

PURCHASING DEPARTMENT

TOWN OF ARLINGTON
730 Massachusetts Avenue
Arlington, MA 02476

Telephone 781-316-3003
Fax 781-316-3019

June 11, 2024

Request for Proposals #24-16
Trash & Recycling Collection and Hauling

ADDENDUM NO. 1

The attention of Proposers is called to the following Addendum to the Request for Proposals. The items set forth herein, whether of omission, addition, subtraction, or clarification, shall be included in and form a part of the proposal submitted and shall become part of the Contract.

- 1. In the RPF, Mary Ellen DeNatale's email address was listed incorrectly. The correct address is: mdenatale@town.arlington.ma.us**
- 2. A copy of the sign in sheet from May 30, 2024 is included with these responses.**

May 30, 2024 Site Visit Questions

- 3. Are the yard waste tonnage numbers available?**
A listing of monthly collections for the past 4 years is included with these responses.
- 4. Where is the yard waste going?**
Woods Trucking, Peabody, MA; Arlington is open to proposals of alternate sites
- 5. Do we have a count of the number of bulky items picked up each week?**
No. Bulky collection is currently part of curbside collection and not tracked.
- 6. Are we open to one vendor only bidding on the disposal of trash?**
Yes
- 7. What is your motivation to go to containers?**
 - The Town will likely switch to containers if the collection costs associated with automated trucks warrants the expenditure on carts.
 - We hope that carts can better contain trash and recycling on windy days.
 - We hope that carts can better limit exposure to animals.
 - We expect that standardized equipment can reduce missed collections.

8. What is the current trash disposal location?

Win Waste in North Andover

9. Do we plan to purchase carts?

We do if we receive a cost proposal for automated collection that makes purchase of carts advantageous. We are already supported by a MA DEP grant for trash carts and expect to receive the Recycling Partnership recycling cart grant.

10. Who currently picks up our mattresses?

Tough Stuff Recycling

11. What is the contamination percentage of recycling?

We do not have the results of an official audit, but we believe it to be below 10%

12. What is your current food scrap program?

We have three drop off locations for vegetarian food scraps, which are collected three times a week. We also provide 12 gallon carts, sink-side collection bucket, and a roll of BPI certified compostable bags as a “starter kit” for any resident that signs up with a curbside subscription company.

13. Are we interested in cart maintenance/inventory management/service?

Yes, if we end up with a cart based program. We have very limited space for storage in Arlington.

14. What cart sizes are we looking at?

35 gallons for trash and 64 gallons for recycling

15. Is cart maintenance between the hours of 8am-4pm?

Yes, those are DPW working hours. If a vendor is interested in additional or adjusted hours, please explain the reasoning and we will be open to review.

16. How are our current dumpsters being serviced?

The dumpsters listed in the RFP are collected with residential service trucks, on route. School dumpsters are service during hours that fit with school opening/closing traffic.

17. What is the bid deadline?

July 12, 2024 at 10AM

18. Do we have a school compost program?

Yes, all 10 schools divert food scraps and BPI-certified trays. Back of kitchen also separates food scraps at some schools.

19. How many yard waste trucks do we have in town?

It varies on the season. Between three (3) trucks in heavy season to one (1) in the summer.

20. Are we enforcing the recycling is mandatory by-law?

Yes, we place rejection stickers on trash that is over the limit, non-compliant/unacceptable items, and contaminated recycling. The hauling contractor and the DPW staff are enforcement partners. In addition to the Recycling Coordinator role, we have a Curbside Enforcement Officer position (vacant but we’re currently hiring) who will help with the stickering and follow up with residents.

21. Since the choice of the disposal and recycling end sites can have a significant impact on route and end site wait times, will the Town accept bids to specific end sites and be open to mutually agreeing to alternate site that the Town may agree to?

The Town will accept bids to WIN North Andover, our current site, and if that disposal site changes, we will be open to a mutually agreeable price adjustment to an alternative site.

Questions received via email on or before June 6th

22. Please provide a copy of the Town's current disposal contract.

A copy is included with these responses

23. Is there a report or estimated number of "special collection" trips were requested by the town which were not the fault of contractor the past year?

No, there is no list or report. Here is a list of common requests made by the Recycling Coordinator. Generally between 0 and 5 stops are requested in a week.

- Additional recycling collection at Town Hall
- Yard waste collected at a park clean up
- (On-call) yard waste collection for Town Hall gardens
- Trash collection at a park entrance due to a community litter cleanup
- Additional collection of a dumpster at the middle school after a large event
- Additional elementary school trash collection due to end of the year cleanout
- Illegally dumped trash at a residence

24. Page 28: 9.4. Will the town accept the contractor to perform contamination audits instead of composition audits?

No. The composition audit is required to determine the value of the recyclable materials. Contamination audits will determine if greater than 10% of material is non-recyclable.

25. What is the estimated number of residents currently participating in the organics program?

500-700 in the drop off program

2400 in the privately-subscribed curbside collection program

26. How many trash trucks are currently being used to service the curbside program?

Three (3)

27. How many yard waste trucks are being used to service the curbside program both in the heavy and light season?

Three (3) in the heavy season, one (1) in the light, but 1 truck is not always proving to be sufficient.

28. How many recycling trucks are being used to service the curbside program?

Three (3)

29. Page 20: 15.1- Municipality request pricing for 3- open top roll off containers. What material will be collected in these roll-offs? Paragraph list 5 different types of material however only ask for pricing for 3 roll-offs.

Arlington is requesting containers roll off containers for the following material

- curbside recyclables (small dumpster, this would be new for Arlington)
- OCC/Cardboard (large, this would be new for Arlington, we would also consider a compactor)
- bulky rigid plastic (30 yard roll off, currently leased from recycler)
- scrap metal (30 yard roll off, currently leased from recycler)
- scrap wood (this would be new for Arlington and likely be seasonal (spring and fall))

30. What is the estimated per hauls per week for the roll-offs at the DPW yard?

- curbside recyclables – weekly, we’d guess
- OCC/Cardboard - weekly, we’d guess
- bulky rigid plastic - monthly
- scrap metal – every 3 weeks
- scrap wood – monthly in spring (3 months) and fall (3 months)

31. Please confirm the size of toters the Town will purchase for trash and recycling if the town goes automated.

35-gallon trash, 64-gallon recycling

32. Page 27: 8.1.1a- This section states residents in buildings ranging from 4-6 are eligible for recycling pick up. Are these part of exhibit C? If not, then how many of 4-6 units buildings are there? Will families in buildings 4-6 be eligible for recycling pick up if the town opts for automated program?

No, 4-6 unit buildings do not currently have dumpsters, so they are not on that dumpster list. They are using their own barrels just as 1, 2 and 3 family buildings use. Yes, these buildings would receive carts for trash and recycling.

33. Page 59 The municipality table list Apt buildings are these locations part of Exhibit C and if not, can we have a list the apt buildings which are part of the town contract and the equipment on site.

We have made our best effort to list all dumpsters in Exhibit C, as well as all 96 gallon recycling carts that are at these same dumpster sites. There is no included list of smaller apartment buildings and multi-families that use barrels instead of dumpsters, as these will be found at the curb, not behind the buildings or in alleys. We consider them curbside residential customers. We do not track personal equipment, so we do not know how many barrels/carts there are at these locations. The “3 barrel limit” (100 gallon) limit is promoted through our website and literature as well as enforced at the curb.

34. Page 59 please list of mixed use commercial locations address, along with commercial and industrial.

Exhibit L lists commercial orange bag PAYT customers (to the best of our knowledge, we continue to refine this list). These addresses may be street-facing storefronts, home-based businesses, or industrial zoned businesses. We do not have a prepared list of mixed-use buildings. These would be scattered throughout town and treated with individualized solutions. For example, in some cases the mixed-use building owner pays for a private dumpster service, in other cases residents place their trash/recycling

on the curb. When it comes time to issue carts to every resident address, we will work to standardize the solution needed for these mixed-use residences.

35. Page 62 Exhibit C – In the table does the number of “stops 1,” weekly on route” does this indicate just 1x week dumpster pick up

Yes. In some instances (less than 5) more than one collection may be necessary. In these cases, Arlington will put the additional collections against the extra discretionary stops provided by the proposed RFP. Some locations may require an additional pickup which will be contracted separately with the chosen vendor.

36. Page 59, Exhibit B the condo list in this table, are they also listed in Exhibit C? If not, is there a list of the condo in exhibit B? Is the total 4121 individual units?

There are a total of 4121 condo units in the Town. They are made up of buildings as small as two units up to over 50 units. Any condos which require a dumpster are listed in Exhibit C. Other units are collected curbside. The number of stops listed in Exhibit B is our best info on how many curbside collections are attributed to condos outside of the dumpster program.

37. Does the town have a PW schedule to match the proposed contract years?

Prevailing Wages have been included as part of the RFP.

38. Will the Municipalities agree to enter into a mutually agreeable contract with the successful contractor?

That is our intention.

39. What will Arlington be paying per ton for MSW starting 7/1/2024?

Arlington has a price of \$87/ton for FY25 beginning 7/1/24

40. What did Arlington pay per ton for recycling in May, April, and March. Will Arlington be able to share the last 3 invoices?

Arlington does not currently pay for the processing of recycling.

41. Would Arlington be willing to have weekend yard waste pick ups during the busy season as long as they were pre planned?

Perhaps, but we would ask that you describe what your plan would entail. Would this be in addition to weekday collections or instead of? Currently we allow weekend collections due to holiday delay weeks and in cases when yard waste routes were incomplete due to contractor error.

42. can we add a PAYT system to Yard Waste bags over the 5 bag limit? We can administer it ourselves.

Arlington is open to any proposal for consideration.

43. The information provided for the White goods and Mattresses, is this the number of items collected, the number of stops, or the tonnage?

Items collected.

44. Would you please provide the current rates for each service.

Mattresses- Arlington charges residents \$45 per mattress/boxspring unit

White Goods- Arlington charges residents \$20 per white good

45. Trash and Recycling Set Out Procedures: The spec identify that the Contractor is responsible for any penalties and fines with the collection of unacceptable recyclables and waste. With Automated cart collections does the Town want the Contractors to price their work assuming they will have to open the lid to each cart and inspect the contents before dumping the carts into the route vehicles?

Recycling:

It's not practical to open every lid but a vendor can easily reject obviously contaminated recycling set outs---many times with contaminated recycling carts the lids are open and snowconed with plastic bags hanging out.

If the driver observes contamination as it enters the truck, Arlington would accept that the container be stickered (even if it's empty) and a report be recorded for follow up by the Town employees.

Trash:

"The Contractor shall be responsible for any penalties associated with the collection or disposal of any Unacceptable Waste." We intend this language to remain. These penalties are for the most part waste ban violations given by waste ban inspectors at the disposal site. The load would have to have over 30% recyclables or contain other waste ban materials, such as construction or demo debris, in quantities larger than would fit into a single trash barrel, which means the driver was picking up recyclables as trash or picking up banned material placed outside the trash barrel. This is easily avoidable by a driver in an automated truck.

46. Section 7.2 Disposal: Since the choice of the disposal and recycling end sites can have a significant impact on route and end site wait times, will the Town accept bids to specific end sites and be open to mutually agreeing to alternate site that the Town may agree to?

The Town will accept bids to WIN North Andover, our current site, and if that disposal site changes, we will be open to a mutually agreeable price adjustment to an alternative site.

47. Section 7.1.2d Orange Bag Collection: The spec details that the cost of collection for additional locations for Orange Bags shall be set forth in the Price Proposal Sheet; where is that line item on the Price Sheet?

Please see Price Proposal Sheet, Item # 7d.

48. Exhibit H: Fuel Surcharge: In order to evaluate and compare the bids equally will the Town consider setting the Base Rate per gallon for Fuel with the most recent EIA released rate so that the starting Fuel rate is the same for all bidders?

Yes. We will provide a number with our next round of responses based on the latest EIA rates for gas and diesel.

All other terms and conditions of the Request for Proposals remain unchanged.

ADDENDUM MUST BE ACKNOWLEDGED IN THE PROPOSAL. FAILURE TO ACKNOWLEDGE ANY OR ALL ADDENDA COULD RESULT IN REJECTION OF YOUR PROPOSAL AS NON-RESPONSIVE.

James Feeney
Town Manager

Sign-in sheet

Conor Miller Black Earth Compost conor@blackearthcompost.com
ALEX POSANY SAVE THAT STUFF ILM APOSANY@SAVETHATSTUFF.COM

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DAVID NICHOLS EZ DISPOSAL Dave@EZDISPOSALRECYCLING.COM

Yard Waste Collections

	FY21		FY22		FY23		FY24
	Yard Waste		Yard Waste		Yard Waste		Yard Waste
	Tons		Tons		Tons		Tons
Jul.	192.32	Jul.	222.72	Jul.	175.7	Jul.	329.92
Aug.	226.24	Aug.	212.8	Aug.	232.64	Aug.	180.16
Sep.	417.91	Sep.	213.12	Sep.	258.56	Sep.	250.24
Oct.	352.32	Oct.	320.32	Oct.	355.84	Oct.	536
Nov.	1,064.00	Nov.	537.92	Nov.	774.08	Nov.	837.76
Dec.	216	Dec.	457.92	Dec.	40.45	Dec.	184.32
Jan.	57.28	Jan.	25.92	Jan.	125.44	Jan.	90.88
Feb.	0	Feb.	29.76	Feb.	0	Feb.	0
Mar.	0	Mar.	0	Mar.	0	Mar.	0
Apr.	396	Apr.	289.28	Apr.	345.28	Apr.	336
May	324.32	May	235.84	May	281.6	May	278.4
Jun.	188.8	Jun.	256	Jun.	319.36	Jun.	421 est
Totals	3435		2802		2909		3445

Signed
copy
5/22/12

**Alternate Proposal
Bid #12-48**

Refuse and Recyclables Collection, Hauling and Disposal

Town of Arlington

The following outlines services proposed in addition to specifications in the Request for Proposals, Bid #12-48.

1. The term of the Agreement shall be ten (10) years beginning July 1, 2012.
2. FY13 service fees shall escalate in FY14 and each year thereafter by an annual percentage not to exceed 2%.
3. Fee adjustments due to changes in cost of fuel will not be applicable to this agreement.
4. Scope of Work:
 - a) Manual Refuse Collection. Waste limits, to be established by the Town (not to exceed 100 gallons), will be enforced by JRM through the use of "non-compliance" stickers at locations when appropriate. Final layout and content of the sticker to be approved by the Town.
 - b) JRM will provide additional waste pick up (in excess of the agreed upon Town's limit) for residents at a cost of \$10 per visit up to 5 barrels (160 gallons). This additional waste pickup will not be included in the Town's collection or disposal costs and will be considered commercial collection by JRM.
 - c) Weekly Manual Recycling collection to occur on the same day as refuse collection on a given route. Recycling in Town to remain Single Stream although the Town will make an effort to encourage residents to separate paper from other recyclables. Mandatory recycling, if enacted by the Town, will be enforced by JRM through the use of appropriate "non-compliance" stickers or by refusing collection of refuse at the offending location. Final layout and content of the sticker to be approved by the Town.
 - d) Yard waste will be collected weekly on the same day as refuse and recycling collection during the period of April through the end of November. JRM will be responsible for leaving appropriate "non-compliance" stickers at locations where yard waste is left curbside beyond the dates of collection. Final layout and content of the sticker to be approved by the Town.
 - e) Collection of white goods will be coordinated directly with residents. The fee for this collection will be \$20/unit.

