

TOWN OF WRENTHAM¹

CONTRACT # _____

DATE: 6/17/2021

This Contract is entered into on, or as of, this date by and between the Town of Wrentham, 79 South Street, Wrentham, MA 02093 (the "Town"), and

E.L. Harvey and Sons, Inc.

["Contractor"]

B.J. Harvey

[Contact Name for Responsible Person]

68 Hopkinton Road

Westboro, MA 01581

[Address of the Contractor]

508-836-3039

[Telephone Number]

[FAX Number]

bjharvey@elharvey.com

[email address]

1. This is a Contract for the procurement of the following:

Addendum A: Solid Waste & Recycling Collection, Transportation, Disposal and Processing Scope of Services

2. The Contract price to be paid to the Contractor by the Town is:

Addendum B: Contractors Pricing Proposal for Collection and Disposal of Solid Waste and Recycling

Addendum C: Contractor Processing Cost Example; with a fixed processing cost of \$80 per Ton the Contract Term.

Addendum D: Charges to Residents above Contract Allotment

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made

¹ Contract Short Form - Services

by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed Contractor's Pricing Proposal as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the project is completed, and the related services are complete.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all addendums thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before July 1, 2021 through June 30, 2024, unless extended, in writing, at the mutual agreement between the Town and the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor prior to commencement of the Services, and shall be maintained throughout the duration of the Contract.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Wrentham shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Services provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Town Administrator; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Wrentham unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Wrentham shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings,

claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

Failure to provide and continue in force the following insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor must provide notice to the Town immediately upon cancellation or modification of the policy. All Certificates of Insurance shall be on the "MILA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

The Contractor shall obtain and maintain during the term of this Contract the following insurance coverage from companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Wrentham as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and

those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. All policies shall identify the Town as an additional insured. (except Workers' Compensation and Professional Liability) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.
- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's proposal within thirty (30) days of receipt of an invoice detailing the services provided and acceptance from the Town of said services.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

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

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Wrentham by:

Ken Sweet 6/28/21
Town Administrator Date

Kevin Sweet
Print Name

[Signature] 6/21/21
Department Head Date

MICHAEL LAVID
Print Name

The Contractor by:

[Signature] 6/21/21
Signature Date

Benjamin Harvey President
Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Christine Dupuis 6/21/21
Town Accountant Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

Benjamin Harvey
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Benjamin Harvey

[Signature] authorized signatory for
name of signatory

Ben Harvey, whose
name of contractor

principal place of business is at 68 Hephernan Rd Westboro, MA

does hereby certify under the pains and penalties of perjury

that Ben Harvey has
name of contractor

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Signature]

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

The undersigned, being the Shareholders of EL Harvey, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, Benjamin Harvey the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on July 21, 2024.

Clerk of Corporation 

SEAL

**CONTRACT CHECKLIST
(TOWN USE)**

- | | Initials |
|---|-------------|
| 1. Certification of Signatures | <u>BJSW</u> |
| • For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form) | |
| • For LLC: need Manager signature | |
| 2. Certificate of Good Faith and Non-collusion | <u>BJSW</u> |
| 3. Insurance Certificate (showing Town as additional insured) | <u>BJSW</u> |
| • Matches amount of insurance required under contract | |
| 4. Certificate of Tax Compliance | <u>BJSW</u> |
| 5. Signed by Contractor | <u>BJSW</u> |
| • Matches certification by Corp officer of authority. | |
| 6. Certificate of Good Standing from Secretary of State | <u>BJSW</u> |

Contract Reviewed by: 
Signature

Benjamin Harvey President
Name, Title

Addendum A

Solid Waste & Recycling Collection, Transportation, Disposal and Processing Scope of Services

For the purposes of these contract specifications, the term Vendor and Contractor shall be synonymous.

Curbside Household Trash Service

The Vendor will be responsible for serving all existing and yet-to-be-built households through the end of the Contract. No additional price allowances will be made to serve units in excess of the 4,200-household estimate.

