

Bidder Registration Form

It is the Bidder's responsibility to make certain they have received any/all addenda relating to their bid prior to the bid opening date. If you are downloading this bid from the City of Beverly's website we strongly encourage you to notify the City of Beverly Purchasing Department at dgelineau@beverlyma.gov and provide us with the following information. In the event any addendum is issued it will be sent to all bidders who have provided the City with this information.

If you are downloading this bid from the City of Salem's website and have registered as a pre-requisite to downloading the document you do not need to return this bidder registration form. Bidders are reminded if you fail to notify either Beverly or Salem (no need to notify both) that you have this document we will have no way to know you have it and therefore you will not receive any addenda.

Request for Invitation for Bid Number: Beverly- 12-051, Salem 0-26

Contact Name:

Company Name:

Address:

City/Town:

State:

Zip Code:

Phone:

Fax:

Cell:

Email:



**Cities of Salem and Beverly
Invitation for Bids**

**Salem 0-26/Beverly 12-051
for
Solid Waste and Recyclable Material Collection and Transportation**

PROCUREMENT EXPLANATION

The Cities of Beverly and Salem are collaborating in order to jointly issue this Invitation for Bids for municipal solid waste and recycling collection and transportation and for the City of Beverly operation of compost facility and recycling processing, for a term of five (5) years.

Each City reserves the right to award its own contract or to jointly award a contract to a single vendor, if the Cities determine that doing so will be in the best interest of both jurisdictions.

I. EXEMPTION FROM MASSACHUSETTS GENERAL LAW, CHAPTER 30B:

Pursuant to M.G.L. c.30B, §1(b)(30), “a contract for the collection, transportation, receipt, processing, or disposal of solid waste, recyclable or compostable materials” is exempt from the requirements of M.G.L. c.30B, the Uniform Procurement Act. Therefore, this procurement will not be conducted pursuant to the requirements of M.G.L. c.30B. The Cities reserve the right to negotiate contract prices with any bidder.

II. SUBMISSIONS

- A. Bidders must submit two (2) originals and fourteen copies of the bid.
- B. A single Non-Collusion and Tax Compliance Certificate will be required.
- C. All bid submittals must include bid security in the form a separate bid bond, certified check or treasurer’s check, issued by a responsible bank or trust company in the amount of \$20,000 for each City.
- D. The Prevailing Wage rates attached to this Invitation for Bid are unique to each City. Bidders must refer to the correct wage rates when preparing the bids.

III. INFORMATION PRESENTED

A contractor who desires to submit a bid for the tasks specified in this Invitation for Bids shall thoroughly review and be familiar with the Specifications, Informational material/Special Conditions, and Contract (all included as part of this Invitation for Bids) before submitting a proposal. While the Cities of Beverly and Salem have made every effort to ensure that the information presented in this Invitation for Bids is accurate, contractors are cautioned that they rely on this information at their own risk and they are urged to verify all information, which they believe is crucial to their bid.



**City of Salem 0-26
City of Beverly 12-051
Invitation for Bids
for
Solid Waste and Recyclable Material Collection and Transportation
City of Beverly Recyclables Processing
City of Beverly Operation of the Municipally Owned compost Facility**

COVER PAGE

BIDDER'S CONTACT INFORMATION

Bidder: _____

Contact Person: _____

Business Address: _____

Phone: () - Fax: () -

Email: @

Authorized Signature: _____

Printed: _____

BIDDER'S CHECKLIST

- Completed Cover Sheet
- Completed Bid Pricing Form
- Bid Security Instrument
- Signed Certificate of Non-collusion
- Signed Certificate of Tax Payment
- Prevailing Wage Certification
- Certificate as to Corporate Bidder
- Reference Forms for Both Salem and Beverly (different forms)
- Acknowledgment of Addenda: _____

SALEM ALTERNATIVE BID PRICE PAGE D

Page 1 of 2 to this Bid Price Page

The City of Salem is requesting additional pricing for the following services if you are awarded a contract under Price Page B (City of Salem Only):

The City of Salem shall reserve the right to award or not award any alternative, in any given order.

Alternative 1.

Cost to provide a second weekly solid waste pickup in the City of Salem's "Point Neighborhood" as defined in Appendix A: Solid Waste and Recycling Data-Point Neighborhood Streets:

July 1, 2013 to June 30, 2014	\$ _____ (figures)	_____ (written)
July 1, 2014 to June 30, 2015	\$ _____ (figures)	_____ (written)
July 1, 2015 to June 30, 2016	\$ _____ (figures)	_____ (written)
July 1, 2016 to June 30, 2017	\$ _____ (figures)	_____ (written)
July 1, 2017 to June 30, 2018	\$ _____ (figures)	_____ (written)

Alternative 2.

Cost to provide one (1) additional week of yard waste pickup:

July 1, 2013 to June 30, 2014	\$ _____ (figures)	_____ (written)
July 1, 2014 to June 30, 2015	\$ _____ (figures)	_____ (written)
July 1, 2015 to June 30, 2016	\$ _____ (figures)	_____ (written)
July 1, 2016 to June 30, 2017	\$ _____ (figures)	_____ (written)
July 1, 2017 to June 30, 2018	\$ _____ (figures)	_____ (written)

SALEM ALTERNATIVE BID PRICE PAGE D
Page 2 of 2 to this Bid Price Page

The City of Salem is requesting additional pricing for the following services if you are awarded a contract under Price Page B (City of Salem Only):
The City of Salem shall reserve the right to award or not award any alternative, in any given order.

Alternative 3.

A. Cost to provide pickup for Park Barrels, in Appendix B: Tables, Table 5-Parks, as part of Contractor's regular route:

July 1, 2013 to June 30, 2014	\$ _____ (figures)	_____ (written)
July 1, 2014 to June 30, 2015	\$ _____ (figures)	_____ (written)
July 1, 2015 to June 30, 2016	\$ _____ (figures)	_____ (written)
July 1, 2016 to June 30, 2017	\$ _____ (figures)	_____ (written)
July 1, 2017 to June 30, 2018	\$ _____ (figures)	_____ (written)

B. Cost to provide pickup for Park Barrels, Appendix B: Tables, Table 5-Parks, as a designated route, designated driver and designated truck:

July 1, 2013 to June 30, 2014	\$ _____ (figures)	_____ (written)
July 1, 2014 to June 30, 2015	\$ _____ (figures)	_____ (written)
July 1, 2015 to June 30, 2016	\$ _____ (figures)	_____ (written)
July 1, 2016 to June 30, 2017	\$ _____ (figures)	_____ (written)
July 1, 2017 to June 30, 2018	\$ _____ (figures)	_____ (written)

SALEM ALTERNATIVE BID PRICE PAGE E

Page 1 of 2 to this Bid Price Page

The City of Salem is requesting additional pricing for the following services if you are awarded contracts under Price Page C (Cities of Beverly and Salem):
The City of Salem shall reserve the right to award or not award any alternative, in any given order.

Alternative 1.

Cost to provide a second weekly solid waste pickup in the City of Salem’s “Point Neighborhood” as defined in Appendix A: Solid Waste and Recycling Data-Point Neighborhood Streets:

July 1, 2013 to June 30, 2014	\$ _____ (figures)	_____ (written)
July 1, 2014 to June 30, 2015	\$ _____ (figures)	_____ (written)
July 1, 2015 to June 30, 2016	\$ _____ (figures)	_____ (written)
July 1, 2016 to June 30, 2017	\$ _____ (figures)	_____ (written)
July 1, 2017 to June 30, 2018	\$ _____ (figures)	_____ (written)

Alternative 2.

Cost to provide one (1) additional week of yard waste pickup:

July 1, 2013 to June 30, 2014	\$ _____ (figures)	_____ (written)
July 1, 2014 to June 30, 2015	\$ _____ (figures)	_____ (written)
July 1, 2015 to June 30, 2016	\$ _____ (figures)	_____ (written)
July 1, 2016 to June 30, 2017	\$ _____ (figures)	_____ (written)
July 1, 2017 to June 30, 2018	\$ _____ (figures)	_____ (written)

SALEM BID PRICE PAGE E
Page 2 of 2 to this Bid Price Page

The City of Salem is requesting additional pricing for the following services if you are awarded a contract under Price Page C (Cities of Beverly and Salem):

The City of Salem shall reserve the right to award or not award any alternative, in any given order.

Alternative 3.

C. Cost to provide pickup for Park Barrels, in Appendix B: Tables, Table 5-Parks, as part of Contractor's regular route:

July 1, 2013 to June 30, 2014	\$ _____ (figures)	_____ (written)
July 1, 2014 to June 30, 2015	\$ _____ (figures)	_____ (written)
July 1, 2015 to June 30, 2016	\$ _____ (figures)	_____ (written)
July 1, 2016 to June 30, 2017	\$ _____ (figures)	_____ (written)
July 1, 2017 to June 30, 2018	\$ _____ (figures)	_____ (written)

D. Cost to provide pickup for Park Barrels, Appendix B: Tables, Table 5-Parks, as a designated route, designated driver and designated truck:

July 1, 2013 to June 30, 2014	\$ _____ (figures)	_____ (written)
July 1, 2014 to June 30, 2015	\$ _____ (figures)	_____ (written)
July 1, 2015 to June 30, 2016	\$ _____ (figures)	_____ (written)
July 1, 2016 to June 30, 2017	\$ _____ (figures)	_____ (written)
July 1, 2017 to June 30, 2018	\$ _____ (figures)	_____ (written)



**City of Salem 0-26
City of Beverly 12-051
Invitation for Bids**

for

**Solid Waste and Recyclable Material Collection and Transportation
City of Beverly Recyclables Processing
City of Beverly Operation of the Municipally Owned compost Facility**

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid 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.

(Name of person signing bid)