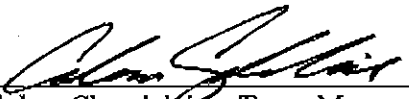
- f) JRM will develop (with input from the Town) educational material to be distributed and presented at Arlington elementary school buildings.
- g) JRM will work with Apartment and Condo buildings to enforce mandatory recycling.
- h) At the start of the contract JRM will provide new vehicles for recyclable collection and one new vehicle for waste collection. All other vehicles will be within 3-4 years old. All vehicles will be maintained and/or replaced to remain in new condition or appear as such throughout this agreement.

First Year Proposal Cost: \$2,150,000

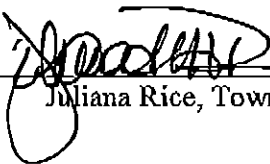
IN WITNESS WHEREOF, the parties, to these present have, caused these presents to be signed and sealed this 24 day of May 2012.

Town of Arlington

Approved as to Form



 Adam Chapdelaine, Town Manager



 Juliana Rice, Town Counsel

JRM Hauling and Recycling

By: James R. Mizfkin

Title: PRESIDENT

Date: 5/22/12

PART 4 - CONTRACT FOR REFUSE COLLECTION AND RECYCLABLES

Between The Town of Arlington and
JRM Hauling and Recycling

The Town of Arlington (Town), a municipal corporation located in the Commonwealth of Massachusetts by its Town Manager, duly authorized who, however, incurs no personal liability by reason of the execution hereof or anything herein contained, and JRM Hauling and Recycling, a corporation, having a usual place of business in Peabody Massachusetts, hereinafter designated as the Contractor, agree as follows:

ARTICLE I. DEFINITIONS

Appropriate Town Official – The Town Manager in the Town shall designate an employee who will be the point of contact for the Contractor and have final authority on behalf of the Town.

Contractor - Whenever the word “Contractor” is used in this agreement, it shall be understood to include his, hers, theirs, or its heirs, executors, administrators, successors, and assigns. He shall do all the work and furnish all the material except as herein otherwise specified, necessary or proper for performing and completing the work hereinafter specified.

Eligible Location – The term “eligible location” shall mean all locations that the Town has determined are allowed to be collected as part of this contract, as specified in RFP No. _____ (“RFP”) and Attachments.

Holiday - The term “holiday” when used in connection with days of collection, shall be as defined in the RFP and such other days as shall be mutually agreed upon in writing by the Contractor and the Appropriate Town Official.

Leaf and yard waste – The term “leaf and yard waste” shall be defined as specified in the RFP.

Refuse - The term “refuse” shall be defined as specified in the RFP.

Recyclables - The term “recyclable” shall be defined as specified in the RFP.

Town(s) - Whenever the word “Town” is used in this agreement, it shall mean the Town of Arlington, Massachusetts, acting through its Town Manager or his/her designee. The term “Town of Arlington” shall be interpreted to mean the Town of Arlington, located at 730 Massachusetts Avenue, Arlington, Massachusetts, 02476.

Working Day - The term “day” or “working day” shall be interpreted to mean Monday, Tuesday, Wednesday, Thursday, Friday (and Saturdays when a holiday falls on a working day) exclusive of legal holidays and weekends.

Unacceptable Waste - The term “Unacceptable Waste” shall be defined as specified in the RFP.

ARTICLE II. AGREEMENT

The CONTRACTOR agrees to, at his own expense, perform all the work and furnish all the vehicles, equipment and labor for collecting and transporting of all the refuse, recyclables, and yard waste collected within the Town during the term of this Contract, all in accordance with the terms and provisions of this Contract and in a proper, thorough and workmanlike manner; and to the satisfaction of the Appropriate Town Official or his designee, whose decision as to matters pertaining to the fulfillment of this Contract shall be conclusive. The Request For Proposal (RFP) Specifications and Attachments and any Addenda are parts of this Contract and are incorporated herein by reference, and any inconsistency between any of the aforementioned documents and this Contract are to be resolved in favor of those documents.

ARTICLE III. INSURANCE REQUIREMENTS

The Contractor shall take out and maintain during the life of the Contract the following insurance in companies and forms acceptable to the Town and in adequate amounts as shall protect him performing work covered by this Contract and the Town and its employees, agents and officials from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to indemnify, defend (with counsel acceptable to the Town) and hold the Town and its employees, agents and officials harmless from any and all expenses (including attorneys fees and court costs) debts, demands, actions, causes of action, suits, covenants, contracts, wages, promises, damages and any and all claims, demands, and liabilities whatsoever of any name and nature arising from or in connection with the Contractor's operations under this Contract. To the extent permitted by law, the Town shall indemnify and hold harmless the Contractor, its employees, agents, and others from all claims and liability for damages for bodily injury including accidental death, and for property damages which may arise from negligent acts or omissions by the Town, its agents, employees, and officials arising from or in connection with its own operations under this Contract.

Except as otherwise stated, the Amounts of such insurance shall be for each policy, not less than:

- A. Worker's Compensation: as required by the laws of Massachusetts.
- B. General Liability: Bodily injury liability, including death; \$2,000,000 on account of any one person and \$2,000,000 on account of any one accident and \$2,000,000 aggregate limit. Extraterritorial and guest clause shall be included.
- C. Property damage liability, \$2,000,000 on account of any one accident, and 2,000,000 in the aggregate.
- D. Contingent coverage for subcontractors for B. and C. above.
- E. Automobiles and trucks, including hired vehicles: Bodily injury liability, including death; \$20,000,000 on account of any one person and \$2,000,000 on account of any one accident. Property damage liability: \$2,000,000.
- F. Excess Umbrella as per specifications.
- G. Insurance in name of Town(s): The Public Liability and Property Damage Insurance and Owner's Contingent Policies, as the case may be, shall show the Contract indemnification clause as set forth in Article XI in the manner spelled out hereinafter.

H. The Town of Arlington will be named as additional insured on all previously named insurance policies that are part of their agreement with the Contractor.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall allow for immediate termination thereof.

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

Certificates evidencing such insurance in five (5) copies, shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town(s) or its officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this Contract.

ARTICLE IV. GENERAL REQUIREMENTS

A. **Collection Routes** - Within ten (10) business days of notification of award of this Contract, the Contractor shall prepare and submit to the Town for approval a detailed written collection schedule for refuse and recyclables, and a collection route map indicating streets, or portions thereof, to be collected on each day of the schedule. Each address shall be scheduled for collection the same day of each week, holidays excepted. The recycling routes will be scheduled on a weekly or biweekly basis as specified by the Town, but on the same day as Refuse Collection. To the extent practicable, the Contractor shall attempt to adhere to the existing collection schedule.

Once approved by the Town, the Contractor shall adhere to the collection schedules and routes and may not change routes or schedules without prior consent of the Town.

The Town shall reserve the right to require the Contractor to modify the collection schedule and/or routes for the convenience of the Town and the public, provided such change does not result in Contractor incurring additional costs.

B. **Days and Hours of Operation**- All refuse and recyclable collection shall be performed from Monday through Friday only. Collections shall continue on Saturdays with the prior permission of the Town only when a holiday or adverse weather conditions interfere with the normal collection schedule. The Contractor shall not begin residential collection on any given day before 7:00 A.M. (or 8:00 A.M. on Saturdays, Sundays, and legal holidays) and such collection shall not be continued after 5:00 P.M., except for occasions when the Contractor is forced to continue collection due to weather, heavy volumes of waste, or mechanical problems. The Contractor shall maintain consistency in the pick-up hours for each district in the Town whenever possible.

C. **Holidays** - Whenever a scheduled collection falls on a legal holiday as listed in Part 3, the collection schedule will shift one day for all collections so that collection routes will remain

the same but residents will have their refuse, recyclables, and yard waste collection one day later than their normal collection day for that week for collection days following the holiday.

- D. **Other Conditions**- Rain and ordinary snow shall not be cause for omissions of the collection of refuse in accordance with the provisions of these specifications of this contract. Only hazardous weather conditions will be considered sufficient cause for cancellation of scheduled collection. Collection of the omitted routes shall be resumed as soon as possible without further disruption to the remainder of the collection schedule. Permission of the Appropriate Town Official must be obtained before cancellation of collection is allowed.
- E. **Special Collections** – The Contractor shall be required to make a return trip or special collection to any residence missed through the fault of Contractor. In addition, the Contractor may be required, at the Town's discretion, to make a maximum of 25 special collections or return trips per week at no cost to Town, which special collection is not fault of Contractor. Special collections may be made in any collection vehicle deemed appropriate by the Contractor. Additional costs for minor special collections beyond 25 per week shall be negotiated annually at the start of each contract year.
- F. **Directions** – The Contractor shall comply with directions that may from time to time be reasonably given by the Town regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the Town deems necessary to protect public health and ensure adequate refuse and recyclables collection services. The Contractor shall contact the Appropriate Town Official or his/her designee in person or by telephone each collection day in order to receive any special directions and any complaints.
- G. **Health Regulations** – The Contractor shall comply with all applicable rules and regulations issued or that may be issued by the Town's Board of Health or the State Department of Public Health.
- H. **Operation of Vehicles** - The Contractor shall ensure that caution is used 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 refuse 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.
 - Each vehicle shall be equipped with all safety equipment required by State and Federal law.
 - Backing of vehicles is prohibited if school-age children are in the area.
 - 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.
- I. **Licensing of Drivers** - The Contractor shall ensure that all drivers are properly licensed and trained to operate collection vehicles in accordance with State and Federal regulations and shall require that all drivers periodically produce their licenses for examination by the Appropriate Town Official or his/her designee throughout the term of the Contract.

- J. **Employee Conduct** - Employees of the Contractor are a main contact with Town 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 complaints made by residents concerning refuse and recyclables collection. All employees and subcontractors 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 Town may require that an employee behaving inappropriately be removed from employment under this Contract. The Contractor must provide each employee with proper training, instructions and hand-outs to assure the employee understands, and can communicate to the residents, acceptable and non-acceptable material for Refuse and Recycling Collection, including any special preparation requirements for setting out material for recycling. This includes that cardboard must be flattened and set out next to the recycling container.
- K. **Spilled Refuse** - Refuse shall not be scattered about the street or on private property. Refuse that has been accidentally spilled by the Contractor shall be immediately picked up by the Contractor and removed. The Contractor must carry tools on the truck for the proper removal of spilled debris. To minimize complaints, the Contractor shall attach a brightly colored non-compliance sticker on any refuse, recyclables, or yard waste not to be collected, with a checklist indicating the reason for not collecting and the toll free telephone number. Any questions concerning collection of Refuse shall be directed to the Director, Department of Public Works or his designee ("Director"), who shall be the Town's agent to interpret the contents of this contract whose interpretation shall be binding.
- L. **Noise** - The Contractor shall avoid excessive noise in the course of its operations. Barrels and containers shall not be banged, thrown, or dropped.
- M. **Salvaging** - Salvaging at any time is prohibited without the permission of the Town.
- N. **Quantity of Collection Equipment** - All vehicles used in the collection and transportation under this contract shall be of sufficient size and capacity to operate efficiently. A sufficient number of vehicles will be supplied by the Contractor to collect residential refuse between the hours specified above in accordance with the specifications of the RFP, and the collection schedule approved by the Town. The Town shall have the power, if the Contractor is habitually (more than one occasion per month or at the discretion of the Town) collecting waste after the deadline, to order the Contractor to increase the number of vehicles at no additional cost to the Town if in the Town's judgment such an increase is necessary for the fulfillment of the Contract. If, upon receipt of such order, the Contractor fails to comply with such order within ten (10) days or fails to respond with adequate reason why the increase is not necessary such failure shall constitute a material breach of this Contract and the Town shall have the right to assess the Contractor liquidated damages in the sum of One-Thousand (\$1000.00) dollars for each day that the Contractor fails to comply with such order, said penalty to be imposed for each additional truck ordered by the Town to be put into service but not placed into service by the Contractor. The Parties recognize the delays, expense and difficulties involved in proving the actual losses or damages in a judicial or other proceeding, and agree that the liquidated damages are reasonable compensation to the Town. Payment of liquidated damages shall not preclude the Town from seeking other damages at law or equity

to which it may be entitled as a result of the Contractor's failure to comply with its contract obligations.

- O. **Type of Collection Equipment** - Bodies for the trucks to be used for solid waste collection shall be enclosed with a capacity of not less than sixteen (16) cubic yards by actual measurement. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. The equipment 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 unit 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. Open body trucks may be used for bulky wastes only. Solid waste materials that may blow or spill will not be allowed in open body trucks under any circumstances.
- P. **Garage or Yard for Equipment** - The Contractor shall provide a garage and yard for his equipment which is adequate and sufficient to provide all-weather, year-round operation. Adverse weather, extreme cold temperatures and snow, unless declared state-of-emergency conditions prevail, shall not be considered sufficient reason for not collecting refuse. The Contractor shall make adequate provision for maintenance and prompt repair of his equipment. All equipment used for the collection and transportation of refuse shall be thoroughly cleaned both inside and outside, at least once each week and sprayed with such deodorizing material as may be deemed necessary by the Town. All equipment used by the Contractor shall be subject to inspection for sanitation, safety, and appearance, and subject to approval or rejection by the Town at any time. Rejected equipment will be replaced by the Contractor as soon as reasonably possible.
- Q. **Care of Citizens' and Municipal Property** - The Contractor shall handle refuse and recycling receptacles with care so that they will not be damaged, and after they are emptied they should be left right side up and in the approximate place where found. When in the judgment of the Town, refuse receptacles belonging to residents of the Town are damaged or destroyed by employees of the Contractor, such receptacles shall be replaced forthwith by the Contractor at the Contractor's expense. The Contractor will take adequate precautions to protect all residential, municipal, and commercial property (including buildings, shrubs, lawn, pavement, vehicles or other items or areas that are within school and other public boundaries) from any damage and will be responsible for any such damage caused a result of this service.
- R. **Level of Service** - The Contractor shall familiarize itself with all customs and procedures of the Town relative to refuse collection and recyclable collection and hereby agrees to adopt and incorporate these customs and procedures in the performance of its duties hereunder. These procedures include but are not limited to the collection and disposal of all items currently collected by the Town. Notwithstanding any contract provision to the contrary, this contract shall be construed to require the Contractor to provide at least the same level and quality of refuse and recyclables pick-up and disposal services as have previously been provided by the Town contractor as determined by the Director.

