

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 29, 2024

THAT, The CITY COUNCIL of the City of Newburyport hereby approves the contract by and between the City of Newburyport and G. Mello Disposal Corp. of 95 Tenney Street, Georgetown, MA. The Contract Term shall commence July 1st of 2024 and the Contract Term shall be five (5) years plus one five-year extension if mutually agreed upon, subject to applicable law for all tasks, documentation, deliverables and associated services.

Said contract is attached hereto and incorporated herewith and marked Exhibit "A".

Councillor Afroz K. Khan

MEMORANDUM

To: City Council President Cameron and Council Members
From: Mayor Sean Reardon
Molly Ettenborough, Sustainability Manager
Re: Solid Waste Hauling Contract
Date: April 22, 2024

The Administration is submitting the attached five-year solid waste (SW) collection and hauling contract with G. Mello Disposal Corporation for approval by the City Council. We are also looking for your input and acceptance on solid waste fees and capacity limits. Below you will find a summary of the process and considerations undertaken.

Background

The Administration and Sustainability Office have been working on SW contract procurement for the last two years with the assistance of an industry consultant and the DEP's Best Practices in Hauling Contracts Working Group. The industry landscape showed substantial rising costs on both hauling (45%) and disposal (25%). The City signed a five-year contract with disposal company Win-Waste in the spring of 2023. Because of the steep increase in costs for hauling, the City decided to sign a one-year extension with its current hauler, Mello, and then go out to bid in summer 2023.

To guide this process, Molly Ettenborough and Andrew Levine convened a solid waste hauling working group consisting of Councillors McCauley, Khan, and Shand, Board of Health Chair Dr. Robin Blair, Finance Director Ethan Manning, DPS Business Manager Tom Watkins, and several community members.

Considerations

The City had a number of considerations as it determined not just the bids but the structure and compliance of the solid waste hauling contract. The State has set ambitious goals to reduce solid waste disposal statewide by 30% by 2030 and by 90% by 2050. The City supports these goals and has attempted to set policy and practices that will align with these goals. There were a number of decision points for the City in this contracting process, including cart size, frequency of trash pickup, costs for bulk items and extra trash, and costs for organics composting. Each of these decisions will impact the cost of service for residents, the convenience of trash pick-up, and efforts to create less waste overall. The Administration relied on input from the working group and also gained community input using a community [Flash Vote survey](#).

The survey showed that residents' biggest concern was keeping the city clean and sanitary and that they also cared about reducing total waste, keeping costs down, and providing convenient service. Less important but of note were access to overflow trash bags and bulk item removal and doing more to incentivize compost.

Bid Results

The City received bids for solid waste hauling from G. Mello and Casella Waste Systems, Inc. Costs came in at another 6% above the City's current waste hauling contract, with costs reasonably lower from G. Mello after factoring in all ancillary services.

Organic Pick up City Wide

The RFP bids from Black Earth Compost, based on households (HH), are listed below. Newburyport has 9432 households.

- o 1000 HH \$150,000
- o 2000 HH \$225,000
- o 3000 HH \$312,000
- o 4000 HH \$400,000

Based on these costs and increases we have seen for solid waste, we recommend that the city maintain the current curbside composting program and free public access drop off. In addition, we will continue to develop consistent organics composting education for homeowners, downtown restaurants and non-profits. Consideration can also be given to incentives alongside of the education plan (i.e., city pays a portion of cost, cost decreases, etc.).

Frequency of Pick up

We received estimates on weekly and bi-weekly pick up from one vendor with a cost that was not substantially less for bi-weekly trash. After hearing from the [Flash Vote survey](#), it was determined that bi-weekly trash pick-up would be difficult for those with large families, small children, and/or medical needs and may create public health issues.

Trash Carts and Volume Requirements

Based on conversations with the DEP contract group and feedback from the Flash Vote survey, we determined not to employ fully automated trash service with new carts and continue with manual and semi-automated service. New trash carts would be minimally \$400,000 and sizing would be challenging particularly in the densely populated areas.

Without automation, residents will be using their own carts and to further encourage waste reduction, we looked at developing size limitations for those carts. Our current limit is 96 gallons per HH. Reducing to 64 gallons per HH is recommended at this time as this will help meet waste goals. In the future, we can look at further reductions. Under this limit, all 96-gallon carts would be removed and refused service. This is not expected to affect many households as most have 32- or 48-gallon carts.

For any additional trash over the 64-gallon limit, overflow bags would be purchased at the same locations as the bulk stickers are currently sold. The hauler and City would be responsible for enforcing the use of overflow bags. Pricing and bag sizes need to be approved by the city council.

Bulk Items

Based on the significant cost increases and what area towns are charging for bulk items, Newburyport needs to change its bulk item fee. Our recommendation for bulk stickers (Furniture, rugs, etc.) is between \$15 and \$20, up from the current cost of \$5.

Summary Findings and Follow-up Needed

- The city is following state guidelines to reduce overall waste by 30% by 2030 and 90% by 2050.
- Mello Disposal ended up the least costly bidder and the contract has been finalized ***for City Council approval.***
- The trash program will remain a semi-automated recycling and manual trash program.
- The ***trash collection limit will be 64 gallons (upon City Council approval)*** using existing carts.
- Paid overflow bags will be used for additional trash. ***Price and sizes per bag and roll need to be determined*** with most communities charging between \$10 and \$12.50 for a roll of five 33-gallon bags.
- ***Our recommendation for bulk item stickers is between \$15-\$20 per sticker.***
- A long-term consistent organics education and communications plan will be developed including possible future city subsidies, if warranted.
- The Administration is currently developing a private road and multi-unit complex policy for City Council/BOH approval.

"A"



City of Newburyport

60 Pleasant Street
Newburyport, MA 01950



City of Newburyport, Massachusetts

Contract

For

Solid Waste and Recyclable Materials

Collection and Transportation

Newburyport Office of Sustainability

60 Pleasant Street

Newburyport, Massachusetts 01950

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PART 1: CONTRACT

CITY OF NEWBURYPORT, MASSACHUSETTS

AGREEMENT made this _____ day of _____ in the year _____, by and between City of Newburyport, Massachusetts, with offices located at 60 Pleasant Street, acting through its Mayor and City Council hereinafter called City and G. Mello Disposal Corp., with a place of business located at 95 Tenney Street Georgetown, MA 01833, hereinafter called Contractor. City and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1.

1.1.1 WORK

Contractor shall perform all the work and furnish all the vehicles, equipment and labor for the collection and transporting of all of the refuse, recyclables, bulky items, yard waste, and/or organics collected within the City during the Term of this Contract ("the Work"), all in accordance with the Contract Specifications. and this Contract (the "Work") and such included herein full by reference.

Contractor shall furnish all materials, supplies, equipment, labor, and other services necessary in a proper and thorough manner to properly perform the services stated in this Contract and to the satisfaction of the City.

1.1.2 CONTRACT AMENDMENTS

To the extent that federal, Massachusetts or local laws and regulations, mandate changes to this Contract, including changes with respect to recycling collection, the Parties agree to amend the Contract and program delineated herein to conform to such new statute or regulation, without dissolution of the basic agreement and the Contract price adjustment would be negotiated between the parties.

1.1.3 BONDS

a. At the signing of this contract the City is not requesting a performance bond or letter of credit at this time. In the future and in lieu of a performance bond, the City may request that the Contractor deposit with the City an irrevocable letter of credit drawn on a Massachusetts or national bank made payable to the City. If the letter of credit is requested, to replace the performance bond, the letter of credit shall be in the amount of One Hundred percent (100%) of the total Contract price. Said letter of credit shall be executed yearly if requested, and shall be a condition precedent to the Contract and any renewal thereof or extension thereto. The form of the letter of credit and the issuing financial institution are subject to prior approval by the City.

1.1.4 BANK REFERENCE AND FINANCIAL STATEMENTS

If requested by the City, the Contractor will provide in person to the City at least two (2) financial credit references showing the credit history of the Contractor from banks or other financial institutions dealing with the Contractor on a regular basis. If requested by the City, the Contractor must also submit to City in person the previous two (2) years of audited financial statements. The City shall, within the limits of its ability and as permitted by law, maintain the confidentiality of any such materials labeled as “Confidential” by the Contractor.

1.1.5 INSURANCE

a. General

i. The insurance coverage listed below must be maintained during the life of the Contract. Prior to beginning work under this Contract, the Contractor must provide the City with certificates of insurance, acceptable to the City, showing each of the insurance policies required under this Contract, the insurance company, policy number, any endorsements, amount of insurance, deductibles and/or self-insured retentions, and policy effective and expiration dates.

ii. Insurance shall be provided by insurers authorized to transact business in Massachusetts and having at least an "A" Best's Rating and a Class VII financial size category. Insurance policies shall contain a provision or endorsement stating that coverage will not be canceled, or renewal refused unless at least thirty-days (30) prior written notice has been delivered or mailed to the City and the Contractor. Certificates of insurance shall contain a statement confirming the thirty-days' (30) prior written notice. Any coverage that expires during the period in which it is to remain in full force and effect shall be renewed and a certificate filed with the City within fifteen (15) days of the renewal. The City reserves the right to request certified complete copies of all policies and endorsements required under this Contract at any time during the Contract term.

b. Worker's Compensation Insurance – The Contractor, at its own expense, must maintain during the life of the Contract workers' compensation insurance for officers, agents and employees under or in connection with this contract with policy limits (with respect to all coverage) of not less than the statutory minimum including without limitation coverage for: the payment of compensation and the furnishing of all benefits referred to in M.G.L. Chapter 152, as amended, disability benefits and other similar benefits which are applicable to the work which is the subject matter of the Contract, employers liability coverage, voluntary coverage providing compensation for private entities performing work at the site who are exempt from the legal obligation to procure and maintain workers compensation coverage on account of the number of employees or occupation, and occupational disease benefits.

c. General Liability – The Contractor, at its own expense, must maintain during the life of the Contract general liability insurance written on an occurrence basis, including without limitation the following coverage: bodily injury and death liability; personal injury liability (with no employee exclusion); independent Contractor protective liability; broad form property damage (with X, C, and U coverage) and contractual liability. This insurance shall not contain a care, custody and control exclusion. This insurance shall be written with respect to all coverage, for

not less than the following policy limits: \$1,000,000 each occurrence; \$3,000,000 aggregate. This policy shall contain a waiver of subrogation in favor of the City.

d. Comprehensive Business Motor Vehicle Liability – The Contractor, at its own expense, must maintain during the life of the Contract comprehensive business motor vehicle liability insurance written on an occurrence basis, with no deductible including without limitation coverage for: bodily injury and death liability; property damage and any other hazard arising out of the ownership, maintenance or use of motor vehicle. Such coverage shall be in accordance with Applicable Law, including, but not limited to, the automobile insurance and hazardous waste transport liability laws and regulations of the United States, the Commonwealth of Massachusetts, and any other states where the Contractor may maintain its principal place of operation and/or staff or maintain personnel or equipment. This insurance shall be written with respect to all coverage, for not less than the following policy limits: \$1,000,000 each occurrence.

e. Pollution and Hazardous Waste Liability

i. The Contractor, at its own expense, must maintain during the life of this Contract, pollution and hazardous waste liability insurance coverage. “Hazardous Materials” as used herein shall include substances defined or classified as a “hazardous substance,” “toxic substance,” “hazardous material,” “hazardous waste,” “hazardous pollutant,” or “toxic pollutant,” or otherwise denominated as hazardous, toxic, or a pollutant in: (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended (CERCLA); (B) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended (“RCRA”); (C) the Massachusetts Hazardous Waste Management Act, Massachusetts General Laws Chapter 21C, as amended (“Chapter 21C”); (D) the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws Chapter 21E, as amended (“Chapter 21E”); (E) any other Federal, State, or local law or ordinance addressing the protection of human health, safety, welfare, or the environment, as amended or (F) regulations promulgated pursuant to CERCLA, RCRA, Chapter 21C, Chapter 21E, or other applicable environmental laws, as amended.

ii. This insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport, and disposal of Hazardous Materials and/or abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include legal defense and clean-up costs. The policy date or retroactive date shall predate this Contract and the termination date of the policy or applicable extended reporting period shall be no earlier than one month after the end of the Contract. This insurance shall be written with respect to all coverage, for not less than the following policy limits: \$1,000,000 each occurrence; \$3,000,000 aggregate. This coverage may be provided through a separate pollution and hazardous waste liability policy, or through a general liability or errors and omissions policy which does not

contain a pollution exclusion, and which meets the requirements set forth in this paragraph.

f. Umbrella Liability – The Contractor, at its own expense, must maintain during the life of the Contract umbrella liability insurance of at least: \$2,000,000 each occurrence, \$2,000,000 aggregate.

g. Additional Insureds – All policies listed above, except for worker's compensation and professional liability, shall name the City of Newburyport as an “Additional Insured”.

1.1.6 NON-COLLUSION CERTIFICATION

a. A Contractor must submit a signed copy of Non-Collusion Certification found in Part 4, upon execution of this Agreement, as if same were required under M.G.L. Chapter 30B, Uniform Procurement Act.

1.1.7 INDEMNIFICATION AND LIABILITY

a. The Contractor acknowledges and agrees that it is responsible, as an independent Contractor, for all operations under this Contract and for all acts of its employees and agents hereunder, and agrees that it will indemnify, defend (with counsel approved by the City) and hold harmless the City and its officers, Council members and employees from and against any loss, damage, accidental death, operator injury, cost, charge, expense (including attorney fees), demand and claim whatsoever, including, without limitation, those arising due to (i) Contractor's breach of this Contract, or (ii) regarding an act undertaken hereunder including relative to the collection, transportation, use, and disposal of solid waste, hazardous waste, recyclables and/or organics, which may be made against it or them, or (iii) any alleged act, action, neglect, omission or default on the part of the Contractor or its agents, subagents or employees, and Contractor will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorney fees and expenses for counsel acceptable to the City. If any claim is made by the City resulting in a final conclusive non-appealable judgement or ruling from a Court or an independent arbitrator that the City has suffered damages, the City may retain out of payments to the Contractor, then or thereafter, a sufficient amount equal to such damages.