The collection of trash will be on a weekly basis and will follow the five day, Monday through Friday schedule currently in place (please note trash routing and scheduling follow the same system as that for recyclables). Collections shall begin no earlier than 7:00 AM and conclude no later than 5:00 PM unless the Contractor has sought and received the approval of the Town Administrator or designee. Collection schedules will shift by one day to accommodate holiday schedules normally observed on weekdays by municipalities (note: trash collection will include Saturday collections during such weeks). The following are to be considered as observed holidays: New Year's Day, Memorial Day, July Fourth, Thanksgiving, and Christmas.

Residents are responsible for placing trash in Town provided 35-gallon carts. Only one cart per household unit is allowed. Vendor is required to collect excess trash placed in Wrentham purple PAYT bags, at an accessible location at the curb, in acceptable containers, and separate from recyclables for easy access by the Vendor. The Vendor will only collect trash in an approved Town of Wrentham cart or Wrentham PAYT bag. The Vendor is responsible for assuring that materials defined by the Town as "unacceptable" are not collected in the trash stream. Any material which is "not acceptable" is included in the Commonwealth's disposal ban (e.g. yard waste, construction and demolition debris) now and in the future, or included in the Town's curbside recycling or related programs, shall be rejected from being collected as trash at the curb.

The Vendor shall be required to provide and issue warning (non-compliance) stickers at the curb when collection personnel spot and leave unacceptable materials. Said stickers shall indicate the problem(s) with the rejected material so that the respective household can be educated about the issue with the material in question. The vendor shall also be required to provide a means of notifying the DPW of materials not collected daily.

Emptied trash containers and lids shall not be bent, thrown or otherwise abused and shall not be placed in driveways, in front of mailboxes, in the street, gutter or on sidewalks or in any other way that interferes with traffic, mail delivery service or public safety. In addition, the Vendor agrees to operate collection vehicles in such a manner as to prevent materials from being spilled or blown from the vehicle. If material spills or blows from the vehicle, the Vendor shall clean up and place in the collection vehicle all material before the vehicle proceeds to the next stop on the collection route or shall promptly make all other necessary arrangements for the immediate cleanup of the spilled materials.

In order to ensure uninterrupted collection service, the Contractor shall maintain sufficient back-up collection vehicles to replace and/or repair any vehicles that are out of service. The Contractor shall maintain collection vehicles in a clean condition and have the Contractor's business name clearly visible on said vehicles. A telephone number (#) shall also be displayed prominently on all collection vehicles.

Said telephone number shall be operated by the Vendor to receive and record any complaints or compliments regarding the manner of service rendered during the course of the Contract. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory for public safety and to maintain a positive public image as reasonably determined by the Town.

Municipal / School Buildings and Locations

The Vendor will be responsible for furnishing dumpsters to the following municipal and/or school locations (or such additional or alternative locations as may be specified during the course of the contract term) and for disposing of trash collected in said dumpsters based on the collection frequency listed below. Where any of the locations are serviced by dumpsters, the Town reserves the right to designate any or all of them to be equipped and maintained with locks or locking mechanisms by the Vendor in order to prohibit unauthorized or illegal dumping in said dumpsters.

<u>BLDG/FAC</u>	<u>CONTAINER</u>	<u>LOCATION</u>	<u>COLLECTION FREQUENCY</u>
Town Hall	6 yds.	79 South St.	Once Weekly
Public Library	6 yds.	Randall Rd.	Once Weekly
DPW Garage	10 yds.	360 Taunton St.	Once Weekly
Public Safety	6 yds.	99 South St.	Once Weekly
Senior Center	6 yds.	400 Taunton St.	Once Weekly
Delaney School	10 yds.	120 Taunton St.	3/ Week*
Roderick School	10 yds.	120 Taunton St.	3/ Week*
Little League Fields	6 yds.	Randall Rd.	Once Weekly**
Sweatt Beach	6 yds.	Woolford Rd.	Once Weekly**
Rice Field	10 yds.	54 Emerald St.	Once Weekly**
Fire Station #2	4 yds.	1143 West Street	Once Weekly+

* during the school year, as needed non-school year

** seasonal

On special occasions or events, the Vendor shall provide support in the form of placing dumpster(s) at location(s) provided at the discretion of the Town Administrator or his designee and for the transporting of trash collected from said dumpsters to the disposal site.