S. **Question and Complaint Line Provision** - The Contractor shall provide full customer service refuse and recycling collection, including customer service associated with any questions or complaints. Therefore, the Contractor shall display the name of the Contractor, the address of his local office and the toll-free telephone number on each vehicle along with the vehicle number. The Contractor's name, address and phone number 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. The words "Town" and the name of the Town shall not be displayed on the vehicle.

The contractor shall maintain adequate personnel at a regional office to answer telephone calls throughout the day between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. These personnel shall receive and log all calls from town departments, residences and establishments in the Town in a courteous and polite manner and shall resolve all complaints in an expeditious manner. A copy of the log must be provided to the Town monthly. That office shall have a two-way radio or other wireless communication capability to contact the Route Manager and/or collection vehicles at all times.

The contractor or the Route Manager will contact the Appropriate Town Official at least once each day with a verbal progress report. All complaints received by said office before 2:00 p.m. will be acted upon forthwith by the contractor, and in any event, before 4:00 p.m. on that day. The Route Manager's vehicle will be equipped with communication capability to ensure efficient communications with collection vehicles at all times.

T. **Non-Performance** - Whenever, in the Town's judgment, the Contractor has failed to perform according to this Contract, the Town shall notify the Contractor in writing, detailing the non-performance and citing the specific section of the Contract and/or specifications. The Town shall also cite the remedy (daily penalty and/or termination of the Contract). The Contractor shall have ten days to correct the non-performance or to respond in writing as to why the Contractor believes it is in compliance with the Contract. If at the end of ten days, the non-performance has not been resolved, then the Town may withhold the daily penalty from the day of first notice of non-performance, and/or terminate the Contract and exercise its rights under the Performance Bond. In the case where non-performance is corrected within the ten-day period by the Contractor, the Town may still, at its discretion, withhold the penalty amount from the payment due the Contractor for each day of non-performance.

U. **Annual Refuse and Recycling Calendar** - The Contractor shall prepare an annual calendar for each fiscal year and cover the cost of production and distribution to all customers, subject to the review and approval of the Appropriate Town Official, as specified in the RFP.

V. **Private Accounts, Weighing of Trucks** - If the Contractor is to do any private work in the Town, such as commercial or industrial routes, a special truck with an identifying non-removable mark approved by the Appropriate Town Official must be used.

- i. All trucks assigned to pick-up pursuant to a contract with the Town will, at all times, be specially marked as required by the Appropriate Town Official. They shall pick up no other wastes under private contracts or contracts with municipalities other than the Town while so engaged. Violation of this requirement will be considered a substantial

breach of the Contract entitling the Town to cancel the contract and to call upon the Performance Bond under the Contract to cover any additional costs incurred in contracting with and employing a substitute Contractor.

- ii. All trucks used for refuse collection under this contract shall enter the Town empty at the beginning of the day. The Contractor will cause all trucks containing refuse, when the work of filling the vehicle has been completed; to be immediately removed outside the limits of the Town to the Wheelabrator North Andover (WNA) facility. The Contractor must obtain daily weight slips from the WNA facility or other, and must attach a copy of the weigh slips to the monthly invoice. The Appropriate Town Official may direct up to ten percent of Contractor's trucks to weigh in and/or out at the beginning/end of the route at a scale at to be designated by the Town.
- iii. All trucks used for recyclables and yard waste collection shall pick up no other such material outside the Town limits. The Contractor must obtain daily weight slips from the facility receiving the material and must attach a copy of the weigh slips to the monthly invoice.

ARTICLE V. PAYMENTS TO CONTRACTOR

- A. **Payment Schedule** - The Town will pay the Contractor monthly payments based upon 1/12 of the Annual Lump Sum Payment for refuse, recyclables, white goods and/or yard waste components. Payments in whole or in part will be made for the faithful performance of this contract, less any penalties for noncompliance.
- B. **Invoices** - The Contractor shall submit invoices within ten days after the end of the previous month for the work performed during the preceding month. Payment will be made to the Contractor by the last Friday of the month in which the Town receives the invoice, subject to the deduction of expenses and/or penalties, and subject to the Town's right to terminate the Contract.
- C. **Invoice Backup and Detail** - Each monthly invoice shall include a copy and summary of all refuse, recyclables, and leaf and yard waste weight slips, a report of the addresses and number of dumpsters collected under this contract and a copy of the log of customer complaints. If any revenue sharing is agreed upon for the recyclables, the invoice shall include a copy of the page from the Official Board Markets ("yellow sheet") which shows the price on which the rebate is calculated.
- D. **Pricing After First Year** - For each year following the first year of the contract, the pricing shall be increased by the percentage specified by the Contractor in the pricing page unless otherwise mutually agreed in writing.

ARTICLE VI. INSPECTION AND REPORTS

The Town shall have the right at any time to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Whenever requested, the Contractor

shall immediately furnish to the Town full and complete written reports of his operations under this Contract in such detail and with such information as the Town may request.

ARTICLE VII. EMPLOYEES TO BE COMPETENT

The Contractor shall employ only competent persons to do the work and whenever the Appropriate Town Official shall notify the Contractor that any person on the work is, in his opinion, incompetent, discourteous, disorderly or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed under this Contract, except with the consent of the Appropriate Town Official.

ARTICLE VIII. PROTECTION AGAINST LIABILITY

The Contractor acknowledges and agrees that he is responsible, as in independent Contractor, for all operations under this Contract and for all acts of his employees and agents hereunder, and agrees that he will indemnify, defend (with counsel acceptable to Town) and hold harmless the Town and its officers, board and employees from any and all debts, demands, actions, causes of action, suits, covenants, contracts, wages, promises, losses, damages, costs, charges, expenses claims and liabilities, which may be made against it or them, or to which they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Contractor or his agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorney fees and expenses, and if any claim is made, the Town may retain out of any payments, then, or thereafter, due to the Contractor a sufficient amount to protect itself completely against such claim, cost and expenses.

ARTICLE IX. TERMINATION FOR IMPROPER PERFORMANCE

The Contractor agrees that, if at any time during the term of this Contract the Town determines that the Contractor is negligently or incompetently performing the work, or any part thereof, or is unable to the satisfaction of the Town to perform the same, or is not complying with the direction of the Town, or with the regulations or orders of the Board of Health or is otherwise failing to perform this Contract in accordance with all of its terms and provisions, or is disposing of the refuse without a permit therefor in any municipality that requires such a permit, the Town may, at its election at any time thereafter, terminate this Contract by giving ten days written notice thereof to the Contractor specifying the effective date of such notice and upon the date so specified, Contract shall terminate, unless the Town has determined that the reasons for the termination have been corrected by the Contractor.

ARTICLE X. PAYMENT FOR DAMAGES

The CONTRACTOR shall pay to the Town all expenses, losses and damages, as determined by the Town, incurred in consequences of any misfeasance, omission or mistake of the CONTRACTOR or its employees or the making good thereof. It is further agreed that damage to the Town will result from a failure by the Contractor to collect refuse or recyclables from each building, clean up spilled refuse, maintain clean vehicles, or furnish a collection and disposal schedule, therefore, the Contractor agrees to pay and the Town agrees to accept the following amounts as liquidated damages as determined by the Town.

- A. Failure to clean up spilled solid waste or recyclable materials, each instance.....\$100.00
- B. Failure to clean vehicle or conveyances as provided for in the specifications, each instance\$100.00
- C. Failure or neglect to collect refuse, recyclables, and yard waste placed at curbside before the daily collection time as provided by this Contract within twenty-four hours of that collection time, each instance\$100.00
- D. Failure or neglect to furnish a schedule or a revised schedule of collection and disposal, each instance\$100.00
- E. Failure to respond to request for increase in vehicles in accordance with Article IV, Paragraph N, of this contract, per day.....\$1,000.00
- F. Disposal of Unacceptable Waste in with solid waste, each instance.....\$1,000.00

The Parties recognize the delays, expense and difficulties involved in proving the actual losses or damages in a judicial or other proceeding, and agree that the liquidated damages are reasonable compensation to the Town. Payment of liquidated damages shall not preclude the Town from seeking other damages at law or equity to which it may be entitled as a result of the Contractor's failure to comply with its contract obligations. ALL damages referred to in this section may be deducted by the Town from any payment then or thereafter due to the Contractor.

ARTICLE XI. LAWS AND REGULATIONS

All work done is to comply with all Federal, state and local laws and regulations. The Contractor shall keep himself fully informed of all State and Federal Laws, and municipal bylaws and regulations in any other manner affecting those engaged or employed in the work, or the materials used in the work or in any way affecting the conduct of the work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications or Contract for this work in relation to any such law, bylaws, regulation, order or decree, he shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existent and future laws, bylaws, regulations, orders and decrees; and shall protect and indemnify the Town and the Board of Selectman 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.

ARTICLE XII. RESPONSIBILITY FOR LABOR AND MATERIALS

The Contractor further agrees that he will pay for all labor performed or furnished, and for all material used or employed, and for the rental or hire of vehicles, power shovels, tools and other appliances and equipment used or employed in the carrying out of this Contract, and shall pay all

persons who contract with the principal for labor and materials on account of the work herein contemplated and that he will furnish the Appropriate Town Official at his request with evidence satisfactory to the Appropriate Town Official 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 performance of said work have been fully paid or satisfactorily secured and, in case such evidence is not furnished, the Town 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 Town 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 this Contract.

ARTICLE XIII. PERFORMANCE BOND

The Contractor shall furnish for the term of this Contract a bond in a form approved by the Town and, with a surety company licensed with the Secretary of State authorized to do business in the Commonwealth of Massachusetts, conditioned upon the Contractor fully performing all his obligations under this Contract. The penal sum of the bond shall be 50% of the annual amount of the contract, which shall be renewed, for each of the contract years. The bond shall be delivered to the Town at the time of execution of this contract. Performance bond renewal each year shall be executed 30 days prior to July 1 of that year. Failure to provide performance bond requirements shall be cause to terminate this Contract. The town may consider each year reducing the amount of the bond prior to the required renewal date.

ARTICLE XIV. CHANGE IN LAW

Any amendment, modification or superseding of any applicable law, regulation 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, and any additional costs associated with Contractor's compliance therewith shall not be chargeable to and payable by the Town.

ARTICLE XV. FORCE MAJEURE

Neither the Contractor nor the Town shall be liable for the failure to perform their duties if such is caused by a catastrophe, riot, war, governmental order or regulation, act of God or other similar or different contingency beyond the reasonable control of the Contractor or the Town.

ARTICLE XVI. MAINTENANCE OF SERVICE

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 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 refuse collection services as above referenced to Town.

ARTICLE XVII. ALL CONTRACTS SUBJECT TO APPROPRIATION

The execution of a proposal contract is subject to adequate financial appropriations for the item(s) or project(s) advertised. The lack of adequate financial appropriation by the Town constitutes grounds to reject all proposals that exceed the financial limitation imposed by the Town.

ARTICLE XVIII. SALES TAX EXEMPTION

The Town is exempt from State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto. This exemption may be considered when forming contract prices.

ARTICLE XIX. PREVAILING WAGE RATES

The Contractor shall be aware of the provisions of Massachusetts General Law, Chapter 149, Section 27F and 31 before filing a Proposal with the Town.

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 on all contracts set by the Contractor and the Town. The current prevailing wages are provided as Attachments C for Arlington and Attachment I for Lexington.

The Contractor shall determine whether or not his business falls under any of the wage rates categories and shall set his contract prices accordingly. The Town will make available copies of the latest edition of the prevailing wage rates as determined by the Department of Labor and Industries upon request.

ARTICLE XX. ASSIGNMENT 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 Town. The Contractor shall not assign any monies due, or to become due to him under this Contract, without the previous written consent of the Town.

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 Town:

- (a) Terminate this Contract with all pertinent contractual conditions contained herein affected in favor of the Town.
- (b) 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.

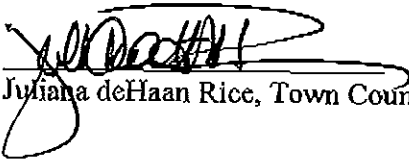
Failure of any subcontractor to perform shall not relieve the Contractor of its obligation to fulfill the terms and conditions of the Contract as set forth herein.

IN WITNESS WHEREOF, the parties, to these present have, caused these presents to be signed and sealed this 21 day of May in the year Two Thousand And Twelve (2012).

The Town of Arlington, Massachusetts:

Approved As To Form


Adam W. Chapdelaine, Town Manager


Juliana deHaan Rice, Town Counsel

Contractor

By: James R. Metzger
Title: PRESIDENT
Date: 5/22/12

CONTRACT FOR TRASH, RECYCLING, AND YARD WASTE

Between The Town of Arlington and
JRM Hauling & Recycling

The Town of Arlington (herein after "The Town" or "Arlington"), a municipal corporation with an address of 730 Massachusetts Avenue, Arlington, Massachusetts, 02476. located in the Commonwealth of Massachusetts, by its Town Manager, duly authorized who, however, incurs no personal liability by reason of the execution hereof or anything herein contained, and JRM Hauling & Recycling, a corporation, having a usual place of business of 265 Newbury Street, Peabody, Massachusetts, hereinafter designated as the Contractor, agree as follows:

ARTICLE I. DEFINITIONS

Acceptable Recyclables – Those recyclable containers and recyclable papers collected as either Single Stream or Dual Stream materials appropriate for recycling under State or Federal laws, ordinances, codes, rules or regulations, consistent with the Massachusetts " Smart Recycling Guide," annexed hereto as "Attachment 1."

Note: see www.RecycleSmartMA.org and Waste Disposal Ban (310 CMR 19.017) and <https://www.mass.gov/guides/massdep-waste-disposal-bans>.

Applicable Law Federal, State or Local law, ordinance, code, rule or regulation or other similar legislation which in any manner affects recycling materials, facility operations, employment, site conditions and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Appropriate Town Official/Municipal Representative The Town Manager shall designate an employee who will be the point of contact for the Contractor and have final authority on behalf of the Town to represent it in all matters pertaining to the management and implementation of the Contract, here assumed to be the Town's Recycling Coordinator unless otherwise designated.

Commencement Date The date when the Contractor begins providing services according to the provisions of this Contract, which is July 1, 2022.

Contaminant(s) or Contamination Materials that are mixed with a community's Inbound material which do not meet the definition of Acceptable Recyclables and are collected along with Acceptable Recyclables.

Contract This agreement, together with all exhibits, amendments, and attachments thereto.

Contract Manager The individual designated in writing by the Contractor to represent it in all matters relating to the management and implementation of the Contract.

Contracted Service The Recycling and Trash services provided by the Contractor under the terms of the Contract.

Contractor The entity that is party to this Contract, whether that be a corporation, firm, individual, joint venture, or any combination thereof, and including any subcontractors thereof, including the Contractor's heirs, executors, administrators, successors, and assigns. They shall do all the work and furnish all the material except as herein otherwise specified, necessary or proper for performing and completing the work hereinafter specified.