In any event that the City is sued or becomes subject to administrative action because the Contractor has failed to properly Collect, process or dispose solid waste, hazardous waste, recyclables, organics or other materials that the Contractor is obligated to undertake pursuant to this Contract, full restitution will be made to the City for all expenses, fees, fines or other costs or charges incurred by the City therefore. The provisions of this section 1.7 shall survive the termination or expiration of this Contract.

1.1.8 BUYOUT, TERMINATION AND CONTRACTOR DEFAULT

a. Buy-out clause. In the event the Contractor sells transfers or relinquishes, whether voluntarily or by operation of law, ownership interest in the business entity identified under this Contract, this Contract shall terminate unless prior written consent has been granted by the City. The prior

sentence shall not apply to transfers from one shareholder to another shareholder or to family members of a shareholder or to related parties such as a revocable estate planning trust of a shareholder, or the merger of the Contractor with and into another entity if a majority of the ownership of the entity emerging from the merger is owned by individuals who own at least a majority of the Contractor prior to the merger- – so long as the Contractor provides the City all of the necessary documentation in order to determine whether such a transfer will or has occurred. (all collectively, “Excluded Ownership Changes”). The Contractor shall notify the City in not less than thirty (30) days of any actual or proposed change in control of, or transfer of or acquisition by another party of control of, said business entity, and include such necessary documentation. For purposes of this Contract, the word “control” as used herein shall not be limited to major stockholders but includes actual working control in whatever manner exercised. Any approval by the City of transfer or ownership or control shall be contingent upon the provision of the necessary documents, and the perspective controlling party becoming a signatory to this Contract and otherwise complying with all the terms and conditions herein. No sale, transfer, or acquisition by another party of control of said business entity shall be approved unless the perspective controlling party submits a performance bond to the City and holder of such bond and amount of said bond to be determined solely to the City’s satisfaction.

b. Termination

- i. The right of the Contractor to perform this Contract may be terminated by the City in the event the City finds the Contractor to be in default for non-performance, including, but not limited to failure of the Contractor to complete work as set forth in the Specifications, and the City has provided written notice of such default to the Contractor and it has failed to cure such default. Thereafter, the City may have the service performed by others and the Contractor shall agree to accept liability for all costs to the City in excess of the Contract price for the remaining portion of the Contract.
- ii. The City may terminate this Contract immediately upon written notice to the Contractor in the event the Contractor fails to provide and maintain a letter of credit, if letter of credit is requested, uninterrupted, valid insurance policies and endorsements as required by this Contract, or fails to provide proof of insurance or letter of credit, if letter of credit is requested, as required by this Contract.
- iii. The City may terminate this Contract in not less than thirty (30) calendar days upon written notice to the Contractor if the City fails to appropriate funds for the purposes of providing services under this Contract.
- iv. If the Contractor is found disposing of the collected materials without a permit in any town or city that requires such a permit, the City may, at its election at any time thereafter, terminate this Contract. The City shall give a written 30-day notice thereof to the Contractor specifying the effective date of such notice and upon the date so specified that the contract shall be terminated unless the reasons for the termination have been corrected by the Contractor. If the City is in default of its obligations under this Contract, Contractor may terminate this Contract if the City fails to cure the default within ten (10) days of receipt of written notice. Termination shall not prejudice or waive any rights or action which City may have against Contractor up to the date of termination. Any termination pursuant to any Section of this Agreement shall not prejudice or waive

any rights or action which the Contractor may have against the City up to the date of termination.

c. Assignment and/or organization changes.

The Contractor shall not assign the Contract nor sublet it in whole or in part, or delegate any of the work to be performed to any other person, firm, company, corporation, or organization without the prior written permission of the City, which shall not be unreasonably withheld. The Contractor shall not assign any monies due, or to become due to it under this Contract, without the previous written consent of the City.

Other than any Excluded Ownership Change, the bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership or status of the Contractor, or any assignment for the benefit of creditors, shall, at the election of the City:

- i. Terminate this Contract with all pertinent contractual conditions contained herein affected in favor of the City.
- ii. Fully obligate the newly formed organization, corporation and/or legal entity to fulfill all terms and conditions of the Contract, and to perform or supply items in accordance with the specifications or descriptions contained herein.
- iii. Failure of any subcontractor to perform shall not relieve the Contractor of its obligation to fulfill the terms and conditions of the Contract as set forth herein.

d. Contractor Default

- i. If the City seeks a declaration of default, the City shall first provide written notice specifying the nature of the alleged default(s) to the Contractor. For default due to abandonment of work, the Contractor shall have not more than two (2) calendar days from receipt of default notice to commence remediation or to contest declaration of default in written reply to the City. If the Contractor makes a timely contest of the declaration of default for abandonment, the Contractor shall have not more than seven (7) calendar days from receipt of default notice to remedy or commence remediation of default(s). For default due to all causes other than abandonment of work, the Contractor shall have not more than seven (7) calendar days from receipt of default notice to remedy or commence remediation of default(s).
- ii. If the Contractor fails to remedy or commence remediation within the specified time after receipt of default notice, the City may declare the Contractor to be in default. The City shall provide the Contractor with written notice of declaration of default. Except as provided in d.i.. above, written declaration of default, Contractor shall have seven (7) business days to cure such default. If Contractor fails to cure the default, the City may proceed to take over some or all of the services done by the Contractor pursuant to this contract. If the Contractor wishes to contest the declaration of default by the City, the Contractor shall provide written notice of its intent to contest the declaration of default not more than seven (7) calendar days after receiving the declaration of default. Failure to provide such written notice shall constitute a waiver of any defense to the declaration of default. If the Contractor properly contests the declaration of default, the Contractor and

the City shall seek resolution of the dispute through a declaratory judgment or other action, on an expedited basis, in a court of competent jurisdiction.

iii. In the event the City shall make a declaration that the Contractor is in default under this contract, other than addressed herein before this Section, the City shall have the option to, without relieving or waiving the Contractor's obligations to perform under this contract, make such payments or perform such acts as the City deems necessary to provide such service, but only if Contractor has failed to commence remediation or cure of the default within seven (7) calendar days. The Contractor shall reimburse the City for any payments made or costs incurred by the City to provide such services during any period the Contractor fails to perform such services. If any Court or arbitrator issues a final conclusive non-appealable judgment or ruling that the City is entitled to reimbursement, then the City shall also have the option to deduct the amount of such reimbursement from sums otherwise due to the Contractor under this contract.

iv. Default of the contract shall be considered cause for termination of the contract where default is not cured as set forth above.

1.1.9 PAYMENT FOR DAMAGES

a. Liquidated Damages – The Contractor agrees that the City is damaged by the Contractor's failure to collect refuse, recyclables or any other materials defined in this Contract, but that the amount of those damages would be difficult to determine. Should the Contractor's failed collection or other performance deficiency result in the City contracting with another firm to perform the work, then the Contractor will be liable to the City for a sum equal to the amount by which the cost of such other firm to perform such work exceeds the Contract price due hereunder to the Contractor to perform such work, and the City's costs in securing such other firm to provide the work, including administrative, legal, and related costs. In addition to the damages set forth above, In addition to the damages set forth above, the Contractor further agrees that the liquidated damages set forth below are fair and reasonable compensation to the City for the Contractor's failure to perform. Contractor shall have ten (10) business days to dispute an assessment of liquidated damages under this Section by providing written notice of dispute to the City's Representative.

If Contractor fails to dispute the underlying facts concerning the assessment of liquidated damages within that time frame, the assessment of liquidated damages is deemed accepted. The Contractor shall not contest the amount of the liquidated damages assessed.

Liquidated Damages

- | | |
|--|-------------------------|
| 1. Failure to immediately pick up material spilled during collection. | \$100.00 per occurrence |
| 2. Failure to promptly pick up waste spilled during haul in City or out-side City boundaries if the City receives a complaint of such spill. | \$250.00 per occurrence |

3. Willful mishandling of wheeled carts.	\$100.00 per occurrence
4. Replace wheeled carts if broken.	Contractor will facilitate repair
5. Failure to place wheeled carts in an upright position at approximately the same location upon emptying.	\$25.00 per occurrence
6. Failure to return emptied containers or lids to the location from which they were collected, throwing or damaging containers/lids or leading containers/lids in the streets, driveways or other locations such that they obstruct traffic or pose a hazard.	\$50.00 per occurrence
7. 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 City.	\$50.00 per occurrence
8. 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 City.	\$100.00 per occurrence
9. Failure to pick up from any single address more than one time in up a given month or three times in a six-month period when the driver or Contractor is at fault.	\$100.00 per missed pick
10. Continued violation of traffic laws, ordinance, regulation or policy during collection and haul, after written notice to correct from the City.	\$250.00 per occurrence
11. Except in the downtown business area, as defined here , beginning any single collection route prior to 7:00 am. 3:00 pm without notifying the City.	\$250.00 per day finishing after
12. Use of unmarked or uninspected collection vehicles.	\$250.00 per occurrence
13. Failure to clean vehicle or conveyances as provided for in this Contract.	\$100.00 per occurrence
14. Failure to repair or neglect wheeled carts and dumpsters damaged by Contractor at its sole cost and expense within seventy-two (72) hours of receiving notice from the Sustainability Office.	\$200.00 per occurrence
15. Collecting solid waste from carts / bags/barrels that do not comply policies, rules, regulation, ordinances, law etc.	\$250.00 per with City
16. Disposing of as trash, those recyclable materials appropriately set out for recycling.	\$1,000 per occurrence \$5,000 per truckload
17. Failure to report truck breakdown or accident within 30 minutes.	\$100.00 per occurrence

18. Failure to maintain direct phone links between the City and the lead trash and recycling drivers, as well as their supervisor and also, failure to maintain direct phone or radio contact among all vehicles.	\$100.00 per occurrence
19. Failure or neglect to furnish a schedule or revised schedule of collection and disposal.	\$500.00 per occurrence
20. Commingling materials during collection under this Contract With 1,000.005,000 per occurrence materials not collected under this Contract, even if the City will not be billed.	
21. Delivering any waste other than described in this Contract ton to disposal sites that will be billed to the City without prior approval.	\$1,000.00 per
22. Failure to submit weight slips for materials collected through this Contract.	\$50.00 per missing slip
22, Submitting weight slips for materials not collected through this contract.	\$2,500.00per occurrence
24. Failure to correct billing error(s) within one week after notification by City.	\$100.00 per occurrence
25. Failure to provide prevailing wage rate information as required under this Contract.	\$500.00 per incident
26. Failure to maintain customer service phone number or online communication tool for service recipients.	\$100.00 per 4 hours
27. Use of collection vehicle during dedicated collection and transportation in the City for the collection and/or haul of waste other than provided for under the provision of this Contract.	\$2,500. per occurrence
29. Failure to leave non-compliance/non-collection notices or material for trash that is over the limit.	\$50 per occurrence
30. Failure to leave non-compliance/non-collection notices or material for trash comingled with recycling or for unacceptable recycling.	\$50 per occurrence
31. Failure to comply once negotiated in good faith with an order of the City to increase or change the number of vehicles when necessary for the fulfillment of the Contract.	\$250 per occurrence
32. Failure to have a small truck available to get down tight streets and to be available within twenty-four (24) hours.	\$250 per occurrence
33. Failure to submit Daily Log/Ticket on a monthly basis as prescribed in section 1.1.18.	\$50 per occurrence
34. Failure to pay Educational and Cultural Funding	Deducted from Payment

1.1.10 LAWS AND REGULATIONS

- a. Contractor shall comply with all federal, state and local laws and regulations in its performance under this Contract. The Contractor shall keep itself fully informed of all state and federal laws, and local bylaws and regulations and of all such order or decrees of judicial or administrative bodies that affect its work under the Contract.
- b. Except where caused by Unacceptable Waste, as defined in Part 2 Specifications, Contractor shall hold harmless, protect, defend (with counsel approved by the City) and indemnify the City and the City Council and their officers and agents against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree, whether by himself or his employees. Any additional costs associated with Contractor's compliance with applicable Federal, State and local laws shall not be chargeable to and payable by the City and shall not cause an increase in the payments otherwise due to the Contractor. The provisions of this paragraph shall survive the expiration or termination of this Contract.
- c. Whenever, by reason of the condition of the container or of the contents thereof, solid waste, recyclables, organics or other materials cannot be collected, the Contractor shall notify the City in writing and explain the reasons, therefore. The Contractor shall receive title to all such materials collected under this Contract. The Contractor and City will work together to investigate the matter to determine owner of material and proper disposal solution. The contractor shall receive title to any recycling material once that material is commingled and or aggregated with the Contractor's material. The provisions of this paragraph shall survive the expiration or termination of this Contract.

1.1.11 RESPONSIBILITY FOR LABOR AND MATERIALS

- a. The Contractor further agrees that it will pay for all labor performed or furnished, and for all material used or employed, and for the rental or hire of vehicles, and other equipment used or employed in the carrying out of this Contract, and shall pay all persons who contract with the Contractor for labor and materials on account of the work herein contemplated; and that it will furnish the City, upon request, with evidence satisfactory to the City that all persons who have done work or furnished anything under this Contract and all claims of private corporation or individuals for damage of any kind caused by the delivery of said work have been fully paid or satisfactorily secured. In the event that such evidence is not furnished, the City may cause to be retained out of any amount due the Contractor sums sufficient to cover any such unpaid claims. While it is understood that the security required to be given by the Contractor to satisfy the condition of statutory law or otherwise is furnished by his giving the bond accompanying this Contract, the City may nevertheless cause any monies retained or to become due to be held and applied to the payments for labor or materials for which security is required under the provisions of law.