Other

The Contractor shall submit with each invoice a monthly report of all trash collected and disposed of. Reports shall include a daily listing of the trash tonnage tipped by each truck at the facility and the time and date of said tip.

The Contractor shall have in Town, or in the nearby vicinity, a Supervisor, or similar contact, who can respond to needs as they arise and to report and resolve problems or issues in a timely fashion. The Contractor shall establish and maintain a toll free number available to residents and Town officials both to provide information on solid waste services to residents and to receive and record any complaints or compliments regarding the manner of service rendered during the course of the contract. It shall be the responsibility of the Contractor to telephone the Town before the end of each service day to collect and

resolve any complaints or details of missed collections which may have been recorded and to resolve and report on the resolution of any prior complaints.

The Vendor shall not under any circumstances provide for an additional collection without notification to the Town, and may be required to further provide for the source of disposal as evidenced by weight slips and a delivery tonnage report. Such a collection without knowledge of the Town shall be deemed as a violation of the contract and may result in the termination of said contract. No such materials collected beyond the once per week frequency shall be included in or made part of this contract, nor shall it be disposed of as part of the Town's municipal tonnage. It shall be the option of the Town to implement any or all of the provisions of this contract.

The Town seeks to reduce the amount of trash generated and disposed of and has adopted a partial Pay As You Throw (PAYT) system and automated collection of 35-gallon trash carts.

Recycling Service

The vendor will be responsible for serving all existing and yet-to-be-built households through the end of the contract; no additional price allowances will be made to serve units in excess of the 4,200-household estimate.

The collection of recyclables will be, at a minimum, on every other week basis and will follow the five day, Monday – Friday schedule currently in place (please note that recycling routing and scheduling follows the same system as that for trash). Collection shall begin no earlier than 7:00 AM and conclude no later than 5:00 PM unless the Contractor has sought and received the approval of the Town Administrator or his designee. Collection schedules will shift by one day to accommodate holiday schedules normally observed on weekdays by municipalities (i.e. recyclables collection will include Saturday collections during such weeks). The following are to be considered as observed holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving and Christmas.

Residents are responsible for placing recyclables at the curb and separate from trash for easy identification and access by the Vendor. Recyclables will be placed in a single sort manner. Resident's set out containers shall be 96 gallon carts collected by the Contractor on an automated fashion. The Town is responsible for the provision of recycling carts to households. The Contractor will be responsible for minor maintenance (i.e. lids, wheels and axles) with Town provided supplies.

Upon placement at the curb, recyclables become the property of the Vendor. The Vendor is responsible for assuring that materials defined by the Town as "unacceptable" are not collected in the recyclables stream. The Vendor shall be required to provide and issue warning (non-compliance) stickers at the curb when collection personnel spot unacceptable materials. Said stickers shall indicate the problem(s) with the rejected material so that the respective household can be educated about the issue with the material in question. Rejected material shall be placed onto the private property owners. The vendor shall also be required to provide a means of notifying the DPW of materials not collected daily.

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

Vendor shall clean up and place in the collection vehicle all material before the vehicle proceeds to the next stop on the collection route or shall promptly make all other necessary arrangements for the immediate cleanup of the spilled materials.

Municipal / School Buildings & Locations

The Vendor is responsible for servicing clearly marked 96 gallon carts or dedicated dumpsters for the collection of single sort recyclables at the following locations (or such additional or alternative locations as may be specified during the course of the contract term) and for collecting said material on at least an every other week basis. The Town will be responsible for furnishing additional Carts, if necessary, and or replacement Carts when required. If it is deemed that carts are not necessary or able to handle the volume of recyclables generated at a location, dumpsters may be used at no additional cost to the Town.