Curbside The portion of right-of-way adjacent to paved or traveled roadways (including alleys).

Designated Facility Approved sites, including disposal facilities (for trash) for receipt of trash, recyclables or yard waste loads respectively as set forth in this contract.

Disposal Facility(s) The designated facility or facilities designated by the Municipality or the Contractor (as applicable) to receive Trash and meeting all Federal, State, and local requirements.

Dual Stream A method of collecting and delivering Recyclables, whereby Recyclable Paper and Cardboard, sources of fiber, are collected and delivered to the MRF separated from Recyclable Containers made from glass, plastic, and/or metal.

Eligible Location Any location that Arlington has determined are allowed to be collected as part of this contract, as specified in Attachments "2A, 2B, and 2C."

Holiday The term "Holiday" when used in connection with days of collection, shall be mutually agreed upon in writing by the Contractor and the Appropriate Town Official, but at a minimum shall include New Year's Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day (celebrated as Indigenous Peoples Day in Arlington), Veterans Day, Thanksgiving, and Christmas.

Inbound Materials tipped at the Disposal Facility or the MRF prior to any processing, sorting, or mixing with materials from other communities.

Leaf and Yard Waste Leaf and yard waste, sod, landscaping and tree debris.

Materials Recovery Facility (MRF) A specialized facility that receives, separates, and prepares Acceptable Recyclables for marketing to end-use manufacturers.

Mercury Prohibition Disposal Prohibition Provision of the Mercury Management Act (Chapter 190 of the Acts of 2006): As of May 1, 2008, mercury-added products cannot be disposed of in trash when they reach the end of their useful life. 310 CMR 76.00 prohibits any solid waste collector from collecting as solid waste the contents of a solid waste container that the collector knows (or reasonably should know) includes one or more mercury-added products.

Multi-Family A residential building containing more than one single dwelling unit.

Municipality The Town of Arlington.

Municipal Representative The individual designated in writing by the Municipality to represent it in all matters relating to the management and implementation of the Contract.

Operations Manager The individual designated in writing by the Contractor to represent it in all matters relating to the operational aspects of the Contracted Services.

Party The Municipality or the Contractor (jointly "Parties").

PAYT – "Pay-As-You-Throw"

Prevailing Wage As defined in Massachusetts General Law c. 149, §§ 26 – 27 and administered by the Massachusetts Executive Office of Labor and Workforce Development Department of Labor Standards.

Recycle The process as defined in the Commonwealth of Massachusetts Solid Waste Facility Regulations.

Note: see <https://www.mass.gov/doc/310-cmr-19000-solid-waste-management-facility-regulations>.

Recyclables Recyclable Containers and Recyclable Paper collected as either Single Stream or Dual Stream materials.

Recyclable Containers Metal food and beverage cans, plastic bottles/jars/tubs/jugs, glass bottles and jars, clear plastic hinged containers (clamshells), clear plastic cups, and clear plastic egg cartons, including labels and caps. The list of Recyclable Containers may be expanded or reduced from time to time as determined jointly by the Municipality and Contractor.

Note: see www.RecycleSmartMA.org and Waste Disposal Ban requirements (<https://www.mass.gov/guides/massdep-waste-disposal-bans>).

Recyclable Paper Papers, newspapers, magazines/catalogs, paperbacks & phonebooks (covers ok), corrugated cardboard, and paperboard, including paper clips, staples, and metal spirals. The list of Recyclable Paper may be expanded or reduced from time to time as determined jointly by the Municipality and the Contractor.

Note: see www.RecycleSmartMA.org and Waste Disposal Ban requirements ([310 CMR 19.017](https://www.mass.gov/guides/massdep-waste-disposal-bans)) and <https://www.mass.gov/guides/massdep-waste-disposal-bans>).

Recycling Receptacle Receptacle used by Service Recipients to set out Recyclables for collection and conforming to the specifications in this Contract (e.g., wheeled carts, set-out bins, dumpsters).

Rejected Loads Trash or yard waste collected by the Contractor which is not accepted by Designated Facility.

Service Area The geographic area as specified in this Contract within which the Contractor shall provide Contracted Services.

Service Fee The fee as defined in this Contract paid to the Contractor by the Municipality for Contracted Services.

Service Recipient Any residential dwelling unit, non-residential building, or municipal building that receives Contracted Services pursuant to this Contract.

Single Family A residential building containing one single dwelling unit.

Single Stream A method of collecting and delivering Recyclables whereby all materials are mixed together.

Solid Waste As defined in the Commonwealth of Massachusetts Solid Waste Facility Regulations.

Note: see <https://www.mass.gov/doc/310-cmr-19000-solid-waste-management-facility-regulations>.

Ton 2,000 pounds

Town Whenever the word "Town" is used in this agreement, it shall be understood to mean the Town of Arlington, Massachusetts, acting through its Town Manager or their designee located at 730 Massachusetts Avenue, Arlington, Massachusetts, 02476.

Trash Discarded materials excluding Recyclables that are otherwise defined as Solid Waste in the Commonwealth of Massachusetts Solid Waste Facility Regulations (310 CMR 19.000).

Trash Receptacle Receptacle used by Service Recipients to set out Trash for collection and conforming to the specifications in this Contract (e.g., wheeled carts, pre-printed pay-as-you-throw/PAYT bags, dumpsters).

Waste Disposal Bans No person shall dispose, transfer for disposal, or contract for disposal or transport of the restricted material as defined in the Commonwealth of Massachusetts Solid Waste Facility Regulations.

Note: see <https://www.mass.gov/doc/310-cmr-19000-solid-waste-management-facility-regulations>.

"Recycling" Marked Plastic Reusable Container Receptacle set out by the resident to which they have affixed a "recycling" bumper sticker, provided by the Municipality.

"Yard Trimmings" marked plastic reusable container Receptacle set out by the resident to which they have affixed a "yard trimmings" bumper sticker, provided by the Municipality.

Working Day The term "Day" or "Working Day" shall be interpreted to mean Monday, Tuesday, Wednesday, Thursday, Friday, (and Saturdays when a holiday falls on a working day)

exclusive of legal holidays and weekends.

ARTICLE II. AGREEMENT

The CONTRACTOR agrees to, at its own expense, perform all the work and furnish all the vehicles, equipment and labor for collecting and transporting all the trash, recyclables, and yard waste collected within the Town during the term of this Contract, all in accordance with the terms and provisions of this Contract and in a proper, thorough and workmanlike manner, and to the satisfaction of the Appropriate Town Official or their designee, whose decision as to matters pertaining to the fulfillment of this Contract shall be conclusive.

ARTICLE III. TERM AND OPTION TO EXTEND

- A. **Term** The Initial Term of this Contract shall be for a period of three (3) years from the Commencement date, terminating on June 30, 2025.

- B. **Option to Extend** At the option of the Town, and upon written agreement of Contractor, this Contract may be extended for two (2) additional one (1) year terms.
 - 1. To exercise its option, the Town shall notify Contractor in writing at least six months prior to the termination date of its intent to extend.
 - 2. Contractor shall have 30 days to provide written notice of acceptance of the extended term.
 - 3. Absent exercise of the option by the Town and written agreement of the Contractor, no extension shall be deemed to bind the parties.

ARTICLE IV. INSURANCE REQUIREMENTS

The Contractor shall take out and maintain during the life of the Contract the following insurance in companies and forms acceptable to the Town and in adequate amounts as shall protect the Contractor, performing work covered by this Contract and the Town and its employees, agents, and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to indemnify, defend (with counsel acceptable to the Town) and hold the Town and its employees, agents and officials harmless from any and all expenses (including attorneys fees and court costs), debts, demands, actions, causes of action, suits, covenants, contracts, wages, promises, damages and any and all claims, demands, and liabilities whatsoever of any name and nature arising from or in connection with the Contractor's operations under this Contract. To the extent permitted by law, the Town shall indemnify and hold harmless the Contractor, its employees, agents, and others from all claims and liability for damages for bodily injury including accidental death, and for property damages which may arise from negligent acts or omissions by the Town, its agents, employees, and officials arising from or in connection with its own operations under this Contract.

Except as otherwise stated, the Amounts of such insurance shall be for each policy, not less than:

- A. Worker's Compensation: as required by the laws of Massachusetts.

- B. General Liability: Bodily injury liability, including death; \$2,000,000 on account of any one person and \$2,000,000 on account of any one accident and \$2,000,000 aggregate limit. Extraterritorial and guest clause shall be included.
- C. Property Damage Liability, \$2,000,000 on account of any one accident, and \$2,000,000 in the aggregate.
- D. Contingent coverage for subcontractors for B. and C. above.
- E. Automobiles and trucks, including hired vehicles: Bodily injury liability, including death; \$20,000,000 on account of any one person and \$2,000,000 on account of any one accident. Property damage liability: \$2,000,000.
- F. Excess Umbrella as per specifications.
- G. Insurance in name of Town(s): The Public Liability and Property Damage Insurance and Owner's Contingent Policies, as the case may be, shall show the Contract indemnification clause as set forth in Article XI in the manner spelled out hereinafter.
- H. The Town of Arlington will be named as additional insured on all previously named insurance policies that are part of its agreement with the Contractor.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

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

Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of the Contractor's officers or employees or for damage to the Contractor's trucks or equipment arising out of work contemplated by this Contract.

ARTICLE V. GENERAL REQUIREMENTS

- A. **Collection Routes** Within ten (10) business days of notification of award of this Contract, the Contractor shall prepare and submit to the Town for approval a detailed written collection schedule for trash and recyclables, and a collection route map, indicating streets, or portions thereof, to be collected on each day of the schedule. Each address shall be scheduled for collection the same day of each week, holidays excepted. The recycling routes will be scheduled on a weekly basis or biweekly basis as specified by the Town, but on the same day as trash collection. To

the extent practicable, the Contractor shall attempt to adhere to the existing collection schedule.

Once approved by the Town, the Contractor shall adhere to the collection schedules and routes and may not change routes or schedules without prior consent of the Town.

The Town shall reserve the right to require the Contractor to modify the collection schedule and/or routes for the convenience of the Town and the public, provided such change does not result in Contractor incurring additional costs.

- B. **Days and Hours of Operation** All trash and recyclable collection shall be performed from Monday through Friday only. Collections shall continue on Saturdays with the prior permission of the Town only when a holiday or adverse weather conditions interfere with the normal collection schedule. The Contractor shall not begin residential collection on any given day before 7:00 A.M. and such collection shall not be continued after 5:00 P.M., except for occasions when the Contractor is forced to continue collection due to weather, heavy volumes of waste, or mechanical problems. The Contractor shall maintain consistency in the pick-up hours for each district in the Town whenever possible.
- C. **Holidays** Whenever a scheduled collection falls on a legal Holiday, the collection schedule will shift one day for all collections so that collection routes will remain the same but residents will have their trash, recyclables, and yard waste collection one day later than their normal collection day for that week for collection days following the holiday.
- D. **Other Conditions** Rain and ordinary snow shall not be cause for omissions of the collection of trash in accordance with the provisions of these specifications of this Contract. Only hazardous weather conditions will be considered sufficient cause for cancellation of scheduled collection. Collection of the omitted routes shall be resumed as soon as possible without further disruption to the remainder of the collection schedule. Permission of the Appropriate Town Official must be obtained before cancellation of collection is allowed.
- E. **Special Collections** The Contractor shall be required to make a return trip or special collection to any residence missed through the fault of Contractor. In addition, the Contractor may be required, at the Town's discretion, to make a maximum of twenty-five (25) special collections or return trips per week at no cost to Town, which special collection is not fault of Contractor. Special collections may be made in any collection vehicle deemed appropriate by the Contractor. Additional costs for minor special collections beyond twenty-five per week shall be negotiated annually at the start of each contract year.
- F. **Directions** The Contractor shall comply with directions that may from time to time be reasonably given by the Town regarding changes in routing, order of collections,

type and care of vehicles and equipment and such matters as the Town deems necessary to protect public health and ensure adequate trash and recyclable collection services. The Contractor shall contact the Appropriate Town Official or their designee, in person or by telephone, each collection day, in order to receive any special directions and any complaints.

- G. **Health Regulations** The Contractor shall comply with all applicable rules and regulations issued or that may be issued by the Town's Board of Health and the Massachusetts Department of Public Health.
- H. **Operation of Vehicles** The Contractor shall ensure that caution is used in the operation of all vehicles and shall specifically instruct all drivers and other personnel of the following restrictions and requirements:
- i. Collection vehicles shall not obstruct or block passage of other motor vehicles, except during collection of a trash container.
 - ii. 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.
 - iii. Each vehicle shall be equipped with all safety equipment required by State and Federal law.
 - iv. Backing of vehicles is prohibited if school-age children are in the area.
 - v. 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.
- I. **Licensing of Drivers** The Contractor shall ensure that all drivers are properly licensed and trained to operate collection vehicles in accordance with State and Federal regulations and shall require that all drivers periodically produce their licenses for examination by the Appropriate Town Official or their designee throughout the term of the Contract.
- J. **Employee Conduct** Employees of the Contractor are a main contact with the Town'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 complaints made by residents concerning trash and recyclables collection. All employees and subcontractors 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 Town may require that an employee behaving inappropriately be removed from employment under this Contract. The Contractor must provide each employee with proper training, instructions and hand-outs to assure the employee understands, and can communicate to residents, acceptable and non-acceptable material for trash and recycling collection, including any special preparation requirements for setting out material for recycling.
- K. **Conduct of Collection**

- i. **Handling of Receptacles and Municipal Property** Contractor shall carefully handle all Receptacles. Receptacles shall be thoroughly emptied. Empty Receptacles shall be in the approximate location where placed by the Service Recipient with any attached lids open and unattached covers or lids placed on the ground next to the Receptacle. Receptacles shall not be placed in driveways, in front of mailboxes, in the right of way, or in any other way that interferes with traffic or mail delivery service. Receptacles shall not be bent, thrown or otherwise abused. Any type of Receptacle found in an enclosure of any kind shall be returned upright with covers placed on the Receptacles.

When, in the judgment of the Town, Trash Receptacles belonging to residents of the Town are damaged or destroyed by employees of the Contractor, such Receptacles shall be replaced forthwith by the Contractor at the Contractor's expense. The Contractor will take adequate precautions to protect all residential, municipal, and commercial property, including buildings, shrubs, lawn, pavement, vehicles or other items or areas that are within school and other public boundaries, from any damage and will be responsible for any such damage caused as a result of this service.

- ii. **Litter and Spills** The Contractor shall prevent litter and spills during the collection and transport of materials. All collected materials shall be contained fully within the body of the collection vehicle, except during the loading of materials. Hoppers on all collection vehicles shall be cleared frequently to minimize potential for litter and spills. The Contractor shall immediately clean up and repair any damage, at its own expense.