1.1.12 CHANGE IN LAW

a. Any amendment, modification or superseding of any applicable law, regulation, by-law or ordinance, affecting contractor's performance under the terms and conditions hereof, and contractor's compliance with such resulting law, regulations, or by laws, shall not be deemed breach of this agreement.

1.1.13 FORCE MAJEURE

a. Neither the Contractor nor the City shall be liable for the failure to perform their duties if such is caused by a circumstance not within the reasonable control, directly or indirect, of the party affected, but only if and to the extent that (a) such circumstance, despite the existence of reasonable due diligence, cannot be or be caused to be prevented, avoided, or removed by such party, (b) such event is not due to such party's negligence or intentional misconduct, (c) such event is not the result of the failure of such party to perform its obligations under this Agreement, (d) such party has taken all reasonable precautions, due care and reasonable alternative measures to avoid the effect of such event and to mitigate reasonably the consequences thereof, and (3) such party has given the other party prompt notice thereof. Subject to the foregoing conditions, such events shall only include the following, if material: riot, war, act of God, extreme weather conditions (each a "Force Majeure Event"). Whenever a Force Majeure Event shall occur, the party claiming to be adversely affected thereby shall, as promptly as practicable, use all reasonable efforts to eliminate the cause therefore, reduce costs and resume performance under this Contract. Continued prevention from the performance by such causes for periods aggregating thirty (30) or more days shall be deemed to render performance impossible, and wither party shall thereafter have the right to terminate this Contract.

b. Contractor may not interrupt the regular schedule and quality of service hours because of weather conditions or street repairs or closures without City's prior written approval, as more specifically described in Part 2, Specifications.

1.1.14 MAINTENANCE OF SERVICE

a. Notwithstanding anything else to the contrary under this Contract if by reason of strike, work stoppage or slowdown, etc., Contractor shall become hindered, slowed or otherwise unable to perform under this contract, Contractor shall assign whatever management or other personnel or necessary back up equipment from Contractor including but not limited to Contractor personnel from other districts in Massachusetts to provide sufficient manpower to provide the same/continuing level of services to the City.

1.1.15 ALL CONTRACTS ARE SUBJECT TO APPROPRIATION

a. The compensation provided by the Contract, and any extension there, for any services to be rendered is subject to the availability and appropriation of funds, provided, however, that in the event that funds for compensation pursuant to this Contract are not available or have not been appropriated, the Contract shall be terminated and the City shall have no further liability to the

Contractor under this Contract. The Contractor shall be entitled to compensation for all services satisfactorily performed prior to the expiration of the last fiscal year for which an appropriation is available for this purpose.

1.1.16 SALES TAX EXEMPTION

a. The City is exempt from State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto, and shall not be responsible for paying any such taxes in connection with this Contract.

1.1.17 PREVAILING WAGE RATES

a. The Contractor shall make himself aware of the provisions of Massachusetts General Law, Chapter 149, Section 27F and 31 before filing a Proposal with City. This law refers to the prevailing wage rate minimums as set forth by the Massachusetts, Department of Labor and Industries, 100 Cambridge Street, Boston, MA 02202. The rate schedule and the appropriate regulations relating to the subject law will be upheld and in force for all Contracts set by the Contractor and City. The CONTRACTOR shall determine whether or not his business falls under any of the wage rates categories and shall set its Contract prices accordingly. The City will make available copies of the latest edition of the prevailing wage rates as determined by the Department of Labor and Industries. The prevailing wage schedule is attached to this Contract; see Attachment E.

1.1.18 FINANCIAL (INVOICING, CREDITS, PAYMENT, ETC.)

a. Requirements for Invoicing. The Contractor shall submit written invoices to the City for all services, including collection and disposal services and emergency services, at the end of each month of service. The Contractor shall submit to the City an invoice not more than ten (10) working days after completion of the last collection of the previous month for payment of service performed under this contract. The invoice from the Contractor must include:

- i. A breakdown of deliveries to the waste disposal facility showing date, material type and location of all collection types (roll-offs).
- ii. A breakdown of curbside recycling material deliveries to the Mello Transfer Station showing load weight and dates.
- iii. The monthly invoice from third party recycling materials processor. If needed, a copy of contract between Contractor and the third-party processor and any link to the appropriate page of the website, publication(s) (e.g. www.secondarymaterialspricing.com) that shows the commodity prices used to calculate the fee for processing the City's recyclable materials.
- iv. Original certified weight receipts shall be submitted with the corresponding invoice.

v. Separate itemized charges for curbside and roll-off services provided to the City.vi. All additional services like bulky waste collection (whether City or contractor are the responsible party) must be specified as a separate line item on invoices.

b. Review and Payment of Invoices. The City shall promptly review all monthly invoice(s) submitted by the Contractor. The City shall notify the Contractor of any discrepancies or deficiencies not more than seven (7) business days after the receipt of said invoice(s). The Contractor shall meet with the City after not more than seven (7) business days of receipt by the Contractor of said notice of discrepancy or deficiency to resolve any such dispute, to provide any statements or documentation requested by the City, and provide any statements or documentation to support claims of the Contractor.

The City shall pay approved, satisfactory and complete invoices on a net thirty (30) day basis after approval by the City. In the event that the City notifies the Contractor of any discrepancies or deficiencies in a monthly invoice, the City shall pay the Contractor any undisputed amounts on a net thirty (30) day basis after said notice by the City.

The City shall pay disputed amounts on a net thirty (30) day basis after resolution of dispute with the Contractor. If any amount listed on the invoice(s) remains in dispute after discussion of the invoice pursuant to this section, payment is subject to adjustments as set forth below.

c. Adjustments to Payments. In the event that the Contractor fails to provide services as provided under this Contract, and fails to cure within a reasonable time period after receipt of written notice from the City, the Contractor shall reimburse the City for all costs incurred by the City to provide such services.

d. In the event the Contractor fails to maintain or submit adequate and accurate records pursuant to this Contract or by law, or fails to maintain records for services performed under this contract separate from records for other services, and the City incurs any cost for the creation, recreation, correction or maintenance of such records, the Contractor shall reimburse the City for any and all such costs incurred by the City.

e. If the City makes any payments or incurs any cost for which the City is entitled to reimbursement from the Contractor pursuant to this contract, the City shall have the option to deduct such reimbursement from any payment due to the Contractor from the City. The City shall submit to the Contractor written documentation in support of such deduction upon request of the Contractor. In the event the City does not deduct such reimbursement from the payment due to the Contractor, but submits an invoice to the Contractor for reimbursement, the Contractor shall reimburse the City in not more than fifteen (15) days of receipt of said invoice.

f. Annual Adjustment to Compensation during Contract Years 2 – 5. Adjustments to compensation at the end of every fiscal year during the course of the contract must be calculated based on the factors identified in Article 4, Contract Price. Quarterly adjustments for fuel must be calculated based on the factors identified in Attachment C– Fuel Adjustment.

1.1.19 QUALITY REQUIREMENTS, STANDARDS AND PROCEDURES

a. General

i. Compliance. The Contractor shall provide all services in compliance with the terms, requirements, specifications and procedures of this Contract. The procedures for the occurrence of planned or unplanned deviations and corrective action are included in this section or with more specificity in other sections as appropriate.

b. Deviation

i. Planned Deviation. Should the Contractor anticipate the necessity for a temporary deviation from any term, requirement, specification, standard or procedure of this Contract, the Contractor shall request written authorization from the City permitting the planned deviation prior to the implementation of the requested deviation.

ii. Unplanned Deviation. Except in the case of a Force Majeure Event, any unplanned deviation, variance or failure to comply with any term, requirement, specification, standard or procedure set forth in this contract shall be prohibited and shall result in any corrective action as determined by the City.

iii. Corrective Action. The Contractor shall thoroughly investigate the circumstances, events, actions and other observations leading up to and occurring at the time of a planned or unplanned deviation in order to identify the cause. When the cause has been confirmed, corrective action shall be developed and immediately implemented to prevent further repetition. Copies of all documents including reports of, or interrelated with incident, corrective action and quality improvement plan shall be submitted, upon request, to the City.

Except in the case of a Force Majeure Event, if the Contractor shall fail to comply with any requirement, specification, standard or procedure of this contract the Contractor shall be subject to any corrective action or other action by the City as provided by this contract or by law.

ARTICLE 2. CITY REPRESENTATIVE

1.2.1 The City's Representative for this project is the Director of Sustainability or their designee, who will act in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TERM

1.3.1 The Contract Term shall commence July 1st of 2024. The Contract Term shall be five (5) years plus one five-year extension if mutually agreed upon, subject to applicable law for all tasks, documentation, deliverables and associated services.

1.3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will ensure daily completion within the hours of 7 AM to 3 PM, unless in downtown business district as defined under Liquidated Damages #11

page 10 and unless there are extenuating circumstances that the Contractor will communicate to the City.

ARTICLE 4. CONTRACT PRICE

1.4.1 City will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the price agreed upon in the Contractor's Term sheet dated November 3, 2023 attached to this Contract. The amount of this Contract is based on a 3.5 % increase per year as follows:

Year One: \$1,630,800 for the period July 1, 2024-June 30, 2025

Year Two: \$1,687,878 for the period July 1, 2025-June 30, 2026

Year Three: \$1,746,953.73 for the period July 1, 2026-June 30, 2027

Year Four: \$1,808,097.11 for the period July 1, 2027-June 30, 2028

Year Five: \$1,871,380.51 for the period July 1, 2028-June 30, 2029

1.4.2 Contract prices are subject to be reduced if either the Contractor or City request automated collection for trash or if recycled material is brought to a closer material recovery facility such as Green Works in Peabody, or one within a 25-mile radius. Reduction rates will be negotiated based on Contractors' RFP response dated November 3, 2023 (\$78,0000 less per year).

ARTICLE 5. APPLICATIONS FOR PAYMENT

1.5.1 Contractor shall submit Applications for Payment in accordance with Section 6 below. Applications for Payment will be processed by the City's Representative as provided in the Conditions of the Contract.

ARTICLE 6. PAYMENTS

1.6.1 In consideration for performance of the work in accordance with the requirements of this Contract, the City shall pay the Contractor the prices set forth in Article 4 Contract Price, and otherwise in accordance with Section 1.18 hereof.

1.6.2 If the City objects to all or part of any invoice, the City shall notify the Contractor in writing with the timelines described in Section 1.18.

1.6.3 No payment by the City to the Contractor shall be deemed to be a waiver of any right of the City under this Contract or ratification by the City of any breach hereof by the Contractor.

1.6.4 City's right to stop work: If the work is defective, or Contractor fails to supply sufficient skilled workers or suitable equipment, including back-up equipment as described in Part 2, Specifications, to perform this scope of work in such a way that the completed work will conform to the Contract Documents, the City may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of City to exercise this right for the benefit of Contractor, any subcontractor, any supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

ARTICLE 7. ASSURANCE

1.7.1 Contractor has familiarized himself with the Contract Documents, the Work, local conditions, and Federal, State and local laws, bylaws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work. The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

1.7.2 Contractor has given the City's representative written notice of any conflict, error or discrepancy that he has discovered in the Contract Documents and the written resolution thereof by the City's Representative is acceptable to Contractor.

1.7.3 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

1.8.1 The Contract Documents which comprise the Contract between City and Contractor are attached hereto and made a part hereof and consist of the following:

- Proposed Contract
- Contract Specifications
- Term Sheet
- Prevailing Wage
- Non-collusion form
- Tax Compliance form
- Certificate of Corporate Authority
- Certificate of Insurance (to be provided by Contractor)

1.8.2 Any inconsistency between any of the terms of the documents listed in Section 8.1 and this Contract shall be negotiated in good faith between the parties with the utmost due diligence on behalf of the City's taxpayers.

ARTICLE 9. MISCELLANEOUS

1.9.1 Neither the City nor the Contractor shall, without the prior written consent of the other, which consent will not be unreasonably withheld, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of City. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

1.9.2 By entering into this Contract, the Contractor certifies under penalties of perjury that its proposal was made and submitted in good faith and without collusion or fraud with any 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. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

1.9.3 The Contract Documents constitute the entire Contract between City and Contractor and may only be altered, amended or repealed by a written amendment executed by both parties by their respective duly authorized representatives.

1.9.4 Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance, or alleged breach of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Essex County, MA, and in no other court or jurisdiction. No action or failure to act by either party shall constitute a waiver of a right or duty afforded under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by either party shall be construed as a waiver or in any way limit the legal or equitable remedies available to the party. No waiver by either party of any default or breach by the other party shall constitute a waiver of any subsequent default or breach.

1.9.5 The Contractor acknowledges that it has not been influenced to enter into this Agreement, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.

1.9.6 The Contractor shall maintain the confidentiality of information designated by the City as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the City has expressly waived such confidentiality in advance in writing. The Contractor shall not represent or purport to represent that it speaks for the City vis-à-vis the media or the public at-large without the City's express, written consent in advance. No waste material provided to Contractor for disposal or processing under this Agreement shall be considered confidential.

This Contract and the subject matter thereof is subject to the Massachusetts Public Records Law.