(Name of business)

~~~~~

**CERTIFICATE OF TAX PAYMENT**

\_\_\_\_\_

Pursuant to Massachusetts General Law Ch. 62C, Sec. 49A, I certify under the penalty of perjury that I, to the best of my knowledge and belief, have filed all federal, state, and local tax returns and paid all federal, state, and local taxes required under law.

\_\_\_\_\_  
(Name of person signing bid)

\_\_\_\_\_  
(Name of business)

\_\_\_\_\_  
Social Security Number or Federal  
Identification Number



**City of Salem 0-26  
City of Beverly 12-051  
Invitation for Bids  
for  
Solid Waste and Recyclable Material Collection and Transportation  
City of Beverly Recyclables Processing  
City of Beverly Operation of the Municipally Owned compost Facility**

**BIDDERS CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES**

The undersigned bidder or quoter hereby certifies, under the pains and penalties of perjury, that the foregoing bid or quote is based upon the payment to laborers employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder or quoter agrees to indemnify the awarding authority for, from and against any loss, expenses, damages, action or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid or quote to be based upon the payment of the said applicable prevailing wage rates, or (2) the failure of the bidder or quoter, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wages.

Dated: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**City of Salem 0-26  
City of Beverly 12-051  
Invitation for Bids  
for  
Solid Waste and Recyclable Material Collection and Transportation  
City of Beverly Recyclables Processing  
City of Beverly Operation of the Municipally Owned compost Facility**

**CERTIFICATE AS TO CORPORATE BIDDER**

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the corporation named as Bidder in the Bid included herein, that \_\_\_\_\_, who signed said Bid on behalf of the Bidder was then \_\_\_\_\_ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
(Secretary-Clerk)

Dated: \_\_\_\_\_



# **CITIES OF BEVERLY AND SALEM**

## **INVITATION FOR BIDS**

**THESE SPECIFICATIONS ARE SPECIFICALLY FOR THE CITY OF BEVERLY ONLY**

**12-051 CITY OF BEVERLY SOLID WASTE AND RECYCLABLE  
MATERIALS COLLECTION AND TRANSPORTATION, CITY OF  
BEVERLY RECYCLABLES PROCESSING AND CITY OF  
BEVERLY OPERATION OF THE COMPOST FACILITY**

**BIDS DUE:**

**THURSDAY, JANUARY 24, 2013 @ 11:00 A.M.**

**at the Office of the Purchasing Agent, Salem City Hall Annex, 3rd Floor, 120  
Washington Street, Salem, MA 01970**

**THIS PROCUREMENT IS EXEMPT FROM AND IS NOT BEING  
CONDUCTED AS A CHAPTER 30B PROCUREMENT**

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EXHIBIT A - DESCRIPTION OF SERVICE AREA

EXHIBIT B - LIST OF SERVICE RECIPIENTS

EXHIBIT C - PREVAILING WAGE RATES

EXHIBIT D - REVENUE SHARING OF PAPER

EXHIBIT E - SAMPLE CONTRACT

EXHIBIT F - INSURANCE REQUIREMENTS

EXHIBIT G - FREQUENTLY ASKED QUESTIONS

## EXEMPTION FROM CHAPTER 30B

Per Massachusetts General Laws, Chapter 30B, §1(b)(30), a contract for the collection, transportation, receipt, processing or disposal of solid waste, recyclable or compostable materials, is exempt from the public bid laws of the Commonwealth of Massachusetts. As such, the City, at its sole discretion, will select the firm that they believe, in their own opinion, offers the best all-around package for Municipal Solid Waste Collection Services that the City is seeking to obtain. Because this service is exempt from the bidding laws, the City is free to negotiate with whatever firms they so choose, in whatever manner they believe is best suited to the City's needs.

All firms responding to this "bid" must clearly understand that this **IS NOT** a formal bid pursuant to the legalities of MG.L.Chapter 30B. The City of Beverly is utilizing this format in order for all interested firms to provide a bid based on equal footing so that a more direct comparison can be made between all bids.

The City of Beverly reserves the right to reject any or all bids, or to waive any minor informalities or defects in any bid should it be deemed in the best interest of the City of Beverly. Any bid submitted shall be binding for sixty days (60) beyond the date of the bid opening.

**The City's decision or judgment on these matters shall be final, conclusive and binding.**

***Questions concerning this Invitation for Bid must be submitted in writing to either: David Gelineau, Purchasing Agent, Beverly City Hall, 191 Cabot Street, Beverly, MA 01915, [dgelineau@beverlyma.gov](mailto:dgelineau@beverlyma.gov) or Whitney Haskell Purchasing Agent, Salem City Hall Annex, 3rd Floor, 120 Washington Street, Salem, MA 01970, [whaskell@salem.com](mailto:whaskell@salem.com) before 4:00 p.m. seven (7) calendar days prior to the bid opening. Written responses will be mailed emailed or faxed to all bidders on record as a registered bidder for this Invitation for Bid***

# INTRODUCTION

The City of Beverly Massachusetts is a suburban community with a population of approximately 40,515 people. Approximately 13,170, Households, 306 Small Commercial Businesses, 9 Municipal Buildings, 9 Schools, and 8 Beverly Housing Authority Complexes receive Municipal Solid Waste Collection Services

In Calendar year 2009 the City collected approximately 13,069 tons of solid waste, approximately 2,667.2 tons of mixed paper, approximately 1,175 tons of commingled materials and approximately 3,000 tons of yard waste, for a total of approximately 19,911.2 tons. In addition the City collected in 2009 333 CRT'S, 423 White Goods. In Calendar year 2010 the City collected approximately 13,056.2 tons of solid waste, approximately 2,523 tons of mixed paper, approximately 1,242.38 tons of commingled materials and approximately 3,000 tons of yard waste for a total of approximately 19,821.58 tons. In addition the City collected in 2010 181 CRT'S, 423 White Goods. In Calendar year 2011 the City collected approximately 12,761.17 tons of solid waste, approximately 2,353.97 tons of mixed paper, approximately 1,216.6 tons of commingled materials and approximately 3,000 tons of yard waste for a total of approximately 19,331.74 tons. In addition the City collected in 2011 127 CRT'S, 258 White Goods. There are approximately 140 miles of public streets in the City of Beverly, which occupies an area of roughly 15.5 square miles. Beverly currently contracts for curbside trash collection and transportation, recycling and yard waste collection services for single- and multi-family residential (6 and under) residential customers (including specified condominium complexes), specified businesses and for the City's schools and municipal buildings.

The City of Beverly owns a compost facility, which is located off of Standley Street in Beverly. The facility consists of approximately 6 acres. The Contractor who is awarded the Contract for Municipal Waste Services in Beverly will also be awarded the contract to operate the City owned compost facility.

Cleanliness is a significant priority to the City, including full collection of all acceptable materials set-out for collection; proper handling of containers and bins, including placement back at the curb and off the traveled way; and immediate cleanup after any occurrence of a spill.

Effective March 1, 2007 the City of Beverly no longer allows cardboard to be disposed of in the trash. All Cardboard must be broken down, to no larger than three feet by three feet pieces and set out with recyclables.

The City of Beverly is soliciting bids for one (1) service contract, including Curbside Trash Collection and Transport Services and Curbside Recyclables Collection Services.

The City is soliciting a new contract that will cover a period of five (5) fiscal years. The contract will begin on July 1, 2013 and expire on June 30, 2018. The contract is subject to appropriation.

This procurement is exempt from and is not being conducted as Chapter 30B procurement. The City of Beverly reserves the right to reject any and all bids or to waive any informality in the Bid process, if deemed in the City's best interest.

In order to provide the residents of the City of Beverly these services at optimum costs the following have been made part of this Bid Document:

**Curbside Trash Collection and Transport Services, Curbside Recyclables Collection Services.** --Weekly Curbside Trash Collection and Transport Services, including residential, school, municipal, specified businesses and specified condominium complexes container collection. Monthly sticker items. Twelve (12) weekly curbside collections of acceptable compostable refuse annually. Weekly Curbside Recyclables Collection Services, including residential, school, municipal, specified businesses and specified condominium container collection.

**Should the City of Beverly award a contract under this Invitation for Bid it shall make one award for Solid Waste and Recyclable Materials Collection and Transportation, Recyclables Processing and Operation of the City Owned Compost Facility.**

## SECTION I: FORMS

**REQUIRED:** The following must be submitted on the forms provided in this Section:

Certificate of Non-Collusion  
Certificate of Tax Payment

Bid Pricing Sheets

Qualification and Reference Statements:  
Curbside Trash Collection and Transport Services  
Curbside Recycling Collection Services

Equipment to be used to fulfill the Contract:  
Curbside Trash Collection and Transport Services  
Curbside Recycling Collection Services  
Operation of the Compost Facility

Bidder's Certificate of Insurance is requested to be included with this bid.

**CITY OF BEVERLY**  
**CURBSIDE TRASH COLLECTION AND TRANSPORT SERVICES,**  
**CURBSIDE RECYCLABLES COLLECTION AND PROCESSING**

QUALIFICATION AND REFERENCE STATEMENT FOR THE CITY OF BEVERLY  
(Fill Out Completely)

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the bid document for the City of Beverly:

1. Have been in business under present business name and organization structure for \_\_\_\_\_ years.
2. Ever been terminated or otherwise failed to complete any work awarded? \_\_\_\_\_. If "yes", fully describe all circumstances on separate sheet. Include names of customer(s) and contact person(s).
3. List below the required information for THREE recent municipal contracts on which you served as contractor for work similar to that required by this contract for the city of Beverly.

**A.** Job: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Date Awarded and completed (if applicable) \_\_\_\_\_  
City/Town: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Telephone Number: \_\_\_\_\_

**B.** Job: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Date Completed: \_\_\_\_\_  
City/Town: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Telephone Number: \_\_\_\_\_

**C.** Job: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

City/Town: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

DATE: \_\_\_\_\_

LEGAL NAME OF BUSINESS \_\_\_\_\_

DOING BUSINESS AS: \_\_\_\_\_

BY (signature): \_\_\_\_\_

NAME (printed): \_\_\_\_\_

TITLE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY, STATE AND ZIP: \_\_\_\_\_

TELEPHONE (AREA CODE): \_\_\_\_\_

**CURBSIDE TRASH COLLECTION and TRANSPORT SERVICES**  
**EQUIPMENT TO BE USED TO FULFILL THE CONTRACT**  
**CITY OF BEVERLY**

|    | <u>Vehicle<br/>Number</u> | <u>Make</u> | <u>Capacity</u> | <u>Year</u> | Garage<br>Location | S = Scheduled<br>B = Backup |
|----|---------------------------|-------------|-----------------|-------------|--------------------|-----------------------------|
| A. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| B. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| C. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| D. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| E. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| F. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| G. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| H. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| I. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| J. | _____                     | _____       | _____           | _____       | _____              | _____                       |

*IF NEW EQUIPMENT IS TO BE PURCHASED PLEASE INDICATE UNDER VEHICLE  
NUMBER AND COMPLETE THIS FORM WITH THE EQUIPMENT YOU PLAN TO PURCHASE  
AND USE TO FULFILL THIS CONTRACT*

**CURBSIDE RECYCLABLES COLLECTION, TRANSPORTATION and  
PROCESSING EQUIPMENT TO BE USED TO FULFILL THE CONTRACT**  
CITY OF BEVERLY

|    | <u>Vehicle<br/>Number</u> | <u>Make</u> | <u>Capacity</u> | <u>Year</u> | Garage<br>Location | S = Scheduled<br>B = Backup |
|----|---------------------------|-------------|-----------------|-------------|--------------------|-----------------------------|
| A. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| B. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| C. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| D. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| E. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| F. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| G. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| H. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| I. | _____                     | _____       | _____           | _____       | _____              | _____                       |
| J. | _____                     | _____       | _____           | _____       | _____              | _____                       |

*IF NEW EQUIPMENT IS TO BE PURCHASED PLEASE INDICATE UNDER VEHICLE  
NUMBER AND COMPLETE THIS FORM WITH THE EQUIPMENT YOU PLAN TO PURCHASE  
AND USE TO FULFILL THIS CONTRACT*

**OPERATION OF THE MUNICIPALY OWNED COMPOST FACILITY**  
**EQUIPMENT TO BE USED TO FULFILL THE CONTRACT**  
**CITY OF BEVERLY**

|    | <u>Vehicle<br/>Number</u> | <u>Make</u> | <u>Capacity</u> | <u>Year</u> | <u>Garage<br/>Location</u> | <u>S = Scheduled<br/>B = Backup</u> |
|----|---------------------------|-------------|-----------------|-------------|----------------------------|-------------------------------------|
| A. | _____                     | _____       | _____           | _____       | _____                      | _____                               |
| B. | _____                     | _____       | _____           | _____       | _____                      | _____                               |
| C. | _____                     | _____       | _____           | _____       | _____                      | _____                               |
| D. | _____                     | _____       | _____           | _____       | _____                      | _____                               |
| E. | _____                     | _____       | _____           | _____       | _____                      | _____                               |
| F. | _____                     | _____       | _____           | _____       | _____                      | _____                               |
| G. | _____                     | _____       | _____           | _____       | _____                      | _____                               |
| H. | _____                     | _____       | _____           | _____       | _____                      | _____                               |
| I. | _____                     | _____       | _____           | _____       | _____                      | _____                               |
| J. | _____                     | _____       | _____           | _____       | _____                      | _____                               |

*IF NEW EQUIPMENT IS TO BE PURCHASED PLEASE INDICATE UNDER VEHICLE  
NUMBER AND COMPLETE THIS FORM WITH THE EQUIPMENT YOU PLAN TO PURCHASE  
AND USE TO FULFILL THIS CONTRACT*

## SECTION II: DEFINITIONS

### **Contaminant**

Any material other than Designated Recyclables that is left in the Recycling Container, including any material that is mixed with Designated Recyclables but specified as not acceptable for recycling in the program educational/promotional material.

### **Contractor**

Whenever the word "Contractor" is used in this agreement, it shall be understood to include the Contractor and his, theirs, or its heirs, executors, administrators, successors, and assigns. Contractor 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.

### **City**

Whenever the word "City" is used in this agreement, it is to be understood to mean the City of Beverly, MA, the Mayor, or his properly authorized agents.

### **Designated Recyclables**

**Mixed Paper stream:** newspaper, including news and inserts (newspaper should not be tied or placed in plastic bags); magazines; catalogues and telephone books; draft paper; white paper; computer printout paper; box board (clean frozen vegetables containers, cereal boxes, pasta boxes, etc.); paper bags; junk mail; manila folders and envelopes; and, corrugated cardboard that is 3' x 3' or smaller.

**Commingled stream:** aluminum food and beverage containers (including pet food containers); aluminum foil and pie plates; coated steel food and beverage containers (lids and labels may be included); clear, green and brown glass; food and beverage containers (labels, caps and rings may be included; ceramics, plates, mirrors and drinking glasses are not included); and, plastic containers (#1 through #7), labels and caps may be included.

### **Holiday**

Refers to the following days: New Year's Day, Martin Luther King's Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

### **Missed Collection**

A properly prepared set out, on a regularly scheduled collection day for that Service Area, that is set out before the collection vehicle services that area (during designated hours of operation) that is not picked up by the Collection Contractor

### **Municipal**

Means of, or controlled or owned by, the government of the City of Beverly.

### **Municipal Solid Waste**

Shall mean Designated Recyclables and/or Acceptable Refuse that is generated and collected in the City of Beverly.

### **Municipality**

Whenever the word "Municipality" is used in this agreement, it is to be understood to mean the City of Beverly, MA, the Mayor, or his properly authorized agents.

### **Paper**

Means all of the currently collected materials listed as mixed paper stream.

### **Processing**

Refers to accepting, sorting, preparing for transport, and marketing recyclables.

### **Recyclables**

Means all of the currently collected materials listed as Designated Recyclables.

**Recycling Container**

Bin/container used for the set out of recyclables having a volume not less than 18 gallons. Container must be distinguished from a refuse container.

**Refuse Container**

Containers used for the set out of refuse. Container must be distinguished from a recycling container.

**Refuse**

Shall mean mixed household, commercial, and municipal solid waste (including trash, refuse, and garbage) which has characteristics such as that solid waste which is normally produced by residences and picked up by standard packer-type refuse trucks from the residential, municipal, and designated commercial solid waste stream of the community. Excluding Designated Recyclables. Excluding unacceptable Refuse.

**Service Area**

The area within the City of Beverly in which the collection service is provided by the CONTRACTOR, as specified in Exhibit A.

**Service Recipient**

Those customers who shall receive collection services under this contract as specified in Exhibit B.

**Set-Out****Acceptable Set-Out**

A set-out of Designated Recyclables that has all commingled containers placed in the Recycling Container and all paper placed inside separate kraft bags, or otherwise bundled and placed on top of or beside the Recycling Container. Paper shall not be placed in plastic bags. Overflow material shall be placed adjacent to the Recycling Container in brown paper bags, bundled, or other easily handled container. Shredded paper may be placed in clear plastic bags

**Unacceptable Set-Out**

A set-out that does not meet the requirements of an Acceptable Set-Out.

**Specified Small Commercial Business:**

Shall mean: Those small commercial businesses who shall receive collection services under this contract as specified in Exhibit B

**Sticker Item Refuse**

Shall mean:

1. Large appliances and metal objects, including kitchen appliances, such as refrigerators, clothes washers and dryers, and stoves. These items are also referred to as "white goods;" and
2. Cathode Ray Tubes (C.R.T's) such as Computer Monitors, Televisions, etc.

**Standard Trash Barrel**

Shall mean:

A rubbish receptacle constructed of metal or plastic with a maximum capacity of 35 gallons with a gross filled weight no greater than 50 pounds.

**Trash**

Shall mean:

Refuse

**Unacceptable Refuse**

Shall mean: any material currently banned from disposal by the Commonwealth of Massachusetts through its waste ban program CMR 19.017 which shall include but not limited to: Rubbish from construction, remodeling, demolition and repair operations, hazardous waste and yard wastes and other materials banned from the waste stream by law, (including lead batteries, leaves, tires, white goods, yard waste, aluminum, metal or glass containers, single polymer plastics, cathode ray tubes, designated recyclables) and any other materials as added by the DEP.

## SECTION III: GENERAL INSTRUCTIONS FOR BIDDERS

*Questions concerning this Invitation for Bid must be submitted in writing to either: David Gelineau, Purchasing Agent, Beverly City Hall, 191 Cabot Street, Beverly, MA 01915, [dgelineau@beverlyma.gov](mailto:dgelineau@beverlyma.gov) or Whitney Haskell Purchasing Agent, Salem City Hall Annex, 3rd Floor, 120 Washington Street, Salem, MA 01970, [whaskell@salem.com](mailto:whaskell@salem.com) before 4:00 p.m. seven (7) calendar days prior to the bid opening. Written responses will be mailed emailed or faxed to all bidders on record as a registered bidder for this Invitation for Bid*

### 1. General

- A. This procurement is exempt from and is not being conducted as a Chapter30 B procurement. The bidder's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over the work shall apply to the contract throughout, and they shall be deemed to be included in the contract as though herein written out in full.
- B. Any bid received after the time and date established herein for the receipt of bids shall not be considered, regardless of the cause for delay in the receipts of such bid (s).
- C. Any bid may be withdrawn prior to the scheduled time for the receipt of bids or authorized postponement thereof.
- D. No modification of any bid will be considered unless received by the Purchasing Agent prior to the time established herein for the receipt of bids. Any bidder may modify its bid at any time prior to the scheduled closing time for receipt of bids, provided such amendment is properly received by the Purchasing Agent prior to the due date and time.
- E. **CONDITIONAL BIDS WILL NOT BE ACCEPTED.**
- F. Bidders may obtain a copy of the bid form, specifications and other contract documents at <http://www.beverlyma.gov/departments/procurement/forms>, by emailing [dgelineau@beverlyma.gov](mailto:dgelineau@beverlyma.gov) or copies may be purchased for \$50.00 for each set at the Purchasing Office, Room 24 Beverly City Hall 191 Cabot Street Beverly, MA 01915. or [http://www.salem.com/Pages/SalemMA\\_Procurement/rfp](http://www.salem.com/Pages/SalemMA_Procurement/rfp) by emailing [whaskell@salem.com](mailto:whaskell@salem.com) or copies may be purchased for \$50.00 for each set at the Purchasing Office, Whitney Haskell Purchasing Agent, Salem City Hall Annex, 3rd Floor, 120 Washington Street, Salem, MA 01970.
- G. Refer to Section 3. – Bidding procedures for requirements in preparing and submitting bids.
- H. Should the City of Beverly decide to award a bid under this invitation for bid, the bid will be awarded to the responsive and responsible bidder offering to perform the services at the lowest cost to the City of Beverly who complies with the conditions set forth in the contract documents, provided that acceptance of the bid is, in the opinion of the awarding authority, in the best interest of the City of Beverly.
- I. Bids will be compared on the basis of the total price for the five-year contract price stated in the Form of General Bid. Under the bid, the comparison of prices for award purposes will be the “Total Price for the Five Year Contract from July 1, 2013 to June 30, 2018”. The City of Beverly may elect to award a contract using the prices submitted on Price Page A. The City of Salem may elect to award a contract using the prices submitted on Price Page B. The Cities of Beverly and Salem may elect to award a contract using the prices submitted on Price Page C. Award of a contract using Price Pages C shall only occur if both Beverly and Salem award a contract to the same Contractor. The decision of one City to award a contract under their respective bid pricing page does not guarantee the Contractor they will receive a contract for both Cities. The City's decision or judgment on these matters shall be final, conclusive and binding.

In the event that there is an award price discrepancy in the FORM OF GENERAL BID between the lump sum or unit prices written in words and figures, the lowest price(s) shall govern.

In the event that the sum of prices for each year of the five contract years does not total the award price, than the lowest number shall govern and the difference will be pro-rated over each year as may be necessary.

- J. The City of Beverly, acting by its Mayor, reserves the right to reject any and all bids if it is in the City of Beverly's interest to do so.
- K. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. The City's decision or judgment on these matters shall be final, conclusive and binding.
- L. No award will be made to any bidder who cannot satisfy the City that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time stated (See Section 2 below.) The City's decision or judgment on these matters shall be final, conclusive and binding.
- M. At the time of the opening of bids each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect of its bid.
- N. Attention is called to the fact that minimum wage rates are established for the project by the Commonwealth of Massachusetts, Department of Labor and Industries, and are a condition of this contract. The most recent minimum wage rates apply to this contract and are stated in attached Exhibit C.
- O. The bidder must agree to commence work on July 1, 2013.

**2. Qualifications of Bidders:**

- A. All bidders hereunder must furnish satisfactory evidence to the City that they have successfully operated or are presently operating municipal collection and curbside recycling services of the type required by the specifications for a period of time that will insure experience in the operation, and under all weather conditions prevailing in this area. See Forms – Section VIII.  
The City's decision or judgment on these matters shall be final, conclusive and binding.
- B. The successful bidder, WITHIN TEN (10) WORKING DAYS of notification of the City's intent to award the curbside rubbish collection and transportation work, shall provide evidence to the City's satisfaction that it is accepted as an authorized hauler by Wheelabrator Saugus (the City's authorized disposal site).
- C. Bidders shall list three (3) communities in which they are providing or have provided services comparable to the specifications of this bid, which shall be subject to verification by the City in order to determine the eligibility of the bidder selected. See Forms ~ Section I. The City's decision or judgment on these matters shall be final, conclusive and binding.
- D. All bidders shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, the financial ability to acquire or otherwise furnish the necessary equipment, and the expertise to perform the services required by the specifications, and shall furnish such information and/or proof of these qualifications WITHIN TEN (10) WORKING DAYS of notification of the City's intent to award the Contract. The City's decision or judgment on these matters shall be final, conclusive and binding.
- E. The contract will be not awarded to any bidder who, as determined by the City, is not qualified to provide satisfactory service due to any unsatisfactory record or inadequate experience, or who lacks the necessary capital, organization and/or equipment to conduct and complete the services in strict compliance with the specifications or is unable to provide the required insurance and bonds. The City's decision or judgment on these matters shall be final, conclusive and binding.

**3. Bidding Procedure.**

**A. SUBMIT BID DOCUMENT INTACT WITH COMPLETED FORMS INCLUDED.**

- B. Each bid must be submitted on the prescribed forms provided in this bid document.
- C. Bid submittals must include a bid security, in the form of a bid bond, certified check or treasurer's check, issued by a responsible bank or trust company, in the amount of twenty thousand (\$20,000.00) dollars made payable to the City of Beverly. All bid bonds must be from a surety currently licensed to do business in the Commonwealth of Massachusetts.
- D. All required bid forms shall be fully completed. Bids which are incomplete, conditional or obscure, or which contain additions not called for, may be rejected.
- E. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and labeled "BID FOR MUNICIPAL WASTE SERVICES".

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope (eg – mailer) addressed as specified in the Invitation to Bid.

- F. All blank spaces for bid prices must be completed, in ink or typewritten, in both words and figures. The bid must contain the entire price for the five-year term of the contracts for both Beverly and Salem.
- G. A bid containing an alteration or an erasure of any price which is used in determining the lowest responsible bid may be rejected unless the alteration or erasure is corrected as follows: the alteration or erasure is to be crossed out, the correction then printed in ink or typewritten adjacent thereto, and initialed in ink by the person signing the bid.
- H. Bidders are again cautioned to examine carefully all bid documents, the conditions affecting the collection and transportation of the wastes, the operation of the municipally owned compost facility, and to acquaint themselves with the quantity and character of the material to be handled under the contract.

**I. Net Present Value (NPV) Calculation Cost**

**For the purposes of evaluating price proposals equally, the NPV cost of each proposal will be determined by applying a 4.5% discount rate per year.**

# SECTION IV: COLLECTION SERVICES

## A. SCOPE OF SERVICES

The Scope of Services shall consist of the items described herein, including all equipment, materials, labor, supervision, and all other items necessary to fully complete the services as described for the service indicated. Quantities stated in the Introduction of this Invitation for Bid and in the Scope of Services with respect to numbers of customers and quantity of Solid Waste, and Recyclables, are approximately those that exist at the time of issuance of this Invitation For Bids, and may increase (or decrease) to a greater (or lesser) quantity by the time a Contract is executed and during the duration of the Contract. The Contractor shall be responsible for accommodating any such changes without price adjustments. Estimated number of buildings – 1 Unit =1 Building.

The following breakdown is an estimate of existing units where solid waste is setout for curbside collection:

| <u>Description:</u>          | <u>Estimated Number of Units</u> |
|------------------------------|----------------------------------|
| Single Family                | 8,464                            |
| Two Family                   | 827                              |
| Three Family                 | 360                              |
| Four to Six Family           | 191                              |
| Small Commercial Business    | 300                              |
| Municipal & School Buildings | (See Exhibit B)                  |
| Condominiums                 | (See Exhibit B)                  |
| Beverly Housing Authority    | (See Exhibit B)                  |

**\*These figures are the City’s best estimate but the City makes no guarantee as to their accuracy.**

The condominium complexes and Beverly Housing Authority Complexes do not list the number of households or service recipients, but do list the dumpster size, quantity of dumpsters, and frequency of collection. It is difficult if not impossible to determine the exact number of stops as some residential and small businesses set their trash and recyclables out on the same spot. Potential bidders are reminded these figures are the City’s best estimate; the City makes no guarantee as to their accuracy. Bidders are reminded it is their responsibility to perform their own studies.