To minimize complaints, the Contractor shall attach a brightly colored noncompliance sticker on any trash, recyclables, or yard waste not to be collected, with a checklist indicating the reason for not collecting and the toll free telephone number. Any questions concerning collection of Trash shall be directed to the Director of Department of Public Works or the Appropriate Town Official (as designated by the Town Manager), who shall be the Town's agent to interpret the contents of this contract, and whose interpretation shall be binding.

- iii. **Prohibition of Mixed Loads** The Contractor shall handle Recyclables, Trash and Yard Waste separately at all times during collection and delivery to Designated Facilities.

- iv. **Dedicated Collection** The Contractor shall not combine Trash, Recyclables, or Yard Waste collected in the Service Area with any materials collected outside of the Service Area. The Contractor shall make collection vehicles,

vehicle daily reports, weight tickets, and other documentation as needed to document compliance with this requirement available to the Appropriate Town Official immediately upon request.

- v. **Quantity and Quality of Materials** The quantity of Trash and Recyclables under the Contract shall not be guaranteed by the Town. The quality of Recyclables under the Contract shall not be guaranteed by the Town. The Town shall make reasonable efforts to minimize the amount of Contamination present in Trash and Recyclables through its public education and monitoring program. The Contractor shall make reasonable efforts to minimize the amount of Contamination present in Trash and Recyclables through tagging and tracking non-compliant receptacles and/or rejecting containers with visible contamination.
- vi. **Ownership of Recyclables** The Contractor assumes all ownership of the Recyclables at the curb. In exchange, there are no processing fees charged to the Town, as the Contractor has full ownership of Recyclables which includes all profits from the sale of the materials.
- vii. **Transport to Designated Facilities** Contractor shall transport collected Trash, Yard Waste, and Recyclables to the following designated facilities:
 - a. Trash - WIN Enterprises
285 Holt Road, North Andover, MA 01845
 - b. Recyclables – GreenWorks
109 Newbury St, Peabody, MA 01960
 - c. Yard Waste – Landscape Express
216 New Boston St, Woburn, MA 01801
- viii. **Weight Slips** The Contractor shall obtain weight slips (physical or electronic) for each load of the Town’s trash, recycling and yard waste and retain them for the duration of the Contract.
- ix. **Procedures for Non-Collection** The Contractor may decline to collect any Receptacle that is not prepared or placed in accordance with the Contract requirements. The Contractor shall not collect Receptacles of Recyclables that contain visible Contaminants in conformance with Recyclesmartma.org (www.RecycleSmartMA.org). The Contractor shall affix a printed non-collection notice to the set out stating the reasons for non-collection, [take a picture] and notify the Municipal Representative within four (4) hours of declining to collect the Receptacle. The design and content of the non-collection notice shall be subject to the approval of the Municipal Representative.
- x. **Rejected Loads** In the event a load of the Town’s Trash and/or Yard Waste is rejected by a designated facility, the Contractor shall immediately notify

the Municipal Representative, adhere to the Designated Facility's load rejection procedures, and cooperate with the Municipal Representative to resolve the matter.

- xi. **Disposal Prohibition** Unless the Contractor has obtained written approval from the Massachusetts Department of Environmental Protection, the Contractor shall not burn, landfill, or otherwise dispose of any Recyclables or recovered material handled under this Contract. Contractor shall not knowingly sell recovered material for any use that constitutes disposal under Massachusetts law.

This prohibition shall not apply to rejects and residue glass. The Contractor's Recycling Facility shall be capable of producing color-mixed glass suitable to be marketed for subsequent glass beneficiation. Notwithstanding, if the Contractor clearly demonstrates that a glass beneficiation market does not exist, color-mixed glass may be beneficially used for landfill-alternative daily cover and other civil construction applications.

- xii. **Emergency Services** In the event of a disaster or declared emergency, the Contractor shall provide emergency services at the Town's request. The Contractor shall be capable of providing emergency services within twenty-four (24) hours of notification by the Town or as soon thereafter as is reasonably practicable. Emergency services which exceed the scope of work under this Contract and which are not compensated as special services in accordance with this Contract shall be compensated through a negotiated agreement between the Contractor and Town in accordance with this Contract.

- L. **Noise** The Contractor shall avoid excessive noise in the course of its operations. Barrels and containers shall not be banged, thrown, or dropped.
- M. **Salvaging** Salvaging at any time is prohibited without the permission of the Town.
- N. **Quantity, Type, and Quality of Collection Equipment** All vehicles used in the collection and transportation under this contract shall be of sufficient size and capacity to operate efficiently. A sufficient number of vehicles will be supplied by the Contractor with the following minimum number of vehicles and conditions between the hours specified above and the collection schedule approved by the Town:
 - i. Three (3) Solid Waste/Trash Trucks
Three (3) Recycling Trucks

One (1) Leaf & Yard Waste Truck (during the months of yard waste collection from mid-April through early December, totaling 36 weeks), and for two (2) weeks in January to collect Christmas Trees.

Two (2) Additional Leaf and Yard Waste Trucks from October through December.

Absent express approval from the Appropriate Town Official, failure to field the minimum number of vehicles shall constitute a rebuttable presumption of habitual tardiness outlined in section N(iv) below;

- ii. Bodies for the trucks to be used for solid waste collection shall be enclosed with a capacity of not less than sixteen (16) cubic yards by actual measurement. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. The equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be assured. The component parts of the unit 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. Open body trucks may be used for bulky wastes only. Solid waste materials which may blow or spill will not be allowed in open body trucks under any circumstances.
- iii. All of the Contractor's collection vehicles, except as outlined above for bulky wastes, shall have an enclosed compartment(s) for collected materials with waterproof seals and watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the compartment(s) during loading and transport operations.
- iv. The Town shall have the power, if the Contractor is habitually (more than one occasion per month, or at the discretion of the Town) collecting waste after the deadline, to order the Contractor to increase the number of vehicles, at no additional cost to the Town, if in the Town's judgment such an increase is necessary for the fulfillment of the Contract. If upon receipt of such order, the Contractor fails to comply with such order within ten (10) days, or fails to respond with adequate reason why the increase is not necessary, such failure shall constitute a material breach of this Contract, and the Town shall have the right to assess the Contractor liquidated damages in the sum of One-Thousand (\$1000.00) dollars for each day that the Contractor fails to comply with such order, said penalty to be imposed for each additional truck ordered by the Town to be put into service but not placed into service by the Contractor. The Parties recognize the delays, expense and difficulties involved in proving the actual losses or damages in a judicial or other proceeding, and agree that the liquidated damages are reasonable compensation to the Town. Payment of liquidated damages shall not preclude the Town from seeking other damages at law or equity to

which it may be entitled as a result of the Contractor's failure to comply with its contract obligations.

- O. **Garage or Yard for Equipment** The Contractor shall provide a garage and yard for its equipment which is adequate and sufficient to provide all weather, year-round operation. Adverse weather, extreme cold temperatures and snow, unless declared state-of-emergency conditions prevail, shall not be considered sufficient reason for not collecting trash. The Contractor shall make adequate provision for maintenance and prompt repair of its equipment. All equipment used for the collection and transportation of trash shall be thoroughly cleaned both inside and outside, at least once each week and sprayed with such deodorizing material as may be deemed necessary by the Town. All equipment used by the Contractor shall be subject to inspection for sanitation, safety, and appearance, and subject to approval or rejection by the Town at any time. Rejected equipment will be replaced by the Contractor as soon as reasonably possible.

- P. **PAYT Trash** In the event the Town converts to a PAYT program during the contract term, Contractor shall only collect Trash from Service Recipients subject to PAYT requirements that has been set out in official bags or containers consistent with agreed upon protocols to be established by an amendment to this Contract.

- Q. **Level of Service** The Contractor shall familiarize itself with all customs and procedures of the Town relative to trash collection and recyclable collection and hereby agrees to adopt and incorporate these customs and procedures in the performance of its duties hereunder. These procedures include but are not limited to the collection and disposal of all items currently collected by the Town.

Notwithstanding anything to the contrary in the provisions of this Contract and the specifications, this Contract shall be construed to require the Contractor to provide at least the same level and quality of trash and recyclables pick-up and disposal services as have previously been provided by the Town contractor, as determined by the Director.

- R. **Question and Complaint Line Provision**
 - i. The Contractor shall provide full customer service trash and recycling collection, including customer service associated with any questions or complaints. Therefore, the Contractor shall display the name of the Contractor, the address of its local office and the toll-free telephone number on each vehicle along with the vehicle number for the general public. The Contractor's name, address and phone number 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. The words "Town" and the name of the Town shall not be displayed on the vehicle.

- ii. The Contractor shall maintain adequate personnel at a regional office to answer telephone calls throughout the day between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, including a dedicated Route Manager or Supervisor. These personnel shall receive and log all calls from Town departments, residences and establishments in the Town in a courteous and polite manner and shall resolve all complaints in an expeditious manner. A copy of the log must be provided to the Town monthly. That office shall have a two-way radio or other wireless communication capability to contact the Route Manager and/or collection vehicles at all times.
- iii. In addition to a customer service number for the general public, the Contractor shall provide a separate dedicated and direct customer service line for the Appropriate Town Official to directly contact the Contractor during the hours set forth in section R(ii) above. The Route Manager's contact information may serve as the dedicated customer service line for the Appropriate Town Official.

S. **Non-Performance and Missed Collection**

- i. Whenever, in the Town's judgment, the Contractor has failed to perform according to this Contract, the Town shall notify the Contractor in writing, detailing the non-performance and citing the specific section of the Contract and/or specifications.

The Town shall also cite the remedy (daily penalty and/or termination of the Contract). The Contractor shall have ten (10) days to correct the non-performance or to respond in writing as to why the Contractor believes it is in compliance with the Contract. If at the end of ten (10) days the non-performance has not been resolved, the Town may withhold the daily penalty from the day of first notice of non-performance, and/or terminate the Contract and exercise its rights under the Performance Bond. In the case where non-performance is corrected within the ten-day period by the Contractor, the Town may still, at its discretion, withhold the penalty amount from the payment due the Contractor for each day of non-performance.

- ii. If the Appropriate Town Official notifies the Contractor before 12:00 p.m. that the Contractor failed to provide collection service (missed collection), the Contractor shall return to the Service Recipient by 6:00 p.m. the same day and collect all Trash, Recyclables, and/or Yard Waste placed out for collection. If the Contractor is notified about a missed collection after 12:00 p.m., collection shall be made by 8:00 a.m. the following day. The Contractor shall report all missed collections as a complaint as part of its monthly report.

- T. **Annual Trash and Recycling Calendar** The Contractor shall prepare an annual calendar for each fiscal year and cover the cost of production and distribution to all customers, subject to the review and approval of the Appropriate Town Official.
- U. **Private Accounts, Weighing of Trucks** If the Contractor is to do any private work in the Town, such as commercial or industrial routes, a special truck with an identifying non-removable mark approved by the Appropriate Town Official must be used.
- i. All trucks assigned to pick-up pursuant to a contract with the Towns will, at all times, be specially marked as required by the Appropriate Town Official. They shall begin their routes empty and shall pick up no other wastes under private contracts or contracts with other municipalities. Violation of this requirement will be considered a substantial breach of the Contract entitling the Town to cancel the contract and to call upon the Performance Bond under the Contract to cover any additional costs incurred in contracting with and employing a substitute Contractor.
 - ii. All trucks used for Trash, Recyclables and Yard Waste collection under this Contract shall enter the Town empty at the beginning of the day. The Contractor will cause all trucks containing trash, when the work of filling the vehicle has been completed, to be immediately removed outside the limits of the Town to the Designated Facility. The Contractor must obtain daily weight slips from the Designated Facility or other, and must attach a copy of the weight slips to the monthly invoice. The Appropriate Town Official may direct up to ten (10) percent of Contractor's trucks to weigh in and/or out at the beginning/end of the route at a scale to be designated by the Town.
- V. **Pilot Collection Programs** The Town reserves the right to implement and evaluate various outreach and education methods, collection monitoring methods, collection equipment and/or material sorts on a pilot basis during the course of the Contract. The Municipality and Contractor will negotiate in good faith and execute a letter of agreement defining the schedule, responsibilities, obligations, and potential compensation for the Contractor's participation in a pilot program.
- W. **Outreach and Education** The Town shall have primary responsibility for developing, designing and executing overall public promotion, education and outreach programs with the assistance and cooperation of the Contractor. All materials provided by the Town to Service Recipients shall conform to guidance outlined within Recycle Smart MA

Note: see <https://recyclesmartma.org/smart-recycling-guide/> and [reference MA Waste Ban 310 CMR 19.017.](#)

The Town shall utilize website and online media for providing further education on materials being recycled and marketed by the Designated Facility. All outreach must conform and, where applicable, link to Recycle Smart MA.

- X. **Meetings** – The Contractor shall participate in meetings with the Town to review the status of Contracted Services. The Contractor shall participate in meetings as needed/requested by the Town, with the public and/or the Town associated with the Contracted Services, or to support the Town’s outreach and education program.

ARTICLE VI. PAYMENTS TO CONTRACTOR

- A. **Payment Schedule** The Town will pay the Contractor monthly payments based upon 1/12 of the Annual Lump Sum Payment for trash, recyclables, white goods and/or yard waste components. Payments in whole or in part will be made for the faithful performance of this Contract, less any penalties for noncompliance.
- B. **Invoices** The Contractor shall submit invoices within ten (10) days after the end of the previous month for the work performed during the preceding month. Payment will be made to the Contractor by the last Friday of the month in which the Town receives the invoice, subject to the deduction of expenses and/or penalties, and subject to the Town’s right to terminate the Contract.
- C. **Invoice Backup and Detail** Each monthly invoice shall include a copy and summary of all trash, recyclables, and leaf and yard waste weight slips, a report of the addresses and number of dumpsters collected under this contract and a copy of the log of customer complaints. If any revenue sharing is agreed upon for the recyclables, the invoice shall include a copy of the page from the Official Board Markets (“yellow sheet”) which shows the price on which the rebate is calculated.
- D. **Pricing After First Year** For each year following the first year of the contract, the pricing shall be increased by the percentage specified by the Contractor in the pricing page unless otherwise agreed to in writing.
- E. **Pay-As-You-Throw** If the Pay-As-You-Throw (PAYT) option is implemented the price and service terms of the Contract shall continue to control as outlined herein, unless PAYT requires new equipment, in which case Contractor shall be compensated through a negotiated agreement between the Contractor and Town.

ARTICLE VII. INSPECTION AND REPORTS

The Town shall have the right at any time to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Whenever requested, the Contractor shall

immediately furnish to the Town full and complete written reports of his operations under this Contract in such detail and with such information as the Town may request.

ARTICLE VIII. EMPLOYEES TO BE COMPETENT

The Contractor shall employ only competent persons to do the work, and whenever the Town Manager shall notify the Contractor that any person on the work is, in his opinion, incompetent, discourteous, disorderly or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed under this Contract, except with the consent of the Town Manager.