1.9.7 If any provision, or portion thereof, of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

1.9.8 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

1.9.9 This Agreement is executed in 4 copies as a sealed instrument.

1.9.10 The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), gender identity, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap; and the Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

1.9.11 Without limiting the Contractor's obligation in Section 1.7, the Contractor shall compensate the City for all damage to City property of any nature arising out of the Contractor's negligence or willful misconduct in the performance of the work. Contractor shall not be responsible for normal wear and tear to driving surfaces caused by the weight of Contractor's vehicles.

Neither the City, nor its officers, employees, Council, committees, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any federal, Massachusetts or City statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract, except to the extent such violation, damage, or breach is caused by the negligence or willful misconduct of such party.

1.9.12 The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood-altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on City property during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the City shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

1.9.13 Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smoke-free Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the City.

1.9.14 To the extent permitted by law, for each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the City that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the City, the Contractor shall not assign such employee to perform services for the City, and such employee shall not be authorized to perform services for the City. The City shall be permitted to keep such information provided by Contractor in its files.

1.9.15 The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Agreement in accordance with the applicable professional standards in the eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Agreement or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Agreement, such that the Contractor's obligations under the Agreement will be carried out in a prompt, safe, and professional manner. Contractor shall comply with all provisions of law applicable to his work including without limitation statutes, by-laws rules, regulations, orders, and directives. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein. Contractor shall comply with all applicable provisions of law and regulation as specified by the Williams-Steiger Occupations Safety and Health act of 1970, as amended.

1.9.16 Contractor shall provide services under this Contract as an independent Contractor with the City and Contractor and its employees shall not be entitled to receive any benefits of employment with the City, including, without limitation, salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in quadruplicate. All portions of the Contract Documents have been signed or identified by City and Contractor.

This Agreement shall become effective on _____, 2023

City:

Contractor:

By:

MAYOR

(CORPORATE SEAL)

Address for giving notices:

Address for giving notices:

60 Pleasant Street
Newburyport, MA 01950

PART 2: CONTRACT SPECIFICATIONS

2.1 SERVICE AREA

2.1.1 Service Recipients - Eligible Service Recipients – for collection of materials specified in this RFP in the City include:

- a. Single family, two family and three family homes
- b. All Condominiums as listed in Attachment B
- c. Newburyport Housing Authority
- d. Churches, Temples and other houses of worship.

Attachment A – City Description and Eligible Service Recipients provides the approximate breakdown of currently Eligible Service Recipients by property type. Those residential properties and those currently collected via curbside collections shall continue to be collected curbside. The City shall be allowed, in its sole discretion, to increase the number of new service recipients to be serviced by the Contractor at no additional cost to the City, up to five (5%) percent of the quantity of the total units stated in the contract. For all units added by the City in excess of five (5%) percent of the quantity of the total units stated in the contract, the city and contractor shall negotiate an appropriate adjustment to Contractor's compensation for such excess quantity.

Attachment B - provides greater detail on service recipients, including condo complexes, municipal buildings, collection frequency and the location of all dumpsters/compactors to be serviced by Contractor. Additional information on service recipients (such as private roads and condo complexes) can be found in the City's ordinances under Chapter 8 Article 3 Solid Waste.

2.1.2 Change in Service Area or Service Recipients

a. Each Contractor's proposal for collection and transportation shall be itemized to detail service to all Eligible Service Recipients, all municipal facilities and all schools as listed in Attachment B. The proposal shall include the cost to collect from up to 5% additional new residences and/or facilities that may be added during the term of the contract.

b. The City will notify the Contractor of any additions or deletions of collection service recipients, and, at such time, the Contractor shall initiate or terminate service within seven (7) calendar days of receiving notice from the City.

2.2 COLLECTION REQUIREMENTS FOR REFUSE AND RECYCLABLE MATERIALS

a. Frequency of Collection –

1) All curbside collection of Refuse and Recyclables shall be performed during specified hours on Monday through Friday, see section b below. Dumpsters may be emptied on Saturdays, if necessary or if requested by the City.

2) Delayed curbside collection of Refuse and Recyclables may occur during a week of an Observed Holiday, listed on Attachment A, or a when a weather- related State of Emergency condition, as declared by the Governor of the Commonwealth of Massachusetts, interferes with the normal collection schedule. Adverse weather, including extreme cold temperatures and snow that has not been declared a state-of-emergency condition by the Governor of Massachusetts, shall not be considered sufficient reason for failing to collect Refuse and Recyclables pursuant to the City-approved service schedule. The decision to change a collection day due to occurrences of adverse weather is subject to the prior consent of the City of Newburyport's Director of Sustainability, or his/her designee, and as advised by the Mayor or his/her designees.

3) For those weeks in which an Observed Holiday, as defined in Attachment A, occurs on a regularly scheduled collection day, Refuse and Recyclables collection will occur on the next calendar day (i.e., collection will fall on a Tuesday where an Observed Holiday is on a Monday) unless otherwise agreed upon.

b. Hours of Collection – The Contractor shall not begin the collection of Refuse, and Recyclables before 7:00 AM and such collection will not occur after 3:00 PM, except for occasions when collection after 3:00 PM is unavoidable due to adverse weather conditions, heavy volumes of refuse, delays at the disposal or processing facilities or as result of mechanical problems with the Contractor's equipment. The Contractor's foreperson shall notify the Sustainability Director or the office when circumstances require collection to go beyond 3:00 P.M. The Contractor shall maintain consistency in the pick-up times for each area of the City to the maximum extent possible.

c. Late / Early Collections – If the Contractor is habitually (i.e., on more than one occasion in a month) collecting Refuse and Recyclables outside the hours of collection as defined above, and doing so without the prior consent of the Sustainability Director, the City may require that the Contractor increase the number of vehicles used to provide the collection services, at no additional cost to the City. If upon receipt of such a requirement by the City, the Contractor fails to comply within ten (10) days, or fails to respond with adequate reasons as why the increase is not necessary, such failure shall constitute a breach of Contract, and the Contractor shall forfeit in the form of liquidated damages the sum of Five Hundred (\$500.00) dollars for each day that the Contractor fails to comply. The Contractor agrees to provide information related to the timing of collection to the City upon request.

d. Access – If City streets are blocked for any reason, the Contractor shall approach the street from another direction or shall return at a later time. The Contractor's foreperson shall inform the

Sustainability Director / Office immediately if collection is impossible due to blocked access. In such instances, the City will make all reasonable effort to assist in obtaining access.

e. Damage to Containers – The Contractor shall handle dumpsters and wheeled carts of Refuse and/or Recyclables with care so that they will not be damaged. After Refuse and Recyclable automated collection carts are emptied, they shall be returned “right side up” to the approximate place where found. The Contractor will place automated collection carts in such a manner so as to not block a resident’s driveway, unless originally placed there by the resident. When, in the sole judgment of the City, employees of the Contractor, outside of normal wear and tear, damage, destroy or dispose of an Eligible Service Recipient’s automated collection container, the Contractor shall replace or reimburse the resident or City for replacement of such container(s).

f. Clean up on Route – The Contractor must pick up all spilled, blown, littered, and broken material resulting from its collection and hauling services. All trucks used to provide such services must be equipped with a broom and shovel. If at any time during the provision of services, Refuse or Recyclables are spilled onto a street, sidewalk, or private property, the Contractor shall clean up and place in the collection vehicle all materials before proceeding to the next collection stop. If further arrangements are necessary for the immediate clean-up of spilled materials, Contractor shall immediately notify City and communicate to City the unworkable and/or unsafe condition.

g. Missed Collection – The Contractor will collect any reported missed Refuse, and Recyclables collections, reported to it by an Eligible Service Recipient or the Sustainability Director / Office by 3 PM on the following day.

h. Deviation from Collection Schedule –

- 1) The Contractor shall not deviate from the previously City-approved collection schedule absent extenuating circumstances, as described in 2.2(b) above.
- 2) The Contractor shall receive prior written authorization from the City before any change or cancellation to the City-approved collection schedule or services.
- 3) In the event that collection services are interrupted as provided in Section 2.2 and pertinent subsections, collection of the canceled routes shall be resumed as soon as possible and the City shall be notified immediately of the change.
- 4) The Contractor shall accept all Official Overflow Trash Bags from Eligible Service Recipients for overflow Refuse.
- 5) Should the Contractor fail to provide or complete any collection without compliance with the provisions of Section 2.2, the Contractor shall be subject to action by the City as provided in this contract or by law.

i. Prevention and Clean-up of Uncontrolled Release of Materials

- 1) The Contractor shall operate its Refuse and Recyclable collection vehicles in such a manner that the vehicles will contain all materials within the vehicle and prevent an uncontrolled (and/or unintentional) release of Refuse and Recyclables and Yard Waste / Christmas trees. The Contractor shall equip, operate and maintain all vehicles and equipment in a manner to prevent

any uncontrolled or unintentional release of any contents, including but not limited to blowing or spillage. (e.g., tight fitting covers, gaskets, doors for the prevention of leakage or any other unintentional release).

2) If any released material causes, or has the potential to cause, an unsafe condition, including traffic disruption (e.g. broken glass or gas fumes from any oils), Contractor shall immediately call the local police, fire department or other emergency service as well as notify Sustainability Director / Office.

3) If the release of any material requires reporting to any governmental body pursuant to any federal, state or local law, the Contractor shall do so immediately and notify the Sustainability Director / Office in writing.

4) The operator of the vehicle or equipment shall remain at the site until instructed to leave by the authority in charge or the governing body.

2.3 COLLECTION ROUTES

a. The Contractor shall develop a collection plan detailing the collection routes (multiple trucks) for each service it provides to the City. The collection plan shall include, at a minimum the following information for the collection route:

- Route start and end point
- The route boundaries
- Map of the collection route

b. The Contractor shall submit to the City the completed collection plan not less than sixty (60) days prior to the start of collection services for the City's approval. Contractor's collection plan shall be approved by the City prior to implementation.

c. The Contractor, from time to time, may propose changes to the routes to the City for approval, which approval shall not be unreasonably withheld by the City. If, on occasion, a route cannot be completed due to Contractor's equipment failure and an empty vehicle from another route covers the incomplete route, a notification to the City must be provided, if the route cannot be completed by 4PM on the day the incomplete route occurs.

2.4 EQUIPMENT - COLLECTION VEHICLES FOR ALL SERVICES

a. The Contractor shall maintain all collection vehicles in a safe and clean condition and be following all state, federal and local laws. All vehicles used for the provision of collection services shall be of sufficient size and capacity to operate efficiently. All parts and systems of the vehicles and equipment shall operate properly and be maintained in a condition satisfactory for public safety. Each vehicle and piece of equipment shall be compatible for safe and efficient unloading at the receiving facility. Vehicles with diesel engines will have the latest technology available at the time the vehicle is manufactured to minimize exhaust emissions and be in full

compliance with the most current EPA heavy-duty diesel emission standards and requirements. Battery powered packer trucks shall be considered if available and feasible.

A sufficient number of collection vehicles no older than 5-7 years will be supplied by the Contractor to collect residential Refuse and Recyclables between the hours specified in Section 2.2(b) and in accordance with the collection schedule approved by the City.

b. The Contractor shall provide sufficient back-up collection vehicles and equipment to ensure uninterrupted service throughout the term of the Contract. Back-up equipment used in the collection and transport of refuse and recyclables materials shall be functionally equivalent and compatible with existing primary equipment.

c. Bodies for the trucks to be used for Refuse collection shall be enclosed, with a capacity of not less than twenty-five (25) cubic yards by actual measurement, aside from roll-off trucks, passenger pick-up trucks and containers. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. All equipment used by the Contractor shall be a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be assured. The component parts of the equipment need not be a product of the same manufacturer. The body shall be so mounted that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by state law and municipal code.

e. The Contractor shall provide a yard for their equipment that is adequate and sufficient to provide all services year-round.

f. The Contractor shall make adequate provision for maintenance and prompt repair of their equipment. All equipment used for the collection and transportation of Refuse and Recyclables shall be thoroughly cleaned, both inside and outside, at least once each week and sprayed with such deodorizing materials as may be deemed necessary by the City. All equipment used by the Contractor shall be subject to inspection by the City for sanitation, safety and appearance and subject to approval or rejection by the City at any time. The Contractor will replace any City-rejected equipment as soon as reasonably possible. Back up equipment will be used if front-line vehicles are unavailable.

g. Vehicles to be used for collection must be clearly marked as being City of Newburyport trash and recycling vehicles by the Contractor. If the vehicles used are for more than one purpose, the Contractor must provide and use an attachable sign that clearly indicates the type of material being collected. The signs along with contact info must be large enough to be read from a distance and be placed on both sides of the vehicle. Before service starts, Contractor shall provide City with a list with assigned truck numbers, indicating which service each truck will provide.

2.5 EQUIPMENT – DUMPSTERS, COMPACTORS, CARTS FOR REFUSE AND RECYCLING COLLECTION

a. The Contractor shall provide the necessary wheeled carts, dumpsters and/or compactors for all materials collected at schools, municipal facilities, and all other sites listed on Attachment B. Proposers shall include in their proposals the number and size of dumpsters and/or compactors

that it plans to utilize. The number and size of the dumpsters and/or compactors provided by Contractor shall be subject to prior approval by the City and as reference in Attachment B. If the City deems the number of size of containers to be inadequate, in the City's sole discretion, during the term of the contract, the Contractor shall provide additional or larger containers and/or increase the frequency of their collection, if additional fees are necessary, the City and Contractor agree to negotiate in good faith. The Contractor shall be responsible for closing dumpster lids and, where dumpsters are enclosed, for securely closing dumpster enclosures after collections.

b. Dumpsters and wheeled carts shall have intact lids. All such equipment shall be thoroughly cleaned inside and out as necessary and shall be deodorized as needed and when instructed by the City. Dumpsters shall be cleaned at least every six months. All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety and appearance and subject to approval or rejection by the City at any time. Vehicles and containers which are rusted, broken, leaking, missing lids or have broken, inoperable lids, shall be repaired or replaced immediately upon notification by the City. In no event shall a multifamily property, school or municipal facility be left without dumpsters for more than twenty-four (24) hours without prior written authorization of the City.

c. Wheeled carts for Recyclables used by all Eligible Service Recipients, regardless of ownership, will be distributed and repaired by the Contractor. Homeowners will maintain their one cart and will leave the cart at the house/address in the event of a move.