The Contractor and the City agree that additions or deletions of service recipients as defined will not change the contract cost.

The Scope of Services is specifically delineated below, as follows:

- Curbside Trash Collection & Transportation Services
- Curbside Recyclables Collection
- Operation of the Municipally Owned Compost Facility

### **Scope of Service for Curbside Trash Collection & Transportation Services**

The CONTRACTOR shall collect acceptable refuse weekly, sticker items monthly, 12 weekly curbside collections of acceptable compostable refuse annually, from all residences in the City with (6) dwelling units or less, specified condominium complexes and specified small commercial businesses. CONTRACTOR must also provide and maintain dumpsters as per the listed exhibits for Municipal Buildings, School Buildings and Beverly Housing Authority Complexes. The CONTRACTOR shall transport to and unload all acceptable refuse at the Wheelabrator facility located at 100 Salem Turnpike, Saugus, MA. Wheelabrator is currently under contract with The City of Beverly. Under this Contract The City of Beverly shall cause all its Acceptable Waste, which is not recycled, to be delivered to and deposited in the receiving pits of Wheelabrator for disposal. This Contract shall expire on June 30, 2016 with an option to renew this Agreement for an additional period of five (5) years upon mutual written agreement between the city of Beverly and Wheelabrator. Upon acceptable setout all “Sticker Items” shall become the property of the Contractor and it shall be the CONTRACTOR’S responsibility to properly dispose of all “Sticker Items”. All compostable refuse collected under the terms of this contracted shall be transported and unloaded at the City owned compost facility off of Standley Street in Beverly, MA.. The Contractor who is awarded the contract for Municipal Waste Services shall operate the City owned compost facility. The CONTRACTOR must take direction from the City of Beverly for the proper disposal of all compostable materials delivered to the site. In the event a dispute arises

between CONTRACTOR and the City in regards to the operation of the Compost Facility and the dispute cannot be resolved, the City of Beverly shall designate the resolution. The City of Beverly's decision on these matters shall be final, conclusive, and binding. The CONTRACTOR will not be charged for dumping any compostable material collected under the terms of this contract at the municipally owned compost facility.

### **Scope of Service for Curbside Recyclables Collection and Processing Services**

The Municipality shall have weekly collection service for recyclables; CONTRACTOR shall collect recyclables weekly, on the same day as trash collection.

Upon acceptable setout all recyclable materials shall become the property of the CONTRACTOR and it shall be the CONTRACTOR'S responsibility to provide processing and marketing of all materials

The CONTRACTOR will be required to collect acceptable recyclables, from all residences in the Municipality with (6) dwelling units or less, specified condominium complexes and specified small commercial businesses. Contractor must also provide and maintain dumpsters and as per the listed exhibits in Exhibit B for Municipal Buildings, Municipal School Buildings, and at Beverly Housing Authority Complexes.

The Municipal Buildings, Municipal Schools and the Beverly Housing Authority also use "TOTER" brand recycling totes. It shall not be the CONTRACTORS responsibility to provide the totes. The CONTRACTOR must have the ability to mechanically dump "TOTER" brand Toters.

**The Contractor must provide to the City verification that the City's Recycled Tonnage in each fiscal year has been recycled.**

#### **A.1 Area of Service**

CONTRACTOR shall Collect and Transport Acceptable Refuse and shall Collect Designated Recyclables from all Service Recipients located within the City of Beverly. The Service Area is delineated on the maps entitled "CONTRACTOR 's Service Area" included in Exhibit A, which is attached to and incorporated in this Agreement.

### **Scope of Service for Operation of the Municipally Owned Compost Facility.**

The City of Beverly owns a compost facility located off of Standley Street. The hours of operation of the facility are 8:00 A.M. through 3:30 P.M., Monday, Thursday and Saturday, commencing on or about March 1 and ending on the earlier of December 23rd or the first snowfall that requires plowing by the City of Beverly Department of Public Services. However, closure shall in no event occur prior to the completion of the City's annual fall leaf collection program. During its normal hours of operation, the facility will accept without charge any leaves, stumps, branches and other compostable materials delivered to the site by Beverly residents in their private personal vehicles with materials that originated on the resident's own property. The Contractor will be required during the term of this agreement to accept all compostable materials delivered to the site by Beverly residents in their private personal vehicles and which originated on their own property. The Contractor will not accept any materials at the site which are not compostable or which are defined as or considered to be "hazardous materials" under the provisions of Chapter 21E of the General Laws, or under any other applicable law, nor will it accept any other materials which might in any way contaminate the site or the materials stored and generated there. The Contractor may, but need not, accept compostable materials generated in other communities or delivered by commercial landscapers or haulers, and may charge and retain a fee for such service in an amount determined by the Contractor, so long as the acceptance of such materials and the conduct of such activity does not interfere with or in any way compromise the acceptance of compostable materials generated in Beverly.

## **B. COLLECTION SERVICE - Curbside Trash Collection, Transportation Services and Recyclables Collection**

### **B.1 General Provisions**

#### ***Recyclables***

The CONTRACTOR shall provide weekly curbside recyclable collection service to:  
All Single-family Residential Units

Multi-family Residential Units with 6 or fewer units as listed in Exhibit B  
Specified small Commercial Businesses as listed in Exhibit B

The CONTRACTOR shall provide container and/or curbside recyclable collection at the frequency and of the size and quantities listed to:  
Municipal buildings as listed in Exhibit B  
School buildings as listed in Exhibit B  
Specified condominium complexes as listed in Exhibit B  
Beverly Housing Authority Complexes as Listed in Exhibit B

***Refuse***

The CONTRACTOR shall provide weekly curbside trash collection & transportation service to:  
All Single-family Residential Units  
Multi-family Residential Units with 6 or fewer units as listed in Exhibit B  
Specified small Commercial Businesses as listed in Exhibit B

The CONTRACTOR shall provide container and/or curbside trash collection at the frequency and of the size and quantities listed to:  
Municipal buildings as listed in Exhibit B  
School buildings as listed in Exhibit B  
Specified condominium complexes as listed in Exhibit B  
Beverly Housing Authority Complexes as Listed in Exhibit B

**B.1 a Change in Service Recipients**

The CONTRACTOR and the City of Beverly agree that additions or deletions of service recipients as defined will not change the contract cost.

**B.2 Collection Frequency**

The CONTRACTOR shall collect Refuse on a weekly basis, on a scheduled route basis from all Single-family Residential Units, Multi-Family buildings with not more than six (6) units, Specified Condominium Complexes, Specified Small Commercial Businesses. The CONTRACTOR shall collect Refuse from Municipal Buildings according to Exhibit B, School Buildings according to Exhibit B, and Beverly Housing Authority Complexes according to Exhibit B.

The CONTRACTOR shall collect Designated Recyclables on a weekly basis, on a scheduled route basis which shall coincide with a regularly scheduled refuse collection pick-up day. The CONTRACTOR shall collect Designated Recyclables from Municipal Buildings according to Exhibit B, School Buildings according to Exhibit B, and Beverly Housing Authority Complexes according to Exhibit B.

**B.3 Collection Procedures**

***Recyclables***

Collection shall be only between the hours of 7:00 A.M. to 5:00P.M. Monday through Friday, as well as the Saturday after a holiday which shall be deemed a regular workday for that week. CONTRACTOR shall collect an unlimited quantity of Designated Recyclables properly set out for collection by all Service Recipients. CONTRACTOR must collect all Designated Recyclables set out in the Recycling Container; or immediately adjacent to the Recycling Container. Contamination shall be handled as provided in Section IV.B.3.e. Missed collections shall be handled as provided in Section IV.F.

CONTRACTOR shall be responsible for collecting recyclables which have fallen or been placed at the curb but not in the container.

***Refuse***

Collection shall be done between the hours of 7:00 A.M. to 5:00P.M. Monday through Friday, as well as the Saturday after a holiday which shall be deemed a regular workday for that week. CONTRACTOR shall collect and remove all refuse from each and every Service Recipient at least once every seven days, unless the collection is during a holiday week. For collection frequency during a holiday week see section IV E.1. Commercial businesses shall be limited to five (5)

standard rubbish barrels, single family units shall be limited to five (5) standard rubbish barrels and two family units shall be limited to ten (10) standard rubbish barrels, and multi unit family units shall be limited to fifteen (15) standard rubbish barrels. Specified Condominium Complex shall be limited to refuse collection of only that acceptable refuse which has been generated “on site” at the Condominium Complex where refuse is collected. It is the City’s intent to provide service to the same locations currently receiving it. The CONTRACTOR shall not be required to collect and remove refuse from inhabited houses (including those commercial establishments included in the definition) unless the barrels or other containers and refuse in containers are placed at the side of the street in front of the house or within fifteen feet of a way serving such house and said way is accessible to the CONTRACTOR. The CONTRACTOR shall not remove unacceptable refuse. A sticker, (format to be approved by the City Engineer), shall be affixed to the unacceptable refuse directing the service recipient to contact The Engineering Department for directions to effectively correct any improper disposal method. The CONTRACTOR shall limit the number of items to be collected at each stop. Missed collections shall be handled as provided in Section IV.F. The City of Beverly may direct the Contractor to pick-up unlimited acceptable refuse for the one collection cycle following Christmas Day.

The monthly collection of Sticker Item Refuse shall be by request of the service recipient to the Engineering Office of the City of Beverly.

### B.3 a Collection Method

Contractor shall collect all Acceptable Set-Outs of Designated Recyclables, and all Refuse from: Residential (6) dwellings or less, Specified Condominium Complexes listed in Exhibit B, Specified Small Commercial Businesses listed in Exhibit B, Municipal Buildings listed in Exhibit B, School Buildings listed in Exhibit B, Beverly Housing Authority Complexes listed in Exhibit B.

### B.3 b Manner of Collection

CONTRACTOR shall carefully handle all Containers used to set out Municipal Waste. Containers shall be thoroughly emptied. Empty Containers shall be left upside down in the approximate place where found with any covers or lids placed on the ground next to the container. Containers shall not be bent, thrown or otherwise abused. Containers shall not be placed in driveways, in front of mailboxes, in the street, gutter or on sidewalks, or in any other way that interferes with traffic or mail delivery service. CONTRACTOR shall not be required to remove Designated Recyclables from containers, which are frozen to the extent that the container may be damaged in the process of removing Designated Recyclables.

### B.3 c Litter Prevention and Spill Clean Up

CONTRACTOR agrees to operate collection vehicles in such manner as to prevent materials from being spilled from the vehicle. If at any time during collection and transport, any materials are spilled onto a street, sidewalk, or private property, CONTRACTOR shall clean up and place in the collection vehicle all spilled materials before the vehicle proceeds to the next stop on the collection route, or shall promptly make all other necessary arrangements for the immediate clean up of spilled materials. Contractor shall be responsible to clean up and properly dispose of any other materials that are spilled during the collection of municipal solid waste.

### B.3 d Interruption of Service

CONTRACTOR must not interrupt the regular schedule and quality of service because of street repairs or closures unless prior approval of such schedule change is given by the City of Beverly. In the event of a failure of the CONTRACTOR to complete the collection program for a particular day’s route, the City Engineer or his/her designee may employ the services of others to complete the day’s route or until such time as the problem has been resolved to the City of Beverly’s satisfaction, and the expenses so incurred shall be deducted from the next payment to the CONTRACTOR. No penalty shall be assessed if the failure to collect is for any reason beyond the CONTRACTOR’S

control, e.g. blizzard or hurricane or with regard to inaccessible roadways with the prior approval of the City Engineer or his/her designee. In such an event, the CONTRACTOR shall proceed to collect the remaining Municipal Solid Waste within twenty-four (24) hours of the regularly scheduled collection, or the penalty shall apply. Penalties are listed in Section VIII J.2.

### **B.3 e Contamination and Improper Set Out**

If CONTRACTOR encounters any improperly prepared Designated Recyclables or Contaminants in the Recycling Container, or Unacceptable Refuse in the Trash Container, CONTRACTOR shall leave those materials in the container. CONTRACTOR must place a tag on the contaminant(s) that is not collected informing the Service Recipient of acceptable set out procedures. Collect the acceptable items, and leave the container upright with the tagged contaminants in the container. CONTRACTOR may not leave any materials as unacceptable for collection unless tagged by the CONTRACTOR.

## **B.4 Set Out Procedures**

### **Recyclables**

Single-Family Residential units, Multi-Family Buildings with not more than six (6) units, and specified small Commercial Businesses shall place recyclables into acceptable marked recycling containers, and such containers shall be placed at curbside. CONTRACTOR must collect all recyclables that are set out in this manner and are placed within three feet of the curbside. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways (including alleys). Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. CONTRACTOR may decline to collect any recyclable materials not set out in accordance with this Section.

#### ***Specified Condominium Complex:***

The point of collection and the day of the week of collection shall be mutually agreed to by the CONTRACTOR and the owner or governing association of the Specified Condominium Complex. The collection point must provide safe and efficient accessibility to CONTRACTOR 's collection

crew and vehicle. In the event an appropriate location and schedule cannot be agreed upon, the City of Beverly shall mediate the dispute and designate the location and schedule for pick-up. Collection shall be made once every seven (7) days under this contract. CONTRACTOR shall collect recyclables on the same day as trash collection. CONTRACTOR must notify City of Beverly of the scheduled day of pick-up.

#### ***Municipal Buildings, School Buildings, Beverly Housing Authority Complexes:***

The point of collection shall be designated by the City of Beverly. The collection point must provide a safe and efficient access to the CONTRACTOR'S collection crew and vehicle. The CONTRACTOR must collect all Recyclables that are properly set out. The CONTRACTOR shall supply and maintain dumpsters, and shall empty containers as listed in the exhibit for the locations. The City of Beverly shall supply "TOTER" brand toters for Municipal Buildings, School Buildings and Beverly Housing Authority Complexes.

### **REFUSE**

Single-Family Residential units, Multi-Family Buildings with not more than six (6) units, and specified small Commercial Businesses shall place acceptable refuse at curbside for collection. The CONTRACTOR must collect all Refuse, not exceeding maximum allowable amounts that are set out in this manner and placed within three feet of the curbside. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways (including alleys). Refuse shall be set out in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Refuse shall be placed as close as practicable to an access point for the collection vehicle. CONTRACTOR may decline to collect any refuse not set out in accordance with this Section.

***Specified Condominium Complexes:***

The point of collection and the day of the week of collection shall be mutually agreed to by the CONTRACTOR and the owner or governing association of the Condominium Complex. The collection point must provide safe and efficient accessibility to CONTRACTOR 's collection crew and vehicle. In the event an appropriate location and schedule cannot be agreed upon, the MUNICIPALITY shall mediate the dispute and designate the location and schedule for pick-up. Collection shall be made once every seven (7) days under this contract. CONTRACTOR must notify MUNICIPALITY of the scheduled day of pick-up. The rental, purchase, or provisioning of any dumpster to any privately owned location is strictly an agreement between property owner and CONTRACTOR, and is not part of this contract.

***Municipal Buildings, School Buildings, Beverly Housing Authority Complexes:***

The point of collection shall be designated by the City of Beverly. The collection point must provide safe and efficient access to the CONTRACTOR'S collection crew and vehicle. The CONTRACTOR must collect all Refuse that is properly set out. The CONTRACTOR shall supply, maintain, and empty containers as indicated in the exhibit for these locations.

**B.5 Ownership of Recyclable Materials**

Recyclables set out for collection on the regularly scheduled collection day shall belong to CONTRACTOR from the time of its set out, subject to the rights of a customer to claim lost property of value. Recyclables collected by CONTRACTOR, for the purposes of obligations under this Contract, shall be deemed acceptable Designated Recyclables. It shall be the CONTRACTOR'S responsibility to provide transportation, processing and marketing of all Designated Recyclables.

**B.6 Change in Designated Recyclables**

City of Beverly and CONTRACTOR may mutually agree to add or delete a material(s) to/from the list of Designated Recyclables at any time during the contract term or extensions. Deletions of any items will be discouraged. CONTRACTOR shall notify the City of Beverly of the extent to which such addition(s) would require modification of the collection vehicles, need for additional recycling containers, and need for additional collection vehicles, and shall notify the City of Beverly of the estimated cost for adding the proposed materials. Such notification shall be in writing and shall be provided at the time CONTRACTOR proposes the additional materials or, if the City of Beverly proposes addition, within 30 days of CITY'S notification. The City of Beverly shall respond in writing to CONTRACTOR 'S description of changes and costs within 30 days of CONTRACTOR'S written proposal. Both parties shall negotiate in good faith for the purpose of reaching agreement for the addition or deletion of proposed materials and a schedule for implementation of collection of such materials.

Deletion of recyclables shall be at the sole discretion of the City of Beverly.

**B.7 Hazardous Materials**

All hazardous materials, as herein defined, shall not be collected under this contract:

- a. Gasoline and waste oil containers
- b. Paints, turpentines, paint thinners and shellac containers.
- c. Oven and drain cleaners, heavy-duty cleansers and pool chemicals.
- d. Pesticide containers
- e. Batteries
- f. Explosives
- g. Propane tanks and gas cylinders
- h. PCB's and radioactive waste containers
- i. Other DEP or EPA materials designated as hazardous

## **B.8 Containers.**

CONTRACTOR shall maintain all Containers supplied for use under the terms of this contract in clean condition and in good repair at all times. All containers shall be maintained in a condition satisfactory to maintain a positive image as reasonably determined by the CITY.

## **B.9 Location of Refuse Disposal Facility**

Wheelabrator is currently under contract with The City of Beverly. Under this Contract The City of Beverly shall cause all its Acceptable Waste, which is not recycled to be delivered to and deposited in the receiving pits of Wheelabrator for disposal. This Contract shall expire on June 30, 2016 with an option to renew this Agreement for an additional period of five (5) years upon mutual written agreement between the city of Beverly and Wheelabrator.

The CONTRACTOR must transport to and unload all Refuse at Wheelabrator, located at 100 Salem Turnpike, Saugus, MA. Should the City of Beverly designate another receiving site during the term of this contract, the City of Beverly shall consider a request for adjustment in the contract price.

## **B.10 Pay Per Bag Refuse Collection (Optional)**

The City of Beverly has the option of implementing a pay per bag collection system at any time during the life of the contract without adjustment to the terms of the contract with the CONTRACTOR.

## **C. PROVISION OF RECYCLING CONTAINERS**

During the term of this Contract, the City of Beverly shall maintain an inventory of *Recycling Bins* for sale to new and existing Service Recipients.

### **C.1 Replacement of Containers**

The CONTRACTOR shall handle material containers with care to prevent damage. When, in the judgment of the City of Beverly, containers belonging to service recipients of the City of Beverly, and used for materials collected pursuant to this Agreement, are damaged or destroyed by the employees of the CONTRACTOR, such containers shall be replaced by the CONTRACTOR at no charge to the CITY or service recipients.

## **D. COLLECTION SCHEDULE**

### **D.1 Scheduling Collection**

The Contractor shall use the presently used collection routes to meet the collection schedule. Weekly collection routes for Residential (6) dwelling units or less are shown in Exhibit B. Weekly Collection Routes for Specified Small Businesses are shown in Exhibit B. Collection for Municipal Buildings are shown in Exhibit B. Collection schedule for School Buildings are shown exhibit B. Collection for Beverly Housing Authority Complexes are shown in Exhibit B. The Contractor shall not change or deviate from established routes and/or schedules without the prior written approval of the City Engineer or his/her designee. All costs for approved changes and/or deviations shall be borne by the Contractor.

#### ***Specified Condominium Complex:***

Weekly trash collection and alternate week recyclables collection schedules shall be mutually agreed to by the CONTRACTOR and the owner or governing association of the condominium complex. In the event an appropriate schedule cannot be agreed upon, the City of Beverly shall mediate the dispute and designate the location and schedule for pick-up. The City of Beverly is offering as an alternate in this bid weekly recyclable collection. Should the City of Beverly award the weekly recyclables contract; CONTRACTOR shall collect recyclables weekly on the same day as trash collection.

## **D.2 Hours of Collection**

Collection service shall not be started before 7:00 AM and collection service shall be completed at or about 5:00 PM, Monday through Friday, unless a holiday falls during the week. The cost of any overtime payments to contractor's employees shall be borne by the Contractor.

## **D.3 Changes to Schedule**

Scheduled collection days may not be changed by the CONTRACTOR without the City of Beverly's prior written approval. The City of Beverly may make schedule changes no more than twice per Service Recipient during each year of the contract. Should the City of Beverly change the collection day, the City of Beverly will provide written notification to the CONTRACTOR no less than 60 days prior to initiation of the change. Prior to May 1<sup>st</sup> of each year of the Contract, CONTRACTOR may request changes in collection schedules. The City of Beverly shall review and act upon such requests in a timely manner.

If a schedule change is requested by the CONTRACTOR and approved by the City of Beverly, the CONTRACTOR must distribute written notices *by mail*, at the CONTRACTOR's expense, to each affected Service Recipient. The notice must be approved by the City of Beverly prior to distribution and must be distributed to each affected dwelling unit at least two (2) and not more than four (4) weeks in advance of the effective day of change.

If a schedule change is made by the City of Beverly, at the City of Beverly's request, the City of Beverly must distribute written notices *by mail*, at the City of Beverly's expense, to each affected Service Recipient. The notice must be distributed to each affected dwelling unit at least two (2) but not more than four (4) weeks in advance of the effective day of change.

## **E. HOLIDAYS AND MAKE-UP COLLECTION**

### **E.1 Holidays**

CONTRACTOR shall not be required to perform any service under this Agreement on Holidays. Following all Holidays, each Service Recipient shall receive collection service on the day following its normally scheduled collection, with the weeks work to be finished by Saturday of the holiday week. For a Monday Holiday, Monday through Friday collection shall be rescheduled for Tuesday through Saturday. For example a Thursday Holiday, Thursday and Friday collection shall be rescheduled for Friday and Saturday. For a Friday Holiday, Friday collection shall be rescheduled for Saturday.

### **E.2 Make-up Collection**

In the event that collection services are interrupted as provided in Section IV.B.3.d, CONTRACTOR shall perform a make-up collection service in the affected area specifically approved in advance in writing by the City of Beverly. The make-up collection shall accept all bags, boxes, and temporary receptacles that Service Recipients may have used for overflow.

Should CONTRACTOR fail to make collection on a scheduled day for other causes within the CONTRACTOR's control, CONTRACTOR shall, within 24 hours, perform a special collection without charge to the City of Beverly or the customer.

## **F. MISSED COLLECTIONS AND COMPLAINTS**

The failure of CONTRACTOR to collect acceptable Recyclables and/or Refuse that have been properly prepared and set out by a Service Recipient shall be considered a Missed Collection. Complaints regarding CONTRACTOR'S performance of collection services may include, but are not limited to:

1. Failure to respond to Missed Collections within the specified time constraints;
2. Continued and repeated missed collections of a service recipient;
3. Continued misuse and/or mishandling of materials and bins;
4. Damage to personal property;
5. Failure to obey traffic regulations;
6. Discourteous treatment of customer

If a Missed Collection or complaint is reported to the CONTRACTOR before 12:00 noon, CONTRACTOR shall collect Missed Collection or, in the case of a complaint, make a good faith effort to resolve complaint on the same day. If a Missed Collection or complaint is reported to the CONTRACTOR after 12:00 noon, CONTRACTOR shall collect Missed Collection or, in the case of a complaint, make a good faith effort to resolve the complaint by 12:00 noon on the next working day.

Service Recipients shall be instructed to report Missed Collections and complaints to the CONTRACTOR and/or the City of Beverly. If missed collections are reported to The City of Beverly, the City of Beverly shall verbally notify the CONTRACTOR of the missed collection or complaint. CONTRACTOR shall give prompt and courteous attention to all reported Missed Collections and complaints. CONTRACTOR shall maintain pursuant to Section VI. D.1, a daily written log of all Missed Collections and complaints including the address of Service Recipient, time of written call, and time when collection was made, or in the case of a complaint, the measures taken to resolve the complaint. The log shall be submitted monthly to the City of Beverly in a format specified by the City of Beverly.

## **G. SCAVENGING**

CONTRACTOR shall note any evidence of scavenging of Designated Recyclables from Recycling Containers and report such information to the City of Beverly.

## **H. EQUIPMENT**

### **H.1 General Provisions**

The CONTRACTOR is responsible for the purchase and/or leasing and maintenance and repair of all vehicles and equipment necessary to adequately and efficiently perform the contractual duties specified in this Contract. Refuse collection vehicles shall be compatible for unloading at the designated facility. Recyclables collection vehicles shall have the ability to mechanically lift and dump the "Toter" brand toters.

Upon execution of this contract and every year thereafter on its anniversary date of the execution of this contract with the City, the CONTRACTOR shall provide to the City of Beverly a list of equipment to be used by the CONTRACTOR to provide the services covered by this Contract. The list shall contain, at a minimum, for each vehicle identification number, license number, make and model, model year, years in service, front line or backup, payload capacity, and date of purchase or initial lease. All equipment used by the CONTRACTOR shall be subject to inspection for sanitation, safety, and appearance and each vehicle shall be subject to approval or rejection by the City of Beverly at any time. Rejected equipment shall be replaced by the CONTRACTOR as soon as reasonably possible.

### **H.2 Back Up Equipment**

CONTRACTOR shall maintain sufficient back-up collection equipment to ensure uninterrupted collection service during the term of this contract.

### **H.3 Vehicle Condition, Maintenance & Repair**

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

a condition satisfactory to maintain a positive public image as reasonably determined by the City of Beverly.

#### **H.4 Vehicle Appearance & Signage**

All collection vehicles shall have appropriate safety markings. All safety markings shall be in accordance with Massachusetts Motor Vehicles Laws and Regulations, and shall be subject to approval by the City. The contractor's name, address, telephone number and truck number shall be displayed on left and right sides of all collection vehicles in letters and figures not less than four (4) inches high. Refuse collection vehicles and equipment shall prominently display in six (6) inch letters "City of Beverly Refuse Only" on both sides. Recycle Collection vehicles shall prominently display in six (6) inch letters "City of Beverly Recycle Materials Only" on left and right sides. All replacement vehicles shall display this same information; however, it may be in the form of removable decals. Collection vehicles must be kept clean, well painted, and empty when entering the City for collection service.

#### **H.5 Licenses & Registration**

All vehicles must maintain, at all times, current license, registration and permits as required by law.

### **I ROUTE DATA**

The City of Beverly has established collection routes. Collection routes are shown in Exhibits A and Exhibits B in this document.

### **J. DISPOSAL PROHIBITION**

CONTRACTOR certifies to the City of Beverly that all Designated Recyclables collected under this contract are in fact delivered to a recyclable materials processing facility, broker, or end user. CONTRACTOR is prohibited from disposing of any Designated Recyclables collected under this Contract except by delivery to a recyclable materials processing facility. Violation of this provision shall be considered cause for CONTRACTOR Default.