ARTICLE IX. PROTECTION AGAINST LIABILITY

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 acceptable to Town) and hold harmless the Town and its officers, board and employees from any and all debts, demands, actions, causes of action, suits, covenants, contracts, wages, promises, losses, damages, costs, charges, expenses claims and liabilities, which may be made against it or them, or to which they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Contractor or its agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorney fees and expenses, and if any claim is made, the Town may retain out of any payments, then or thereafter, due to the Contractor a sufficient amount to protect itself completely against such claim, cost and expenses.

ARTICLE X. TERMINATION FOR IMPROPER PERFORMANCE

The Contractor agrees that, if at any time during the term of this Contract the Town determines that the Contractor is negligently or incompetently performing the work, or any part thereof, or is unable to the satisfaction of the Town to perform the same, or is not complying with the direction of the Town, or with the regulations or orders of the Board of Health, or is otherwise failing to perform this Contract in accordance with all of its terms and provisions, or is disposing of the trash without a permit therefor in any municipality that requires such a permit, the Town may, at its election at any time thereafter, terminate this Contract by giving ten (10) days written notice thereof to the Contractor specifying the effective date of such notice, and upon the date so specified, Contract shall terminate, unless the Town has determined that the reasons for the termination have been corrected by the Contractor.

ARTICLE XI. PAYMENT FOR DAMAGES

The Contractor shall pay to the Town all expenses, losses and damages, as determined by the Town, incurred in consequences of any misfeasance, omission or mistake of the Contractor or its employees or the making good thereof. It is further agreed that damage to the Town will result from a failure by the Contractor to collect trash or recyclables from each building, clean up spilled trash, maintain clean vehicles, or furnish a collection and disposal schedule; therefore, the Contractor agrees to pay and the Town agrees to accept the following

amounts as liquidated damages as determined by the Town.

- A. Failure to clean up spilled solid waste or recyclable materials, each instance..... \$100.00
- B. Failure to clean vehicle or conveyances as provided for in the specifications, each instance \$100.00
- C. Failure or neglect to collect trash, recyclables, and yard waste placed at curbside before the daily collection time as provided by this Contract within twenty-four (24) hours of that collection time, each instance..... \$100.00
- D. Failure or neglect to furnish a schedule or a revised schedule of collection and disposal, each instance \$100.00
- E. Failure to respond to request for increase in vehicles in accordance with Article V.N.i. of this contract, per day..... \$1,000.00
- F. Disposal of Waste Disposal Ban materials in with solid waste, each instance \$1,000.00

The Parties recognize the delays, expense and difficulties involved in proving the actual losses or damages in a judicial or other proceeding, and agree that the liquidated damages are reasonable compensation to the Town. Payment of liquidated damages shall not preclude the Town from seeking other damages at law or equity to which it may be entitled as a result of the Contractor's failure to comply with its contract obligations. ALL damages referred to in this section may be deducted by the Town from any payment then or thereafter due to the Contractor.

ARTICLE XII. LAWS AND REGULATIONS

All work done shall comply with all Federal, State and local laws and regulations. The Contractor shall keep himself fully informed of all State and Federal Laws, and municipal bylaws and regulations in any other manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications or Contract for this work in relation to any such law, bylaws, regulation, order or decree, it shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with, all such existent and future laws, bylaws, regulations, orders and decrees, and shall protect and indemnify the Town and the Select Board 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 the Contractor or its employees.

ARTICLE XIII. RESPONSIBILITY FOR LABOR AND MATERIALS

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, power shovels, tools and other appliances and equipment used or employed in the carrying out of this Contract, and shall pay all persons who contract with the principal for labor and materials on account of the work herein contemplated and that it will furnish the Town Manager at their request with evidence satisfactory to the Town Manager 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 performance of said work have been fully paid or satisfactorily secured and, in case such evidence is not furnished, the Town 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 it giving the bond accompanying this Contract, the Town 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 this Contract.

ARTICLE XIV. PERFORMANCE BOND

The Contractor shall furnish for the term of this Contract a bond in a form approved by the Town and, with a surety company licensed with the Secretary of State authorized to do business in the Commonwealth of Massachusetts, conditioned upon the Contractor fully performing all its obligations under this Contract. The penal sum of the bond shall be 50% of the annual amount of the Contract, which shall be renewed, for each of the Contract years. The bond shall be delivered to the Town at the time of execution of this Contract. Performance bond renewal each year shall be executed thirty (30) days prior to July 1 of that year. Failure to provide performance bond requirements shall be cause to terminate this Contract.

ARTICLE XV. CHANGE IN LAW

Any amendment, modification or superseding of any applicable law, regulation or ordinance affecting Contractor's performance under the terms and conditions hereof, and Contractor's compliance with such resulting law, regulations, or bylaws, shall not be deemed breach of this agreement, and any additional costs associated with Contractor's compliance therewith shall not be chargeable to and payable by the Town.

ARTICLE XVI. FORCE MAJEURE

Neither the Contractor nor the Town shall be liable for the failure to perform their duties if such is caused by a catastrophe, riot, war, governmental order or regulation, act of God or other similar or different contingency beyond the reasonable control of the Contractor or the Town.

ARTICLE XVII. MAINTENANCE OF SERVICE

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 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 trash collection services as above referenced to Town.

ARTICLE XVIII. ALL CONTRACTS SUBJECT TO APPROPRIATION

The execution of a proposal contract is subject to adequate financial appropriations for the item(s) or project(s) advertised. The lack of adequate financial appropriation by the Town constitutes grounds to reject all proposals that exceed the financial limitation imposed by the Town.

ARTICLE XIX. SALES TAX EXEMPTION

The Town is exempt from State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto. This may be considered when forming contract prices.

ARTICLE XX. PREVAILING WAGE RATES

The Contractor shall be aware of the provisions of Massachusetts General Law, Chapter 149, Section 27F and 31 before filing a Proposal with the Town.

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 the Town.

The Contractor shall determine whether or not its business falls under any of the wage rates categories and shall set its contract prices accordingly. The Town will make available copies of the latest edition of the prevailing wage rates as determined by the Department of Labor and Industries upon request.

ARTICLE XXI. ASSIGNMENT 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 Town. The Contractor shall not assign any monies due, or to become due to it under this Contract, without the previous written consent of the Town.

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 Town:

- (a) Terminate this Contract with all pertinent contractual conditions contained herein affected in favor of the Town.
- (b) 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.

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.

ARTICLE XXII. CERTIFICATIONS

Contractor shall provide certification under the penalty of perjury attesting to compliance with the following (Attachment "3"):

- A. Up to date payment of all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills to the Town of Arlington;
- B. Up to date payment on all State taxes required by law, as well as compliance with reporting of employees and contractors and withholding and remitting of child support consistent with M.G.L. c. 62C sec. 49A;
- C. Compliance with all equal opportunity and State, Federal and local non-discrimination laws, including the Town of Arlington Bylaw with respect to non-discrimination.

ARTICLE XXIII. AMENDMENTS

This Contract may not be amended, extended, or modified except by the mutual agreement of the Parties in writing. Such amendments, when mutually agreed upon by and between the Parties shall be incorporated into this contract.

IN WITNESS WHEREOF, the parties to these presents have caused these presents to be signed and sealed this 6 day of May in the year Two Thousand And Twenty Two (2022).

The Town of Arlington, Massachusetts:

Approved As To Form


Adam Chapdelaine, Town Manager


Douglas W. Heim, Town Counsel

Contractor

By: James A. Methyl

Title: Vice President

Date: 05/03/2022



Smart Recycling Guide

Your go-to reference for recycling in Massachusetts



Metal



Food and Beverage Cans
empty and rinse

Plastic



Bottles, Jars, Jugs and Tubs
empty and replace cap

Glass



Bottles and Jars
empty and rinse

Paper & Cardboard



Mixed Paper, Newspaper, Magazines, Boxes
empty and flatten

NO!



**Do Not Bag Recyclables
No Garbage**



**No Plastic Bags
or Plastic Wrap**
(return to retail)



No Food or Liquid
(empty all containers)



No Clothing or Linens
(use donation programs)



No Tanglers
(no hoses, wires, chains or electronics)

Recyclopedia: Can I recycle it?

Enter name of item (ex. bottle)

Search

Use our online search tool at: RecycleSmartMA.org



RecycleSmartMA.org

All recycling programs in Massachusetts accept the items pictured above.

Printed on Recycled Paper

Attachment 2A: Dumpster Locations on Town Pickup- Residential 2022

PROPERTY	ADDRESS	# cans	SIZE
Gardner Manor	186 Gardner Street	1	10 yd
Idahurst Manor	49 Appleton Street	1	2 yd
	152 Pleasant Street	1	2 yd
	215 Mass Ave	1	8 yd
Cedar Crest Apts	382 Mass Ave	1	8 yd
	285-287 Mass Ave	1	6 yd
Boulos Realty Trust	1260 Mass Ave	2	2yd
RCR Realty	16 Walnut Street	1	6 yd
	1160 Mass Ave.	1	6 yd
Parkway-Mystic Apts	151 Mystic Street	1	10 yd
	17-21 Grove Street	1	10 yd
Kentwood/ Loaded fm Back	990 Mass. Ave	2	10 yd
Rembrant/Front Loading	975 Mass Ave	1	2 yd
	276 Mass Ave	1	10 yd
Colonial Village	5 Colonial Village Dr	3	10 yd
Empire Realty Trust	102 Oxford Street & 100 Broadway (1 site)	2	2 yd
	170-174 Summer Street	1	8 yd
	489 Summer Street	1	4 yd
	49 Summer Street	1	6 yd
The Summit	215 Mass Ave	1	8 yd
Cantabury Apartments	3 Harris Circle	1	8 yd
Mystic Towers	47 Mystic Street	3	2 yd
	389 Mass Ave	1	6 yd
Brookside Condos	19 Arizona Terrace	3	10 yd
The Irvington	135 Pleasant Street	1	6 yd
Locke School Condos	88 Park Avenue	1	10 yd
		1	6 yd
Brook Bend Condo Assoc.	34 Clark Street	1	2 yd
Arlington Gardens 28 buildings total	11 River Street Rear	1	10 yd
Arlington Gardens 28 buildings total	127 Broadway Rear	1	10 yd
Arizona Terrace	19 Arizona Terrace	3	8 yd
Brattle Drive	11 Brattle Drive	3	10 yd
	266 Broadway	1	10 yd

Attachment 2A: Dumpster Locations on Town Pickup- Residential

2022

	269 Broadway	1	10 yd
Broadway	275 Broadway	1	8 yd
	47 Broadway	1	6yd
Winter Garden	70 Broadway	1	6yd
Mystic Gardens	120 Decatur		
	8 Dudley Street	1	6yd
	34 Forest Street	2	2 yd
	35 Fremont Street	1	6 yd
Glenbrook Estates	2 Glenbrook Lane	1	6 yd
	14 Grove Street	1	6 yd
Tara Leah Realty	26 Grove Street	1	6 yd
Spy Pond Condos	18 Hamilton Road	1	10 yd
	6 Jason Street	1	6 yd
Churchill Apartments	1033 Mass Ave	3	2 yd
	1484 Mass Ave	1	6 yd
	202 Mass Ave	1	6 yd
	231 Mass Ave	1	10 yd
	252 Mass Ave		
Grove Associates	271 Mass Ave	1	10 yd
	333 Mass Ave	1	10 yd
Center Plaza	379 Mass Ave	1	10 yd
	404 Mass Ave		
	840 Mass Ave	2	6 yd
	898 Mass Ave	1	8 yd
Mill Brook Condominium	995 Mass Ave	1	6 yd
	17 Old Colony Lane	3	10 yd
Ryder Street Condos	9 Ryder Street	1	6 yd
Cutter Condominium	1 School Street	1	6 yd
Cusack Terrace	8 Summer Street	5	2 yd
	20 Tufts Street	1	6 yd
	1 Watermill Place	2	2 yd

Attachment 2B. Arlington Dumpster Locations- Municipal Buildings and Nonprofits

2022

PROPERTY	ADDRESS	#cans	SIZE
Town properties (Weekly Trash & Weekly Recycling unless otherwise noted)			
Town Yard	51 Grove Street	1	10 yd
	51 Grove Street	1	30 yd
Mt. Pleasant Cemetary	1 Medford Street	1	10 yd
Central School	14 Academy Street	1	6 yd
Community Safety	112 Mystic Street	3	2 yd
Recreation	424 Summer Street Skating Rink	2	10 yd
School Properties (Daily Trash & Weekly Recycling)			
Hardy School	52 Lake Street	1	10 yd
Thompson School	70 N. Union Street	1	10 yd
Bishop School	25 Columbia Road	1	10 yd
Peirce School	85 Park Ave	1	10 yd
Brackett School	66 Eastern Ave	1	10 yd
Ottoson Middle School	63 Acton Street	2	10 yd
Arlington High School	865 Mass. Ave	4	10 yd
Stratton School	180 Mountain Ave	1	10 yd
Dallin School	Florence Ave	1	10 yd
Gibbs School	Foster Street	0	carts
Clubs/Private Schools/Non Profits (Weekly Trash & Weekly Recycling)			
Boys & Girls Club	60 Pond Lane	1	10 yd
Fidelity House	25 Medford Street	1	10 yd
Arlington Catholic High School	14 Medford Street	0	carts
St. Agnes School	39 Medford Street / Compton Street	1	2 yd
American Legion	370 Mass. Ave	1	6 yd
Knights of Columbus	15 Winslow Street	1	6 yd
First Baptist Church	819 Massachusetts Avenue	1	10 yd

Attachment 2C. Arlington Approved Back Ins, 2022

<u>Street Name</u>	<u>Day of Pick up</u>	<u>Dead End</u>	<u>Notes</u>
Gould Street @ Devereaux	Monday		
Spring Valley Street	Monday	X	
Lakeview Street	Monday	X	
Peabody Road	Monday	X	
Hopkins Road	Monday	X	
Addision Street	Monday	X	
Lombard Terrace	Monday	X	
Swan Place	Monday	X	
Whittemore Street	Monday	X	
Avon Place	Monday	X	
Pond Lane (from Mass Ave)	Monday	X	
1/2 Linwood Street	Monday	X	
Marion Circle	Monday	X	
2 stops on Varnum Street	Monday		
Lafayette Street	Monday	X	Dirt Road
1/2 Fairmont Street	Monday	X	
1/2 Thorndike Street	Monday	X	
2 stops on Herbert Road	Monday		
Boulevard Road	Monday		
2 Stops on Raleigh Street	Monday		
4 stops on Waldo Road	Monday		
Lee Terrace	Monday	X	
1/2 swain Street	Monday		
Teel Street Place	Monday	X	
Cottage Avenue	Monday		
4 stops on Colonial Drive	Monday		
1/2 Spy Pond Parkway	Monday	X	
Garrison Road	Monday	X	
1/2 bay State Road	Monday	X	
1/4 Dorothy Road	Monday		
Mary Street	Monday	X	
Devereaux Street	Monday		
Gould Road	Monday		
Backing off Streets into Condos and Containers	Monday		
Kimball Road	Tuesday	X	
Stowecroft Road	Tuesday		
Baker Road	Tuesday	X	
1/2 of Sorenson Road	Tuesday	X	
1/2 of Columbia Road	Tuesday		
Lillian Lane	Tuesday		
1/2 Radcliffe Road	Tuesday		
Farrington Street	Tuesday		
Pamela Drive	Tuesday	X	
1/4 College	Tuesday	X	
Ivy Circle	Tuesday	X	