2.6 COLLECTION AND DISPOSAL

2.6.1 Refuse

a. The Contractor shall provide weekly collection and transportation of garbage, refuse and solid waste that is not otherwise considered to be recyclable, yard waste, hazardous waste, universal waste, construction or demolition debris, bulky items, or unacceptable waste to the City's designated disposal facility from all Eligible Service Recipients listed in Attachments A and B, and from containers listed in Attachment B. The City is under contract with Win Waste Innovations until June 30, 2028 for disposal of refuse. The Contractor shall deliver to the WIN Waste Innovations' plant at 285 Holt Road in North Andover or an alternative site (within 25 miles of Newburyport) designated by the City for the duration of the Contract.

b. Refuse collection from the City must be handled separately from that of other municipalities as well as from other commercial collections. Refuse from Newburyport must not be combined with refuse from other sources under any circumstances.

c. The Contractor shall collect Refuse only in amounts that comply with the limitations set by the City.

d. Refuse Containers Eligible and Specified Residential Service Recipients will be able to use 2 32 gallon containers or no larger than a 64 gallon refuse container per residential occupancy with a maximum of 64 gallons that will be emptied by Contractor. The Contractor shall only collect refuse in containers such that the lid is closed or not overfilled.

f. Overflow Trash Bags: Overflow bags will also be offered to residents whose refuse exceeds 64 gallons. The contractor shall only collect refuse that is following the 64-gallon limit or in official city overflow refuse bags next to the refuse container.

g. Set Out Procedures - Contractor shall collect refuse from Refuse Containers that are placed at the curbside for collection. Curbside refers to that portion of right-of-way adjacent to parcel or traveled roadways. Refuse containers set out for collection by Eligible Service Recipients shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. For more specific procedures on set out, please refer to Attachment F: Ordinances.

h. Unacceptable Waste – The Contractor shall not collect as Refuse any Unacceptable Waste defined as:

- i. Construction and Demolition Debris: Construction, demolition and building materials or debris including excavated earth, stone, asphalt, drywall, lumber, brick, concrete, cement and gravel, and any other debris left from work performed in residences including casting, sheet rock, plumbing fixtures, roofing material, doors, windows and large metal items;
- ii. Industrial Waste including waste from manufacturing processes, manufacturing operations, food processing plants, and slaughterhouses;
- iii. Leaf and Yard Waste, including sod and landscaping debris, except for dedicated collection;
- iv. Trees, tree limbs, stumps, or logs, except for Christmas Trees during a dedicated collection;
- v. Automobile parts: Batteries, engines, doors, autobody pieces, etc.;
- vi. Animal waste, liquid or agricultural wastes;
- vii. Recyclable items including metal items.
- viii. TVs, Computer Monitors and Electronic devices
- ix. Refuse in excess of any City-established limit and/or loose Refuse.
- x. Textiles and recyclable mattresses and box springs as defined in 310 CMR 19.017
- xi. Hazardous Materials: Any and all substances, products, by-products, waste or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed as hazardous, toxic, or a contaminant under any Federal or Massachusetts environmental law, and any materials, substances, by-products, water or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any such environmental law, and any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety or general welfare conditions. This includes, without limitation:

- i. gasoline and waste oil,
- ii. oil-based paints, turpentine, paint thinners and shellac,
- iii. oven and drain cleaners and heavy-duty cleansers, unless collected separately as Household Hazardous Waste
- iv. pesticides
- v. lead-acid and rechargeable or mercury-containing batteries
- vi. explosives
- vii. propane tanks and gas cylinders
- viii. PCBs and radioactive waste
- ix. fluorescent bulbs
- x. any mercury-containing items

Plus, any items subject to MassDEP's waste disposal bans 310 CMR 19.017 and others listed by EPA as banned from disposal, except as specified for special collection.

i. Rejection Procedure

- i. Any material placed out for collection that is left behind by the Contractor shall be tagged by the Contractor with a "Rejected" sticker applied in an obvious location, with the reason for rejection clearly stated on the sticker.
 - ii. Contractor's notifications of rejected material will be sent to the Sustainability Director / Office by 9 am the day after collection, including the address of the collection and reason for the rejection.
 - iii. Failure of Contractor to place the "Rejected" sticker with unacceptable material left at the curb will be treated as a missed collection and, at the determination of the Sustainability Director / Office, the Contractor shall be required to return to that location to place such a sticker on the unacceptable material.
 - iv. The Contractor shall be responsible for any penalties associated with the collection or disposal of any Unacceptable Waste.
 - v. Items that are unacceptable for Refuse collection are subject to change, and the City shall notify the Contractor of any changes as soon as practicable.
- j. As stated earlier, the Contractor shall receive title to all such materials collected under this Contract. Any penalties and fines imposed by the refuse disposal facility for failure to meet specifications and any turn-backs of trucks shall be the responsibility of the Contractor until the Contractor and City can investigate to determine owner of material and proper disposal solution. At which point any and all tipping fees or other disposal costs for rejected materials shall be given to the responsible party. The provisions of this paragraph shall survive the expiration or termination of this Contract.

k. Change in Scope: Pay as You Throw – In the event that the City votes to change the service to Pay as You Throw, the State and/or the City institutes new materials/thresholds subject to the waste bans, or any other legal, mandatory change in the level of service to be provided, the City and the Contractor agree to negotiate in good faith, an amendment to the cost of the services being provided

l. Automated Collection Service—In the event that automated collection services are proposed for the City, the City and the Contractor agree to negotiate in good faith, an amendment to the cost of the services being provided.

2.6.2 Bulky Items

a. Scheduling – Service Recipients shall purchase bulk stickers for the collection of a household item that is too large to fit in the Refuse Container (“Bulky Item”) as defined below. The Contractor may collect Bulky Items on a recipient’s regular refuse day.

Service recipients are only allowed one item per week. Mattresses and box springs are collected separately by a mattress recycler contracted by the City. . If a mattress is rejected by the mattress recycling vendor the City will notify the Contractor and waste disposal facility (WIN Waste) of the rejection so Contractor can pick up the rejected item.

b. Set-Out Procedure

a. The collection point shall be next to the service recipients refuse on a regular refuse collection day or governing association of the Eligible Service Recipients, residential complex or development. The collection point shall provide safe and efficient accessibility from Contractor’s collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the City shall have final determination over the point of collection. For more specific procedures on set out, please refer to Attachment F: Ordinances.

b. The Contractor may reject any large items not set out in accordance with this procedure and shall follow the rejection procedure outlined in 2.6.1 (i).

c. Collection Limits – The Contractor shall collect up to one (1) bulky item per agreed upon collection frequency per Service Recipient.

d. Acceptable Bulky Items – Bulky items may be the following types of items:

a. Household Furniture, including wooden or upholstered;

b. Carpet and Rugs, tied securely and no more than four (4) feet in length;

c. The Contractor will not accept mattress and box spring disposal requests from residents as specified in 2.6.2 (a).

e. Unacceptable Bulky Items – Unacceptable Bulky Items include:

a. Extra bags of items;

- b. Building, renovation or construction material from projects requiring a permit from Code Enforcement including, but not limited to toilets, sinks, bathtubs, wood waste, exterior doors, brick and concrete;
 - c. Recyclable mattresses and box springs;
 - d. Unacceptable Waste, including any item listed in 2.6.1 (h)
- f. Ownership of Bulk Items – The City will not take title to Unacceptable Waste items. If an unacceptable item is identified prior to the collection of the Bulky Item, the Contractor shall follow the rejection procedure as outlined in 2.6.1 (i).
- g. Disposal Prohibition – The Contractor shall certify to the City that all Bulky Items that are collected are delivered to a processing facility, broker, or end user approved for such purpose by the MassDEP and the City. Violation of this provision shall be considered cause for Contractor default and termination of the contract or other financial penalty in the form of liquidated damages.

2.6.3 Yard Waste

a. Set-Out Procedure

- a. Contractor shall collect all leaves, grass clippings, weeds, garden materials, shrub trimmings and brush less than one (1) inch in diameter (“Yard Waste”) properly set out by Eligible Service Recipients in paper leaf bags, open barrels or other open-top containers designated by the City at collection points. Each barrel or container shall not weigh more than fifty (50) pounds. For more specific procedures on set out, please refer to Attachment F: Ordinances.
- b. The Contractor may reject any yard waste not set out in accordance with this procedure and instead follow the rejection procedure as outlined in 2.6.1 (i).

b. Collection Procedure

- a. The Contractor shall collect Yard Waste from Eligible Service Recipients on five Saturdays to be determined by May 15th of the prior year.
- b. It is anticipated that City will designate three weeks for Yard Waste collection in the fall and two weeks for Yard Waste collection in the spring.
- c. The Contractor shall collect an unlimited quantity of Yard Waste in containers weighting not more than fifty (50) pounds each and placed out for collection by service recipients.
- d. The Contractor shall carefully handle all containers used to set out Yard Waste. Containers shall not be bent, thrown or otherwise abused.
- e. All Yard Waste containers shall be thoroughly emptied. Empty containers shall be left upside down in the approximate place where found.
- f. Contractor shall not place Yard Waste containers in driveways, in front of mailboxes, in the street gutter or on sidewalks or in any other way that interferes with pedestrians or vehicle traffic.

- g. All Yard Waste shall be delivered to the municipal yard waste facility located at 23 B Colby Farm Lane or designated local farm.
- c. Acceptable Yard Waste – Yard Waste shall include leaves, grass clippings, garden trimmings and brush less than one (1) inch in diameter from all Eligible Service Recipients, including schools and municipal facilities.
- d. Unacceptable Materials – Unacceptable Materials for Yard Waste collection include:
 - a. Soil, mulch or other earth products.
 - b. Stones, bricks, pavers.
 - c. Railroad ties, Lumber and construction debris.
 - d. Large tree material, including logs and tree stumps, with a diameter greater than 1” excepting Christmas trees.
- e. Ownership of Materials – Contractor will not pick up unacceptable items. If there is Unacceptable Materials that is identified prior to the collection, the Contractor shall follow the rejection procedure as outlined in 2.6.1 (i).
- f. Disposal Prohibition – The Contractor shall certify to the City that all Yard Waste collected under this contract is in fact delivered to municipal yard waste facility, or farm approved for such purpose by the MassDEP and the City. Violation of this provision shall be considered cause for Contractor default and termination of this contract or other financial penalty in the form of liquidated damages.

2.6.4 Christmas Trees

- a. Set-Out Procedure
 - a. Contractor shall collect undecorated and un-bagged natural evergreen conifer, such as pine, spruce or fir (“Christmas Trees”) from all Eligible Service Recipients and properties listed in Attachment B. For more specific procedures on set out, please refer to Attachment F: Ordinances.
 - b. The Contractor may reject any Christmas trees not set out in accordance with this procedure and instead follow the rejection procedure as outlined in 2.6.1 (i).
- b. Collection Procedure
 - a. The Contractor shall provide two Christmas tree collections on dates in January of each year that are mutually agreed to by the Contractor and City by May 15th of the prior year.
 - b. The Contractor shall collect Christmas trees from Eligible Service Recipients on the pre-approved dates on a schedule route approved by the City.
 - c. All Christmas trees shall be delivered to a local farm designated by the City.
- c. Ownership of Materials – If there is unacceptable material that was identified prior to the collection, the Contractor shall follow the rejection procedure as outlined in 2.6.1 (i).

2.7 AUTOMATED COLLECTION OF RECYCLABLES

2.7.1 Collection of Recyclable Materials

The Contractor shall provide every other week single stream collection on the same day as refuse collection as well as transportation of Single Stream Materials: mixed paper (including: newspaper and inserts; magazines, paper-bound books and catalogs; office and school paper; junk mail; chipboard/boxboard and corrugated cardboard containers) and comingled containers (including: glass -any color- food and beverage containers; aluminum pie plates, containers, clean foil; and all plastic bottles, jars, jugs and tubs; steel, aluminum tin and bi-metal food and beverage containers (collectively, “Recyclables” and as approved and updated by <https://recyclesmartma.org/>) from all eligible Service Recipients properly placed in Automated Recycling Carts.

Recycling is mandatory for all household units receiving municipal collection. For specific language, please refer to Attachment F: Ordinances.

- a. Newburyport’s curbside recyclables must be collected separately from that of other cities, towns, and municipalities, as well as from commercial collections.
- b. Automated Recycling Containers – The City through the Contractor will provide Eligible Residential Service Recipients with a 64 -gallon recycling cart (“Automated Recycling Cart”) per residential occupancy. The City reserves the right to modify the provided Automated Recycling Cart size, in whole or in part when there is a justified need. The Contractor shall provide wheeled carts or other suitable collection containers for municipal facilities, schools and other properties designated on Attachment B, Tables 2 - 9.
- c. Set Out Procedure – Contractor shall collect Recyclables properly placed at the curbside in Automated Recycling Container as well as cardboard that is placed beside the container. For more specific procedures on set out, please refer to Attachment F: Ordinances.
 - a. Failure to collect materials properly set out for recycling as recyclables or placing recyclable material in the refuse truck shall be deemed to be non-performance, which may, at the City’s sole discretion, result in the City exercising its right to impose liquidated damages as set forth in the Contract and/or terminate the Contract after notice of failure to perform, in accordance with the Contract provisions.
- e. Rejection Procedure
 - a. Contractor shall reject improperly set out Recyclables, including Automated Recyclable Containers in which Contractor observes non-Recyclables.
 - b. Contractor shall provide Newburyport’s Sustainability Director/Office with notification of any rejected Recyclables the day of collection but by no later than 9 am the day after collection day , including the address and reason for rejection.