### **K. WASTE MINIMIZATION**

Nothing in the contract shall restrict the right of the City of Beverly to minimize the amount of solid waste, including recyclables, generated in the City of Beverly.

### **L. OPERATION OF MUNICIPALLY OWNED COMPOST FACILITY**

The Contractor agrees to furnish and deliver services, materials, supplies, or equipment as follows:

#### **L.1 Hours of Operation**

The hours of operation of the facility shall be 8:00 A.M. through 3:30 P.M., Monday, Thursday and Saturday, commencing on or about March 1 and ending on the earlier of December 23 or the first snowfall that requires plowing by the City of Beverly Department of Public Services. However, closure shall in no event occur prior to the completion of the City's annual fall leaf collection program.

#### **L.2 Acceptance of Materials Without Charge**

During its normal hours of operation, the facility will accept without charge any leaves, stumps, branches and other compostable materials delivered to the site by Beverly residents in their private personal vehicles with materials that originated on the resident's own property.

### **L.3 Acceptance of Materials**

The Contractor will be required during the term of this agreement to accept all compostable materials delivered to the site by Beverly residents in their private personal vehicles and which originated on their own property.

### **L.4 Acceptable Materials**

The Contractor will not accept any materials at the site which are not compostable or which are defined as or considered to be "hazardous materials" under the provisions of Chapter 21E of the General Laws, or under any other applicable law, nor will it accept any other materials which might in any way contaminate the site or the materials stored and generated there.

### **L.5 Acceptance of Materials Generated in Other Communities**

The Contractor may, but need not, accept compostable materials generated in other communities or delivered by commercial landscapers or haulers, and may charge and retain a fee for such service in an amount determined by the Contractor, so long as the acceptance of such materials and the conduct of such activity does not interfere with or in any way compromise the acceptance of compostable materials generated in Beverly. Upon request the Contractor must provide the City a list of other municipalities whose compostables are delivered to the site, and must provide the amount the Contractor collects annually from other municipalities for this service.

### **L.6 Removal of Product by the City**

The City shall be permitted to remove loam, mulch and other compost product from the site, without charge, to meet its reasonable needs, as such material is available.

### **L.7 Removal of Product by the Residents**

The Residents of Beverly shall be permitted to remove loam, mulch and other compost product from the site, without charge, to meet their reasonable needs for non-commercial residential household use.

### **L.8 Sale or Disposal of Product**

The Contractor may sell or otherwise dispose of loam, mulch and other compost product not required by the City or its Residents to meet their reasonable needs to third parties, for such prices as may be determined by the Contractor, which income the Contractor is permitted to retain.

### **L.9 Restriction on Sale of Product not Generated on Site**

The Contractor may not sell at the site any material not generated through composting and disposal activities conducted at the site.

### **L.10 Fee to Use the Site**

The City of Beverly may, at its sole discretion, implement a fee to any entity utilizing the facility for the disposal of acceptable materials.

### **L.11 Intent and Purpose of the Agreement**

It is the intent and purpose of this agreement to provide for the operation of a clean and balanced compost facility that operates efficiently to accept compostable materials and to generate and distribute compost products. The City and the Contractor will make such changes to this agreement as may become necessary to insure the availability of the site for disposal of compostable residential yard waste generated in Beverly, to minimize the inconvenience and

avoidable impact on residents in the area, while preserving a sound economic basis for the operation of the facility by the Contractor without charge to the City of Beverly or its residents for their personal use of the facility except as provided in the Bid Price Page for the operation of the Compost Facility.

#### **L.12 Direction by the City of Beverly**

The Contractor shall submit and conform to all determinations and directions of the designee of the City of Beverly relating to the services and its delivery, suitability, amount, quality and value of everything furnished or to any other questions which may arise as to the product and services and the time and manner of their delivery.

#### **L.13 Failure to furnish and Deliver any of Said Products and/or Services**

If the Contractor shall fail to furnish and deliver any of said products and/or services as required under the terms of this agreement after the order for same has been given to the Contractor, or mailed to him/her at the business address stated in his/her proposal, the City, acting by the Purchasing Agent, may obtain the product and/or services ordered from any other source, and the City shall give to the Contractor mail to him/her at the business address stated in his/her proposal, a notice, signed by the Purchasing Agent, that the Contractor has failed to carry out the contract to the satisfaction of the Purchasing Agent and as required by the terms of this Document. Upon such default, the Purchasing Agent may at his/her discretion and without further notice, cancel the contract.

#### **L.14 Default**

Upon such default, the City may charge to the Contractor (and deduct from contract sums then or thereafter payable to the Contractor, if any there be) any and all costs and expenses incurred by the City as a direct or indirect consequence of such default, including, without limitation, any excess cost of material or service, any administrative costs or expenses, and all costs of collection of amounts payable by the Contractor hereunder (including reasonable attorney's fee).

#### **L.15 Legal Operation of the Facility**

The Contractor shall at all times operate the Facility in a legal manner according to all rules, regulations, and laws. Contractor shall be responsible for the payment of any fines levied against the Contractor, the City or the Facility due to the improper operation of the Compost Facility including attorney's fee.

### **SECTION V: OTHER SERVICES**

#### **A. RECYCLABLES PUBLIC INFORMATION AND EDUCATION PROGRAM**

##### **A.1 General Provisions**

The City of Beverly shall plan and coordinate a public education and information program to inform citizens of the curbside recycling program. CONTRACTOR may distribute its own promotional materials subject to the City of Beverly approval. The CONTRACTOR shall participate in the City of Beverly directed promotion and education efforts as outlined below:

1. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.

2. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
3. Coordinate with the City of Beverly for distribution of written promotional and instructional materials directly to Service Recipients a minimum of two times per year.
4. Be available a minimum of four times per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
5. Provide advice to the City of Beverly on promotion and education material content and presentation.

The City of Beverly representative shall provide written comments on the work plan to CONTRACTOR no later than August 1<sup>st</sup> of each contract year. CONTRACTOR shall discuss with the City of Beverly representative any changes to the work plan and shall submit a final work plan for community relations activities to the City of Beverly no later than September 1<sup>st</sup> of each contract year.

## **A.2 Special Requirements**

### **A.2 a Flyers**

CONTRACTOR shall prepare and distribute public education flyers to Service Recipients in CONTRACTOR'S Service Area two times during each year of this Contract on a schedule approved by the City of Beverly. The flyers shall be designed to address specific collection needs or problems. The flyers shall be printed in English only. Flyers shall be professionally printed on paper stock with not less than fifty percent (50%) recycled paper content including at least ten percent (10%) post-consumer recycled paper content. CONTRACTOR shall provide camera-ready copy to City of Beverly for City of Beverly's review and approval prior to printing and distribution. CONTRACTOR shall obtain the City of Beverly's written approval of the materials prior to printing or distributing the materials.

### **A.3 News Media Relations**

CONTRACTOR shall notify the City of Beverly of all requests for news media interviews related to the Program within twenty-four (24) hours of CONTRACTOR 's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Service Recipient perception of services, CONTRACTOR shall discuss CONTRACTOR 'S proposed response with the City of Beverly.

Copies of draft news releases or proposed trade journal articles shall be submitted to the City of Beverly for prior review and approval at least five (5) working days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to the City of Beverly simultaneously with CONTRACTOR 'S submittal to such regulatory agency. Copies of articles resulting from media interviews or news releases shall be provided to the City of Beverly within five (5) days after publication.

## **B. TELEPHONE AND CUSTOMER SERVICE**

The CONTRACTOR shall maintain and adequately staff a local toll-free telephone number where complaints shall be received, recorded and handled between the hours of 9 AM and 5 PM on every collection day. All incoming calls shall be answered within a maximum of four (4) rings. Any call "on-hold" in excess of 1.5 minutes shall be switched to a message center where CONTRACTOR shall maintain information in a daily log to enable a customer service representative to return customer calls. All "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call. If the caller is not contacted on the first attempt, CONTRACTOR shall make subsequent attempts on the next working day after the original call. CONTRACTOR shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. If CONTRACTOR is unable to reach the caller on the next working day, CONTRACTOR shall send a postcard to the caller on the second working day after the call was received, indicating that the CONTRACTOR has attempted to return the call. All attempts to contact the caller shall be recorded on the log kept by CONTRACTOR. Contractor shall maintain a daily log for complaints. Upon

request by the City of Beverly, CONTRACTOR must provide a copy of the daily log to the City of Beverly.

The CONTRACTOR shall install a facsimile machine with local telephone numbers to be used for communication between the City of Beverly and CONTRACTOR. The facsimile machine must be available to receive calls after normal business hours.

## **C. EMERGENCY/OTHER SERVICES**

CONTRACTOR shall provide emergency services (i.e. special collection, transport) at the City of Beverly's request in the event of major accidents, disruptions, or natural calamities. CONTRACTOR shall be capable of providing emergency services within 24 hours of notification by the City of Beverly or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services which exceed the scope of work under this agreement and which are not compensated as special services in accordance with this contract shall be compensated through a negotiated agreement between CONTRACTOR and the City of Beverly.

### **C.1 Weather**

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 City of Beverly must be obtained before cancellation of collection is allowed.

## **D. PARTICIPATION IN PILOT STUDIES**

In the event the City of Beverly desires to implement a pilot program to test new developments in collection, materials processing or solid waste management or to implement an evaluation of a program operated under this Contract, CONTRACTOR shall enter into good faith negotiation with the City of Beverly to determine procedures, equipment, and costs (if any) required to implement the program(s). CONTRACTOR shall participate in good faith in implementation and operation of pilot and evaluation program(s) as mutually agreed to with the City of Beverly.

In the event that CONTRACTOR desires to implement a pilot program(s) to test new developments in collection, materials processing, or solid waste management, CONTRACTOR shall provide the City of Beverly with written notice not less than 30 calendar days prior to the implementation date. CONTRACTOR shall not implement such program(s) without the City of Beverly's prior written approval.

# **SECTION VI: ADDITIONAL REQUIREMENTS FOR COLLECTION SERVICES**

## **A. PREVAILING WAGE RATES**

At a minimum, prevailing wage rates shall apply for services provided by the Contractor. Current applicable rates, as determined by the Division of Occupational Safety, are provided in Exhibit C.

## **B. EMPLOYEE APPEARANCE AND CONDUCT**

### **B.1 Employee Uniforms**

The CONTRACTOR must furnish each collector with an appropriate uniform identifying him or her as an employee of the CONTRACTOR. The uniform need not be a complete set of clothing but must be sufficient to ensure easy identification. The CONTRACTOR'S employees are required to wear the uniform at all times while on duty. All collection employees must wear a reflective safety vest

with the name of the Company affixed. Regardless of uniform, shirts must be worn at all times. The City of Beverly reserves the right to approve the uniform furnished by the CONTRACTOR.

## **B.2 Employee Conduct**

All CONTRACTOR personnel must maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind. The CONTRACTOR must direct its employees to avoid loud and/or profane language at all times during the performance of duties. The CONTRACTOR must remove any employee of the CONTRACTOR who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous from service under this contract.

## **C. COLLECTION SUPERVISION**

### **C.1 Identification of Key Personnel**

The CONTRACTOR shall have key personnel who shall remain responsible for maintaining the contract throughout the period of the contract. The CONTRACTOR shall provide the name(s) and qualifications of the key personnel, as well as address and telephone number(s).

It shall be the CONTRACTOR'S responsibility to provide the MUNICIPALITY with at least one (1) week notice in advance of any change of key personnel. In the event of a change, the replacement must have qualifications equal or better than the prior key personnel.

### **C.2 Collection Supervision**

CONTRACTOR shall provide one Route Supervisor for the entire daily collection route(s). Route Supervisor(s) shall oversee effective completion of the entire daily collection activities on each route. If all routes are not completed, the Route Supervisor shall inform the City of Beverly of the routes that are not completed and inform the City of Beverly when the routes shall be completed. Each Supervisor must have a device which shall allow instant communications between the Supervisor and a designated representative of the City of Beverly.

Each collection vehicle shall be equipped with a device to allow instant communications between the collection vehicle, the Contractor's office, and the Route Supervisor.

Communication between the successful contractor(s) and the City of Beverly is essential for seamless delivery of collection services. Using state of the art photographic technology, the CONTRACTOR will photographically capture problem stops via that technology to share with the City of Beverly for determining appropriate resolution to such problems. The forgoing is intended to enhance communication between the drivers, the route supervisor and, when appropriate, with the City of Beverly, and in no way is to undermine to role of the route supervisor in the performance of his responsibilities.

## **D. REPORTS AND RECORD KEEPING**

### **D.1 Weight Receipts**

The CONTRACTOR shall provide on a monthly basis to the City of Beverly certified weight receipts for all materials collected each day during the month by the CONTRACTOR in the collection sector.

Weight slips must contain gross, net and tare weights, truck number, and the date and time of the weight slip. All information on weight slips must be legible. Weights must be obtained from certified scales approved by the City of Beverly. Weight slips must specify either trash or recyclables.

False or altered weight slips shall be cause for contract default and cause for contract termination. The CONTRACTOR must provide to the City of Beverly reasonable verification the City of Beverly's recycled tonnage in each fiscal year has been recycled.

## **D.2 Monthly Status Reports**

The CONTRACTOR shall submit monthly reports for the length of the contract period commencing upon contract signing. These reports shall be due within ten working days from the end of the month. The CONTRACTOR shall not receive its monthly compensation until all items required in the report are submitted to the City of Beverly. At a minimum, the reports shall include:

- Summaries of tonnages of all materials collected,
- Summaries of weight of any materials collected under the recyclables contract and disposed of due to contamination,
- Status of all complaints forwarded to the CONTRACTOR by official City of Beverly letter during the month including, but not limited to: replacement of containers; employee misconduct; and, CONTRACTOR responses to citizen's damage claims; and,
- Description of progress in meeting any newly implemented program, including any problems encountered and how they were resolved.
- Summaries of CRT'S and White Goods Collected.

## **D.3 Annual Reports for Recyclables**

The CONTRACTOR shall provide year-end annual reports for each year the contract is in operation. These reports will be due within 30 days after the end of each fiscal year.

At a minimum, the reports shall include:

- A collated summary of the recycling tonnages collected as contained in the monthly reports, and a summary of participation rates and recovered materials for the year;
- A discussion of public awareness activities and their impact on participation and recovered volumes; and,
- A discussion of highlights and problems and measures taken to resolve problems and increase efficiency and household participation.

The Contractor must provide to the City reasonable verification that the City's Recycled Tonnage in each fiscal year has been recycled.

## **E. INSPECTIONS**

The City of Beverly reserves the right to inspect the facilities, equipment, personnel and operations of the CONTRACTOR with or without advance notice to assure itself of the appearance, sound business operations and compliance with contractual provisions of the contract.

The City of Beverly reserves the right to review the records kept of the materials collected under the terms of the contract.

## **F. PERFORMANCE REVIEW**

At the City of Beverly's sole discretion, with 30 days written notification to the CONTRACTOR, the City of Beverly may conduct a performance review, which may include a public hearing at which CONTRACTOR shall be present, to review CONTRACTOR'S performance and quality of service and to provide for evaluation of technological and regulatory changes and their effect on the services provided under this contract. The reports required by this agreement, including but not limited to those regarding customer complaints, may be utilized as a basis for review. Such reviews and/or

hearings shall be scheduled by the City of Beverly at its discretion throughout the term of this agreement.

Within 30 days after conclusion of any such review and/or hearing, the City of Beverly will issue a report on the adequacy and quality of CONTRACTOR performance. If a review not involving a public hearing is conducted, CONTRACTOR shall be provided an opportunity to meet and confer with City of Beverly staff prior to issuance of the performance report.

## **G. MEETINGS AND COMMUNICATIONS**

In order to minimize problems during contract implementation, and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and to adopt communications procedures as follows:

Telephone and Facsimile Message Machine Access. Both parties agree to have their telephone lines staffed during normal City of Beverly City Hall hours of operation, in addition, Contractor shall also have their telephone line staffed every Monday through Friday (excluding City of Beverly holidays) from 7 A.M. to 5 P.M. If so directed by the City of Beverly, the CONTRACTOR shall provide a dedicated telephone line to receive City of Beverly messages. Both parties shall have facsimile message machines which must remain operational 24 hours a day.

Electronic Transmission of Customer Information, Service Complaints, and Monthly Reports. Wherever possible, the electronic transmission of data will be utilized and both parties agree to cooperate in the exploration of electronic data transmission opportunities.

Meetings During the Implementation Phase. The period from the date of contract signing by the CONTRACTOR until the last time the City of Beverly receives collection services (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent bases as may be mutually agreeable. The primary purposes of such meetings shall be to discuss the CONTRACTOR'S Implementation Plan, to evaluate progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.

Meetings After the Implementation Phase. After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed upon, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one representative to each meeting. The City of Beverly shall send to each meeting at least one representative. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its Lead Representative.

A Lead Representative shall have the authority but not the obligation to enter into binding agreements, on behalf of the party represented, concerning the following types of service-related matters:

- Container placement
- Customer complaints about missed collections, spilled materials, or employee conduct
- CONTRACTOR complaints about Utility enforcement of regulations
- Responsibility for damage to or theft of containers
- Container delivery problems
- Promotion, public information and public relations

Meeting Location and Format. Meetings during the Implementation Phase will be held at the offices of the City of Beverly unless otherwise agreed. Meetings held after the Implementation Phase will be

held at the offices of the City of Beverly or a location agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal Beverly City Hall business hours.

## **SECTION VII: COMPENSATION**

### **A. INVOICING AND PAYMENT**

CONTRACTOR shall invoice City of Beverly for collection services at the end of each month of service. CONTRACTOR shall submit to City of Beverly an invoice within fifteen (15) working days of the last day of each month for payment of service performed under this Contract. The monthly invoice shall be one-twelfth of the annual contract price for the Fiscal Year.

### **B. COMPENSATION FOR ADDITIONAL SERVICES**

The City of Beverly shall pay CONTRACTOR for emergency services performed pursuant to Section V c. of this Contract at a mutually agreed upon rate. In the event of a dispute between the parties regarding the proposed emergency services rate, the parties shall first attempt to resolve the dispute by mediation and, if unresolved after 60 days, the dispute shall be submitted to binding arbitration to the American Arbitration Association. The City of Beverly shall not compensate CONTRACTOR for collection of overflow material.

### **C. ADJUSTMENTS TO PAYMENT**

In the event that CONTRACTOR fails to provide services as required under this contract, CONTRACTOR shall reimburse the City of Beverly for any costs incurred by the City of Beverly to provide such services plus all administrative costs incurred by the City of Beverly.

### **D. WITHHOLDING OF MONTHLY PAYMENT**

In the event CONTRACTOR fails to perform in accordance with the terms of this contract, the City of Beverly may, in addition to any other remedies provided by law or this contract, withhold the monthly payment(s) otherwise due from the City of Beverly to CONTRACTOR. The City of Beverly may withhold such payments until such time as CONTRACTOR performs in accordance with this contract.

## **SECTION VIII: GENERAL TERMS AND CONDITIONS**

### **A. CONTRACT TERM AND RENEWAL PROVISIONS**

#### **A.1 Term**

The term of this contract shall be from July 1, 2013 to June 30, 2018, or until otherwise terminated pursuant to Section VIII.N. Contract obligations beyond one year are subject to annual appropriation.

#### **A.2 Amendment**

This contract may be amended, modified or extended only by written agreement duly authorized by CONTRACTOR and the City of Beverly and executed by their authorized representatives.

## **B. COMPLIANCE WITH LAWS AND REGULATIONS**

### **B.1 Applicable Laws and Regulations**

CONTRACTOR agrees that, in performance of work and services under this contract, CONTRACTOR shall qualify under and comply with any and all federal, State and local laws and regulations now in effect, or hereafter enacted during the term of this contract, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

### **B.2 Permits and Licenses**

CONTRACTOR, at its sole cost and expense, shall maintain throughout the term of this contract all permits, licenses and approvals necessary or required for CONTRACTOR to perform the work and services necessary pursuant to this contract.

### **B.3 Laws to Govern**

This contract is entered into and is to be performed in the Commonwealth of Massachusetts. The City of Beverly and the CONTRACTOR agree that the law of the Commonwealth of Massachusetts shall govern the rights, obligations, duties and liabilities of the parties to this contract and shall govern the interpretation of this contract.

## **C. FAIR LABOR PRACTICES**

### **C.1 Equal Employment Opportunity and Nondiscrimination**

The City of Beverly has a firm commitment to affirmative action and equal employment opportunity; CONTRACTOR shall not discriminate against applicants or employees on the grounds of race, sex, sexual orientation, color, religious creed or national origin in any phase of the employment process or in any conditions of employment.

### **C.2 Wage Rates**

All service provided by CONTRACTOR pursuant to this contract must be in compliance with Massachusetts General Laws Chapter 149, Section 26 through 27F pertaining to prevailing wage rate minimums as determined by the Department of Labor and Industries. Current prevailing wage rates are listed in Exhibit C.

## **D. SUBCONTRACTORS**

CONTRACTOR is engaged as an independent CONTRACTOR and shall be responsible for any federal, state and local taxes and fees applicable to payments hereunder. The CONTRACTOR shall not subcontract its work under the contract, in whole or in part, without first requesting and receiving the prior written approval of the City of Beverly regarding each Subcontractor, including any change in Subcontractor. CONTRACTOR shall fully describe the Subcontractor's responsibilities and shall provide other information with respect to such subcontracts as the City of Beverly may require. Subcontracting approval of Subcontractors shall be at the sole discretion of the City of Beverly.

CONTRACTOR shall submit written request for approval of Subcontractors no later than fifteen (15) days prior to the effective date of such subcontract and shall provide MUNICIPALITY with the name, address and phone number of the Subcontractor's offices and the name of the individual responsible for the work being performed for CONTRACTOR.

CONTRACTOR shall require any approved Subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the CONTRACTOR as specified in the contract. Notwithstanding City of Beverly approval of a Subcontractor, CONTRACTOR shall remain obligated for full performance hereunder, and the City of Beverly shall incur no obligation other than its obligations to the CONTRACTOR hereunder. CONTRACTOR agrees that if Subcontractors are employed in the

performance of this Contract, CONTRACTOR and its Subcontractors shall provide Worker's Compensation Insurance coverage to all employees.

CONTRACTOR and its Subcontractors and employees are not employees of the City of Beverly and are not eligible for any benefits through the City of Beverly, including without limitation, Federal Social Security, health benefits, worker's compensation, unemployment compensation, and retirement benefits.

#### **E. ASSIGNMENT OF CONTRACT**

CONTRACTOR shall not assign the Contract nor any part thereof, sublet or delegate it nor any part thereof, or assign any monies due or to become due to CONTRACTOR there under or any other rights against MUNICIPALITY without previous written consent of MUNICIPALITY.

CONTRACTOR shall be solely responsible for the provision of services under this Contract. CONTRACTOR shall be responsible for the acts and omissions of its Subcontractors, if any, and all persons directly or indirectly employed by CONTRACTOR or Subcontractors in connection with the work.

#### **F. INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR shall indemnify and hold harmless the City of Beverly from and against any and all costs, loss, expense, liability damages, or claims for damage arising or resulting from any work by CONTRACTOR, including attorney's fees, expenses and costs of defending any action on account of any injury or damage to property or persons, or on account of any other action against the City of Beverly for any liability arising out of any work performed by or required of CONTRACTOR and on account of any injury (including death) to any persons or property arising from or resulting from the work provided for or performed by CONTRACTOR.

#### **G. INDEPENDENT CONTRACTOR**

In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent CONTRACTOR and not an officer, agent, servant or employee of the City of Beverly. CONTRACTOR shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, agents, employees, contractors or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to City of Beverly employees and CONTRACTOR expressly waives any to acquire such benefits.

#### **H. SEVERABILITY**

Should one or more of the provisions of this Contract be held by any to court to invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Contract.

#### **I. PERFORMANCE AND PAYMENT BONDS.**

At the time of execution of the Contract, the CONTRACTOR shall provide to the Purchasing Agent a performance bond and a payment bond in an amount equal to one hundred percent (100%) of one fifth (20%) of the total five (5) year amount of compensation due for the Contract. The performance bond and the payment bond shall be in a form approved by the Purchasing Agent 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 the Contract. The performance bond and the payment bond shall remain in effect for the life of the

contract. Prior to the start of each successive year of the Contract (i.e., prior to July 1<sup>st</sup> of each year), evidence of performance and payment bond shall be provided to the City of Beverly.

## **J. DAMAGES**

### **J.1 Property Damage**

CONTRACTOR shall be responsible for any damage to private property caused by the CONTRACTOR'S or Subcontractor's employees during performance of this Contract. CONTRACTOR must replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the City of Beverly. Within five (5) working days of CONTRACTOR notification by a customer or the City of Beverly, of a claim of fifteen dollars (\$15.00) or less, CONTRACTOR must resolve or make a commitment to pay a theft or damage claim. Within ten (10) working days of CONTRACTOR notification by a customer or the City of Beverly, of a claim in excess of fifteen dollars (\$15.00) CONTRACTOR must deliver written documentation to the City of Beverly describing the complaint, the CONTRACTOR'S and complainant's calculation of damages and either a commitment for immediate payment by the CONTRACTOR or a clear explanation of why the CONTRACTOR disputes the complainant's claim. An Officer of the CONTRACTOR'S company must sign this written documentation.