Attachment 2C. Arlington Approved Back Ins, 2022

Winthrop Road	Tuesday		
Central Street	Tuesday	X	
Hazel Terrace	Tuesday	X	
Vista Circle	Tuesday	X	
Park Street Place	Tuesday	X	
3 stops on Alton Street	Tuesday		
Norcross Circle	Tuesday	X	
Sunny Side Avenue	Tuesday	X	
Marrigan Street	Tuesday		Truck bottoms out
Hadley Court	Tuesday		
Harris Circle	Tuesday		
Gordon Road	Tuesday	X	
Court Street	Tuesday		Dirt Road
Sachem Avenue	Tuesday		
Parker Road	Tuesday	X	
Ryder Street	Wednesday		
1/2 Dodge Street	Wednesday		
Summer Hill Circle	Wednesday	X	
Melanie Lane	Wednesday		
Brattle Terrace	Wednesday	X	
Rockaway Lane	Wednesday		
Washington Street	Wednesday		
Brattle Place	Wednesday	X	
Summer Street Place	Wednesday	X	
Grove Street Place	Wednesday	X	
Ramsdale Court	Wednesday		
Willow Court	Wednesday		
Brattle Court	Wednesday		
Laurel Street	Wednesday		
Prentiss Road	Wednesday		
Grove Street	Wednesday		Low Bridge
Forest Street	Wednesday		Low Bridge
Brattle Street	Wednesday		Low Bridge
King Street	Wednesday		
Proprietors Way	Wednesday	X	
Patricia Terrace	Wednesday		
Skyline Drive	Wednesday	X	
Henry Street	Wednesday	X	
Elwen Road	Wednesday		
Thomas Street	Wednesday		too steep
1/2 Hancock Street	Wednesday		
Alpine Terrace	Wednesday	X	
Aerial Street	Wednesday		
Brand Street	Wednesday		
Finely Street	Wednesday		
Viking Court	Wednesday		
Brattle Lane	Wednesday		

Attachment 2C. Arlington Approved Back Ins, 2022

1/2 Iansdowe Road	Wednesday		
Rockland Avenue	Wednesday		
Jeffrey Road	Wednesday		
Governor Road	Wednesday		
Janet Road	Wednesday		
Knowles Farm Circle	Wednesday		
Twin Circle Drive	Wednesday	X	
Sleepy Hollow Lane	Wednesday	X	
Christine Road	Wednesday		
Winchester Road	Wednesday		
Lovell Road	Wednesday		
1/2 Ridge Street	Wednesday		
Apache Trail	Wednesday		
Old Middlesex	Wednesday		
1 Stop on Country Club	Wednesday		
Martin Street	Wednesday	X	
Farmers Circle	Wednesday	X	
Pine Avenue	Wednesday		
Hiawatha Road	Wednesday	X	
Tomahawk	Wednesday	X	
Seminole Avenue	Wednesday	X	
Lawrence Lane	Wednesday	X	
Wigwam Circle	Wednesday	X	
Gay Street	Wednesday	X	
1/2 Carl Road	Wednesday		
1/2 Brand Street	Wednesday		
Edmund Street	Wednesday		
Tower Road	Wednesday		
Glenbrook Lane	Wednesday		Condo
Dothan Street	Wednesday	X	
1/2 Wright Street	Wednesday		
Peg Spengler Way	Thursday	X	
Oak Knoll	Thursday	X	
Pelham Terrace	Thursday	X	
Jason Court	Thursday	X	
Jason Terrace	Thursday	X	
Windmere Lane	Thursday		
Windmere Park	Thursday	X	
1/2 Irving Street	Thursday		
1/2 Mountain Road	Thursday		
Walnut Court	Thursday		
Orchard Place	Thursday		
Revere Street	Thursday		
Lehigh Street	Thursday	X	
Benjamin Road	Thursday		
Fessenden Road	Thursday		
Pine Court	Thursday	X	

Attachment 2C. Arlington Approved Back Ins, 2022

Harvard Street	Thursday	X	
Acton Street	Thursday		By School
Florence Terrace	Thursday		
Gray Circle	Thursday		
1/4 Newport	Thursday		
1/4 Spring Avenue	Thursday		
Puritan Road	Thursday		
Perkins Street	Thursday		
Monadnock Road	Thursday	X	
Brunswick Road	Thursday		Construciton
Spring Street	Thursday	X	
Stoney Brook Road	Thursday	X	
Morton Road	Thursday	X	
Iroquois Road	Thursday	X	
Bonad Road	Thursday		
Burton Street	Thursday		
High Haith Road	Thursday		
Bellingham Street	Thursday		3 stops
Fisher Street	Thursday		
Hillcrest Street	Thursday		
Scituate Street	Thursday		Truck Bottoms Out
Spring Avenue	Thursday		
Drake Road	Friday		
Lancaster	Friday		
1/2 Locke Street	Friday		
1/2 Clark Street	Friday		
Elder Terrace	Friday	X	
West Court	Friday		
1/4 Westmoreland	Friday	X	
Nourse Street	Friday	X	
Lowell Street Place	Friday	X	
Madison Avenue	Friday		
1/4 Summit Street	Friday		
1/4 Alpine Street	Friday		
Harold Street	Friday		
Orient Avenue	Friday		
Claremont Court	Friday		
Corey Lane	Friday		
Pilgrim Road	Friday		
Avola Street	Friday	X	
Lorne Road	Friday		
1/2 Inverness Road	Friday	X	
1/2 Peck Avenue	Friday		
Spring Road	Friday		
1/2 Nicod Street	Friday	X	
1/2 Rublee Street	Friday	X	
Smith Street	Friday		

Attachment 2C. Arlington Approved Back Ins, 2022

Woodbury Street	Friday	X	
1/4 Sylvia Street	Friday	X	
Day Street	Friday		
Hillside Avenue	Friday		By Church
1/4 Charlton Street	Friday		
Short Street	Friday		
1/4 Golden Avenue	Friday		
1/2 Shelly Road	Friday	X	
1/2 kiplin Road	Friday		

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or 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.

James S. Motzkin
(Signature of individual submitting bid or proposal)

James S. Motzkin
(Name of individual submitting bid or proposal)

JRM Hauling & Recycling Services, Inc.
Name of Business

05/03/2022
Date

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

04-3269914
Social Security Number or
Federal Identification Number

James S. Motzkin Vice President
Signature of Individual or Responsible
Corporate Officer and Title

**NON-COLLUSION FORMS
MUST BE SIGNED AND
SUBMITTED WITH BID**

Amendment and Extension to Refuse and Recyclables Collection, Hauling and Disposal Contract between Town of Arlington and JRM Hauling and Recycling, Inc.

The parties to the current Contract, for good and valuable consideration, agree to modify, amend and extend their Contract as follows:

1. The term of the Contract shall be extended for five (3) years. Beginning July 1, 2022 and ending June 30, 2025.
- 2 The Contractor's pricing for this amendment and extension is attached hereto as attachment A.
3. Fuel adjustments due to changes in the cost of fuel will not be applicable to this Contract.
4. The scope of work to be provided by the Contractor shall remain unchanged.
5. In all other respects, the Contract between the parties (parts 1-4) and Amendments thereto, shall remain in force and effect.

In Witness Whereof, the parties to these presents sign and seal this ^{May} 3rd of 2022.

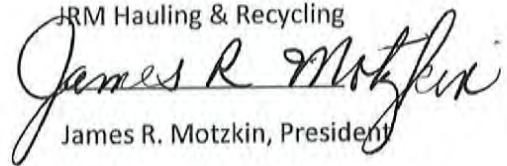
Town of Arlington



Adam Chapdelaine, Town Manager

Date: 5/06/2022

JRM Hauling & Recycling



James R. Motzkin, President

Date: 05/03/2022

ATTACHMENT A

<u>Year</u>	<u>Waste & Recycling Collection Cost</u>
July 1, 2022 – June 30, 2023	\$2,800,000.00
July 1, 2023 – June 30, 2024	\$2,884,000.00
July 1, 2024 – June 30, 2025	\$2,970,520.00

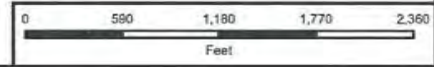
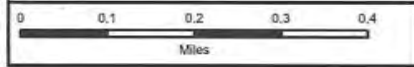
Town of Arlington
 Trash and Recycling
Monday



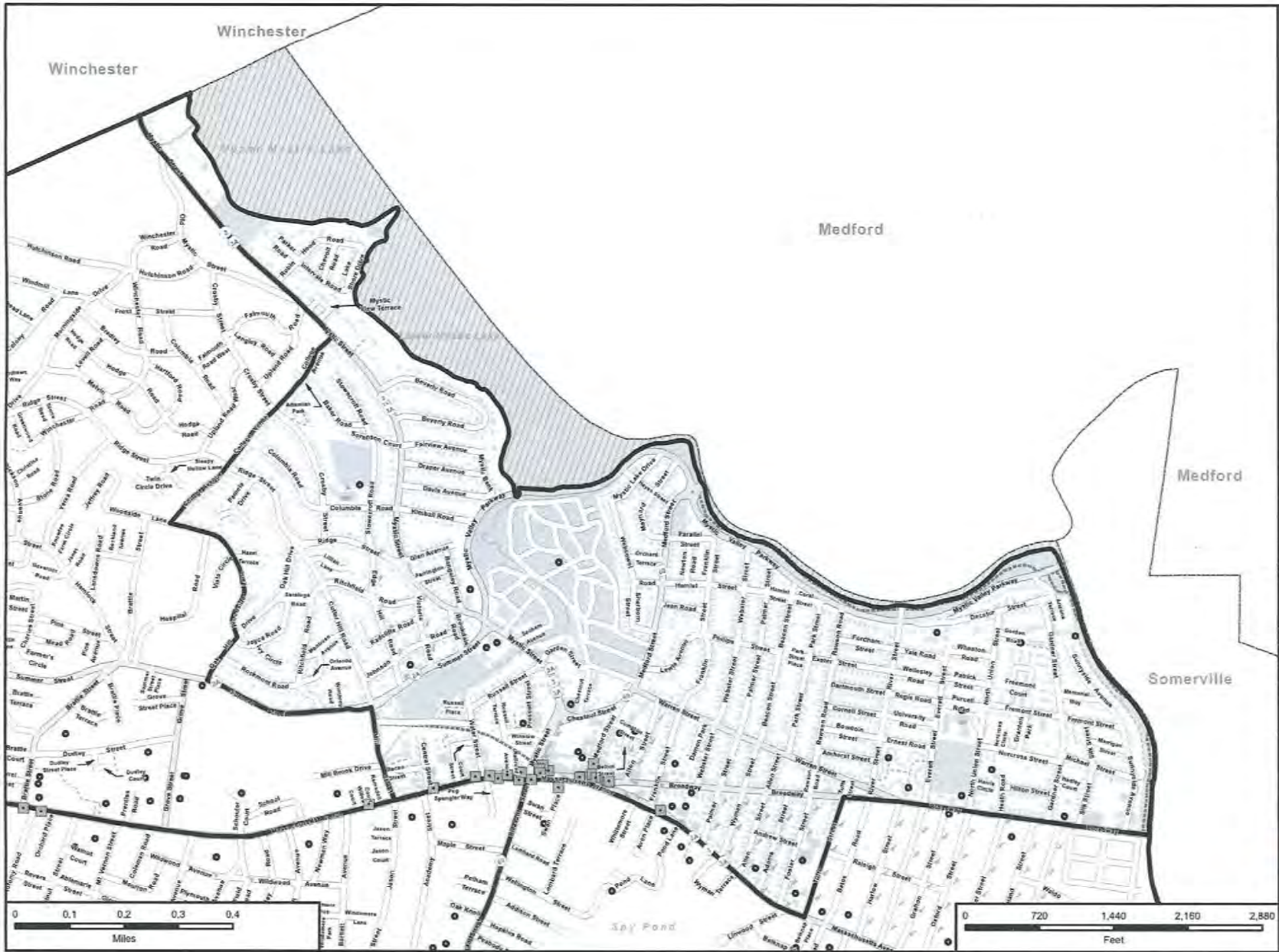
- Route Boundary
- Trash Bin
- Dumpster
- Major Road
- Public / Private Road
- Private Drive
- Building
- One-Way Street
- Trail / Bikeway
- Park / Open Space
- Water Body
- School



For more information about
 Trash and Recycling Routes,
 visit www.arlingtonma.gov/Recycle.
 Map created by the
 Arlington GIS Office: 6/19/2012.



Monday

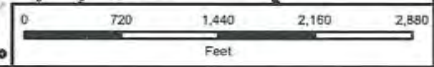
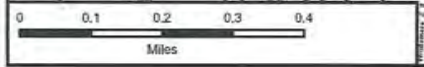


Town of Arlington
 Trash and Recycling
Tuesday

- Route Boundary
- Trash Bin
- Dumpster
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- Private Drive
- Building
- One-Way Street
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- School



For more information about
 Trash and Recycling Routes,
 visit www.arlingtonma.gov/Recycle.
 Map created by the
 Arlington GIS Office: 6/19/2012.



Tuesday



Town of Arlington
 Trash and Recycling
Wednesday

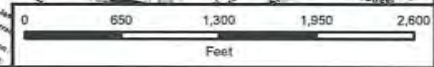
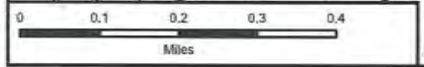
- Route Boundary
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- Water Body
- School



For more information about
 Trash and Recycling Routes,
 visit www.arlingtonma.gov/Recycle.
 Map created by the
 Arlington GIS Office: 6/19/2012.



Wednesda



Town of Arlington Trash and Recycling Thursday



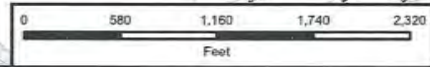
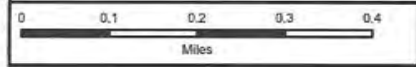
- Route Boundary
- Trash Bin
- Dumpster
- Major Road
- Public / Private Road
- Private Drive
- Building
- One-Way Street
- Trail / Bikeway
- Park / Open Space
- Water Body
- School















For more information about
Trash and Recycling Routes,
visit www.aarlingtonma.gov/Recycle.
Map created by the
Arlington GIS Office: 6/19/2012.