<u>BUILDING/FACILITY</u>	<u>LOCATION</u>
Town Hall	79 South St.
Public Library	Randall Rd.
Public Safety	99 South St.
DPW Garage	360 Taunton St.
Senior Center	400 Taunton St.
Building Insp.	350 Taunton St.
Delaney School	120 Taunton St.
Roderick School	120 Taunton St.
Little League Fields**	Randall Rd.
Sweatt Beach**	Woolford Rd.
Rice Field	54 Emerald St.
Fire Station #2	1143 West Street

** seasonal

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

Other

The Contractor shall submit with each invoice a monthly report of all recyclables collected and tipped for processing. Reports shall include a daily listing of the tonnage tipped by each truck at the facility and the time and date of said tip.

The Contractor shall have in Town, or in the nearby vicinity, a Supervisor or similar contact who can respond to needs as they arise and to report and resolve problems or issues in a timely fashion. The Contractor shall establish and maintain a toll-free number available to residents and Town officials both to provide information on recycling services to residents and to receive and record any complaints or compliments regarding the manner of service rendered during the course of the contract. It shall be the responsibility of the Contractor to telephone or visit the DPW Office before the end of each service day to

collect and resolve any complaints or details of missed collections which may have been recorded and to report on the resolution of any prior complaints.

The Vendor shall not under any circumstances provide for an additional collection without notification to the Town, and may be required to further provide for the source of disposal as evidenced by weight slips and a delivery tonnage report. Such a collection without knowledge of the Town shall be deemed as a violation of the contract and may result in the termination of said contract.

No such additionally collected materials shall be included in or made part of this contract. It shall be the option of the Town to implement any or all of the provisions of this contract.

The Vendor will provide two (2) shredding events for residents and municipal customers at no cost to the Town. These events will be provided at the request of the Town.

Hard to Manage/ Special Collection Items

The Contractor shall be required, on a once a month basis, to provide a separate collection to each household eligible for service of: Bulky items in excess of thirty-five (35) pounds that do not fit in the resident's trash barrel or official PAYT overflow bag; white goods; televisions, computers and electronics; and scrap metal. The Contractor shall maintain a toll-free telephone line and email address whereby residential subscribers may contact the Contractor to schedule their special collection. Only items previously scheduled may be collected. Collection of televisions and computers shall include: Cathode Ray Tubes (CRTs), computer monitors, flat screen models, laptops, and all other electronic equipment. Disposal of the white goods, scrap metal, Cathode Ray Tubes (CRTs), computer monitors, flat screen models and laptops shall be at the sole expense of the contractor, and must be conducted in compliance with all local, state and federal laws. The Contractor may charge residents for bulky items collected in excess of this allowance at the fee schedule in Addendum D. It is mutually understood these terms may require revision based on changes to the Massachusetts Department of Environmental "Waste Bans."

Changes in the Contract

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

Cancellation of Contract

Should the Contractor on any occasion fail to report, collect or remove the household trash, recyclables or other materials as provided in the specifications of the Contract and any related documentation, the Town Administrator reserves the right to send a special truck or other vehicle to collect and remove the same at the expense of the Contractor; or in the event of any failure on the part of the Contractor(s) to comply with any of the provisions of the contract, the Town Administrator may, at any time hereafter, cancel the

contract if he/she shall see fit, by written notice of the cancellation delivered to the Contractor in hand or to his/her principal place of business or at his/her usual place of abode or sent to him/her by registered mail.

Dismissal of Employees

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

Monies Withheld by the Town

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

Contract Compliance

It is understood and agreed that, because the public health, safety and convenience of the Town are involved in the performance of this contract, performance reasonably satisfactory to the Town Administrator, including meticulous attention to every detail in the contract and specifications, along with a high standard of work, is justified.

Liquidated Damages

In addition to all of its other rights and remedies under the Contract, at law or in equity, the Town shall be entitled to assess liquidated damages against the Contractor for its failure to perform the following, but not limited to, specified obligations described below for collection, transportation and disposal of the town's solid waste and/or recycling prior to the occurrence of a Cancellation of Contract hereunder. The Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but

represent a fair measure of damages which will be sustained by the Town in the event the Contractor defaults on any of the following specified obligations.