### **J.2 Liquidated Damages**

The City of Beverly shall be entitled to assess liquidated damages against CONTRACTOR for failure to perform the following specified obligations under this Contract. CONTRACTOR acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by the City of Beverly in the event CONTRACTOR defaults on any of the following specified obligations. The City of Beverly shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to CONTRACTOR as a credit or offset of such amount. Every effort to resolve performance issues will be exhausted prior to imposing penalties. All damages may be deducted by the City from any payment then or thereafter due to the Contractor.

#### **1. Collection Failures.**

If the CONTRACTOR fails to collect municipal waste material from a specific Service Recipient and this failure is reported to CONTRACTOR verbally or in writing by 12:00 noon of the day of the failure to collect, CONTRACTOR may be liable for liquidated damages of fifty dollars (\$50.00) for each occurrence if the material is not collected by 5:00 pm of the day of the failure to collect. If CONTRACTOR fails to collect recyclable material from a specific Service Recipient and this failure is reported to CONTRACTOR after 12:00 noon of the day of the failure to collect, CONTRACTOR may be liable for liquidated damages of fifty dollars (\$50.00) for each occurrence if the material is not collected by 12:00 noon of the day following the day of the failure to collect.

If the missed collection of any Service Recipient is not corrected, in addition to the liquidated damages described above, liquidated damages of fifty dollars (\$50.00) for each occurrence may be levied for each calendar day the failure to collect is not corrected. Failure to collect acceptable materials from five (5) or more adjoining locations on the same day as the regular collection route or by Noon of the following day will result in liquidated damages of five hundred (\$500.00) per occurrence.

#### **2. Container Placement.**

If CONTRACTOR fails to empty the Service Recipient's Recycling or Refuse Container thoroughly, or leaves the container anywhere but where it was originally located, or does not place it upside down on the curb so as to not obstruct the sidewalk or right-of-way, CONTRACTOR may be liable for liquidated damages of twenty-five dollars (\$50.00) for each violation. This liquidated damage will not be assessed if the sidewalk, driveway, or right-of-way is the only site to place the bin.

#### **3. Willful Mishandling Bin/Container.**

Liquidated damages of fifty dollars (\$50.00) for each occurrence may be assessed if the collector willful mishandles Recycling or Refuse Container, even if the collection was made.

4. Contaminated Recyclables or Improper Packaging.

If CONTRACTOR does not collect recyclables because of contaminated or improperly packaged material(s), failure to leave a notice that CONTRACTOR is rejecting material(s) may result in liquidated damages of fifty dollars (\$50.00) per Service Recipient, per occurrence.

5. Damage Claims.

a. Liquidated damages of fifty dollars (\$100.00) may be assessed if CONTRACTOR fails to resolve or make a commitment to pay a theft or damage claim for an amount that is less than fifteen dollars (\$15.00) within five (5) business days of receiving the complaint.

b. Liquidated damages also may be assessed if CONTRACTOR does not address complaints about damage or theft to private property in an amount that is greater than fifteen dollars (\$15.00) in a complete and timely manner.

c. Failure of CONTRACTOR to respond with properly completed documentation of damage or theft complaints to the MUNICIPALITY within ten (10) days after notification of the complaint may result in liquidated damages of fifty dollars (\$100.00) per day until paid or until the City of Beverly receives a response.

6. Submission of Reports.

Failure to provide any reports in a complete, accurate manner, and by the date and time due may result in liquidated damages of fifty dollars (\$100.00) per report. Liquidated damages of ten dollars (\$10.00) per day, for each calendar day that the reports are late, may be assessed for late reports.

7. Delays and Breakdowns.

Failure to inform the City of Beverly within one (1) hour of learning of a route deviation, truck change, or delay or breakdown on an individual route may result in liquidated damages of one-hundred dollars (\$100.00) per occurrence.

8. Traffic Laws

Continued Violation of traffic laws, ordinance or regulation during collection and haul after written notice to correct from the City of Beverly (\$250.00) per occurrence.

9. Customer Service Information.

Failure to prepare and distribute the education and promotional materials within the time required in Section V. A, will result in liquidated damages of one hundred dollars (\$100.00) per day.

10. Gratuities.

Liquidated damages of five hundred dollars (\$500.00) per occurrences may be assessed if employees solicit, request, or receive gratuities of any kind.

11. Safety Equipment.

Failure of employee to wear a reflective safety vest may result in liquidated damages of fifty dollars (\$50.00) per occurrence.

12. Routes and Truck Assignments.

If CONTRACTOR fails to comply with the assigned route schedule, does not complete routes on time, or does not provide sufficient equipment to cover each of the routes, liquidated damages in the amount of five-hundred dollars (\$500.00) per day, per route may be assessed.

13. Spilled Materials.

If CONTRACTOR fails to immediately pick-up spilled materials, in addition to any fines levied, liquidated damages in the amount of one hundred dollars (\$150.00) per incident may be assessed. Failure to promptly – within 2 hours- Pick up waste spilled during haul in City or out-side City boundaries if the City receives a complaint of such spill. \$500.00.

14. Telecommunication Requirements.

a. If CONTRACTOR fails to provide local phone lines to receive calls from customers and/or fails to provide a local phone line and facsimile line to receive calls from City of Beverly, liquidated damages of two-hundred-fifty dollars (\$250.00) per day, per phone/facsimile line may be assessed.

b. If the CONTRACTOR fails to provide one (1) device, which shall have the ability to allow instant communication between CONTRACTOR'S manager and the City of Beverly, liquidated damages of two-hundred-fifty dollars (\$250.00) per day may be assessed.

15. Service Interruptions.

If CONTRACTOR suspends or interrupts the regular collection unless given prior approval by the City of Beverly, liquidated damages of one thousand dollars (\$1,000.00) per day may be assessed.

16. Employee Misconduct.

If during the performance of their duties, the CONTRACTOR'S employee(s) engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, under the influence of illegal drugs, or discourteous, CONTRACTOR is liable for liquidated damages of fifty dollars (\$50.00) per employee, per occurrence.

17. Complaints-Employee Behavior.

If a complaint about employee behavior is made by a customer or the City of Beverly, and CONTRACTOR fails to supply the City of Beverly with a verbal report within two (2) hours and a written report by 12:00 noon, the following day, of the action taken by CONTRACTOR, the City of Beverly may assess liquidated damages of fifty dollars (\$50.00) per day, per occurrence until the report is received.

18. Other Use of a Collection Vehicle.

Use of a collection vehicle marked "City of Beverly" for the collection and/or haul of materials other than under the provisions of the Contracts, or otherwise combining such out-of-City materials with materials collected under this contract will result in liquidated damages of ten thousand dollars (\$10,000.00) per occurrence.

19. Improper Disposal of Designated Recyclables.

Disposing of as trash, those Designated Recyclables properly set out. \$500.00 per occurrence, \$5,000 per truckload.

20. Beginning any single collection route prior to 7:00 a.m. or finishing after 5:00 p.m. without the prior consent of the City (\$250.00) per day, per truck may be assessed.

21. Vehicle Condition

Failure to maintain vehicles in a clean condition one-hundred-fifty dollars (\$150.00) per occurrence.

22. Vehicle

Use of unmarked or uninspected collection vehicles. five-hundred-dollars (\$500.00) per occurrence.

23. Weight Slips

Submitting weight slips for materials not collected through this contract, Five-thousand- dollars (\$5000.00) per weight slip.

24. Cumulative

The City may impose any or all assessments of damage for any and all occurrences

## **K. CONTRACTOR DEFAULT**

If the City of Beverly intends to seek a declaration of default, the City of Beverly shall first provide CONTRACTOR and CONTRACTOR'S surety written notice specifying the nature of the alleged default(s). CONTRACTOR and its surety shall have one calendar day from receipt of default notice to commence cures or to contest declaration of default in written reply to the City of Beverly. If

CONTRACTOR makes timely contest of declaration of default for abandonment, CONTRACTOR and its surety shall have one calendar day from receipt of default notice to cure or commence cure of default(s).

If CONTRACTOR and Contractor's surety each fail to cure or commence cure within the required time after receipt of default notice, the City of Beverly may, subject to surety's rights under the Bond, declare CONTRACTOR to be in default. The City of Beverly shall provide CONTRACTOR and surety with written notice of declaration of default. On written declaration of default, the City of Beverly may proceed to take over some or all of CONTRACTOR'S work. If CONTRACTOR or its surety wishes to contest the City of Beverly's declaration of default, contestant must provide written notice of its intent to contest the declaration of default within one calendar day of receiving the declaration or default. Failure to provide such written notice shall constitute a waiver of any defense to the declaration of default. If CONTRACTOR or its surety properly contests the declaration of default, the contestant and the City of Beverly shall seek resolution of the dispute through a declaratory judgment or other action, on an expedited basis, in a court of competent jurisdiction.

In the event the City of Beverly makes a declaration that CONTRACTOR is in default under this Contract, the City of Beverly may, without relieving or waiving Contractor's obligations to perform under this Contract, make such payments or perform such acts as the City of Beverly deems necessary to provide such service. CONTRACTOR shall reimburse the City of Beverly for any payments made or costs incurred by the City of Beverly to provide such services during any period CONTRACTOR fails to perform such services. The City of Beverly may deduct the amount of such reimbursement from sums otherwise due to CONTRACTOR under this Contract.

#### **L. SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto; provided, however, this provision shall not be deemed to authorize the assignment or other transfer of this Contract which may only be accomplished as expressly provided in this Contract.

#### **M. BUY OUT CLAUSE**

If, in the event the CONTRACTOR sells transfers or relinquishes, whether voluntarily or by operation of law, his ownership interest in the corporation, partnership or proprietorship identified under this agreement, this Contract shall terminate unless the City of Beverly has granted prior written consent, which shall not be unreasonably withheld. CONTRACTOR shall promptly notify the City of Beverly of any actual or proposed change in, transfer of, or acquisition by another party of control of said corporation, partnership, or proprietorship. For purpose of this Contract, the word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. Any approval by the City of Beverly of transfer or ownership or control shall be contingent upon the prospective controlling party becoming a signatory to this Contract and otherwise complying with all the terms and conditions herein. No sale, transfer, or acquisition by another party of control of said corporation, partnership, or proprietorship shall be approved unless the prospective controlling party submits a performance bond and a payment bond satisfactory to the City of Beverly and in the amount specified under this Contract.

#### **N. TERMINATION**

The CONTRACTOR'S right to perform this contract may be terminated by the City of Beverly in the event the City of Beverly finds the CONTRACTOR to be in default for non-performance. Thereafter, the City of Beverly may have the service performed by others and the CONTRACTOR agrees to accept liability for all costs to the City of Beverly in excess of the contract price for the remaining portion of the contract.

The City of Beverly may terminate this Contract immediately upon written notice to the CONTRACTOR in the event CONTRACTOR fails to provide and maintain the bonds required by this

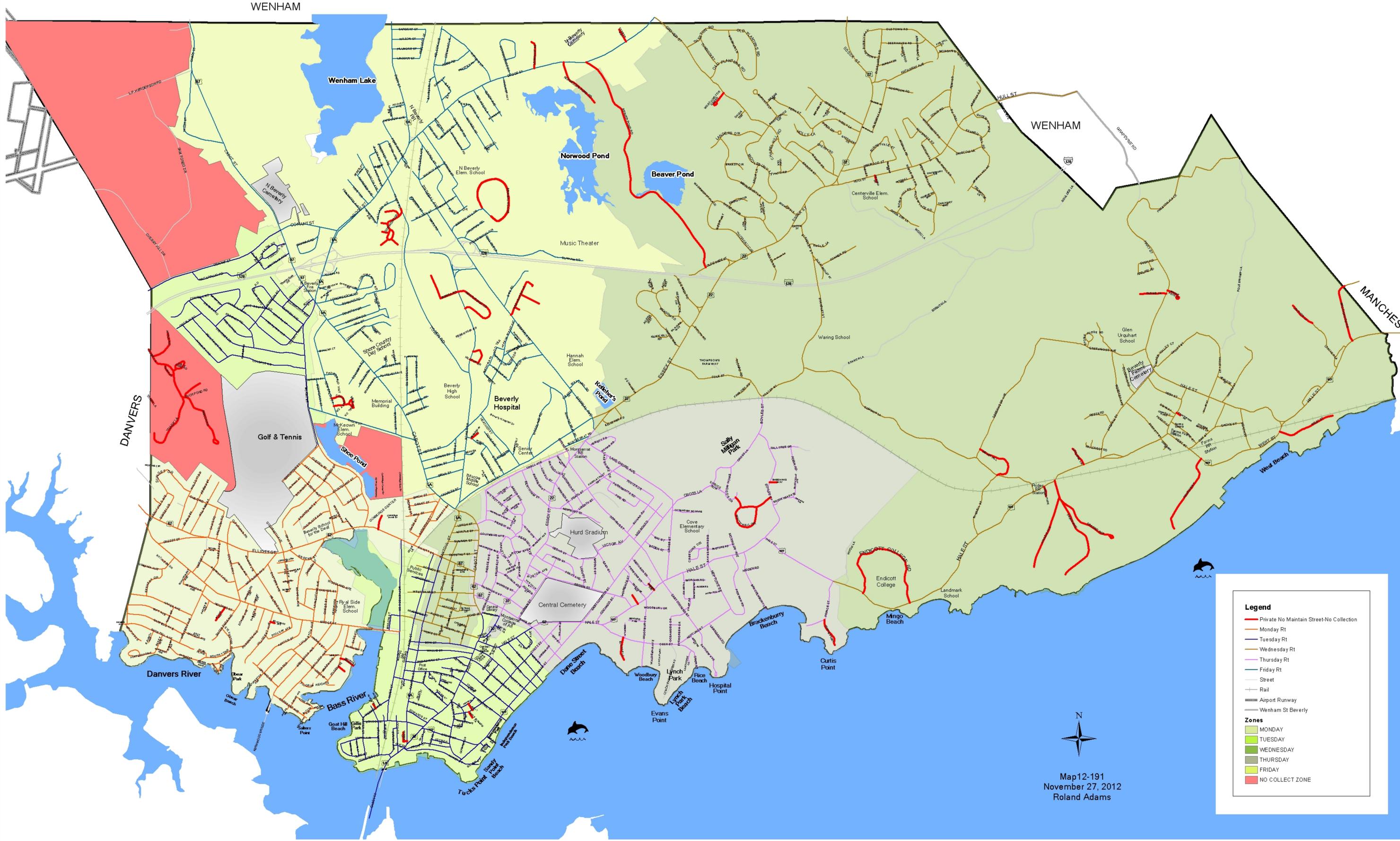
contract, CONTRACTOR fails to obtain or maintain the insurance policies and endorsements required by this contract, or CONTRACTOR fails to provide the proof of insurance required by this Contract. Contracts are subject to and conditioned upon appropriation by the City.

The City of Beverly may terminate this Contract upon thirty (30) calendar days written notice to CONTRACTOR if the City of Beverly fails to appropriate funds for this contract.

The City of Beverly has the right to terminate the contract without cause provided that City of Beverly provides CONTRACTOR with 90 days notice, and that the City of Beverly pay all costs under this contract up until the date of termination.

# Exhibit A-Map of Service Area

# City of Beverly Trash Pickup Map



**Legend**

- Private No Maintain Street-No Collection
- Monday Rt
- Tuesday Rt
- Wednesday Rt
- Thursday Rt
- Friday Rt
- Street
- Rail
- Airport Runway
- Wenham St Beverly

**Zones**

- MONDAY
- TUESDAY
- WEDNESDAY
- THURSDAY
- FRIDAY
- NO COLLECT ZONE

Map12-191  
November 27, 2012  
Roland Adams

## EXHIBIT B – SERVICE RECIPIENTS

**Street Listings and Collection Schedule:**

**All Single-Family Residential Units, Multi-Family Residential Units, Specified Small Commercial Businesses**  
**An \* Denotes Residents who must present trash and recycling to end of street for collection**

| Day<br>of<br>week | Street                       | Collection Day |
|-------------------|------------------------------|----------------|
| 2                 | Abbott Street                | Tuesday        |
| 5                 | Access Road                  | Friday         |
| 1                 | Adams Avenue                 | Monday         |
| 3                 | Adeline Road                 | Wednesday      |
| 2                 | Agate Street                 | Tuesday        |
| 3                 | Aileen Way                   | Wednesday      |
| 6                 | Airport Rd / LP Henderson Rd | No Pick-Up     |
| 5                 | Albany Circle                | Friday         |
| 3                 | Alcann Road                  | Wednesday      |
| 3                 | Alcott Way                   | Wednesday      |
| 4                 | Alden Road                   | Thursday       |
| 5                 | Ames Street                  | Friday         |
| 2                 | Amherst Road                 | Tuesday        |
| 3                 | Ancient Rubbly Way           | Wednesday      |
| 2                 | Andover Road                 | Tuesday        |
| 2                 | Apple Blossom Lane           | Tuesday        |
| 6                 | Apple Road                   | No Pick-Up     |
| 4                 | Appleton Avenue              | Thursday       |
| 3                 | Arbella Drive                | Wednesday      |
| 3                 | Aricia Lane                  | Wednesday      |
| 5                 | Arlington Avenue             | Friday         |
| 2                 | Arlington Court              | Tuesday        |
| 3                 | Arrow Head Lane              | Wednesday      |
| 3                 | Arthur Street                | Wednesday      |
| 2                 | Arthur Street Court          | Tuesday        |
| 3                 | Ash Street                   | Wednesday      |
| 3                 | Ashland Street               | Wednesday      |
| 1                 | Ashton Street                | Monday         |
| 3                 | Aston Way                    | Wednesday      |

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| Atherton Street      | Wednesday |  |
| Atlantic Avenue      | Tuesday   |  |
| Auburn Road          | Friday    |  |
| Avalon Avenue*       | Wednesday |  |
| Bailey Avenue        | Monday    |  |
| Baker Avenue         | Thursday  |  |
| Balch Street         | Friday    |  |
| Balsam Drive         | Wednesday |  |
| Bancroft Avenue      | Tuesday   |  |
| Bartlett Street      | Tuesday   |  |
| Bass River Road      | Tuesday   |  |
| Bass Street          | Monday    |  |
| Bates Park Avenue    | Monday    |  |
| Bathing Beach Lane   | Monday    |  |
| Bay Street           | Thursday  |  |
| Bayberry Lane        | Friday    |  |
| Bayview Avenue       | Thursday  |  |
| Beach Street         | Wednesday |  |
| Beacon Street        | Tuesday   |  |
| Beatrice Road        | Friday    |  |
| Beaver Pond Road*    | Wednesday |  |
| Beaver Street        | Friday    |  |
| Beckford Street      | Monday    |  |
| Belmont Street       | Monday    |  |
| Bennett Street       | Monday    |  |
| Berkeley Avenue      | Friday    |  |
| Berkeley Street      | Friday    |  |
| Berrywood Lane       | Friday    |  |
| Bertha Avenue        | Monday    |  |
| Bertram Street       | Thursday  |  |
| Beverly Hills Avenue | Monday    |  |
| Beverly Hills Place  | Monday    |  |
| Big Rock Lane        | Friday    |  |
| Birch Woods Drive    | Thursday  |  |
| Bisson Street (1-74) | Thursday  |  |

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| Bisson Street (83-end)      | Thursday  |
| Blaine Avenue               | Friday    |
| Blake Street                | Monday    |
| Boden Street                | Thursday  |
| Bonad Street                | Thursday  |
| Bosworth Street             | Friday    |
| Bouchard Street             | Monday    |
| Boulder Lane                | Wednesday |
| Bow Street (even #)         | Tuesday   |
| Bow Street (odd #)          | Wednesday |
| Boxwood Lane                | Wednesday |
| Boyden Avenue               | Thursday  |
| Boyden Street               | Wednesday |
| Boyles Street               | Thursday  |
| Brackenbury Lane            | Thursday  |
| Branch Lane                 | Wednesday |
| Brandt Circle               | Wednesday |
| Bresnahan Court             | Friday    |
| Bridge Street               | Monday    |
| Bridle Path Lane*           | Wednesday |
| Brimbal Avenue              | Friday    |
| Brimbal Hill Drive          | Friday    |
| Briscoe Street              | Tuesday   |
| Broadway                    | Tuesday   |
| Brookhead Avenue            | Thursday  |
| Brooks Circle               | Thursday  |
| Brookwood Road              | Wednesday |
| Broughton Drive             | Friday    |
| Brown Street                | Tuesday   |
| Budleigh Avenue             | Friday    |
| Burley Street               | Wednesday |
| Burnside Drive*             | Wednesday |
| Burton Avenue               | Thursday  |
| Butman Street               | Thursday  |
| Butterworth Road            | Friday    |
| Cabot Street (1-273)        | Tuesday   |
| Cabot Street (278-385)      | Wednesday |
| Cabot Street (298-366 even) | Thursday  |
| Cabot Street (391-443)      | Friday    |
| Canterbury Circle           | Wednesday |
| Carleton Avenue             | Monday    |
| Carriage House Circle*      | Thursday  |

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| Carver Street          | Monday     |
| Cavendish Square       | Thursday   |
| Cedar Street           | Thursday   |
| Central Court          | Tuesday    |
| Central Street         | Tuesday    |
| Chanticleer Drive*     | Wednesday  |
| Chapel Hill Road       | Wednesday  |
| Chapman Corner         | Thursday   |
| Chapman Place          | Wednesday  |
| Chapman Street         | Wednesday  |
| Chapman Terrace        | Wednesday  |
| Charles Street         | Friday     |
| Charnock Street        | Thursday   |
| Chase Street           | Wednesday  |
| Chase Terrace          | Monday     |
| Cherry Hill Drive      | No Pick-Up |
| Cherry Road            | Wednesday  |
| Chestnut Park          | Wednesday  |
| Chestnut Street        | Wednesday  |
| Chipman Road           | Friday     |
| Chubbs Brook Lane      | Wednesday  |
| Church Street          | Tuesday    |
| Clark Avenue           | Thursday   |
| Cleveland Road         | Monday     |
| Cliff Street           | Tuesday    |
| Clifford Avenue        | Thursday   |
| Clifton Avenue         | Tuesday    |
| Clipper Way            | Wednesday  |
| Cobblers Lane          | Wednesday  |
| Cogswell Avenue        | Wednesday  |
| Colby Road             | Tuesday    |
| Cole Street            | Wednesday  |
| Colgate Road           | Tuesday    |
| College Lane           | Friday     |
| Columbia Road          | Friday     |
| Colon Street           | Friday     |
| Colonial Road          | Friday     |
| Columbus Avenue        | Thursday   |
| Common Lane            | Wednesday  |
| Conant Street (5-30)   | Friday     |
| Conant Street (47-132) | Tuesday    |
| Concord Terrace        | Friday     |

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| Congress Street        | Tuesday   |
| Conifer Way            | Friday    |
| Conner Road            | Wednesday |
| Connolly Place         | Wednesday |
| Converse Court         | Wednesday |
| Conway Street          | Monday    |
| Coolidge Avenue        | Monday    |
| Coolidge Court         | Monday    |
| Cornell Road           | Tuesday   |
| Corning Street         | Thursday  |
| Cottage Lane           | Tuesday   |
| Country Drive          | Friday    |
| County Way             | Monday    |
| County Way Extension   | Tuesday   |
| Court Street           | Tuesday   |
| Cove Avenue            | Monday    |
| Cox Court              | Tuesday   |
| Creek Street           | Tuesday   |
| Crescent Avenue        | Monday    |
| Crescent Court         | Monday    |
| Cressy Street          | Monday    |
| Crestline Circle       | Thursday  |
| Crosby Ave             | Friday    |
| Cross Lane             | Thursday  |
| Cross Street           | Thursday  |
| Cumnock Street         | Wednesday |
| Curtis Point*          | Thursday  |
| Dane Street (53-74)    | Thursday  |
| Dane Street (6-38)     | Thursday  |
| Dartmouth Street       | Tuesday   |
| Davis Road             | Monday    |
| Davis Street           | Tuesday   |
| Dearborn Avenue        | Friday    |
| Deerhaven Road         | Wednesday |
| Desmond Road           | Wednesday |
| Devon Avenue           | Friday    |
| Dickinson Way          | Wednesday |
| Dipalma Court          | Friday    |
| Dix Way                | Wednesday |
| Doane Avenue           | Monday    |
| Dock Lane              | Monday    |
| Dodge Street (132-end) | Friday    |

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| Dolloff Avenue          | Monday    |
| Dondi Road              | Wednesday |
| Douglas Avenue          | Tuesday   |
| Driscoll Lane           | Wednesday |
| Dunham Road             | Friday    |
| Dyer Road               | Wednesday |
| Eagle Lane              | Wednesday |
| East Corning Street     | Thursday  |
| East Garfield Avenue    | Monday    |
| East Street             | Thursday  |
| Eastern Avenue          | Monday    |
| Eaton Avenue            | Monday    |
| Echo Avenue             | Monday    |
| Edgewood Road           | Friday    |
| Edwards Street          | Tuesday   |
| Eisenhower Avenue       | Thursday  |
| Eleanor Avenue          | Monday    |
| Elizabeth Avenue        | Monday    |
| Ellingwood Court        | Tuesday   |
| Elliott Street (2-54)   | Wednesday |
| Elliott Street (86-end) | Monday    |
| Ellsworth Avenue        | Tuesday   |
| Elm Street              | Tuesday   |
| Elm Top Lane*           | Thursday  |
| Elnew Avenue            | Friday    |
| Emerson Circle          | Wednesday |
| Endicott Street         | Tuesday   |
| Enon Street             | Friday    |
| Essex Avenue            | Wednesday |
| Essex Street (1-28)     | Tuesday   |
| Essex Street (223-501)  | Wednesday |
| Essex Street (36-191)   | Thursday  |
| Essex Street (502-end)  | Wednesday |
| Evelyn Road             | Wednesday |
| Everett Street          | Wednesday |
| Evergreen Drive         | Thursday  |
| Exeter Road             | Tuesday   |
| Fairview Avenue         | Monday    |
| Farms Lane*             | Wednesday |
| Fayette Street          | Tuesday   |
| Federal Street          | Wednesday |
| Fern Street             | Wednesday |

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| Fielder Road            | Friday     |
| Fieldstone Lane         | Wednesday  |
| Filmore Street          | Friday     |
| Fitzgerald Way          | Friday     |
| Folger Avenue           | Monday     |
| Folly Pond Road         | No Pick-Up |
| Forest Street           | Wednesday  |
| Forty-Five West Street* | Wednesday  |
| Fossa Terrace           | Tuesday    |
| Foster Drive            | Thursday   |
| Foster Field            | Monday     |
| Foster Street           | Wednesday  |
| Fosters Point           | Monday     |
| Fox Hill Court          | Wednesday  |
| Franklin Place          | Tuesday    |
| Frankwood Avenue        | Friday     |
| Friend Street           | Monday     |
| Front Street            | Tuesday    |
| Gage Street             | Monday     |
| Galloupe Avenue         | Wednesday  |
| Garden Street           | Monday     |
| Gardner Street          | Thursday   |
| Garfield Avenue         | Monday     |
| Gary Avenue             | Friday     |
| Gary Court              | Friday     |
| Gateway Lane            | Wednesday  |
| Gavin Circle            | Wednesday  |
| Giddings Avenue         | Thursday   |
| Giles Avenue            | Monday     |
| Glidden Street          | Monday     |
| Goat Hill Lane          | Tuesday    |
| Goldsmith Avenue        | Monday     |
| Goodwin Road            | Wednesday  |
| Goodyear Street         | Monday     |
| Gordon Road             | Tuesday    |
| Gove Avenue             | Friday     |
| Grant Street            | Monday     |
| Gray Road               | Friday     |
| Greene Street           | Monday     |
| Greenleaf Drive         | Wednesday  |
| Greenwood Avenue        | Wednesday  |
| Gregg Street            | Monday     |

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| Groce Street             | Wednesday |
| Grove Street             | Wednesday |
| Grover Street            | Wednesday |
| Guild Road               | Monday    |
| Hale Park Avenue         | Thursday  |
| Hale Street (1-48)       | Tuesday   |
| Hale Street (323-end)    | Wednesday |
| Hale Street (49-322)     | Thursday  |
| Hancock Street           | Thursday  |
| Hardy Street             | Tuesday   |
| Harris Street            | Monday    |
| Harrison Avenue          | Thursday  |
| Hart Street              | Wednesday |
| Harwood Street           | Wednesday |
| Haskell Avenue           | Wednesday |
| Haskell Street           | Wednesday |
| Haskwood Street          | Wednesday |
| Hathaway Avenue          | Wednesday |
| Haven Estate Drive       | Wednesday |
| Haven Way                | Wednesday |
| Hawk Hill Road           | Wednesday |
| Hawthorne Street         | Thursday  |
| Hayes Avenue             | Monday    |
| Heather Street           | Friday    |
| Hellard Road             | Friday    |
| Hemlock Street           | Wednesday |
| Henderson Avenue         | Friday    |
| Herrick Street           | Friday    |
| Herrick Street Extension | Friday    |
| Hersey Avenue            | Monday    |
| Hickory Lane             | Wednesday |
| Hidden Road              | Thursday  |
| High Street              | Wednesday |
| Highland Avenue          | Tuesday   |
| Highland Terrace         | Tuesday   |
| Hill Street              | Friday    |
| Hillcrest Avenue         | Monday    |
| Hillcrest Road           | Wednesday |
| Hillside Avenue          | Monday    |
| Hobart Avenue            | Monday    |
| Holding Street           | Monday    |
| Holly Lane               | Wednesday |

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| Holmes Street         | Monday    |
| Holworthy Way         | Wednesday |
| Home Street           | Wednesday |
| Hooper Avenue         | Monday    |
| Hopkins Avenue        | Thursday  |
| Horse Hill Lane       | Wednesday |
| Hugh Hill Lane*       | Thursday  |
| Hull Lane             | Wednesday |
| Hull Street           | Wednesday |
| Hussey Avenue         | Thursday  |
| Ice House Lane*       | Wednesday |
| Independence Circle   | Wednesday |
| Indian Hill*          | Wednesday |
| Iverson Road          | Thursday  |
| Ives Street           | Tuesday   |
| Jackson Street        | Thursday  |
| Jacobs Avenue         | Monday    |
| James Street          | Thursday  |
| Jasper Street         | Tuesday   |
| Jewett Road           | Thursday  |
| Judson Street         | Wednesday |
| Juniper Street        | Wednesday |
| Juniper Valley Court* | Wednesday |
| Kathleen Drive        | Monday    |
| Kelleher Road         | Wednesday |
| Kennedy Drive         | Monday    |
| Kennel Hill Drive     | Wednesday |
| Kernwood Avenue       | Monday    |
| Kernwood Heights      | Monday    |
| King Terrace          | Friday    |
| Kinsman Street        | Friday    |
| Kitterge Street       | Friday    |
| Knowlton Street       | Thursday  |
| Lakeshore Avenue      | Thursday  |
| Lakeshore Drive       | Thursday  |
| Lakeside Avenue       | Friday    |
| Lakeview Avenue       | Friday    |
| Landers Drive         | Wednesday |
| Lanthorn Lane         | Thursday  |
| Larcom Avenue         | Thursday  |
| Laurel Street         | Friday    |
| Lawnbank Road         | Thursday  |

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| Lawrence Street             | Thursday   |
| Leather Lane                | Wednesday  |
| Lee Street                  | Monday     |
| Leech Street                | Monday     |
| Lefavour Avenue             | Thursday   |
| Lenox Street                | Wednesday  |
| Lexington Drive             | Friday     |
| Liberty Street              | Thursday   |
| Lincoln Street              | Friday     |
| Linden Avenue               | Tuesday    |
| Lindsay Avenue              | Monday     |
| Livingstone Avenue (1-58)   | Monday     |
| Livingstone Avenue (60-end) | Monday     |
| Locust Street               | Thursday   |
| Longfellow Street           | Monday     |
| Longham Road                | Friday     |
| Longmeadow Road             | Friday     |
| Longview Drive              | Friday     |
| Longwood Avenue             | Friday     |
| Lothrop Street (100-end)    | Thursday   |
| Lothrop Street (1-91)       | Tuesday    |
| Lovett Court                | Tuesday    |
| Lovett Street (1-31)        | Tuesday    |
| Lovett Street (30-88)       | Tuesday    |
| Lovett Street (87-end)      | Thursday   |
| Lowell Street               | Thursday   |
| LP Henderson Rd/Airport Rd  | No Pick-Up |
| Lyman Street                | Friday     |
| MacArthur Road              | Tuesday    |
| Madison Avenue              | Thursday   |
| Magnolia Street             | Thursday   |
| Manor Road                  | No Pick-Up |
| Maple Avenue                | Tuesday    |
| Margaret Avenue             | Monday     |
| Margin Street               | Tuesday    |
| Marion Avenue               | Monday     |
| Marjorie Way                | Wednesday  |
| Mark Road                   | Friday     |
| Marsh Avenue                | Monday     |
| Marshall Court              | Tuesday    |
| Marshall Road               | Wednesday  |
| Mason Street                | Friday     |

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| Matthies Street        | Monday     |
| May Street             | Tuesday    |
| McKay Street (1-100)   | Monday     |
| McKay Street (131-end) | Tuesday    |
| McKinley Avenue        | Thursday   |
| McPherson Drive        | Tuesday    |
| Meadow Road            | Wednesday  |
| Mechanic Street        | Wednesday  |
| Medford Street         | Friday     |
| Meeting Place Circle   | Wednesday  |
| Melvin Avenue          | Monday     |
| Michael Road           | Friday     |
| Middle Street          | Thursday   |
| Middlebury Lane        | Wednesday  |
| Mill Street            | Monday     |
| Millbrook Road         | Wednesday  |
| Miller Road            | Wednesday  |
| Milton Street          | Tuesday    |
| Montserrat Road        | Friday     |
| Monument Square        | Tuesday    |
| Moore Circle           | No Pick-Up |
| Morgan Road            | Thursday   |
| Morgan's Island Road   | Wednesday  |
| Morningside Drive      | Friday     |
| Morrison Avenue        | Thursday   |
| Moulton Court          | Tuesday    |