2.7.2 Processing Fee/Revenue Sharing/Recycling Audits

- a. It is the intent of the City to reach an agreement with the Contractor on a formula for a fair fee or rebate for recyclable materials delivered for processing at a facility chosen by the Contractor or the City (“Recycling Processing Fee”). Contractor or recycling processing facility must itemize services covered by the Recycling Processing Fee. The Recycling Processing Fee shall

represent the operational expenses for the Materials Recovery Facility (“MRF”), including both indirect and direct costs. The “net processing fee” – what the city owes or is due- shall be defined as the City’s processing fee per ton after the commodity values are applied.

b. On a monthly basis, the Contractor will provide the City the recycling rate the Contractor receives for their aggregated material. In general, recycling commodities pricing includes the composition of recyclable material by commodity and apply the market value for the commodities to determine the blended value per ton of processed recyclable materials, as listed on Secondary Materials Pricing Index, www.recyclingmarkets.net. The Revenue received by the Contractor will be deducted from the Recycling Processing Fee (price per ton) resulting in a net charge or rebate to the City.

c. According to the City’s current recycling processing vendor, the City of Newburyport routinely receives high marks for its low contamination rate. The City has also received 2 Recycling IQ grants which have shown a contamination rate of 5%.

d. If the Contractor’s recycling material has received contamination rate 15% or higher, the City can require an audit of the City’s recycling material. The Contractor will provide a full composition audit to determine the composition and quality of the City recyclables.. The audit must meet the American Society for Testing and Material (“ASTM”) standards of equivalent (as applicable for recyclables). City officials must be present to observe the audit unless it is conducted by a third-party agent agreed to by the City and the recycling facility. Additional audits may be conducted at the request of the City, and at no additional cost to the City, up to two times per contract year to re-assess the quality and composition of Recyclables collected. The Contractor may audit at its own cost as frequently as it deems necessary to evaluate non-recyclable composition. The City will implement formal enforcement and educational action in collaboration with the Contractor to reduce contamination of recyclables. The City agrees to make good faith efforts to work in collaboration with the Contractor to maintain non-recyclables within the collected materials below a threshold of 10%.

2.7.3 Transport, Processing and Marketing of Recyclables

a. The Contractor shall determine the most cost-effective location for delivery of collected Recyclables. The delivery point may be a transfer location or a location where materials are sorted and prepared for delivery to markets for recycling or reuse. In all cases, the collected Recyclable materials are to be recycled. If the City determines that there are materials not being recycled by the processing facility selected by the hauler, the City may require the Contractor deliver the materials to a different location.

b. The Contractor shall be responsible for assuring those materials delivered to the recycling processing facility meets the processing facilities standards. Therefore, the Contractor is responsible for following the rejection procedure outlined in section 2.7.1 (e) when any recycling container which contains unacceptable materials, improperly mixed materials or materials not properly prepared for collection are identified and rejected.

c. The city has the right to contract separately for recycling processing. Should the city decide to contract directly with another processor such as Republic Services for recycling processing at their Green Works facility in Peabody, Mello will deliver the city’s single stream recycling at a

reduced rate to be negotiated and referencing pricing as defined in Contractors' RFP response dated November 3, 2023 (\$78,0000 less per year).

2.7.4 Acceptable Materials

- a. In addition to the items included as Recyclable in Section 2.7.1, the City is looking to the Contractor to make efforts to increase the materials that may be recycled to the extent permitted by recyclable markets. If the Contractor learns of changes in the acceptable materials or preparation requirement at the recycling facility, the Contractor shall notify the City as soon as possible.
- b. Any penalties and fines imposed by a recycling processing facility for failure to meet specifications and any turn-backs of trucks shall be the sole responsibility of the Contractor. Any and all tipping fees or other disposal costs for rejected recyclable materials shall be the sole responsibility of the Contractor.

2.8 PUBLIC RECYCLING/DOWNTOWN BUSINESS DISTRICT – Official City of Newburyport carts located in the downtown business district shall be provided and serviced on a weekly basis.

2.9 SPECIAL EVENTS/COLLECTIONS

- a. The City holds several annual special events at which the Contractor shall provide 30- yard containers and/or dumpsters for the collection of Refuse and for the collection of Recyclables. See Attachment B, Table 7. Contractor shall collect the materials from their respective containers at the end of these events (and within forty-eight (48) hours). The City will provide Contractor with at least five (5)-days advanced notice of each special event. Contractor shall include the cost of providing this service in the overall costs for refuse collection and transport, and recycling collection and processing.
- b. The Contractor shall provide prices for roll-off rental including the cost of disposal, in the event the City requires additional disposal services.
- c. In the event of a disaster, such as flooding, fire, hurricane or other disaster, natural or otherwise, causing an unusually high level of refuse or debris, Contractor will participate with the City in planning strategies for response. Invoicing for these tasks must be separate for FEMA or any other Federal or State government agency reimbursements and specially list dates of service rendered.

2.10 PUBLIC EDUCATION AND OUTREACH

- a. The Contractor for Refuse, Recycling and Yard Waste and Christmas Tree collection shall pay or reimburse the City for the production, printing and postage expenses related to distributing an annual Environmental Health Information guide to all Service Recipients as well as any service change information that is needed. The maximum allowed expense is \$8,000.00 per fiscal year. The guide will contain the approved collection schedule, a list of acceptable

materials and set out requirements for all curbside material streams, trash rules and limits as well as telephone numbers or website addresses for residents to contract the Contractor. The City will provide a draft to the Contractor prior to April 1 of each contract year and incorporate any reasonably requested changes. A sample of the current annual guide which includes current street listings and collection days is linked [HERE](#). It is anticipated and expected that the Contractor shall participate in educational efforts of the City to promote and improve the recycling program, including rejecting unacceptable materials set out for recycling as described in 2.7.1(e) above.

b. In addition to the annual guide, the Refuse and Recycling Contractor will contribute \$5000 for clean-up and beautification per fiscal year due by the end of each fiscal year.

2.11 COMMUNICATION BETWEEN SERVICE RECIPIENT AND CONTRACTOR

a. The Contractor shall display its name and website/phone number on each vehicle for all services along with the vehicle number. The Contractor's name and website shall be lettered at least eight (8) inches high and easily visible to the public on each vehicle. The vehicle number shall be at least eight (8) inches high. In the event of a change to the Contractor's contact information, the City shall be notified and vehicle information must be updated within twenty-four (24) hours of the effective time of the change.

b. The Contractor shall provide customer service related to all collection services, including customer service associated to missed collection or any questions or complaints.

c. Local support staff for Contractor and/or use of an online scheduling tool is strongly desired by City. If the Contractor utilizes a call center for scheduling, the assigned customer service personnel must be familiar with the City's collection program, including set out and scheduling limits and must not be assigned to respond to a national customer base.

d. City prefers that Contractor maintain an adequately staffed local office where calls, questions, requests, complaints and other inquiries from service recipients shall be received, documented and resolved. The local office shall be able to receive calls, questions, requests, complaints and other inquiries between the hours of 8:00 AM and 4:00 PM (Eastern Time), Monday through Thursday and 8 am to 3 pm on Fridays, except on federal holidays. During and after hours the supervisor will be available to assist city staff with resolution to issues.

e. All calls and on-line communication to the Contractor's local office must be logged. At a minimum, the Contractor must document the following information:

- The date and the time the call when received;
- The name, address and contact information of the caller;
- Details of the reason for the call;
- If a message was received, the date and time of each attempt to contact the caller in response and the send date of any written notice;
- All action by Contractor taken to satisfy the request or complaint of including times and dates that action was taken by Contractor;

- Final resolution or disposition of the matter presented to the Contractor, including date and time;
- Any additional information to aid in quality improvement.

f. All complaints received by the Contractor's office before 2:00 PM will be acted upon forthwith by the Contractor on that day. Contractor will make efforts to resolve complaints made at 2:00 PM or later that day, if possible, but in no event later than the following day, if necessary. The Contractor's vehicles shall be equipped to ensure prompt and efficient communication regarding complaints received by Contractor in its office to collection vehicles in the field at all times.

The Contractor shall provide alternate means to submit complaints during off-hours in the form of an email address or mobile application, and shall respond to all calls received prior to 4:00 PM on the day the call was received. If all attempts to return the call have failed on the day the call was received, the Contractor shall make subsequent attempts on the next business day following receipt of the original call.

2.12 VEHICLE SAFETY

- a. The Contractor shall be responsible for obtaining and maintaining all Federal, State and Local permits and approvals. Each collection vehicle shall be equipped with all safety equipment required by law.
- b. The Contractor shall ensure that caution is used at all times in the operation of all vehicles and shall specifically instruct all drivers and other personnel of the following restrictions and requirements:
 - Collection vehicles shall not obstruct or block passage of other motor vehicles, except during collection of a curbside container
 - Collection vehicles shall not be operated in reverse unless absolutely necessary, i.e., in the case of a dead-end street with no turn-around.
 - Backing of vehicles is prohibited if school-age children are in the area.
- c. Collection vehicles and any other of the Contractor's vehicles in City shall not be permitted to idle in violation of any state or other application laws pertaining to vehicle idling, and the Contractor shall annually educate all of its employees as to the provisions of the state's anti-idling law, M.G.L. Chapter 90, sections 16A and 16B.
- d. Collection vehicles shall be inspected daily by the Contractor to ensure that all safety equipment, including back-up alarms and warning lights are operating properly.
- e. Collection Vehicle Age – The City desires that no collection vehicle be older than 5-7 years old.

2.13 LOCAL STAFFING AND EMPLOYEE STANDARDS

- a. The Contractor shall provide a sufficient number of competent employees to carry out the work called for by these specifications and shall provide a full-time Contract Field Supervisor to whom all orders and directions may be given on behalf of the City. The Field Supervisor shall be available of each designated collection day directly to supervising collections within the City to ensure compliance of these specifications.
- b. The Contractor shall, not less than thirty (30) days prior to the commencement date of this contract, obtain all federal, state and local permits, licenses and certificated as are required by law and to carry out its obligations under the contract. During the term of this contract, including any extension thereto, Contractor shall carry out its obligations in compliance with all applicable judicial and administrative interpretations thereof.
- c. If the Contractor subcontracts with any other entity to carry out its obligations under this contract, it shall ensure that such entity carries out such obligations in compliance with all applicable provisions of federal, state and local laws and regulations, and any applicable judicial and administrative interpretations thereof. All subcontracting is subject to the City's prior approval.
- d. The Contractor, at its sole cost and expense, shall maintain current and valid permits, licenses, certificates and approvals necessary for all drivers/operators on its collection vehicles in accordance with State and Federal laws and regulations.
- e. Upon request by City, the Contractor shall provide proof of any necessary permits and licenses.
- f. The Contractor shall be solely responsible and certify to City that all operators of motor vehicles on public ways, who are engaged in any activity associated with these services, are properly and lawfully licensed and shall meet all requirements pursuant to M.G.L. Chapter 90, all relevant laws and regulations, and any requirements of the Commonwealth of Massachusetts and/or the United States Department of Transportation.
- g. Employees of the Contractor will be in regular contact with City's residents and businesses. As such, they are required to act in a courteous and respectful manner at all times, and shall be fully prepared to answer questions or respond to complaints made by residents concerning Refuse and Recyclables and all other disposal services. All employees and Contractors shall conduct themselves appropriately towards all members of the general public. Rude and offensive conduct, including foul and abusive language, shall not be tolerated. The City may require that an employee behaving inappropriately be removed from employment in the City under the Contract. The Contractor must provide all its employees with adequate training, instructions, and materials so as to ensure all employees understand and can communicate to residents the acceptable and unacceptable materials for all provided disposal services. The Contractor shall ensure that all its employees working in City are familiar with and at all times comply with state and local waste ban regulations.
- h. Whenever the City shall notify the Contractor in writing that any employee of the Contractor is incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall take such steps as are necessary to ensure that such conduct is not repeated.

i. The Contractor stipulates that it will pay employees subject to the Massachusetts Prevailing Wage Law, throughout the term of the Contract, at least the prevailing prescribed rate of wage as determined by the Commonwealth of Massachusetts Department of Labor Standards (DLS). Attachment E, containing applicable rates, is incorporated by reference herein. Each Contractor and subcontractor shall furnish to DLS any such statements as required by law. The Contractor shall provide documentation of its compliance with the Prevailing Wage Law to the City immediately upon request, this includes but is not limited to, certified payroll records.

j. The Contractor must provide each of its employee performing services pursuant to the contract with an appropriate uniform that identifies the employee as an employee of the Contractor. The uniform must be worn at all times the Contractor's employee is on duty performing services for the City. The City reserves the right to approve the uniform furnished by the Contractor. Contractor must also provide its employees, and all employees must wear, appropriate safety gear, including, but not limited to, wearing a safety reflective vest bearing the name of the Contractor.

2.14 DAILY CONTACTS, DIRECTIONS, COMPLIANCE WITH LAWS, RULES, REGULATIONS AND ORDERS

a. If requested to do so by the City at any time during the term of this contract, the Contractor shall contact the office of the Sustainability Director / Office, in person, or by telephone, on each collection day in order to receive any special directions or complaints and to advise the City of any problems encountered during the route.

b. The Contractor shall comply with any reasonable directions that may from time to time be given by the City regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the City may deem advisable to improve the overall collection service.

c. The Contractor(s) shall comply with all applicable laws, bylaws, rules, regulations and orders issued or that may be issued by the City or the Commonwealth of Massachusetts, including any entity having authority over refuse and recycling collection.