Delivering any waste, other than as described in the Contract, to disposal sites that will be billed to the Town.	\$2,500 per occurrence
Use of un-marked or un-inspected collection vehicles.	\$1000 per occurrence
Following notice of complaint, failure to collect Recyclable Material or Solid Waste from a specific location on the same day as the regular collection route or the following day if so authorized by TOWN:	\$400.00 per occurrence
Disposing of as trash, those recyclable materials appropriately put out for recycling.	\$250 per occurrence
Failure to immediately pick up materials spilled during collection and/or transportation.	\$250 per occurrence
Willful mishandling of waste barrels/receptacles or recycling bins/containers, including placement of said items such that they obstruct roads, driveways or mailboxes.	\$100 per occurrence
Continued violation of traffic laws, ordinances or regulations during collection and transportation after written notice from the Town.	\$250 per occurrence
Failure to appropriately affix a notice stating reason for any refused collection and notify the town of such shall be deemed a missed collection: occurrence	\$200.00 per
Failure to repair a cart damaged during collection within seventy-two (72) hours or before their next scheduled collection day, whichever is sooner, of notification by resident or Town that a cart has damaged during collection:	\$200.00 per day, per occurrence
Collecting trash in excess of the 35 gallon cart limit that is not in the official Wrentham PAYT bag or cart.	\$200.00 per occurrence

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

Any consent or permission by the Town to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by the Town of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition

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

Addendum B

Contractor's Pricing Proposal for the Collection and Disposal of Solid Waste and Recycling

It has been a fast 5 years. We at EL Harvey greatly value the relationship we have built with the Town over these 5 years. It all started with a smooth roll out and the service has been stellar ever since. Below are the costs for another 3 years, we truly look forward to continuing this relationship.

Collection Costs:

Year 1: \$580,000.00

Year 2: \$598,000.00

Year 3: \$616,000.00

Disposal Costs:

Year 1: \$85.00 per ton

Year 2: \$92.00 per ton

Year 3: \$99.00 per ton

Recycling Costs:

We will charge the Town a processing fee of \$80 per ton. Please see Addendum 3 to show the Town how the processing cost could be reduced or increased based on the revenue of the commodities.

Bulk Items:

Current burnable bulk is picked up curbside with the trash at a rate of one per month with no charge to the Town or residents; a change in Massachusetts Department of Environmental Protection regulations on Current Waste Bans may result in additional negotiations and cost.

Addendum C

Processing Cost Example; with a fixed processing cost of \$80 per Ton

Single Stream Market Pricing

	6/1/2021		
	Composition of Material	Commodity Value	Revenue per Ton
OCC	12.9%	\$100	\$12.90
Resi Mix	42.9%	\$0	\$0.00
Aluminum	0.4%	\$680	\$2.72
PET	3.1%	\$240	\$7.44
FE Steel Cans	2.2%	\$102	\$2.24
HDPE-C	1.1%	\$1,000	\$11.00
HDPE-N	1.1%	\$2,000	\$22.00
Mixed Plastic	1.4%	\$0	\$0.00
Rigid	0.9%	\$65	\$0.59
Glass	16.7%	-\$95	(\$15.87)
Metal	0.5%	\$102	\$0.51
Residue	16.8%	-\$95	(\$15.96)
Revenue/Ton	100.0%		\$27.57
Net Revenue/Ton			\$ 28.00
Processing and Host Fee Cost			\$ 80.00
Rebate / (Charge)			\$ (52.00)