| Mulberry Street        | Wednesday  |
| Munroe Street          | Thursday   |
| Museum Road            | Thursday   |
| Myrtle Street          | Wednesday  |
| Nelson Avenue          | Friday     |
| Nelwood Terrace        | Friday     |
| Neptune Court          | Thursday   |
| Neptune Street         | Thursday   |
| Netherton Avenue       | Monday     |
| New Balch Street       | Friday     |
| Newbury Street         | Thursday   |
| Nicole Avenue          | Wednesday  |
| Noble Hill Road        | Wednesday  |
| Norge Road             | Friday     |
| North Place            | Wednesday  |
| Northern Avenue        | Monday     |

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| Northfield Road        | Friday     |
| Northridge Road        | No Pick-Up |
| Northwood Road         | Friday     |
| Norwood Pond Road*     | Friday     |
| Nursery Street         | Tuesday    |
| Oak Street             | Wednesday  |
| Oakhurst Road          | Friday     |
| Oakmont Road           | Friday     |
| Ober Lane              | Thursday   |
| Ober Street            | Thursday   |
| Oberlin Road           | Tuesday    |
| Ocean Street           | Tuesday    |
| Oceanside Drive        | Thursday   |
| Odell Avenue           | Thursday   |
| Old Essex Road         | Wednesday  |
| Old Essex Street       | Wednesday  |
| Old Farm Road          | Tuesday    |
| Old Fort Avenue        | Wednesday  |
| Old Planters Road      | Wednesday  |
| Old Rubbly Road        | Wednesday  |
| Old Standley Street    | Wednesday  |
| Old Town Road          | Wednesday  |
| Opal Avenue            | Monday     |
| Orchard Street         | Thursday   |
| Otis Road              | Friday     |
| Overlook Avenue        | Monday     |
| Oxford Terrace         | Tuesday    |
| Paine Avenue*          | Wednesday  |
| Palm Avenue            | Monday     |
| Palmer Road            | Friday     |
| Paradise Road          | Wednesday  |
| Paramatta Road         | Thursday   |
| Park Street            | Tuesday    |
| Parkview Avenue        | Monday     |
| Parsons Drive          | Thursday   |
| Pasture Road           | Thursday   |
| Patti Road             | Wednesday  |
| Peabody Avenue         | Thursday   |
| Pearl Street           | Thursday   |
| Pearl Street Extension | Thursday   |
| Pearson Street         | Monday     |
| Pershing Avenue        | Friday     |

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| Phillips Court           | Tuesday    |
| Phillips Street          | Tuesday    |
| Pickett Court            | Wednesday  |
| Pickett Street           | Thursday   |
| Pickman Road             | Thursday   |
| Pierce Avenue            | Thursday   |
| Pilgrim Heights          | Monday     |
| Pillow Lace Lane         | Wednesday  |
| Pine Knoll Drive         | Wednesday  |
| Pine Road                | Thursday   |
| Pinehurst Avenue         | Monday     |
| Pinewood Avenue          | Friday     |
| Piper Drive              | Wednesday  |
| Pleasant Street          | Tuesday    |
| Pole Swamp Lane          | Wednesday  |
| Pond Street              | Wednesday  |
| Porter Street            | Tuesday    |
| Porter Terrace           | Monday     |
| Powderhouse Lane         | Thursday   |
| Powers Street            | Friday     |
| Pratt Avenue             | Thursday   |
| Prescott Street          | Friday     |
| Presidential Circle      | Friday     |
| Preston Place            | Wednesday  |
| Preston Street           | Wednesday  |
| Prides Park              | Wednesday  |
| Prince Street            | Thursday   |
| Princeton Avenue         | Tuesday    |
| Priscilla Road           | Tuesday    |
| Prospect Street          | Thursday   |
| Puritan Road             | Friday     |
| Putnam Street            | Friday     |
| Quincy Park              | Tuesday    |
| Radcliff Road            | Tuesday    |
| Railroad Avenue          | Tuesday    |
| Rantoul Street (1-428)   | Tuesday    |
| Rantoul Street (436-501) | Wednesday  |
| Ray Street               | Thursday   |
| Raymond Avenue           | Friday     |
| Raymond's Lane           | No Pick-up |
| Red Rock Lane            | Friday     |
| Remick Avenue            | Monday     |

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| Reservoir Road                | No Pick-up |
| Rezza Road                    | Wednesday  |
| Richards Road                 | Friday     |
| Ridgewood Terrace             | Friday     |
| Rindge Road                   | Tuesday    |
| River Street                  | Tuesday    |
| Riverside Street              | Tuesday    |
| Riverview Street              | Monday     |
| Robb Road                     | Friday     |
| Robin Road                    | Thursday   |
| Robinson Road                 | Wednesday  |
| Roderick Avenue               | Monday     |
| Roosevelt Avenue              | Friday     |
| Ropes Street                  | Monday     |
| Roundy Street (Cabot/Rantoul) | Wednesday  |
| Roundy Street (Park/Rantoul)  | Tuesday    |
| Rowell Avenue                 | Monday     |
| Roy Avenue                    | Friday     |
| Russell Street                | Friday     |
| Ryans Place                   | Monday     |
| Salters Avenue                | Monday     |
| Sam Fonzo Drive               | No pick-up |
| Sargent Avenue                | Thursday   |
| Scenna Road                   | Wednesday  |
| School Street                 | Tuesday    |
| Scott Street                  | Tuesday    |
| Second Avenue*                | Wednesday  |
| Seward Avenue                 | Thursday   |
| Shannon Lane                  | Wednesday  |
| Sheehan's Way                 | Thursday   |
| Sherman Street                | Thursday   |
| Sherwood Lane                 | Wednesday  |
| Shore Avenue                  | Monday     |
| Shortell Avenue               | Monday     |
| Shortmeadow Road              | Friday     |
| Silver Court                  | Tuesday    |
| Simon Street                  | Monday     |
| Smith Street                  | Tuesday    |
| Smithson Drive                | Thursday   |
| Sohier Road                   | Friday     |
| Somerset Avenue               | Friday     |
| South Hardy Street            | Tuesday    |

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| South Street      | Tuesday    |
| South Terrace     | Monday     |
| Spring Street     | Thursday   |
| Spring Street     | Friday     |
| Spruce Run        | Thursday   |
| Standley Street   | Wednesday  |
| Stewart Avenue    | Monday     |
| Stewart Lane      | Friday     |
| Stone Ridge Road  | Wednesday  |
| Stone Street      | Tuesday    |
| Story Avenue      | Friday     |
| Sturtevant Street | Monday     |
| Summer Street     | Wednesday  |
| Summit Avenue     | Tuesday    |
| Summit Street     | Monday     |
| Sunday Drive      | Wednesday  |
| Sunnycrest Avenue | Monday     |
| Sunnyvale Street  | Wednesday  |
| Sunset Drive      | Monday     |
| Swan Street       | Friday     |
| Sylvan Avenue     | Monday     |
| Sylvan Road       | Thursday   |
| Sylvester Avenue  | Monday     |
| Taft Avenue       | Monday     |
| Tall Tree Drive   | Thursday   |
| Tanzella Avenue   | Monday     |
| Temi Road         | Wednesday  |
| Thackeray Way     | Wednesday  |
| Thaxton Road      | Wednesday  |
| Thissell Street   | Wednesday  |
| Thomas Road       | Wednesday  |
| Thompson Road     | Friday     |
| Thoreau Circle    | Wednesday  |
| Thorndike Street  | Tuesday    |
| Trafalgar Drive   | No Pick-Up |
| Trask Court       | No Pick-Up |
| Tremont Street    | Tuesday    |
| Tucks Point       | Tuesday    |
| Turtle Creek      | Wednesday  |
| Tyler Road        | Thursday   |
| Union Street      | Tuesday    |
| Upland Road       | Monday     |

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| Upton Avenue        | Monday    |
| Valley Street       | Wednesday |
| Vestry Street       | Tuesday   |
| Vestry Terrace      | Tuesday   |
| Victor Avenue       | Thursday  |
| Vine Street         | Wednesday |
| Virginia Avenue     | Monday    |
| Wadsworth Place     | Wednesday |
| Walcott Road        | Monday    |
| Waldemar Avenue     | Thursday  |
| Walden Street       | Friday    |
| Walker Road         | Wednesday |
| Wallis Street       | Tuesday   |
| Walnut Avenue       | Friday    |
| Warren Court*       | Tuesday   |
| Warren Street       | Thursday  |
| Washington Street   | Tuesday   |
| Watch Hill          | Tuesday   |
| Water Street        | Tuesday   |
| Wayland Road        | Friday    |
| Webber Avenue       | Tuesday   |
| Webster Avenue      | Wednesday |
| Wedgemere Road      | Wednesday |
| Wellesley Road      | Tuesday   |
| Wellman Street      | Tuesday   |
| Wentworth Drive     | Wednesday |
| Wentzell Avenue     | Tuesday   |
| West Beach Hill     | Wednesday |
| West Dane Street    | Wednesday |
| West Federal Street | Wednesday |
| West Street         | Wednesday |
| Westerly Road       | Friday    |
| Western Avenue      | Monday    |
| Whitaker Way        | Friday    |
| Whitman Place       | Wednesday |
| Whitney Avenue      | Thursday  |
| Whitney Terrace     | Thursday  |
| Whittier Street     | Monday    |
| Williams Street     | Monday    |
| Willow Street       | Thursday  |
| Wilson Avenue       | Tuesday   |
| Winchester Terrace  | Monday    |

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|--------------------------------------------------------------------------|-----------|
| Windham Lane                                                             | Wednesday |
| Winslow Road                                                             | Monday    |
| Winter Street                                                            | Tuesday   |
| Winthrop Avenue                                                          | Monday    |
| Wirling Drive                                                            | Friday    |
| Witch Lane                                                               | Thursday  |
| Wood Lane                                                                | Wednesday |
| Woodbury Drive                                                           | Thursday  |
| Woodbury Street                                                          | Thursday  |
| Woodland Avenue                                                          | Monday    |
| Woodland Road                                                            | Friday    |
| Worthington Green                                                        | Wednesday |
| Yale Boulevard                                                           | Tuesday   |
| Yankee Way                                                               | Wednesday |
| York Terrace                                                             | Wednesday |
| Residents to present trash and recycling to end of street for collection |           |

## EXHIBIT B: Collection Services for Beverly School Buildings

| Complex                         | Address           | MSW Collection        |                  | Recycling Collection                                  |          |
|---------------------------------|-------------------|-----------------------|------------------|-------------------------------------------------------|----------|
|                                 |                   | Container             | Schedule         | Container                                             | Schedule |
| Beverly High School             | 100 Sohier Road   | 10 Yard Dumpsters (3) | M,T,W,Th,F       | 96 Gallon Toters (8)                                  | Weekly   |
| Beverly High School             | 100 Sohier Road   | 2 Yard Dumpster (1)   | Every Other Week | 6 Yard Cardboard Dumpster(1)                          | Weekly   |
| Briscoe Middle School           | 7 Sohier Road     | 10 Yard Dumpster (1)  | M,T,W,Th,F       | 96 Gallon Toters (4)<br>6 Yard Cardboard Dumpster (1) | Weekly   |
| Memorial Building               | 502 Cabot Street  | 10 Yard Dumpster (1)  | 2 Days Per Week  | 96 Gallon Toters (3)                                  | Weekly   |
| Ayers Elementary Sch            | 40 Woodland Road  | 10 Yard Dumpster (1)  | 2 Days Per Week  | 96 Gallon Toters (8)                                  | Weekly   |
| Centerville Elementary          | 17 Hull Street    | 10 Yard Dumpster (1)  | 2 Days Per Week  | 96 Gallon Toters(6)                                   | Weekly   |
| Cove Elementary Sch             | 20 Eisenhower     | 10 Yard Dumpster (1)  | 2 Days Per Week  | 96 Gallon Toters(8)                                   | Weekly   |
| Hannah Elementary               | 41 Brimbal Avenue | 10 Yard Dumpster (1)  | 2 Days Per Week  | 96 Gallon Toters(8)                                   | Weekly   |
| McKeown Elementary              | 70 Balch Street   | 10 Yard Dumpster (1)  | 2 Days Per Week  | 96 Gallon Toters(8)<br>6 Yard Cardboard Dumpster(1)   | Weekly   |
| North Beverly Elementary School | 48 Putnam Street  | 10 Yard Dumpster (1)  | 2 Days Per Week  | 96 Gallon Toters(8)                                   | Weekly   |



## EXHIBIT B: Collection Services for Beverly Housing Authority Complex Locations

| Complex            | Address           | MSW Collection       |              | Recycling Collection |          |
|--------------------|-------------------|----------------------|--------------|----------------------|----------|
|                    |                   | Container            | Schedule     | Container            | Schedule |
| Elderly Housing    | 45 Balch Street   | 2 Yard Dumpster (2)  | Weekly       | 96 Gallon Toters (4) | Weekly   |
| Elderly Housing    | 10 Cedar Street   | 2 Yard Dumpster (3)  | Weekly       | 96 Gallon Toters (4) | Weekly   |
| Elderly Housing    | 77 Sohier Road    | 2 Yard Dumpster (3)  | Weekly       | 96 Gallon Toters (4) | Weekly   |
| Elderly Housing    | Kelleher Road     | 2 Yard Dumpster (7)  | Weekly       | 96 Gallon Toters (6) | Weekly   |
| Elderly Housing    | 137 Bridge Street | 12 Yard dumpster (1) | Weekly       | 96 Gallon Toters (4) | Weekly   |
| Elderly Housing    | 20 Sohier Road    |                      |              | 96 Gallon Toters (6) | Weekly   |
| Maintenance Office | 17 Courtney Drive | 12 Yard dumpster (3) | Twice Weekly | Recycle Bin (1)      | Weekly   |
|                    |                   |                      |              |                      |          |
|                    |                   |                      |              |                      |          |

## EXHIBIT B: Specified Condominium Complex Locations

| Complex       | Address           | MSW Collection      |          | Recycling Collection  |            |
|---------------|-------------------|---------------------|----------|-----------------------|------------|
|               |                   | Container           | Schedule | Container             | Schedule   |
| Duck Pond     | 4 Duck Pond Road  | 8 Yard Dumpster (2) | Weekly   | 96 Gallon Toters (10) | Every Week |
| Tucks Point   | 109 Water Street  | None                |          | 96 Gallon Toters (6)  | Every Week |
| Dunham Castle | 36-38 Dunham Road | None                |          | 96 Gallon Toters (10) | Every Week |
| Prospect Hill | 12 Pickett Street | 4 Yard Dumpster (1) | Weekly   | 96 Gallon Toters (4)  | Every Week |
|               |                   |                     |          |                       |            |
|               |                   |                     |          |                       |            |
|               |                   |                     |          |                       |            |
|               |                   |                     |          |                       |            |
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## EXHIBIT B: Small Commercial Business Locations

| Day | O/B | Service Address    | Business Name | Owner                | Mailing address                            |
|-----|-----|--------------------|---------------|----------------------|--------------------------------------------|
| 1   | O   | 20 Bridge Street   |               | Sheri Danforth       |                                            |
| 1   | O   | 42 Bridge Street   |               | Turning Point, Inc.  | POB 548<br>Newburyport, MA 01950           |
| 1   | O   | 54 Bridge Street   |               | Keith Bedrossian     |                                            |
| 1   | O   | 77 Bridge Street   |               | Ralph Parisella      | 5 Eastern Ave                              |
| 1   | O   | 114 Bridge Street  |               | Henry Lewis          |                                            |
| 1   | O   | 118 Bridge Street  |               | Ralph Leonard        |                                            |
| 1   | O   | 119 Bridge Street  |               | Susan Powell         |                                            |
| 1   | O   | 127 Bridge Street  |               | Bridge Street Mutual |                                            |
| 1   | O   | 127 Bridge Street  |               | P & S Realty Trust   |                                            |
| 1   | O   | 140 Bridge Street  |               | Immanuel Church      |                                            |
| 1   | O   | 3 Doloff Ave       |               | Assembly of God      |                                            |
| 1   | O   | 38 Hayes Ave       |               | Thomas Groblewski    |                                            |
| 1   | O   | 62 South Terrace   |               | Michael Burta        |                                            |
| 1   | B   | 44 Beckford Street |               | George Simon         | 48 Beckford St                             |
| 1   | B   | 19 Bennett Street  |               | Cabot Co             | POB 388                                    |
| 1   | B   | 5 Cleveland Road   |               | Dana Sarni           |                                            |
| 1   | B   | 14 County Way      |               | Turning Point, Inc.  | POB 548<br>Newburyport, MA 01950           |
| 1   | B   | 14 Davis Road      |               | Timothy McCarthy     |                                            |
| 1   | B   | 61 Elliott Street  |               | Dominic Papa         | 78-80 Neponset Ave<br>Dorchester, MA 02122 |

|   |   |                    |                             |                            |                      |
|---|---|--------------------|-----------------------------|----------------------------|----------------------|
| 1 | B | 137 Elliott Street | Deborah Mager               | 139 Elliott St             |                      |
| 1 | B | 140 Elliott Street | Elliott Street trust        | POB 122                    | Wayland, MA 01778    |
| 1 | B | 242 Elliott Street | Marciano Bass River Trust   |                            |                      |
| 1 | B | 244 Elliott Street | Marciano Bass River Trust   |                            |                      |
| 1 | B | 246 Elliott Street | Marciano Bass River Trust   | 290 Vanderbilt Ave         | Norwood, MA 02062    |
| 1 | B | 246 Elliott Street | Marciano Bass Trust         |                            |                      |
| 1 | B | 250 Elliott Street | Marciano Bass River Trust   |                            |                      |
| 1 | B | 252 Elliott Street | Carmen Marciano             | 27 Lakeshore Ave           |                      |
| 1 | B | 294 Elliott Street | Joseph DiVincenzo           | 30 Home St                 |                      |
| 1 | B | 319 Elliott Street | Russell Center              |                            |                      |
| 1 | B | 323 Elliott Street | Star House Inc.             | 323 R Elliott St           |                      |
| 1 | B | 337 Elliott Street | Mental Health Program, Inc. | 280 Lincoln St First Floor | Alston, MA 02134     |
| 1 | B | 493 Elliott Street | David Carmen                | 15 Mary Lyon Dr            | Granby, MA 01033     |
| 1 | B | 498 Elliott Street | Michael Pitu                |                            |                      |
| 1 | B | 6 Kernwood Ave.    | John Fisher                 |                            |                      |
| 1 | B | 78 McKay Street    | Robert Shannehan            | 10 Fiske Rd                | Wenham, MA 01984     |
| 1 | B | 15 Upton Ave       | John Mondano, Jr.           | 43 County Way              |                      |
| 2 | O | 8 Bow Street       | Armando Maffeo              | 8 Calumet Rd               | Danvers, MA 01923    |
| 2 | O | 18 Bow Street      | Joseph Bellanti             |                            |                      |
| 2 | O | 5 Briscoe Street   | Jack Altshuler              |                            |                      |
| 2 | O | 7 Briscoe Street   | Angelica Rossi              | 89 Bridge St               | Manchester, MA 01944 |
| 2 | O | 9 Broadway         | Eli Davidyan, Trustee       |                            |                      |

|   |   |                 |                               |                  |                     |
|---|---|-----------------|-------------------------------|------------------|---------------------|
| 2 | O | 21 Broadway     | Samuel Migdole                | 23 Broadway      |                     |
| 2 | O | 22 Broadway     | Jeffery Tannebring            |                  |                     |
| 2 | O | 32 Broadway     | Zaher Bdiwi                   |                  |                     |
| 2 | O | 39 Broadway     | Donald Kowalski               | POB 3182         |                     |
| 2 | O | 45 Broadway     | Donald Kowalski               | POB 3182         |                     |
| 2 | O | 8 Cabot Street  | Rob Lingren                   |                  |                     |
| 2 | O | 24 Cabot Street | Steven Lotito                 |                  |                     |
| 2 | O | 25 Cabot Street | Flarbo Realty Trust           | 15 Larcom Ave.   |                     |
| 2 | O | 26 Cabot Street | Goldberg Propeties Management | 7 Rantoul Street |                     |
| 2 | O | 27 Cabot Street | Alan Indeck                   | 6 Hidden Dr      |                     |
| 2 | O | 29 Cabot Street | Daniel Finn                   | 10 Front St      |                     |
| 2 | O | 29 Cabot Street | Daniel Finn                   | 10 Front St      |                     |
| 2 | O | 29 Cabot Street | William Goldberg              | 7 Rantoul Street |                     |
| 2 | O | 34 Cabot Street | Goldberg Bros Trust           | 7 Rantoul Street |                     |
| 2 | O | 34 Cabot Street | Barbara Goldberg              |                  |                     |
| 2 | O | 50 Cabot Street | George William                | 3 Gavin Circle   |                     |
| 2 | O | 55 Cabot Street | Charles Varnavas              | 3 Union St       |                     |
| 2 | O | 61 Cabot Street | Paul Najim                    |                  |                     |
| 2 | O | 71 Cabot Street | Thomas Dowd                   |                  |                     |
| 2 | O | 74 Cabot Street | NFI-Mass, Inc.                | 10 Harbor St     | Danvers, MA 01923   |
| 2 | O | 75 Cabot Street | Loraine Holt                  | POB 1987         | Brookline, MA 02146 |
| 2 | O | 78 Cabot Street | Gerardo Spagnuolo             |                  |                     |

|   |   |                  |                            |                               |                      |
|---|---|------------------|----------------------------|-------------------------------|----------------------|
| 2 | O | 83 Cabot Street  | Steven Goldberg            | 10 Rantoul Street             |                      |
| 2 | O | 98 Cabot Street  | James Caulfield            | 2 Highland Ave                |                      |
| 2 | O | 104 Cabot Street | Rainwater Corp             | 30 Berrywood                  | S Hamiltom, MA 01982 |
| 2 | O | 105 Cabot Street | Ronald Crocco              |                               |                      |
| 2 | O | 108 Cabot Street | Alex Ushakoff              | 43 Lovett St                  |                      |
| 2 | O | 115 Cabot Street | Rice Rental                |                               |                      |
| 2 | O | 117 Cabot Street | Beverly Historical Society | 117 Cabot Street              |                      |
| 2 | O | 127 Cabot Street | Barney's Realty            |                               |                      |
| 2 | O | 131 Cabot Street | Sonny Shami Noori          | 75 Cherry St                  | Malden, MA 02143     |
| 2 | O | 137 Cabot Street | Union Club                 | 145 Cabot St                  |                      |
| 2 | O | 145 Cabot Street | Jay Levy                   | POB 3001                      |                      |
| 2 | O | 146 Cabot Street | 146 Cabot St Trust         |                               |                      |
| 2 | O | 150 Cabot Street | Giovan Matrangelo          | 43 Charnock St                |                      |
| 2 | O | 160 Cabot Street | Robert Salter              | 25 Linden St                  |                      |
| 2 | O | 196 Cabot Street | Randolph Maloney           | 1 Wallis St                   |                      |
| 2 | O | 207 Cabot Street | 197 Cabot Street Trust     | 10 Rantoul Street             |                      |
| 2 | O | 214 Cabot Street | Henry Desjardins           |                               |                      |
| 2 | O | 222 Cabot Street | Dana Meyer & Sons          | 1340 Centre Street, Suite 101 | Newton, MA 02159     |
| 2 | O | 224 Cabot Street | Dana Meyer & Sons          | 1340 Centre Street, Suite 101 | Newton, MA 02159     |
| 2 | O | 225 Cabot Street | First Parish Church        |                               |                      |
| 2 | O | 228 Cabot Street | Barter Bros Florists       |                               |                      |
| 2 | O | 231 Cabot Street | Michael Ambeliotis         | 7 Anna Rd                     | Danvers, MA 01923    |

|   |   |                  |                                     |                          |                   |
|---|---|------------------|-------------------------------------|--------------------------|-------------------|
| 2 | O | 237 Cabot Street | Mary Armstrong                      | 235 Cabot                | Beverly, MA 01915 |
| 2 | O | 248 Cabot Street | Cabot Street Realty Trust           | 240 Cabot Street         |                   |
| 2 | O | 252 Cabot Street | Kevin Ennis                         |                          |                   |
| 2 | O | 253 Cabot Street | St Mary's Church                    |                          |                   |
| 2 | O | 260 Cabot Street | Daniel Marks                        |                          |                   |
| 2 | O | 261 Cabot Street | David & Luba Tsykin                 |                          |                   |
| 2 | O | 265 Cabot Street | Edna Padillo                        | 3 Whitfield Rd           | Danvers, MA 01923 |
| 2 | O | 268 Cabot Street | Donald Preston                      | 276 Cabot Street         |                   |
| 2 | O | 269 Cabot Street | Steve Archer                        | POB 7042                 | Beverly, MA 01915 |
| 2 | O | 205 Cabot Street | 197 Cabot Street Trust              | 10 Rantoul Street        |                   |
| 2 | O | 0 Court Street   | Martin Labell                       | 97 Rantoul St            |                   |
| 2 | O | 10 Cox Court     | Joseph Boudreau                     | 20 Cabot Street          |                   |
| 2 | O | 17 Cox Court     | Dev Designers, Inc                  | 25 Ocean Ave             |                   |
| 2 | O | 25 Cox Court     | Donald Moran                        |                          |                   |
| 2 | O | 15 Creek Street  | James Zarella                       | 58 Matthies St           |                   |
| 2 | O | 1 Front Street   | Louis Mangifesti                    |                          |                   |
| 2 | O | 7 Front Street   | Dana Hartnett                       |                          |                   |
| 2 | O | 15 Front Street  | Darryl Parker                       | 42 Riverside             | Danvers, MA 01923 |
| 2 | O | 16 Front Street  | Douglas Haring                      |                          |                   |
| 2 | O | 27 Front Street  | John Churchill                      | 301 Newbury Street # 241 | Danvers, MA 01923 |
| 2 | O | 7 Highland Ave   | Raymond Cloutier                    |                          |                   |
| 2 | O | 9 Highland Ave   | Health and Education Services, Inc. |                          |                   |

|   |   |                    |                              |                   |                     |
|---|---|--------------------|------------------------------|-------------------|---------------------|
| 2 | O | 18 Lothrop Street  | Ronald Prue                  |                   |                     |
| 2 | O | 78 Lothrop Street  | Girdler House                |                   |                     |
| 2 | O | 80 Lothrop Street  | Alexander School             |                   |                     |
| 2 | O | 9 May Street       | Chromographic, Inc.          |                   |                     |
| 2 | O | 27 Park Street     | Siverwood Reatly             | POB 118           |                     |
| 2 | O | 44 Park Street     | Bill's Oil                   |                   |                     |
| 2 | O | 46 Park Street     | Franco American Club         |                   |                     |
| 2 | O | 48 Park Street     | Theological threads, Inc     | 15 Washington St  |                     |
| 2 | O | 51 Park Street     | Thomas Zampbell              | 22 E Corning St   |                     |
| 2 | O | 59 Park Street     | Trimendous Real Estate Trust | 4 Jefferson St.   | Salem, MA 01970     |
| 2 | O | 73 Park Street     | Halistar, Inc.               |                   |                     |
| 2 | O | 81 Park Street     | Federalists Realty           | 50 Federal Street |                     |
| 2 | O | 87 Park Street     | Eastern Cycle Salvage        |                   |                     |
| 2 | O | 93 Park Street     | Stanbros LLC                 | POB 196           |                     |
| 2 | O | 96 Park Street     | Philip Villanti              | POB 462           |                     |
| 2 | O | 97 Park Street     | All Wheels, Inc.             |                   |                     |
| 2 | O | 122 Park Street    | Wayne Killam                 | 11 Gates Rd       | Middleton, MA 01949 |
| 2 | O | 11 Railroad Ave    | Lisa Castracane              | 8 Hemlock Ln      | Groveland, MA 01834 |
| 2 | O | 30 Rantoul Street  | Jack Davis                   |                   |                     |
| 2 | O | 34 Rantoul Street  | 34-38 Rantoul St Condo       | 141 North Road    | Norwich, NY 13805   |
| 2 | O | 102 Rantoul Street | Emilia Paolillo              | 100 Rantoul St    |                     |
| 2 | O | 175 Rantoul Street | Dan Dang                     |                   |                     |

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| 2 | O | 198 Rantoul Street | Siverwood Reatly                  | POB 118             |                     |
| 2 | O | 202 Rantoul Street | Daren Realty Trust                | 65 Hathaway         |                     |
| 2 | O | 214 Rantoul Street | Thomas Barroclough                | 341 Rantoul Street  |                     |
| 2 | O | 232 Rantoul Street | Rene Gagnon                       | 236 Rantoul St      |                     |
| 2 | O | 238 Rantoul Street | TA Barroclough                    | 341 Rantoul Street  |                     |
| 2 | O | 253 Rantoul Street | Rangeway farms LLC                | 4 MacDonald Farm Rd | Wakefield, MA 01880 |
| 2 | O | 260 Rantoul Street | Frank Bertini                     | 196 Old Burley St   | Danvers, MA 01923   |
| 2 | O | 261 Rantoul Street | Richard Best                      |                     |                     |
| 2 | O | 265 Rantoul Street | Steven Kruczynski                 | 267 Rantoul St # 2  |                     |
| 2 | O | 271 Rantoul Street | YMCA Affordable Housing Committee | 245 Cabot Street    |                     |
| 2 | O | 276 Rantoul Street | Lino Taiello                      |                     |                     |
| 2 | O | 282 Rantoul Street | Rantoul Realty Trust              |                     |                     |
| 2 | O | 292 Rantoul Street | Paul DiVincenzo H&R Realty        | 50 Kernwood Ave     |                     |
| 2 | O | 324 Rantoul Street | Nearis Merrill                    | 326 Rantoul, Unir B |                     |