2.15 RECORD KEEPING AND REPORTING

2.15.1 Communication Between the City and the Contractor

a. For the purposes of communication between the Contractor(s) and the City, the Contractor shall provide not less than:

- mobile telephone numbers for use by the Contractor's representative(s);
- one (1) customer service line;
- one (1) email address of the same representative.

b. The Contractor(s) and the City shall meet as necessary at the request of either party at a time and place mutually agreed upon.

2.15.2 Audits

The City, at its sole discretion, may conduct audits of the operations, operating procedures and records of the Contractor(s) and its subcontractors as relevant to the terms and procedures of the Contract.

2.15.3 Reports

a. Daily and Weekly Reports

- The Contractor(s) shall be responsible for notifying the City on any missed or standing routes that could not be collected for any reason before the end of the same business day.
- The Contractor shall record each address where a rejection tag was left because of rules and/or contaminations in a daily log which may be submitted to the City by 9:00 AM the day following the collection day as requested.
- For the designated days of curbside Yard Waste and Christmas Tree collection, a report detailing all streets covered can be provided as requested by the City, with a GPS report, by the next business day. .
- Reports will be provided in electronic format or through an electronic portal.

b. Monthly Reports – The Contractor shall electronically provide City all copies of weight slips for Refuse and Recyclables. collected under this contract with each invoice.

c. Other Records – Contractor shall provide City with any other information or documents as reasonably requested from the City from time to time.

2.15.4 Inspections

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

PART 3: REQUESTED FORMS

3.1 CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this 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.

Date

Name of Entity submitting bid, whether individual, partnership, corporation, joint venture or other business or legal entity.

By _____
Authorized signature of entity submitting proposal

Signer's duly authorized position, office or title

3.2 STATEMENT OF TAX COMPLIANCE

The Bidder certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support. The Bidder also understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the party ultimately chosen as Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Federal Identification Tax Number

Name of Entity submitting bid, whether individual
partnership, corporation, joint venture or other
business or legal entity

Type of Entity

Address

Telephone

By _____
Authorized Signature of Entity submitting bid

Bidder's duly authorized position, office or title

3.3 CERTIFICATION OF CORPORATE AUTHORITY

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

held on _____ it was VOTED that:
(Date)

(Name) (Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Title)

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

(Clerk)

CORPORATE SEAL:

241362/kope/0003

PART 4: ATTACHMENTS

Attachment A

Table 1: City Description and Eligible Service Recipients

PROPERTY TYPE	FAMILY UNITS
Single Family	4,453
Two (2) Family	270
Three (3) Family	50
Condominium Units	2,409
Commercial / Mixed Use	375
Exempt	240
Total Eligible Service Recipients	8,187

Table 2: Tonnage

YEAR	SOLID WASTE	SINGLE STREAM RECYCLING
CY2019	5,340	2,136
CY2020	5,642	2,438
CY2021	5,683	2,288
CY2022	5,406	2,146
CY 2023	5,404	2,071

Total Population	18,295
Roadway Miles	68.26
Square Miles (Area)	8.4
Total Tonnage (CY22)	Refuse: 5,406; Recycling: 2,146
Current Frequency of Service	Weekly manual refuse collection Bi-weekly automated recycling Weekly private pay SSO collection (@1000 hhs)
Refuse Disposal Site	Win Waste North Andover or an alternative site <25 miles from Newburyport; tips fees paid directly by City.

Table 3: Observed Holidays

(Subject to Change)

New Year's Day
Memorial Day
Labor Day
Independence Day
Thanksgiving Day
Christmas Day

Attachment B

Newburyport Service Specifications as of June 1, 2023:

Table 1: Municipal Buildings Solid Waste Containers / Services

FACILITY	ADDRESS	SOLID WASTE		
		Dumpster Size (yards)	Qty	Collection Per Week
City Hall/Police Department	60 Pleasant Street	1 – 8	1	1
Fire Department	Greenleaf Street	1 – 8	1	1
Fire Department	Storey Avenue	1 – 2	1	1
Sewer	Water Street	1 – 6	1	2
Sewer	Water Street	1 – 2	1	1
DPS	Perry Way	1 – 8	1	1
Recycling Center	Crow Lane	1 – 30	1	2
Kelleher Park	Kelleher Park	1 - 8	1	1
Sullivan Building	Temple Street	1 - 8	1	1
Horton Terrace	North Atkinson Street	1 - 8	1	1

Table 2: Municipal Buildings Recycling Containers / Service

FACILITY	ADDRESS	RECYCLING		
		Container Type	Qty	Collections
City Hall	60 Pleasant Street	Barrels	3	Weekly
Fire Department	Greenleaf Street	Barrels	2	Bi-monthly
Fire Department	Storey Avenue	Barrels	2	Bi-weekly
Library	State Street	Barrels	5	Weekly
Library	State Street	10-yard dumpster(s)	1	Twice/year
DPS HQ	Perry Way	Barrels	2	Bi-monthly
Sewer	115 Water Street	Barrels	2	Bi-weekly
Recycling Center	Crow Lane	8-yard dumpster(s)	5	Weekly
Horton Terrace	North Atkinson	Carts	8	Bi-monthly

Table 3: Schools Solid Waste Containers / Service

FACILITY	ADDRESS	SOLID WASTE		
		Dumpster Size (yards)	Qty	Collection Per Week
NHS	High Street	10	1	1
Bresnahan School	High Street	10	1	1
Nock/Molin School	Low Street	10	1	1
Note	All	Summer as Needed		

Table 4: Schools Recycling Containers / Service

FACILITY	ADDRESS	RECYCLING		
		Container Type	Qty	Collections
NHS	High Street	10-yard	1	Weekly
Bresnahan School	High Street	10-yard	1	Weekly
Nock/Molin School	Low Street	10-yard	1	Weekly
River Valley Charter School	Low Street and Perry Way	Barrels	5	Bi-weekly
Immaculate Conception School	Green Street	Barrels	5	Bi-weekly

Table 5: Other Municipal Locations / Trash Containers

Location	Quantity	Size	Frequency
Spring Fest – May			Chamber
Fall Fest – October			Chamber
Yankee Homecoming	2 (Recycle and Trash)	30-yard	8-day festival pick-up as needed

**Location of container TBD by municipality. Quantity equals one delivery and pick-up.*

Table 6: Non-Residential Organic/Food Waste

LOCATION	QUANTITY	SIZE	FREQUENCY
115 Water Street	4	64 gal.	Weekly
23B Colby Farm Lane	1	64 gal.	Weekly
Washington Street	1	64 gal.	Weekly

Table 7: Condominiums

List of condominium complexes greater than 7 receiving City service– only one pick up per week.

CONDO COMPLEXES > 7 UNITS	UNITS
BEACON & PINE CONDOS	
20 – 22 Beacon & 11 Pine Street	18
60 – 64 Carter Street	12
1 – 95 Clipper Way	76
19 – 21 Congress Street	8
52 Fair Street	12
37 ½ Forrester Street	14
2 – 4 Fulton Street	8
84 – 86 High Street	8
156 – 162 High Street	11
42 – 48 Kent Street	16
EAST ROW CONDOS	
1 – 11 Liberty Street	24
91 – 95 Lime Street	8
11 Market Square	11
1 Merrimac Street	29
HORTON'S LANDING CONDOS	
58 Merrimac Street	19
RIVERS EDGE	
126 Merrimac Street	62
129 Merrimac Street	20
147 – 149 Merrimac Street	8
MOSELEY VILLAGE	

1 – 15 Moseley Place	14
2 – 14 Noble Street	10
1 – 29 Parker Ridge Way	31
100 State Street	9
COURTYARD CONDOS	
53 Warren Street	64
1 – 5 Water Street	10
19 – 23 Water Street	10
8 – 22 Winter Street	8
9 – 23 Woodman Way	8
1 – 18 Zabriskie Drive	49
Total	597

Table 8: Condominium Solid Waste & Recycling

All residents are entitled to recycling services. In addition to curbside pick-up, the following condos have additional containers.

NAME	NUMER OF UNITS	TYPES OF COLLECTION	PICK UP DAY
Rivers Edge Condos	60	1 8-yard 2 toters	Weekly
Courtyard Condos	60	1 2-yard (<i>solid waste</i>) 7 toters	Bi-weekly
Beacon & Pine Street Condos	18	1 8-yard 6 toters	Bi-weekly
Horton's Yard Condos	20	1 8-yard (<i>cardboard</i>) 1 6-yard (<i>solid waste</i>) 1 toter	Weekly

Private Roads Meeting Criteria as set forth in Ordinance Under Chapter 8 Article 3 Solid Waste Accepted as of July 2024

NAME	STREET NAMES	NUMBER OF HOMES
Port Place/Evergreen Commons	Duffy Drive Gabaree Court	38
Bashaw Farm	Doyle Drive and Colby Farm Lane	15
The Stables at Bashaw Farm	Colby Farm Lane	8
Wright's Court	Wright's Court	3

Attachment C

Price Fluctuations & Fuel Surcharge

The annual base price cost varies from Year 1 to Year 2 and all consequent years. This increase is accommodating various factors, such as Consumer Price Index and Prevailing Wage Rates.

In addition, Fuel Adjustments are to be included in the monthly invoices based on the calculation described below:

Fuel Adjustment Formula

Beginning on July 1, 2025, the Contractor or the City will be entitled to quarterly fuel adjustments. The quarterly adjustment to the base price contract price is based on the difference between the average three-month price of diesel fuel as measured by The monthly New England No 2 Diesel Retail Rates by All Sellers as published by the Energy Information Administration (the "EIA Index") and the Baseline Fuel Price in this Attachment.

For the term of this contract, the High Baseline Fuel Price is _\$5.00_ per gallon and the Low Baseline Fuel Price is _\$4.00_ per gallon (including taxes) for diesel fuel.

Increases or decreases, as determined above, will be applied to the predetermined volume of fuel used (baseline gallons), which will be based on actual fuel use.

Adjustments will be made quarterly on the first day of each quarter, and any adjustments will be reflected in the monthly invoice to the City of Newburyport in equal monthly installments over the ensuing 3-month period. These adjustments are based on the previous 3-month average cost of diesel fuel as determined by the EIA Index referenced above.

All Monthly Fuel Adjustments to contract price, increase or (decreases), will be made to the monthly base cost of collection services then in effect which is established July 1, October 1, January 1 and April 1 of each fiscal year.

Attachment D

DISPOSAL PROHIBITION CERTIFICATION

The undersigned certifies to the City that all materials collected are delivered to a processing facility, broker, or end user approved for such purpose by the Massachusetts Department of Environmental Protection (MassDEP) and the City. Violation of this provision shall be considered cause for Contractor default and termination of the contract or other financial penalty in the form of liquidated damages.

Date

Name of Entity submitting proposal, whether individual, partnership, corporation, joint venture or other business or legal entity.

By _____
Authorized signature of entity submitting proposal

Signer's duly authorized position, office or title

Attachment E



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

THE COMMONWEALTH OF
MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND
WORKFORCE DEVELOPMENT

DEPARTMENT OF LABOR STANDARDS

LAUREN JONES
Secretary

MICHAEL FLANNAGAN
Director

Prevailing Wage Rates

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

Awarding Authority: City of Newburyport

Contract Number: **City/Town: NEWBURYPORT**

Description of Work: Contractor shall provide the municipality all labor, services, equipment and material required for the collection and hauling of solid waste and recyclable materials.

Job Location: 60 Pleasant St, Newburyport, MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multiyear CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded

for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a subcontractor.

- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journey worker's rate.**

- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <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.

- Contractors must obtain the wage schedules from awarding authorities. 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.

- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle Driver {NEWBURYPORT}	07/01/2022	\$23.42	\$10.86	\$0.00	\$0.00	\$34.28
	07/01/2023	\$23.89	\$10.86	\$0.00	\$0.00	\$34.75
	07/01/2024	\$24.37	\$10.86	\$0.00	\$0.00	\$35.23
	07/01/2025	\$24.86	\$10.86	\$0.00	\$0.00	\$35.72
	07/01/2026	\$25.86	\$10.86	\$0.00	\$0.00	\$36.22
	07/01/2027	\$26.17	\$10.86	\$0.00	\$0.00	\$37.03
	07/01/2028	\$26.69	\$10.86	\$0.00	\$0.00	\$37.55
Laborer {NEWBURYPORT}	07/01/2022	\$22.50	\$10.86	\$0.00	\$0.00	\$33.36
	07/01/2023	\$22.95	\$10.86	\$0.00	\$0.00	\$33.81
	07/01/2024	\$23.41	\$10.86	\$0.00	\$0.00	\$34.27
	07/01/2025	\$23.87	\$10.86	\$0.00	\$0.00	\$34.73
	07/01/2026	\$24.35	\$10.86	\$0.00	\$0.00	\$35.21
	07/01/2027	\$24.84	\$10.86	\$0.00	\$0.00	\$35.70
	07/01/2028	\$25.34	\$10.86	\$0.00	\$0.00	\$36.20

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the

Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L.

c. 23, ss. 11E-11L.

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

Issue Date: 06/22/2023

Wage Request Number: 20230615-090

Attachment F

Ordinances

- **Chapter 8 - HEALTH AND SANITATION^[1]**
- **ARTICLE III. - SOLID WASTE^[3]**
 - **DIVISION 1. – GENERALLY**
 - **Sec. 8-81. - Business district described.**

The boundaries of the business district are Water Street (commencing at W.E. Atkinson Co.), Market Square, Merrimac Street to Green Street (west side), State Street, Pleasant Street to Titcomb Street, Green Street, Harris Street, Hale's Court, Unicorn Street, Prince Place, Inn Street, Center Street, Liberty Street to Center Street, and Middle Street to Center Street.