Thursday



Town of Arlington Trash and Recycling Friday

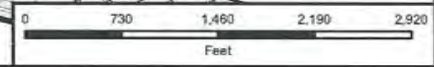
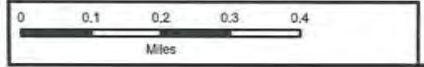
-  Route Boundary
-  Trash Bin
-  Dumpster
-  Major Road
-  Public / Private Road
-  Private Drive
-  Building
-  One-Way Street
-  Trail / Bikeway
-  Park / Open Space
-  Water Body
-  School



For more information about
Trash and Recycling Routes,
visit www.arlingtonma.gov/Recycle.
Map created by the
Arlington GIS Office: 6/19/2012.



Friday



Town of Arlington

2021-2022 Zero Waste Guide

Recycling and Trash Program Rules

Place trash on the curb no later than 7:00 AM on your trash pickup day and not before 6:00 PM the day before your collection day. Any item left on the curb past 9:00 PM on the day after pickup is subject to fines. No container or bundle for collection may exceed 50 lbs.

Recycling: Weekly participation is mandatory and enforced. Do not remove empty recycling bins before trash has been collected.

Weekly Trash Limit: Each household has a 100-gallon limit, or the equivalent of three 32-gallon trash barrels. While you may use trash bags at the curb, Arlington recommends placing all trash in a barrel.

Excess Trash: Trash over the weekly limit is the responsibility of the property owner to pay for its collection. JRM can provide a quote or dumpster rental. Dumpsters require a permit from the Building Department, 781-316-3392.

Weekly Unlimited Yard Waste Collection: Paper leaf bags and clearly marked barrels (use Town provided "Yard Trimmings" sticker) are the only acceptable containers for yard waste. Plastic bags of yard waste cannot be collected as trash or as yard waste. See more rules under the calendar on page 5 of this Guide.

Bulk Trash Items: One bulk item is accepted with curbside collection per household, per week, free of charge. Examples include mattresses/box springs (one set), wood bed frames, furniture, microwaves, toilets, sinks, and area rugs and carpet (one room, cut to 3' wide, rolled, and tied). Tires are not accepted as trash but can be recycled at local tire service stations for a fee, call ahead. Bulky rigid plastic items are recyclable at the monthly Arlington Reuse & Recycling Center (optional).

Metal items: Contact JRM before putting these on the curb (fee may apply): metal bed frames, large file cabinets, and exercise equipment. Grills and lawn mowers (fluids removed) can go out as bulky trash. Scrap metal and propane tanks can be recycled at drop off events.

State Laws Regulate and Define Household Waste:

Only acceptable household waste is collected by the Town contractor, JRM Hauling and Recycling, Inc. Acceptable household waste excludes any materials covered by the Massachusetts Department of Environmental Protection Waste Bans, such as inherently dangerous, toxic, or hazardous wastes regulated by State and Federal authorities. Waste ban items include televisions and CRTs, construction and demolition debris, auto parts, stumps (regardless of size), dirt, rocks, concrete, biological waste, ammunition, and explosives. [mass.gov/guides/massdep-waste-disposal-bans](https://www.mass.gov/guides/massdep-waste-disposal-bans)

Drop Off Options

TV/Computer Monitors (CRTs): Required to recycle. Make an appointment at the Reuse & Recycling Center to drop off TVs and computer monitors for proper disposal, \$20 per TV/monitor, \$5 per laptop. You must be able to lift/transfer the units out of your car yourself so we suggest you bring a helper. Curbside pickup is available through JRM Hauling for a fee: \$38 for TVs with screens 36" and under, \$50 for larger. Contact JRM to pay and schedule a pickup.

Electronic Waste (e-waste): Optional to recycle. Make an appointment for the Reuse & Recycling Center to drop off these items for free. Examples include cell phones and home phones, DVD players, small appliances, radio/stereo equipment, hard drives, cables, printers, ink and toner cartridges. No large appliances (see below). Fans, humidifiers and vacuum cleaners should be placed in the trash.

Mercury: Keep these items out of the trash: Batteries (lithium, rechargeable, lead acid, ni-cad), thermometers, and thermostats. Please make an appointment at the Reuse & Recycling Center for proper handling. Alkaline and button cell batteries go in the trash.

Fluorescent Light Bulbs: Never accepted as trash. Bring to Shattuck or Shattuck Heights hardware stores for proper disposal.

Household Hazardous Waste (HHW): Banned from household waste, HHW is collected eight times per year in Lexington. Registration is required and the dates are in this Guide on page 5. Details at [arlingtonma.gov/hhw](https://www.arlingtonma.gov/hhw).

Paint: Oil-based paints can only be disposed of at Household Hazardous Waste collections. Latex paint should be completely dried, then placed in regular trash.

Medications: Unwanted medications can be dropped off 24 hours a day, 7 days per week in the medication disposal drop box at the Community Safety Building, 112 Mystic Street. Never place these items down a drain.

Medical Sharps: Not accepted as trash. Collected (in red Sharps containers) at specific Reuse & Recycling Center events. See page 4 for dates. Call Board of Health with your questions: 781-316-3170.

Pickup Options

Appliances (white goods): Appliances must be collected at the curb, by appointment only, for recycling (\$20 per unit). Contact JRM to pay and schedule a pick-up. Examples include clothes washers, dryers, dishwashers, stoves, refrigerators, air conditioners, hot water heaters, and dehumidifiers. Microwaves are considered a bulk trash item, taken at the curb, no charge.

Large TVs: \$38 or \$50 depending on size, contact JRM to pay and schedule an appointment.

Excess Trash (over the limit): Please make arrangements with a private hauler and compare pricing. JRM Hauling can also offer you an estimate. Hardware stores sell single-use soft-sided dumpsters, and regular dumpsters can be rented from private haulers including JRM.

Curbside Program - How It Works

Three categories of materials are collected by three separate trucks: trash, recycling, and yard waste (seasonal). Keep all containers grouped together at the curb. The Town does not currently provide equipment.

Trash: While trash bags are accepted at the curb, residents are encouraged to use trash barrels with lids, per state public health regulations. Trash is limited to 100 gallons per week per household, and 32-35 gallon barrel size is advised.

Recycling: The Town does not distribute recycling bins. When choosing your own bin or barrel, blue containers are the best choice, but if you reuse an existing container it must be clearly marked with a DPW RECYCLING sticker. Please choose a recycling container that is large enough to accommodate your recycling and prevent it from blowing away. Unlimited amounts of recycling are accepted at the curb. Recycling must accompany trash at curb. To ensure trash is collected, do not remove empty recycling bins before trash has been collected.

Single Stream Preparation: Arlington recycling is single-stream, but residents may continue to keep paper and cardboard separated. All recyclables (cans, bottles, jars) must be rinsed free of all contaminants. Remove and discard all corks in trash. To recycle plastic bottle lids, remove some air from the container and then re-attach the lid. Do not place items in recycling that are smaller than a credit card because they cannot be sorted and recovered correctly.



Metal



Food and Beverage Cans
empty and rinse

Plastic



Bottles, Jars, Jugs and Tubs
empty and
replace cap

Glass



Bottles and Jars
empty and rinse

Paper & Cardboard



Mixed Paper, Newspaper, Magazines, Boxes
empty and flatten

NO!



Do Not Bag Recyclables
No Garbage



No Plastic Bags or Plastic Wrap
(return to retail)



No Food or Liquid
(empty all containers)



No Clothing or Linens
(use donation programs)



No Tanglers
(no hoses, wires, chains or electronics)

Learn more with the **Recyclopedia** search tool at arlingtonma.gov/recycle

What's New in 21 & 22

Changes Coming to 51 Grove Street

We appreciate everyone's patience as we adjusted our operations during the pandemic. While the DPW administrative offices have now re-opened at 51 Grove Street, all reuse and recycling activities have moved to 33 Ryder Street. The Public Works building is being renovated to accommodate the IT and Facilities Departments which were previously located in the high school, and a new DPW building will be constructed in the Grove Street parking lot.

Information Available 24/7 at arlingtonma.gov/recycle

The arlingtonma.gov website provides answers to many questions, including "Can I recycle this?" Check out the Recyclopedia search tool that has answers to all your curbside recycling questions.



The screenshot shows the Recyclopedia search interface. At the top, it says "Recyclopedia" with options for "English", "Need help?", and "Share". Below this is a search prompt: "Type the name of a waste item and we'll tell you how to recycle or dispose of it." There is a search input field with a magnifying glass icon and a blue "Search" button. At the bottom, there are links for "Privacy", "Terms of Service", and "Cookie Policy".

Reuse & Recycling Center: new name, new location, expanded mission

The Reuse & Recycling Center is located at 33 Ryder Street and is accessible by appointment. There are both weekday and monthly weekend appointments available: arlingtonma.gov/recycle or call our team at 781-316-3108 if you prefer.

Curbside Changes That May Still Feel New

What's in YOUR curbside recycling that doesn't belong there? The most common items that should go in trash, but somehow end up in recycling anyway, include plastic bags/plastic wrap (the #1 contaminant across the state!), shredded paper, cartons (milk, broth, soup), foam meat/veggie/takeout trays, and black plastic take-out containers. What CAN be recycled now are pizza boxes, just please make sure there's no food inside (grease is ok).

Food Scrap Diversion, Popularity on the Upswing

Arlington has over 2,000 households already diverting food scraps from the waste stream. That's amazing! And that doesn't even include all the backyard composting going on out there. Congratulations and thanks for helping to divert the wettest 30% of our trash. Food scraps collected curbside (by private subscription) or dropped off (our free Feed FIDO program) are either composted into soil amendment or anaerobically digested into gas/fuel. Check out our Food Scrap Diversion Programs page at arlingtonma.gov/recycle



See more about our **Food Scrap Diversion** programs at arlingtonma.gov/recycle

Reuse & Recycling Center

Drop Off Harder-to-Recycle Materials

Appointment required: arlingtonma.gov/recycle or 781-316-3108
Located at 33 Ryder Street, for Arlington residents only

Weekday and Monthly Weekend Dates:

- Electronic Waste**, fees for TVs and monitors (\$20) and laptops (\$5), everything else is free.
- Batteries**, rechargeable, lithium, ni-cad, lead acid (Alkaline and button cell go in the trash).
- Scrap Metal**, such as hangers, pots and pans, shelving, and file cabinets.
- Books & Media**, encyclopedias and old text books go in the trash. "Media" means movie and game CDs and DVDs.
- Clothes, Shoes, & Textiles**, such as sheets and towels, must be dry, please place in a bag.
- Fire Extinguishers**, \$5 each if full, free if discharged and disassembled.
- Propane Tanks**, up to 20 lbs.
- Ink and Toner Cartridges**, can also be dropped off at office supply stores

Monthly Weekend Dates Only:

- Foam**, only clean, white, rigid packing foam that snaps when you bend it, such as a cooler.
- Bulky Rigid Plastic**, such as trash barrels, storage bins, crates and plastic outdoor furniture. Size 5-gallon or larger.
- Plastic Bags and Bubble Wrap**, clean and dry. Also drop off at local grocery stores for recycling.



Hoses are trash



Latex paint must be dried completely then placed in trash



Return CFLs to hardware stores for safe disposal, others go in the trash



PVC pipe and vinyl siding, in small amounts, are trash



Soft foam is trash

Medical Sharps



9 AM- 12 PM
33 Ryder Street



- * Aug. 7, 2021
- * Nov. 6, 2021
- * Feb. 5, 2022
- * May 7, 2022

Place in a sharps disposal container. Make an appt. at arlingtonma.gov/recycle

Paper Shredding



9 AM- 12 PM
Locations TBD & listed on website

- July 31, 2021
- Nov. 6, 2021
- April 30, 2022
- June 4, 2022

Cash donations collected for local food security nonprofits. Businesses pay \$5 / box. No appt. needed.

Volunteer!



Get involved!
Call 781-316-3108

ZERO WASTE
ARLINGTON

Check out the Zero Waste Arlington Committee. Meet others who share your interests in a zero-waste lifestyle, let the Town know what you'd like to help make happen to reduce waste in our community, and get involved in this essential environmental, public health and local governance issue.

Collection Calendar



2021																																
JULY		AUGUST		SEPTEMBER		OCTOBER																										
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT					
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25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30					
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2021				2022																							
NOVEMBER		DECEMBER		JANUARY		FEBRUARY																					
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
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2022																											
MARCH		APRIL		MAY		JUNE																					
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
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27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Weekly Unlimited Yard Waste Collection continues through Dec. 6-10, 2021, on your trash day, with a one day drop off at 33 Ryder St. on Sat. Dec. 18, 9 AM -12 PM. Curbside collection resumes the week of April 11, 2022. Yard waste must be in paper bags or barrels labeled with Town's "Yard Trimmings" bumper sticker-- no plastic bags. Tree branches must be 3 feet or shorter and under 1 inch thick. Branches may be bundled with compostable twine and must weigh less than 50 lbs. No stumps, rocks, soil, or root balls of any size will be collected.

Christmas Tree Collection the week of Jan. 3-7, 2022, on your trash day. No plastic bags, no yard waste. One day tree drop off at 33 Ryder St., Sat., Jan. 15, 9 AM -12 PM.

No Collection (holiday): Trash delayed one day the rest of the week. Friday collections are on Saturday.

Household Hazardous Waste: In Lexington, registration required, register at arlingtonma.gov/recycle

Arlington Reuse & Recycling Center: Appointment required. Collecting harder-to-recycle materials. Details and register at arlingtonma.gov/recycle

Arlington Public Works Administration
 51 Grove Street, 2nd Floor
 Hours: Monday - Friday, 8:00 AM- 4:00 PM

Reuse & Recycling Center
 33 Ryder Street
 by appointment: arlingtonma.gov/recycle

781-316-3108 for questions or information

Contact JRM Customer Service for

- Missed collections
- Schedule and pay for appliance collection
- Paid excess trash pick-up estimates

customerservice@jrmhauling.com
 800-323-4285

Receive holiday and recycling event reminders:
arlingtonma.gov/subscribe



Town of Arlington
 Department of Public Works
 51 Grove Street
 Arlington, MA 02476



**Zero Waste Guide
 NEW for
 2021-2022**

Visit www.arlingtonma.gov/recycle to learn more about:

DIVERT FOOD SCRAPS
Repurpose food scraps



- Compost at home, \$25 bins sold at DPW
- With a curbside collection service
- Dropoff: Feed FiDO

TEXTILE RECYCLING
95% of textiles can be reused or recycled



Donate your clothes, shoes, sheets, and towels in drop off locations throughout town.

HAZARDOUS WASTE DISPOSAL
Help keep our environment safe



Dispose of hazardous materials at the eight collection events throughout the year.

BORROW HOUSEHOLD ITEMS
 Check out tools, small kitchen appliances, board games, framed artwork and more from **Robbins Library** in their **LIBRARY OF THINGS** robbinslibrary.org



Icons made by Freepik from www.flaticon.com