| 2 | O | 330 Rantoul Street | Barroclough Construction          | 341 Rantoul Street  |                     |
| 2 | O | 335 Rantoul Street | CJP Realty Trust                  |                     |                     |
| 2 | O | 338 Rantoul Street | Steven Magos                      | 207 Essex Street    |                     |
| 2 | O | 341 Rantoul Street | Thomas Barroclough                |                     |                     |
| 2 | O | 410 Rantoul Street | Paul Vitale                       | 3 College Ln        |                     |
| 2 | O | 416 Rantoul Street | Vitale Realty trust               | 3 College Ln        |                     |
| 2 | O | 15 River Street    | Bervery Foreign Car Service       |                     |                     |
| 2 | O | 17 River Street    | Seacoast Electronics              |                     |                     |

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| 2 | O | 27 River Street    | E W Packard Co.                           |                          |                      |
| 2 | O | 56 River Street    | River House, Inc.                         | POB 5558                 |                      |
| 2 | O | 100 River Street   | River Street Grill                        | 98 River St              |                      |
| 2 | O | 1 School Street    | Thomas Alexander                          | 11 Evergreen Dr          |                      |
| 2 | O | 2 School Street    | Patrick Jodisco                           |                          |                      |
| 2 | O | 25 School Street   | Quality Press                             | POB 7                    |                      |
| 2 | O | 3 Summit Ave       | 3 Summit Ave Trust                        |                          |                      |
| 2 | O | 7 Thorndike Street | Community Health and Alternative Services |                          |                      |
| 2 | O | 8 Thorndike Street | WKRG, Inc.                                | 24 Parsons Rd            | W Newbury, MA 01985  |
| 2 | O | 0 Wallis Street    | Robert Hubbard                            | POB 388                  |                      |
| 2 | O | 7 Wallis Street    | Avron Surath                              | 7 Boyle St               |                      |
| 2 | O | 42 Water Street    | John Churchill                            | 301 Newbury Street # 241 | Danvers, MA 01923    |
| 2 | O | 62 Water Street    | David Carnevale                           | 24 Prince Street         |                      |
| 2 | O | 113 Water Street   | Marina Corp                               | 491 Humphrey St          | Swampscott, MA 01907 |
| 2 | O | 116 Water Street   | David Altman                              |                          |                      |
| 2 | O | Water Street       | Richard Birrelli                          | 44 Western Ave.          |                      |
| 2 | O | 17 Wellman Street  | Leonce Marchand                           | 115 Cabot St             |                      |
| 2 | O | 1 Winter Street    | 273 Cabot Street Trust                    | 273 Cabot Street         |                      |
| 2 | B | 53 Amherst Rd      | Seven Hills Community Services            | 81 Hope Ave              | Worcester, MA 01603  |
| 2 | B | 61 Conant Street   | Robert Atherton                           |                          |                      |
| 2 | B | 22 Cornell Road    | Michael Riordan                           |                          |                      |
| 2 | B | 9 Endicott Street  | John McGinness                            |                          |                      |

|   |   |                      |                                |                    |                           |
|---|---|----------------------|--------------------------------|--------------------|---------------------------|
| 2 | B | 19 Hale Street       | Christian Science Church       |                    |                           |
| 2 | B | 24 Hale Street       | Robert Mattson                 |                    |                           |
| 2 | B | 25 Hale Street       | Broken Arrow Real Estate Trust |                    |                           |
| 2 | B | 39 Hale Street       | Beverly Historical Society     | 117 Cabot Street   |                           |
| 2 | B | 8 Washington Street  | Glovsky & Glovsky              |                    |                           |
| 2 | B | 20 Washington Street | Beverly Maonic Temple Trust    | 107 Jackman Street | Georgetown, MA 01833      |
| 3 | O | 579 Essex Street     | Robin Moran                    |                    |                           |
| 3 | O | 204 Greenwood Ave.   | North Shore Nusury School      |                    |                           |
| 3 | O | 586 Hale Street      | Timeless Interiors             | 586 Hale St        | Prides Crossing, MA 01965 |
| 3 | O | 590 Hale Street      | Christopher Flynn              |                    |                           |
| 3 | O | 640 Hale Street      | Benjamin Staples               |                    |                           |
| 3 | O | 641 Hale Street      | Robert Jones                   | 114 Eastern Pt Rd  | Gloucester, MA 01930      |
| 3 | O | 641 Hale Street      | Robert Jones                   | 114 Eastern Pt Rd  | Gloucester, MA 01930      |
| 3 | O | 672 Hale Street      | St Margaret's Catholic Society |                    |                           |
| 3 | O | 705 Hale Street      | St Johns Episcopal Church      |                    |                           |
| 3 | O | 717 Hale Street      | Francis Dennesen               | 713 Hale Street    |                           |
| 3 | O | 719 Hale Street      | Augustine Callahan             |                    |                           |
| 3 | O | 723 Hale Street      | Augustine Callahan             |                    |                           |
| 3 | O | 724 Hale Street      | Orestes Brown                  |                    |                           |
| 3 | O | 730 Hale Street      | Gary Benton                    | 15 Thissell St     | Prides Crossing, MA 01965 |
| 3 | O | 212 Hart Street      | James Glesener                 |                    |                           |
| 3 | O | 12 High Street       | Ralph Drinkwater               |                    |                           |

|   |   |                    |                                  |                   |                        |
|---|---|--------------------|----------------------------------|-------------------|------------------------|
| 3 | O | 29 Millbrook Road  | The May Institute                | 722A Main St      | Yarmouthport, MA 02675 |
| 3 | O | 3 Oak Street       | James Townsend                   | POB 90            | Danvers, MA 01923      |
| 3 | O | 14 Oak Street      | Farms Prides Comm                |                   |                        |
| 3 | O | 15 Oak Street      | Paul Levine                      |                   |                        |
| 3 | O | 20 Oak Street      | Linda McDonough                  |                   |                        |
| 3 | O | 64 Thissell Street | John Trefry                      | 582 Hale St       |                        |
| 3 | O | 17 Wedgemere Road  | Hogan Regional Center            | POB A             | Hawthorne, MA 01937    |
| 3 | O | 1 West Street      | Peter Baughn                     | 16 Eden Rd        | Rockport, MA 01966     |
| 3 | O | 9 West Street      | Blue Sky Holdings                | 8 Atwater         | Manchester, MA 01944   |
| 3 | O | 10 West Street     | Daniel Senecal                   | 110 Bridge St     | Manchester, MA 01944   |
| 3 | O | 25 West Street     | Maria DiFazio                    | R 709 Hale Street |                        |
| 3 | O | 26 West Street     | Noth Shore Engravers, Inc.       | POB 5800          |                        |
| 3 | O | 29 West Street     | Beverly Farm Improvement Society | POB 5051          | Beverly, MA 01915      |
| 3 | O | 29 West Street     | Todd Michaud                     |                   |                        |
| 3 | O | 30 West Street     | Glenn & Debora Lunt              |                   |                        |
| 3 | O | 33 West Street     | Mark Soloman                     | 37 West St        |                        |
| 3 | O | 36 West Street     | Kirk Anderson                    | 19 Central Ave    | Quincy, MA 02169       |
| 3 | O | 39 West Street     | Beverly Farms Service, Inc.      | 31 West Street    |                        |
| 3 | O | 40 West Street     | West Oak Assoc                   | 291 Summer St     | Manchester, MA 01944   |
| 3 | O | 50 West Street     | Robert Blake                     |                   |                        |
| 3 | B | 11 Bow Street      | Nancy Pope                       |                   |                        |
| 3 | B | 43 Bow Street      | Richard Byrne                    | 25 Peabody Ave    |                        |

|   |   |                    |                        |                  |                      |
|---|---|--------------------|------------------------|------------------|----------------------|
| 3 | B | 278 Cabot Street   | Darrah Realty          | 35 E Corning St  |                      |
| 3 | B | 282 Cabot Street   | United Merchants Condo |                  |                      |
| 3 | B | 300 Cabot Street   | Pilgrim Church         |                  |                      |
| 3 | B | 304 Cabot Street   | Salem Laundry Co.      | POB 231          | Salem, MA 01970      |
| 3 | B | 306 Cabot Street   | Mooney Nominee Trust   | 95 Baker Ave     |                      |
| 3 | B | 309 Cabot Street   | Anthony Conte          |                  |                      |
| 3 | B | 353 Cabot Street   | Lischinsky Family RT   | 4 Bay St         |                      |
| 3 | B | 361 Cabot Street   | David Cormier          |                  |                      |
| 3 | B | 371 Cabot Street   | Beverly Heritage LLC   | 369 Cabot Street |                      |
| 3 | B | 376 Cabot Street   | Kevin Grondin          |                  |                      |
| 3 | B | 380 Cabot Street   | Richard Mazzone        |                  |                      |
| 3 | B | 383 Cabot Street   | Charles Silva          |                  |                      |
| 3 | B | 385 Cabot Street   | Pam Landess            |                  |                      |
| 3 | B | 29 Chapman St      | Alvin Mitchell         | 27 Chapman St.   |                      |
| 3 | B | 17 Cherry Road     | Stan Forman            |                  |                      |
| 3 | B | 290 Essex Street   | Kenneth Cesa           |                  |                      |
| 3 | B | 27 Federal Street  | Debra Palmer           | 27H Federal St   |                      |
| 3 | B | 36 Foster Street   | Joseph Boccia          |                  |                      |
| 3 | B | 3 Judson Street    | Herman Spear Post      |                  |                      |
| 3 | B | 5 Judson Street    | John Bartlett          | 60 Beach Street  | Manchester, MA 01944 |
| 3 | B | 35 Pond Street     | Salty Dog Trust        |                  |                      |
| 3 | B | 447 Rantoul Street | North Shore Volkswagon | POB 111          |                      |

|   |   |                     |                                |                        |
|---|---|---------------------|--------------------------------|------------------------|
| 3 | B | 457 Rantoul Street  | Joseph Winokur                 |                        |
| 3 | B | 465 Rantoul Street  | Willard Britton                | 465-469 Rantoul Street |
| 3 | B | 485 Rantoul Street  | Domenic Secondiadi             |                        |
| 3 | B | 488 Rantoul Street  | Willard Britton                |                        |
| 3 | B | 491 Rantoul Street  | Scott Clark                    |                        |
| 3 | B | 497 Rantoul Street  | Anthony Linares                |                        |
| 3 | B | 501 Rantoul Street  | Seventh Day Adventist Churches |                        |
| 3 | B | 35 Standley Street  | Waring School                  |                        |
| 3 | B | 135 Standley Street | Christian Endeavor Church      | 106 Standley Street    |
| 3 | B | 36 West Dane Street | Joseph Lauranzano              | 34H West Dane St       |
| 3 | B | 54 West Dane Street | Lucia Clemenzi                 |                        |
| 4 | O | 87 Corning Street   | David Leonard                  | 5 Prince St            |
| 4 | O | 11 E Corning St     | Richard Silva                  | R 145 Hale St          |
| 4 | O | 17 E Corning St     | Elizabeth Moore                | POB 5510               |
| 4 | O | 85 Hale Street      | Gary Palardy                   |                        |
| 4 | O | 146 Hale Street     | James Clough                   | R127 Balch Street      |
| 4 | O | 146 Hale Street     | Kevin Mahan                    | 40 E Corning St        |
| 4 | O | 151 Hale Street     | Janet Pellegrini               |                        |
| 4 | O | 167 Hale Street     | First Federated Church         |                        |
| 4 | O | 202 Hale Street     | Kiva Skolnick                  |                        |
| 4 | O | 108 Lothrop Street  | Cynthia Michaels               |                        |
| 4 | O | 126 Lothrop Street  | Albert Ricci                   | POB 63                 |

|   |   |                    |                           |                      |                     |
|---|---|--------------------|---------------------------|----------------------|---------------------|
| 4 | O | 4 Morgan Road      | Lynda Walsh               |                      |                     |
| 4 | O | 23 Pickman Road    | Ben Healy                 |                      |                     |
| 4 | O | 39 Woodbury Street | Peter Fortunato           |                      |                     |
| 4 | B | 10 Charnock Street | Bass River Lodge          | 29 Grover Street     | Beverly, MA 01915   |
| 4 | B | 94 Corning Street  | Jules Goudreau            | POB 3                |                     |
| 4 | B | 4 Knowlton Street  | Thomas Carnevale          | 7 Nichole Ave        |                     |
| 4 | B | 6 Knowlton Street  | Dane St Real Estate Trust |                      |                     |
| 5 | O | 449 Cabot Street   | Stephen Atherton          |                      |                     |
| 5 | O | 492 Cabot Street   | Leonard Flynn             |                      |                     |
| 5 | O | 496 Cabot Street   | Angelo Tilas              |                      |                     |
| 5 | O | 564 Cabot Street   | Pamela Kaminski Trust     |                      |                     |
| 5 | O | 579 Cabot Street   | Catherine ???????         |                      |                     |
| 5 | O | 581 Cabot Street   | George Gagan              |                      |                     |
| 5 | O | 614 Cabot Street   | Peter Stackpole           | R 612 Cabot St       |                     |
| 5 | O | 693 Cabot Street   | Peter Clemenzi            |                      |                     |
| 5 | O | 16 Dodge Street    | Robert Sayce              |                      |                     |
| 5 | O | 56 Dodge Street    | Douglas Doben             |                      |                     |
| 5 | O | 78 Dodge Street    | Robert Diefenback         |                      |                     |
| 5 | O | 86 Dodge Street    | William Heney             |                      |                     |
| 5 | O | 90 Dodge Street    | Geraldine Small           |                      |                     |
| 5 | O | 95 Dodge Street    | Vinfen Corp               | 950 Cambridge Street | Cambridge, MA 02141 |
| 5 | O | 107 Dodge Street   | Larry Laruranzano         |                      |                     |

|   |   |                   |                      |                   |                       |
|---|---|-------------------|----------------------|-------------------|-----------------------|
| 5 | O | 109 Dodge Street  | Peter Frasca         |                   |                       |
| 5 | O | 113 Dodge Street  | Redbrick LLC         | 129 Dodge Street  |                       |
| 5 | O | 126 Dodge Street  | Thaddeus Siemasko    |                   |                       |
| 5 | O | 127 Dodge Street  | William Waters       |                   |                       |
| 5 | O | 8 Enon Street     | 8 Enon Street        |                   |                       |
| 5 | O | 10 Enon Street    | Kelly Levantakis     | 11 Hill St        | Peabody, MA 01960     |
| 5 | O | 16 Enon Street    | H Starting           |                   |                       |
| 5 | O | 7 Pershing Ave    | First Baptist Church |                   |                       |
| 5 | O | 27 Tozer Road     | Louis Boisvert       |                   |                       |
| 5 | B | 393 Cabot Street  | Gerald Greenstein    | 18 Fruit St       | Byfield, MA 01922     |
| 5 | B | 397 Cabot Street  | Edward Leite         | 20A Main St       | N. Reading, MA 01864  |
| 5 | B | 402 Cabot Street  | Clifford Whynott     |                   |                       |
| 5 | B | 408 Cabot Street  | Lyne White           | 622 Parliament Dr | Moon TWP, PA 15108    |
| 5 | B | 129 Dodge Street  | Leslie Ray           |                   |                       |
| 5 | B | 136 Dodge Street  | David Katz           | 18 Wellesley Rd   |                       |
| 5 | B | 138 Dodge Street  | Peter Caputo         | 137 McKay Street  |                       |
| 5 | B | 13 Elliott Street | C 2 Holdings         | POB 829           | Salem, MA 01970       |
| 5 | B | 16 Elliott Street | Donald Clark         | POB 677           | Salem, MA 01970       |
| 5 | B | 16 Elliott Street | Donald Clark         | POB 677           | Salem, MA 01970       |
| 5 | B | 50 Elliott Street | Salvation Army       | POB 408           | Salem, MA 01970       |
| 5 | B | 8 Mark Road       | Turning Point, Inc.  | POB 548           | Newburyport, MA 01950 |
| 5 | B | 72 Sohier Road    | Leonard Gauthier     |                   |                       |
| 5 | B | 9 Story Ave       | L Rossi, Inc.        |                   |                       |



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

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

**Prevailing Wage Rates**

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

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Beverly  
**Contract Number:** **City/Town:** BEVERLY  
**Description of Work:** Curbside solid waste collection and transportation, curbside recyclables collection and transportation.  
**Job Location:** City-Wide

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**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

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

| <b>Classification</b>                  | <b>Effective Date</b> | <b>Base Wage</b> | <b>Health</b> | <b>Pension</b> | <b>Supplemental Unemployment</b> | <b>Total Rate</b> |
|----------------------------------------|-----------------------|------------------|---------------|----------------|----------------------------------|-------------------|
| <b>Trash/Recycle</b>                   |                       |                  |               |                |                                  |                   |
| Laborer / Driver<br>{ <i>BEVERLY</i> } | 07/01/2013            | \$20.92          | \$8.23        | \$0.00         | \$0.00                           | \$29.15           |
|                                        | 07/01/2014            | \$21.68          | \$8.23        | \$0.00         | \$0.00                           | \$29.91           |
|                                        | 07/01/2015            | \$22.39          | \$8.23        | \$0.00         | \$0.00                           | \$30.62           |
|                                        | 07/01/2016            | \$23.17          | \$8.23        | \$0.00         | \$0.00                           | \$31.40           |

**Additional Apprentice Information:**

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

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

All steps are six months (1000 hours) unless otherwise specified.

- \* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- \*\* Multiple ratios are listed in the comment field.
- \*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- \*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.



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

**Prevailing Wage Rates**

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

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Beverly  
**Contract Number:** **City/Town:** BEVERLY  
**Description of Work:** Compost Facility Operation (Equipment Use Non-Construction) Operate the city owned compost facility.  
**Job Location:** Standley Street

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- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

| Classification                                                                    | Effective Date | Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|-----------------------------------------------------------------------------------|----------------|-----------|---------|---------|---------------------------|------------|
| <b>Rental of Equipment - East</b>                                                 |                |           |         |         |                           |            |
| (2 AXLE) DRIVER - EQUIPMENT<br><i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>       | 08/01/2012     | \$30.15   | \$8.91  | \$0.00  | \$0.00                    | \$39.06    |
|                                                                                   | 12/01/2012     | \$30.45   | \$8.91  | \$0.00  | \$0.00                    | \$39.36    |
| (3 AXLE) DRIVER - EQUIPMENT<br><i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>       | 08/01/2012     | \$30.22   | \$8.91  | \$0.00  | \$0.00                    | \$39.13    |
|                                                                                   | 12/01/2012     | \$30.52   | \$8.91  | \$0.00  | \$0.00                    | \$39.43    |
| (4 & 5 AXLE) DRIVER - EQUIPMENT<br><i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>   | 08/01/2012     | \$30.34   | \$8.91  | \$0.00  | \$0.00                    | \$39.25    |
|                                                                                   | 12/01/2012     | \$30.64   | \$9.07  | \$0.00  | \$0.00                    | \$39.71    |
| ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE<br><i>OPERATING ENGINEERS LOCAL 4</i>      | 06/01/2012     | \$39.84   | \$10.00 | \$0.00  | \$0.00                    | \$49.84    |
|                                                                                   | 12/01/2012     | \$40.46   | \$10.00 | \$0.00  | \$0.00                    | \$50.46    |
|                                                                                   | 06/01/2013     | \$41.24   | \$10.00 | \$0.00  | \$0.00                    | \$51.24    |
|                                                                                   | 12/01/2013     | \$42.02   | \$10.00 | \$0.00  | \$0.00                    | \$52.02    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                        |                |           |         |         |                           |            |
| BACKHOE/FRONT-END LOADER<br><i>OPERATING ENGINEERS LOCAL 4</i>                    | 06/01/2012     | \$39.84   | \$10.00 | \$0.00  | \$0.00                    | \$49.84    |
|                                                                                   | 12/01/2012     | \$40.46   | \$10.00 | \$0.00  | \$0.00                    | \$50.46    |
|                                                                                   | 06/01/2013     | \$41.24   | \$10.00 | \$0.00  | \$0.00                    | \$51.24    |
|                                                                                   | 12/01/2013     | \$42.02   | \$10.00 | \$0.00  | \$0.00                    | \$52.02    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                        |                |           |         |         |                           |            |
| BULLDOZER/GRADER/SCRAPER<br><i>OPERATING ENGINEERS LOCAL 4</i>                    | 06/01/2012     | \$39.47   | \$10.00 | \$0.00  | \$0.00                    | \$49.47    |
|                                                                                   | 12/01/2012     | \$40.09   | \$10.00 | \$0.00  | \$0.00                    | \$50.09    |
|                                                                                   | 06/01/2013     | \$40.86   | \$10.00 | \$0.00  | \$0.00                    | \$50.86    |
|                                                                                   | 12/01/2013     | \$41.64   | \$10.00 | \$0.00  | \$0.00                    | \$51.64    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                        |                |           |         |         |                           |            |
| CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES<br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2012     | \$40.84   | \$10.00 | \$0.00  | \$0.00                    | \$50.84    |
|                                                                                   | 12/01/2012     | \$41.46   | \$10.00 | \$0.00  | \$0.00                    | \$51.46    |
|                                                                                   | 06/01/2013     | \$42.24   | \$10.00 | \$0.00  | \$0.00                    | \$52.24    |
|                                                                                   | 12/01/2013     | \$43.02   | \$10.00 | \$0.00  | \$0.00                    | \$53.02    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                        |                |           |         |         |                           |            |
| COMPRESSOR OPERATOR<br><i>OPERATING ENGINEERS LOCAL 4</i>                         | 06/01/2012     | \$28.09   | \$10.00 | \$0.00  | \$0.00                    | \$38.09    |
|                                                                                   | 12/01/2012     | \$28.54   | \$10.00 | \$0.00  | \$0.00                    | \$38.54    |
|                                                                                   | 06/01/2013     | \$29.09   | \$10.00 | \$0.00  | \$0.00                    | \$39.09    |
|                                                                                   | 12/01/2013     | \$29.64   | \$10.00 | \$0.00  | \$0.00                    | \$39.64    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                        |                |           |         |         |                           |            |
| DIVER<br><i>PILE DRIVER LOCAL 56 (ZONE 1)</i>                                     | 08/01/2012     | \$54.88   | \$9.80  | \$0.00  | \$0.00                    | \$64.68    |
|                                                                                   | 08/01/2013     | \$56.98   | \$9.80  | \$0.00  | \$0.00                    | \$66.78    |
|                                                                                   | 08/01/2014     | \$59.08   | \$9.80  | \$0.00  | \$0.00                    | \$68.88    |
|                                                                                   | 08/01/2015     | \$61.18   | \$9.80  | \$0.00  | \$0.00                    | \$70.98    |
| DIVER TENDER<br><i>PILE DRIVER LOCAL 56 (ZONE 1)</i>                              | 08/01/2012     | \$54.88   | \$9.80  | \$0.00  | \$0.00                    | \$64.68    |
|                                                                                   | 08/01/2013     | \$56.98   | \$9.80  | \$0.00  | \$0.00                    | \$66.78    |
|                                                                                   | 08/01/2014     | \$59.08   | \$9.80  | \$0.00  | \$0.00                    | \$68.88    |
|                                                                                   | 08/01/2015     | \$61.18   | \$9.80  | \$0.00  | \$0.00                    | \$70.98    |

| <b>Classification</b>                                                   | <b>Effective Date</b> | <b>Base Wage</b> | <b>Health</b> | <b>Pension</b> | <b>Supplemental Unemployment</b> | <b>Total Rate</b> |
|-------------------------------------------------------------------------|-----------------------|------------------|---------------|----------------|----------------------------------|-------------------|
| FLAGGER & SIGNALER<br><i>LABORERS - ZONE 2</i>                          | 06/01/2012            | \$20.50          | \$7.10        | \$0.00         | \$0.00                           | \$27.60           |
|                                                                         | 12/01/2012            | \$20.50          | \$7.10        | \$0.00         | \$0.00                           | \$27.60           |
|                                                                         | 06/01/2013            | \$20.50          | \$7.10        | \$0.00         | \$0.00                           | \$27.60           |
|                                                                         | 12/01/2013            | \$20.50          | \$7.10        | \$0.00         | \$0.00                           | \$27.60           |
|                                                                         | 06/01/2014            | \$20.50          | \$7.10        | \$0.00         | \$0.00                           | \$27.60           |
|                                                                         | 12/01/2014            | \$20.50          | \$7.10        | \$0.00         | \$0.00                           | \$27.60           |
|                                                                         | 06/01/2015            | \$20.50          | \$7.10        | \$0.00         | \$0.00                           | \$27.60           |
|                                                                         | 12/01/2015            | \$20.50          | \$7.10        | \$0.00         | \$0.00                           | \$27.60           |
|                                                                         | 06/01/2016            | \$20.50          | \$7.10        | \$0.00         | \$0.00                           | \$27.60           |
|                                                                         | 12/01/2016            | \$20.50          | \$7.10        | \$0.00         | \$0.00                           | \$27.60           |
| For apprentice rates see "Apprentice- LABORER"                          |                       |                  |               |                |                                  |                   |
| FORK LIFT/CHERRY PICKER<br><i>OPERATING ENGINEERS LOCAL 4</i>           | 06/01/2012            | \$39.84          | \$10.00       | \$0.00         | \$0.00                           | \$49.84           |
|                                                                         | 12/01/2012            | \$40.46          | \$10.00       | \$0.00         | \$0.00                           | \$50.46           |
|                                                                         | 06/01/2013            | \$41.24          | \$10.00       | \$0.00         | \$0.00                           | \$51.24           |
|                                                                         | 12/01/2013            | \$42.02          | \$10.00       | \$0.00         | \$0.00                           | \$52.02           |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"              |                       |                  |               |                |                                  |                   |
| GENERATOR/LIGHTING PLANT/HEATERS<br><i>OPERATING ENGINEERS LOCAL 4</i>  | 06/01/2012            | \$28.09          | \$10.00       | \$0.00         | \$0.00                           | \$38.09           |
|                                                                         | 12/01/2012            | \$28.54          | \$10.00       | \$0.00         | \$0.00                           | \$38.54           |
|                                                                         | 06/01/2013            | \$29.09          | \$10.00       | \$0.00         | \$0.00                           | \$39.09           |