- **Sec. 8-82. - Commercial containerization and removal.**

All establishments, institutions and residential inhabitants which generate solid waste for collection by refuse contractor and city department of public works, and previously approved by them, shall abide by the requirements prescribed in this article.

- **Sec. 8-83. - Regulations.**

(a) No disposable refuse shall be exhibited for collection prior to 5:00 p.m. on the day before the day of collection.

(b) (1) Commercial and residential disposable refuse in the downtown district, as defined in [section 8-81](#), must be placed in closed containers. All loose material shall be broken down and securely tied.

(2) Residential disposable refuse outside of the downtown district must be placed in closed containers or durable heavy bags and securely tied. All loose material shall be broken down and securely tied.

(c) Commercial refuse containers shall be removed from sidewalks within one (1) hour after collection. Residential containers shall be removed from the street by 6:00 p.m. on the day of collection.

- (a) It shall be unlawful for any owner, manager or employee of a commercial establishment or institution or resident of the boundary area described in [section 8-81](#) to deposit solid waste from that commercial establishment, institution or residence in any receptacle maintained by the city for the disposal of litter by pedestrians.

(e) All commercial, institutional and residential customers will place disposable refuse in such a manner as not to interfere with motorist or pedestrian travel.

(f) Enforcement of these provisions shall be by the police department, board of health or department of public services. Each offense of subsections (a) through (e) and (h) shall be punishable by a fine of twenty-five dollars (\$25.00).

(g) No dumpsters shall be picked up and/or emptied in residential areas between the hours of 10:00 p.m. and 7:00 a.m. Penalty for violation of this subsection shall be a written warning for the first offense, followed by a three-hundred-dollar fine for each subsequent offense issued to the operator of the vehicle. Enforcement of this provision shall be by the police department.

(h) Said disposable refuse shall be the property of the owner, representative of the owner, occupant or operator.

- **Sec. 8-84. - Litter in public places.**

No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the city, except in public receptacles or in authorized private receptacles provided for collection of such refuse. Each such offense shall be punishable by a fine of fifty dollars (\$50.00).

- **DIVISION 2. - RECYCLING**

- **Sec. 8-85. - Title.**

This division shall be known and may be cited as "Recycling Ordinance of the City of Newburyport" hereinafter referred to as "this division."

- **Sec. 8-86. - Purpose.**

The purpose of this mandatory division is to require as stipulated herein the separation and collection of recyclable materials to facilitate the recovery of such materials in a manner that allows them to be recycled and thereby reducing the City of Newburyport's contribution to the waste stream.

- **Sec. 8-87. - Administration and enforcement.**

(a) *Administrative official.* This division shall be administered through the City of Newburyport board of health and its health department under the auspices of its director or their designee. The director shall have such powers as conferred to the position by this division.

(b) *Duties of administrative official.* Acting as an agent through the board of health it shall be the duty of the administrative official to enforce the terms and conditions of this division and to act as management official toward the implementation of this division and contracts referred to herein.

- **Sec. 8-88. - Definitions.**

(a) *General.* The intent of this section is to provide definitions for certain terms, words and/or series of words which are to be utilized in the interpretation of this division whether or not the definition stated herein is contrary to common usage or contrary as quoted in a common dictionary, except as may otherwise be defined. All words in the plural number include the singular number. All words used in the present tense include the future tense.

(b) Definitions.

(1) City shall mean the City of Newburyport.

(2) Ashes is the residue from the burning of wood, coal, coke, or other combustible material.

(3) Bulk item shall mean an item of solid waste larger than twenty-four (24) inches by thirty-six (36) inches by eighteen (18) inches and/or heavier than fifty (50) pounds.

(4) Debris shall mean stones, dirt, demolition material, broken concrete and other like material.

(5) Yard waste shall mean brush, branches, small trees and bushes, grass clippings, leaves and other similar material.

(6) Collector shall mean the agency, corporation, firm and or persons responsible as contracted by the city for the collection of recyclables.

(7) Garbage is putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food.

(8) Household shall mean any combination of persons living in a dwelling unit as defined by the State of Massachusetts Sanitary Code as amended.

(9) Person is any individual, firm, partnership, association, corporation, or organization of any kind.

(10) Recyclable means any discarded material which may be reclaimed and which are considered reusable and/or saleable by the city. For the purpose of this division they shall be defined as all materials listed in [section 8-90\(b\)](#), materials collected.

(11) Regulations shall mean those regulations as set forth by the administrative official for the purpose of implementing the terms and intent of this division.

(12) Rubbish is all no putrescible solid wastes (excluding ashes and recyclables), consisting of both combustible and noncombustible wastes such as; paper, cardboard, rags, metal, wood, glass, bedding, crockery, and other similar materials.

(13) Shall is considered as mandatory and directory.

(14) Solid waste is all putrescible and no putrescible refuse (except body wastes) including garbage, rubbish, ashes, dead animals, and solid market and industrial wastes.

(15) Used includes designed, intended, proposed, existing, or arranged to be used.

(16) Board of health shall mean the board of health of the City of Newburyport.

- **Sec. 8-89. - Compliance.**

This division shall apply to all "persons," who currently or hereafter receive services from the city or any company contracted by the city for the collection of solid waste. Compliance with the requirement to recycle allowable materials as defined herein, [section 8-90\(b\)](#), materials collected,

items (1) through and including (4), is mandatory by all "persons." Further no person shall cause any allowable materials as defined herein to be placed in the solid waste which is caused to be picked up by the city.

- **Sec. 8-90. - Collection.**

(a) *Area and schedule of collection.* Collection shall be in all areas and to all persons who are currently or hereafter served by the solid waste collection services of the city. Zones for collection of recyclable materials as defined in the regulations shall be as indicated on the map titled "Solid Waste and Recyclable Zones" which is kept on file in the offices of the health department. Collections shall be pursuant to the regulations of the board of health as set forth through [section 8-92](#) herein. The scheduling of collections shall be established by the administrative official pursuant to the regulations set forth by board of health. Except in non-residential districts, or as expressly approved, in advance, by the administrative official, no recyclable materials shall be picked up and/or emptied into a vehicle, nor shall any such vehicle or related mechanical equipment be left idling or otherwise operating within the City of Newburyport between the hours of 10:00 p.m. and 7:00 a.m., on any day of the year. Penalty for violation of this subsection shall be a written warning for the first offense, followed by a three-hundred-dollar (\$300.00) fine for each subsequent offense issued to the operator of the vehicle. Enforcement of this provision shall be by the police department, board of health, or department of public services.

(b) *Allowable materials.* The following allowable materials collected for the purposes of this division shall be limited to those materials that are defined as recyclable. The following allowable materials are considered recyclable and must be in the condition as stated below:

(1) *Paper products.* Clean and unsoiled paper not including miscellaneous stationery products or paper products other than those listed in the following categories:

- a. Newsprint, all newspapers and newspaper advertisements, supplements, comics and enclosures;
- b. Computer paper, noncarbonized and untreated;
- c. Magazines; periodical reading material.

(2) *Glass products.* Three colors of glass; clear, brown, green, which shall be limited to unbroken glass bottles emptied of all contents and without caps. This shall not include dishes, crockery, window glass, glass blocks, plate glass or spark plugs or any other like glass material or object.

(3) *Metal products.* Recyclable metal products shall be limited to tin and aluminum cans and containers recyclable metal products shall not include any: Bulk items, machinery, devices or implements such as; washers, refrigerators, stoves, hot water heaters, bicycles, springs, tire rims, pipes or scrap metal or other like material.

(4) *Plastic products.* Plastic containers labeled #1 through #7 are allowed.

(c) *Set-out requirements.* Recyclables shall be separate from solid waste and debris and placed at the street curb or curb line for collection at the scheduled time and in the manner as set forth herein and in the regulations. Where required persons shall use the appropriate recycling bin as supplied by the city. Persons placing any recyclable shall do so in a manner that the recyclable will not become a hazard to public travel, health, safety or to be a nuisance of any sort.

(1) *Paper products.* All such products shall be placed in paper bags commonly used for groceries. In the event of inclement weather paper products shall be secured in the manner herein above and covered by a secured plastic or placed inside a plastic bag.

(2) *Glass products.* All such products shall be placed in recycling bins as supplied by the City of Newburyport.

(3) *Plastic products* All such products shall be crushed and placed in the recycling bin as supplied by the City of Newburyport.

(d) *Anti-scavenging.* Except as contracted with the City of Newburyport no person shall pick up or procure any of the above which is deemed recyclable once the material has been set out for collection by the city under this division.

- **Sec. 8-91. - City to recycle and dispose properly of yard waste.**

(a) *Use of recycled paper products.* The City of Newburyport, including any and all departments, shall procure paper products such that no less than seventy-five (75) percent, calculated or by cost, of such paper products each fiscal year shall be labeled as "recycled" by the Forest Stewardship Council (FSC), or its equivalent. It shall be the responsibility of each department head to ensure the implementation of this section.

(b) *Recycling of recyclable materials.* The City of Newburyport, including any and all departments, shall develop and implement a recycling program for all recyclable materials with the intent of recycling no less than seventy-five (75) percent of said recyclable materials. The board of health may promulgate regulations regarding this section. It shall be the responsibility of each department head to ensure the implementation of this section.

(c) *Disposal of yard waste.* The City of Newburyport, including any and all departments, shall dispose of all yard waste generated from city-owned properties using the Colby Farm Lane Facility, unless leaving such waste on site is merited by best practices for responsible forestry as promulgated by the National Association of Forestry, or unless otherwise directed by the board of health in response to a temporary emergency. The board of health may promulgate regulations regarding this section. It shall be the responsibility of each department head to ensure the implementation of this section. Any city-operated compost facility shall be approved by the sustainability office and shall conform to M.G.L.A. c. 111 § 150A.

- **Sec. 8-92. - Regulations.**

The board of health is hereby authorized to enact from time to time such regulations as it shall deem in the public interest for the; scheduling, collection, separation, recovery, removal, storage, rates for fines and disposition of recyclable material. Such regulations shall require a two-thirds

vote of the board of health for passage. The regulations shall become effective immediately upon passage and they shall be published within seven (7) days of passage once in a daily newspaper having circulation in the City of Newburyport.

- **Sec. 8-93. - Enforcement and penalties.**

Any person, firm, or corporation that violates or neglects to comply with any provisions of this division or any regulation promulgated pursuant hereto shall be fined in an amount not to exceed one hundred dollars (\$100.00) for each violation. Such fines shall be of a noncriminal nature and shall be as follows: First violation fifty dollars (\$50.00), the second violation seventy-five dollars (\$75.00), and the third one hundred dollars (\$100.00). Such fines shall be levied by the administrative official as defined above. Enforcement of this division shall be the responsibility of the board of health.

- **Sec. 8-94. - Responsibilities of collector.**

The collector shall be required to comply with all responsibilities as required in the most recent contract or amendments thereto between the City of Newburyport and said collector. If the City of Newburyport directly assumes the responsibility of collector then the city through its board of health shall develop a scope of responsibilities to identify all responsibilities of the city in collection of recyclables.

PART 5: PRICE PROPOSALS

BASELINE SERVICES	YEAR 1: <i>July 1, 2024 – June 30, 2025</i>	YEAR 2: <i>July 1, 2025 – June 30, 2026</i>	YEAR 3: <i>July 1, 2026 – June 30, 2027</i>	YEAR 4: <i>July 1, 2027 – June 30, 2028</i>	YEAR 5: <i>July 1, 2028 – June 30, 2029</i>
OPTION 1: Curbside MSW Collection <i>Weekly pick-up – manual (35/48/64 gal. carts)</i>	\$1,630,800.00	1,687,878.00	1,746,953.73	1,808,097.11	1,871,380.51
OPTION 2: Recycling Processing <i>Should the city contract directly with Republic Services for Processing of Single Stream Recycling, \$78,000 will be deducted from annual collection contract pricing. As agreed to and signed on November 3, 2023 contract terms letter.</i>					

OTHER SERVICES	YEAR 1: <i>July 1, 2024 – June 30, 2025</i>	YEAR 2: <i>July 1, 2025 – June 30, 2026</i>	YEAR 3: <i>July 1, 2026 – June 30, 2027</i>	YEAR 4: <i>July 1, 2027 – June 30, 2028</i>	YEAR 5: <i>July 1, 2028 – June 30, 2029</i>
Yard Waste Curbside Collection <i>Five (5) Saturdays – spring and fall to yard waste facility or local farm</i>	<i>No additional charges</i>				
Christmas Tree Curbside Collection <i>To local farm two (2) times a month during January</i>	<i>No additional charges</i>				
Bulky Item Curbside Collection (By Appointment) <i>Please describe service, frequency, cost per item, if this would be a turnkey program (no cost to the City of Newburyport) other than promoting</i>	<i>No additional charges</i>				
Dumpster / Roll-Off Services from Recycle Yard <i>Provide per haul cost and current rebate or charge</i>	<i>One pull per week included. Additional haul for trash at Recycling Center on Colby Farm will be \$175 per haul if more.</i>				
Paper / Cardboard Roll-Off or Dumpsters	<i>No additional charges.</i>				
Metal & Freon	<i>No additional charges.</i>				
Education Funded to the City	<i>\$8,000 annually or as needed</i>				
Beautification Funded to the City	<i>\$5,000</i>				

I (We) certify that these prices are accurate and shall remain effective for nine (9) months from date of signing, and for the duration of the contract, if selected by the City.

Company: _____

Signed By: _____

Title: _____

Date: _____