Addendum D
 Charges to Residents Above Contract
 Allotment

BULK ITEMS	
Item	Wrentham
Air Conditioner	\$ 40.00
Basketball Hoop	\$ 40.00
Bathub	\$ 40.00
Bed Frame	\$ 25.00
Bicycle	\$ 25.00
Book Case	\$ 40.00
Box Spring	\$ 60.00
Cabinet	\$ 40.00
Car Seat	\$ 10.00
Carpeting /yd	\$ 20.00
Chair	\$ 15.00
Chair (Arm)	\$ 40.00
Chair (Lawn)	\$ 15.00
Chair (Plastic)	\$ 15.00
Christmas Tree	\$ -
Copy Machine	\$ 40.00
Cot	\$ 20.00
CPUs	\$ 40.00
Crib	\$ 40.00
Dehumidifier	\$ 20.00
Desk	\$ 40.00
Dishwasher	\$ 40.00
Door (Metal)	\$ 25.00
Door (Screen)	\$ 15.00
Door	\$ 15.00
Dresser / Bureau	\$ 40.00
Drum Set	\$ 20.00
Dryer	\$ 40.00
Electronics	\$ 20.00
Entertainment Center	\$ 40.00
Exercise Machine	\$ 25.00
Extra Bags	\$ -
Extra Pickup	\$ -
Freezer	\$ 40.00
Grill	\$ 30.00
Hutch	\$ 40.00
Ladder (Metal)	
Ladder (Wood)	\$ 20.00
Lawnmower	\$ 30.00
Lawnmower (ride)	\$ 60.00
Love Seat	\$ 40.00
Mattress	\$ 60.00
Microwave	\$ 15.00
Monitor	\$ 40.00
Pallet	\$ 20.00
Picnic Table	\$ 40.00
Pool	\$ 60.00
Pool (Kids)	\$ 20.00
Recliner	\$ 60.00
Refrigerator	\$ 40.00
Sand Box	\$ 20.00
Sink	\$ 30.00
Snow Blower	\$ 40.00
Sofa	\$ 40.00
Sofa (Sectional)	\$ 60.00
Sofa (Sleeper)	\$ 60.00
Space Heater	\$ 20.00
Stove	\$ 40.00
Swing Set	\$ 100.00
Table	\$ 40.00
Table (Lawn)	\$ 20.00
Trampoline	\$ 60.00
Television <19"	\$ 40.00
Television > 36"	\$ 50.00
Television 20"-35"	\$ 60.00
Tire (car)	\$ 20.00
Tire (truck)	\$ 40.00
Toilet	\$ 30.00
Vanity	\$ 25.00
Washer	\$ 40.00
Water Cooler	\$ 40.00
Water Heater	\$ 40.00
Wheel Barrow	\$ 25.00
Wood /yd	\$ 10.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Getchell Companies Insurance Services, Inc.
183 Great Road
PO Box 844
Stow MA 01775

CONTACT NAME: Christina Dennehy
PHONE (A/C No. Ext): 978-897-7773 **FAX (A/C No.):** 978-897-1553
E-MAIL ADDRESS: christina@getchellcompanies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Crum & Forster Specialty Ins	
INSURER B: Acadia Insurance	31325
INSURER C: Nautilus Insurance Company	
INSURER D: Union Insurance Company	25844
INSURER E:	
INSURER F:	

INSURED
E L Harvey & Sons, Inc.
68 Hopkinton Road
Westboro MA 01581
License#: 1781835
ELHARVE-01

COVERAGES **CERTIFICATE NUMBER:** 1930196584 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSD	WVD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EPK-134459	3/15/2021	3/15/2022	EACH OCCURRENCE	\$ 5,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 400,000	
							MED EXP (Any one person)	\$ 25,000	
							PERSONAL & ADV INJURY	\$ 5,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: PKC-109531							GENERAL AGGREGATE	\$ 5,000,000	
							PRODUCTS - COMP/OP AGG	\$ 5,000,000	
								\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> tri intchg <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90			MAA5249131-15	3/15/2021	3/15/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
							\$		
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			FFX2031416-11	3/15/2021	3/15/2022	EACH OCCURRENCE	\$ 10,000,000	
							AGGREGATE	\$ 10,000,000	
								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N	N/A	WRA0390420-21	7/14/2020	7/14/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
								E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Motor Truck Cargo			CNA5028902-19	3/15/2021	3/15/2022	per convey/\$100,000	Deduct/5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
refuse removal & recycling

CERTIFICATE HOLDER

Town of Wrentham --Attn: Board of Health
79 South Street
Wrentham MA 02093
USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Christina Dennehy