|                                                                         | 12/01/2013            | \$29.64          | \$10.00       | \$0.00         | \$0.00                           | \$39.64           |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"              |                       |                  |               |                |                                  |                   |
| HOISTING ENGINEER/CRANES/GRADALLS<br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2012            | \$39.84          | \$10.00       | \$0.00         | \$0.00                           | \$49.84           |
|                                                                         | 12/01/2012            | \$40.46          | \$10.00       | \$0.00         | \$0.00                           | \$50.46           |
|                                                                         | 06/01/2013            | \$41.24          | \$10.00       | \$0.00         | \$0.00                           | \$51.24           |
|                                                                         | 12/01/2013            | \$42.02          | \$10.00       | \$0.00         | \$0.00                           | \$52.02           |

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 06/01/2012**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 55      | \$21.91              | \$10.00 | \$0.00  | \$0.00                    | \$31.91    |
| 2    | 60      | \$23.90              | \$10.00 | \$0.00  | \$0.00                    | \$33.90    |
| 3    | 65      | \$25.90              | \$10.00 | \$0.00  | \$0.00                    | \$35.90    |
| 4    | 70      | \$27.89              | \$10.00 | \$0.00  | \$0.00                    | \$37.89    |
| 5    | 75      | \$29.88              | \$10.00 | \$0.00  | \$0.00                    | \$39.88    |
| 6    | 80      | \$31.87              | \$10.00 | \$0.00  | \$0.00                    | \$41.87    |
| 7    | 85      | \$33.86              | \$10.00 | \$0.00  | \$0.00                    | \$43.86    |
| 8    | 90      | \$35.86              | \$10.00 | \$0.00  | \$0.00                    | \$45.86    |

**Effective Date - 12/01/2012**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 55      | \$22.25              | \$10.00 | \$0.00  | \$0.00                    | \$32.25    |
| 2    | 60      | \$24.28              | \$10.00 | \$0.00  | \$0.00                    | \$34.28    |
| 3    | 65      | \$26.30              | \$10.00 | \$0.00  | \$0.00                    | \$36.30    |
| 4    | 70      | \$28.32              | \$10.00 | \$0.00  | \$0.00                    | \$38.32    |
| 5    | 75      | \$30.35              | \$10.00 | \$0.00  | \$0.00                    | \$40.35    |
| 6    | 80      | \$32.37              | \$10.00 | \$0.00  | \$0.00                    | \$42.37    |
| 7    | 85      | \$34.39              | \$10.00 | \$0.00  | \$0.00                    | \$44.39    |
| 8    | 90      | \$36.41              | \$10.00 | \$0.00  | \$0.00                    | \$46.41    |

**Notes:**

**Apprentice to Journeyworker Ratio:1:6**

|                   |            |         |        |        |        |         |
|-------------------|------------|---------|--------|--------|--------|---------|
| LABORER           | 06/01/2012 | \$29.35 | \$7.10 | \$0.00 | \$0.00 | \$36.45 |
| LABORERS - ZONE 2 | 12/01/2012 | \$29.60 | \$7.10 | \$0.00 | \$0.00 | \$36.70 |
|                   | 06/01/2013 | \$30.10 | \$7.10 | \$0.00 | \$0.00 | \$37.20 |
|                   | 12/01/2013 | \$30.60 | \$7.10 | \$0.00 | \$0.00 | \$37.70 |
|                   | 06/01/2014 | \$31.10 | \$7.10 | \$0.00 | \$0.00 | \$38.20 |
|                   | 12/01/2014 | \$31.60 | \$7.10 | \$0.00 | \$0.00 | \$38.70 |
|                   | 06/01/2015 | \$32.10 | \$7.10 | \$0.00 | \$0.00 | \$39.20 |
|                   | 12/01/2015 | \$32.60 | \$7.10 | \$0.00 | \$0.00 | \$39.70 |
|                   | 06/01/2016 | \$33.10 | \$7.10 | \$0.00 | \$0.00 | \$40.20 |
|                   | 12/01/2016 | \$33.85 | \$7.10 | \$0.00 | \$0.00 | \$40.95 |

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - LABORER - Zone 2**

**Effective Date - 06/01/2012**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 60      | \$17.61              | \$7.10 | \$0.00  | \$0.00                    | \$24.71    |
| 2    | 70      | \$20.55              | \$7.10 | \$0.00  | \$0.00                    | \$27.65    |
| 3    | 80      | \$23.48              | \$7.10 | \$0.00  | \$0.00                    | \$30.58    |
| 4    | 90      | \$26.42              | \$7.10 | \$0.00  | \$0.00                    | \$33.52    |

**Effective Date - 12/01/2012**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 60      | \$17.76              | \$7.10 | \$0.00  | \$0.00                    | \$24.86    |
| 2    | 70      | \$20.72              | \$7.10 | \$0.00  | \$0.00                    | \$27.82    |
| 3    | 80      | \$23.68              | \$7.10 | \$0.00  | \$0.00                    | \$30.78    |
| 4    | 90      | \$26.64              | \$7.10 | \$0.00  | \$0.00                    | \$33.74    |

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

|                                                                                       |            |         |         |        |        |         |
|---------------------------------------------------------------------------------------|------------|---------|---------|--------|--------|---------|
| <b>OILER (OTHER THAN TRUCK CRANES,GRADALLS)</b><br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2012 | \$21.31 | \$10.00 | \$0.00 | \$0.00 | \$31.31 |
|                                                                                       | 12/01/2012 | \$21.65 | \$10.00 | \$0.00 | \$0.00 | \$31.65 |
|                                                                                       | 06/01/2013 | \$22.07 | \$10.00 | \$0.00 | \$0.00 | \$32.07 |
|                                                                                       | 12/01/2013 | \$22.49 | \$10.00 | \$0.00 | \$0.00 | \$32.49 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

|                                                                             |            |         |         |        |        |         |
|-----------------------------------------------------------------------------|------------|---------|---------|--------|--------|---------|
| <b>OILER (TRUCK CRANES, GRADALLS)</b><br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2012 | \$24.60 | \$10.00 | \$0.00 | \$0.00 | \$34.60 |
|                                                                             | 12/01/2012 | \$24.99 | \$10.00 | \$0.00 | \$0.00 | \$34.99 |
|                                                                             | 06/01/2013 | \$25.47 | \$10.00 | \$0.00 | \$0.00 | \$35.47 |
|                                                                             | 12/01/2013 | \$25.96 | \$10.00 | \$0.00 | \$0.00 | \$35.96 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

|                                                                                      |            |         |         |        |        |         |
|--------------------------------------------------------------------------------------|------------|---------|---------|--------|--------|---------|
| <b>OTHER POWER DRIVEN EQUIPMENT - CLASS II</b><br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2012 | \$39.47 | \$10.00 | \$0.00 | \$0.00 | \$49.47 |
|                                                                                      | 12/01/2012 | \$40.09 | \$10.00 | \$0.00 | \$0.00 | \$50.09 |
|                                                                                      | 06/01/2013 | \$40.86 | \$10.00 | \$0.00 | \$0.00 | \$50.86 |
|                                                                                      | 12/01/2013 | \$41.64 | \$10.00 | \$0.00 | \$0.00 | \$51.64 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

|                                                                                         |            |         |        |        |        |         |
|-----------------------------------------------------------------------------------------|------------|---------|--------|--------|--------|---------|
| <b>PANEL &amp; PICKUP TRUCKS DRIVER</b><br><i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 08/01/2012 | \$29.68 | \$8.91 | \$0.00 | \$0.00 | \$38.59 |
|                                                                                         | 12/01/2012 | \$30.28 | \$9.07 | \$0.00 | \$0.00 | \$39.35 |

|                                                                                     |            |         |         |        |        |         |
|-------------------------------------------------------------------------------------|------------|---------|---------|--------|--------|---------|
| <b>POWER SHOVEL/DERRICK/TRENCHING MACHINE</b><br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2012 | \$39.84 | \$10.00 | \$0.00 | \$0.00 | \$49.84 |
|                                                                                     | 12/01/2012 | \$40.46 | \$10.00 | \$0.00 | \$0.00 | \$50.46 |
|                                                                                     | 06/01/2013 | \$41.24 | \$10.00 | \$0.00 | \$0.00 | \$51.24 |
|                                                                                     | 12/01/2013 | \$42.02 | \$10.00 | \$0.00 | \$0.00 | \$52.02 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

|                                                                       |            |         |         |        |        |         |
|-----------------------------------------------------------------------|------------|---------|---------|--------|--------|---------|
| <b>PUMP OPERATOR (CONCRETE)</b><br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2012 | \$39.84 | \$10.00 | \$0.00 | \$0.00 | \$49.84 |
|                                                                       | 12/01/2012 | \$40.46 | \$10.00 | \$0.00 | \$0.00 | \$50.46 |
|                                                                       | 06/01/2013 | \$41.24 | \$10.00 | \$0.00 | \$0.00 | \$51.24 |
|                                                                       | 12/01/2013 | \$42.02 | \$10.00 | \$0.00 | \$0.00 | \$52.02 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| Classification                                                                            | Effective Date | Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|-------------------------------------------------------------------------------------------|----------------|-----------|---------|---------|---------------------------|------------|
| PUMP OPERATOR (DEWATERING, OTHER)<br><i>OPERATING ENGINEERS LOCAL 4</i>                   | 06/01/2012     | \$28.09   | \$10.00 | \$0.00  | \$0.00                    | \$38.09    |
|                                                                                           | 12/01/2012     | \$28.54   | \$10.00 | \$0.00  | \$0.00                    | \$38.54    |
|                                                                                           | 06/01/2013     | \$29.09   | \$10.00 | \$0.00  | \$0.00                    | \$39.09    |
|                                                                                           | 12/01/2013     | \$29.64   | \$10.00 | \$0.00  | \$0.00                    | \$39.64    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                                |                |           |         |         |                           |            |
| ROLLER/SPREADER/MULCHING MACHINE<br><i>OPERATING ENGINEERS LOCAL 4</i>                    | 06/01/2012     | \$39.47   | \$10.00 | \$0.00  | \$0.00                    | \$49.47    |
|                                                                                           | 12/01/2012     | \$40.09   | \$10.00 | \$0.00  | \$0.00                    | \$50.09    |
|                                                                                           | 06/01/2013     | \$40.86   | \$10.00 | \$0.00  | \$0.00                    | \$50.86    |
|                                                                                           | 12/01/2013     | \$41.64   | \$10.00 | \$0.00  | \$0.00                    | \$51.64    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                                |                |           |         |         |                           |            |
| SPECIALIZED EARTH MOVING EQUIP < 35 TONS<br><i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>  | 08/01/2012     | \$30.44   | \$8.91  | \$0.00  | \$0.00                    | \$39.35    |
|                                                                                           | 12/01/2012     | \$30.74   | \$8.91  | \$0.00  | \$0.00                    | \$39.65    |
| SPECIALIZED EARTH MOVING EQUIP > 35 TONS<br><i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>  | 08/01/2012     | \$30.73   | \$8.91  | \$0.00  | \$0.00                    | \$39.64    |
|                                                                                           | 12/01/2012     | \$31.03   | \$8.91  | \$0.00  | \$0.00                    | \$39.94    |
| TRACTORS/PORTABLE STEAM GENERATORS<br><i>OPERATING ENGINEERS LOCAL 4</i>                  | 06/01/2012     | \$39.47   | \$10.00 | \$0.00  | \$0.00                    | \$49.47    |
|                                                                                           | 12/01/2012     | \$40.09   | \$10.00 | \$0.00  | \$0.00                    | \$50.09    |
|                                                                                           | 06/01/2013     | \$40.86   | \$10.00 | \$0.00  | \$0.00                    | \$50.86    |
|                                                                                           | 12/01/2013     | \$41.64   | \$10.00 | \$0.00  | \$0.00                    | \$51.64    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                                |                |           |         |         |                           |            |
| TRAILERS FOR EARTH MOVING EQUIPMENT<br><i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>       | 08/01/2012     | \$31.02   | \$8.91  | \$0.00  | \$0.00                    | \$39.93    |
|                                                                                           | 12/01/2012     | \$31.32   | \$8.91  | \$0.00  | \$0.00                    | \$40.23    |
| TREE TRIMMER<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>                        | 02/01/2009     | \$16.59   | \$2.42  | \$0.00  | \$0.00                    | \$19.01    |
| This classification applies only to the trimming of branches on and around utility lines. |                |           |         |         |                           |            |
| TREE TRIMMER GROUNDMAN<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>              | 02/01/2009     | \$14.64   | \$2.42  | \$0.00  | \$0.00                    | \$17.06    |
| This classification applies only to the trimming of branches on and around utility lines. |                |           |         |         |                           |            |
| VAC-HAUL/CATCH BASIN CLEANING<br><i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>             | 08/01/2012     | \$30.44   | \$8.91  | \$0.00  | \$0.00                    | \$39.35    |
|                                                                                           | 12/01/2012     | \$30.74   | \$8.91  | \$0.00  | \$0.00                    | \$39.65    |

**Additional Apprentice Information:**

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

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

All steps are six months (1000 hours) unless otherwise specified.

- \* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- \*\* Multiple ratios are listed in the comment field.
- \*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- \*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

## EXHIBIT D: REVENUE SHARING OF PAPER

The City of Beverly will be sharing in the value of the paper collected under the Recyclable Collection if the average as described herein value exceeds \$80.00 per ton. This paper is defined as Mixed Paper under the Designated Recyclables.

Should the average price based on **Pulp & Paper Week**\* for # 8 news New England High price issued on the 5<sup>th</sup> of the month for the preceding 12 months of each contract period exceed \$80.00 per ton the following flat fee reimbursements to the City shall apply and shall become due 30 days after each preceding contract year.

\* prices on the 5<sup>th</sup> of the month

As of October 2012, Pulp & Paper Week now incorporates Official Board Markets (OBM, The Yellow Sheet)

| AVERAGE PRICE PER TON #8 NEWS<br>NEW ENGLAND HIGH as found in Pulp & Paper<br>Week 5 <sup>th</sup> of the month issue | AMOUNT REIMBURSED TO THE CITY OF<br>BEVERLY |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| \$80 – 84.99                                                                                                          | \$10,000.00                                 |
| \$85 – 89.99                                                                                                          | \$15,000.00                                 |
| \$90.00 TO \$94.99                                                                                                    | \$20,000.00                                 |
| \$95.00 TO \$100.00                                                                                                   | \$25,000.00                                 |
| \$100.00 – 104.99                                                                                                     | \$30,000.00                                 |
| \$105 – 109.99                                                                                                        | \$35,000.00                                 |
| \$110 – 114.99                                                                                                        | \$40,000.00                                 |
| \$115 – 119.99                                                                                                        | \$45,000.00                                 |
| \$120 – 124.99                                                                                                        | \$50,000.00                                 |

Should the average price as calculated in the above formula not exceed \$80.00 per ton there shall be no reimbursement to the City of Beverly. Should the average price per ton exceed \$125.00 the amounts shown in the above chart, the same ratio for price per ton and amount reimbursed shall apply at each \$5 per ton increment.

If Pulp & Paper is no longer reflective of prevailing market conditions, then The City of Beverly may propose to use any such alternative publication(s) to determine the price for wastepaper. Contractor's consent, which shall not be unreasonably withheld, to the use of such alternate publications shall be required. The classification of the collected newspaper stream under the Recyclables Collection Contract shall continue to be #6 News. However in the event #6 News classification is eliminated in the alternative publication the City uses, the City shall use the classification that the eliminated # 6 is now most commonly referred to.

# EXHIBIT E: SAMPLE CONTRACT

AGREEMENT BY AND BETWEEN  
THE CITY OF BEVERLY  
AND  
(CONTRACTOR)

This agreement made and entered into this (DATE OF AGREEMENT), by and between the City of Beverly, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "City", by and through its Mayor, William F. Scanlon and (Contractor / Address), the Contractor.

ARTICLE I. The Contractor agrees to furnish and deliver services, materials, supplies, or equipment as follows:

Municipal Waste Services as set forth in the Invitation to Bid and, to the extent not contradicted by the specifications and consistent with applicable law, the Contractor's Bid documents annexed hereto and incorporated hereby by reference marked Exhibit "1". This Contract is subject to and conditioned upon appropriation both of which are by the City.

ARTICLE II. The City agrees to pay the sum of \$\_\_\_\_\_ payable in monthly payments equaling 1/12 of the annual fee upon receipt of a monthly invoice. In the year one, \$\_\_\_\_\_ in the year two, \$\_\_\_\_\_ in the year three, \$\_\_\_\_\_ in the year four, \$\_\_\_\_\_ in the year five, \$\_\_\_\_\_

ARTICLE III. The Contractor shall submit and conform to all determinations and directions of the designee of the City of Beverly relating to the services and its delivery, suitability, amount, quality and value of everything furnished, and respond to any other questions which may arise as to the product and services and the time and manner of their delivery.

ARTICLE IV. If the Contractor shall fail to furnish and deliver any of said product and/or services as required under the terms of this agreement after the purchase order for same has been given to the Contractor or mailed to him/her at the business address stated in his/her proposal, the City, acting by the Purchasing Agent, may obtain the product and/or services ordered from any other source, and the City shall give to the Contractor or mail to him/her at the business address stated in his/her proposal, a notice, signed by the Purchasing Agent, that the Contractor has failed to carry out the contract to the satisfaction of the Purchasing Agent and as required by the terms of said Bid Document. Upon such default, the Purchasing Agent may at his/her discretion and without further notice, cancel the contract.

ARTICLE V. Upon such default, the City may charge to the Contractor (and deduct from contract sums then or thereafter payable to the Contractor, if any there be) any and all costs and expenses incurred by the City as a direct or indirect consequence of such default, including, without limitation, any excess cost of material or service, any administrative costs or expenses, and all costs of collection of amounts payable by the Contractor hereunder (including reasonable attorney's fee).

ARTICLE VI. The contract is made subject to all laws of the Commonwealth, and the ordinances of the City, and if any clause hereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances shall govern in lieu thereof.

ARTICLE VII. The Contractor shall furnish such bond as may be required by law (including without limitation M.G.L. c.149 §29) to insure the faithful performance of this contract, with a surety duly licensed to issue such bond in the Commonwealth of Massachusetts satisfactory to the City.

ARTICLE VIII. In the performance of all work, after award and prior to completion of the contract work, the Contractor will not discriminate on grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

ARTICLE IX. The Contractor shall not assign this contract without the express prior written consent of the City of Beverly.

ARTICLE X. The Contractor shall indemnify and save harmless the City of Beverly and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of Contractor action or failure to act. Certificates of Insurances shall be filed with the City and shall be subject to its approval for adequacy of protection.

WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

City of Beverly

Contractor

William F. Scanlon, Mayor  
As to Appropriation:

John Dunn, Finance Director

SAMPLE

## **EXHIBIT F: INSURANCE REQUIREMENT**

### INSURANCE REQUIREMENTS

- A. The General Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage which might arise from and during operations under this Contract, whether such operations be by himself or by a Subcontractor or anyone directly or indirectly employed by either of them.
- B. Contractor shall not commence work under this Contract until he has obtained all insurance required herein nor until such insurance has been approved by the Owner. Contractor shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.
- C. Subcontracts: Contractor shall either (1) require each Subcontractor to procure and to maintain during the life of his Subcontract, Subcontractor has General Liability and Property Damage Insurance of same type and in such manner as specified herein, or (2) Insure activities of his Subcontractors on his own policy.
- D. All insurance required by this Document shall be provided by a Best "A+ VIII" rated company, or companies, authorized to do business in the Commonwealth of Massachusetts and satisfactory to the owner and shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.
- E. Certificates: Certificates of Insurance acceptable to the Owner shall be submitted in triplicate to the Owner simultaneously with the execution of the Contract. Certificates shall indicate that broad form Contractual Liability coverage is in force, as well as deletions of the XCU exclusions. Certificates shall contain a provision that the insurance company will notify the Owner by registered mail at least (60) calendar days in advance of any cancellation, non-renewal, change or expiration of the policies. Certificates shall include description of coverage, effective dates and expiration dates of policies and shall clearly indicate all exclusions (other than standard policy form exclusions contained in the basic policy) which will be added to the policies provided.

F. Deductibles: In the event of paid claims, Contractor shall bear costs of any amounts deductible.

G. The Owner shall be named as additional insured under all policies.

## COVERAGE AND LIMITS

A. Workers' Compensation Insurance:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain Workers Compensation and Employers Liability Insurance in accordance with the law and regulations of the Commonwealth of Massachusetts. The limits of liability provided shall be as follows:

|             |                               |
|-------------|-------------------------------|
| Coverage A: | Statutory                     |
| Coverage B: | \$500,000/\$500,000/\$500,000 |

B. Contractor's Liability Insurance

The Contractor shall purchase and maintain Commercial General Liability Insurance and cause all subcontractors and lower tier contractors to maintain the same throughout the term of the Work. Commercial General Liability Insurance must with all applicable broad form endorsements. Such insurance shall be on the 1986 standard insurance Service Office occurrence coverage form (or any later amendments or revisions thereto).

Limits of liability to be provided shall be as follows:

|                                         |             |
|-----------------------------------------|-------------|
| Bodily Injury and Property Damages      | \$1,000,000 |
| Personal Injury and Advertising Injury  | \$1,000,000 |
| General Aggregate                       | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Medical Payments                        | \$ 10,000   |

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this Document. The City of Beverly must be added as an additional Insured as their interest may appear.

C. Business Automobile Liability:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented and hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage: \$1,000,000 per occurrence

Automobile physical damage coverage shall be at the option of the Contractor, all subcontractors and lower tier contractors. The Owner shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

The City of Beverly must be added as an additional insured as their interest may appear.

D. Umbrella or Excess Liability

Umbrella or Excess Liability shall be provided in excess of the primary limits of liability required above. Coverage shall be at least as broad as provided in the primary coverage required.

The limits of liability to be provided shall be as follows:

\$5,000,000 per occurrence Bodily Injury and Property Damage  
\$5,000,000 per occurrence Personal Injury and Advertising Injury  
\$5,000,000 General Aggregate  
\$5,000,000 Products and Completed Operations Aggregate

INDEMNIFICATION

The Contractor shall take responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work and shall bear all losses resulting to it on account of amount or character of the work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out the Contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Designer, the Owner, and their officers and agents from all claims relating to labor performed or furnished and materials used or employed for the work: to inventions, patents and patent rights used in and in doing the work unless injuries to any person or corporation received or sustained by or from the Contractor and its employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and its employees therein.

PERFORMANCE AND PAYMENT BONDS

The Contractor shall provide the Owner with a performance bond and a labor and materials or payment bond executed by a surety company licensed by the Commonwealth of Massachusetts.

## EXHIBIT G: FREQUENTLY ASKED QUESTIONS

**Question:** May I have copy of the current City of Beverly contract for the Municipal Waste and Recycling collection and the contract for operation of the municipally owned compost facility?

**Answer:** Yes, a copy of both current contracts are available at:

<http://www.beverlyma.gov/departments/procurement/forms>

**Question:** Can the process for collecting white goods and CRT's be more fully described? Are service recipients required to register with contractor to be collected or is contractor required to canvass entire route to collect only stickered units?

**Answer:** Residents make appointments thru the City of Beverly Engineering Department for CRT's and White Goods. The Engineering Department creates and then sorts the list by collection day order. The sorted list is available on the third Friday of each month @ 1 p.m. and is available electronically. White Goods and CRT's are collected on the third Saturday of each month.

**Question:** "Will the City accept any alternative proposals (ei: single stream collection of wheeled carts provided by the contractor)?"

**Answer:** The City of Beverly will **Not** accept any alternative proposals for single stream collection of wheeled carts provided by the contractor.

**Question:** "What is the City' tip fee at RESCO?"

|                                                    |                 |
|----------------------------------------------------|-----------------|
| <b>Answer:</b> July 1, 2012 through June 30, 2013: | \$75.00 per ton |
| July 1, 2013 through June 30, 2014:                | \$77.50 per ton |
| July 1, 2014 through June 30, 2015:                | \$78.00 per ton |
| July 1, 2015 through June 30, 2016:                | \$79.00 per ton |

**Question:** "Is bulky waste (such as carpeting, couches, mattresses, box springs, large furniture, etc.) to be collected by the contractor & is the contractor allowed to capture an extra charge for these items or is this to be included in the overall original bid price?"

**Answer:** Bulky waste (such as carpeting, couches, mattresses, box springs, large furniture, etc.) is not stickered and **shall** be collected by the contractor. The contractor is **not** allowed to capture an extra charge for these items; they are to be included in the overall original bid price.

**Question:** "Can the cost for the special pick up of stickered white goods & CRTs be billed on a per unit basis or do we need to build that cost into the overall bid price?"

**Answer:** White goods are not stickered, and the cost is included in the contract. CRT's and Televisions are billed per unit at \$20.00 by the Contractor to the City of Beverly.

# City of Salem



## Invitation for Bids 0-26

for

# Solid Waste and Recyclable Material Collection and Transportation

December 10, 2013

### **BIDS DUE:**

Thursday, January 24, 2013 at 11:00 AM

Late Bids Will Be Rejected

### **DELIVER TO COMPLETED SUBMISSIONS TO:**

City of Salem  
Purchasing Department  
Attn: Whitney Haskell  
120 Washington Street, 3<sup>rd</sup> Floor Salem, MA 01970  
(978) 619-5695  
whaskell@salem.com

**City of Salem  
Invitation for Bids  
O-26  
for  
Solid Waste and Recyclable Material Collection and Transportation**

The City of Salem ('City') is inviting sealed bids to provide municipal solid waste and recycling collection and transportation for a term of five (5) years, commencing July 1, 2013 and ending June 30, 2018.

The City is a diverse community with a population of approximately 43,000 people living in roughly 15,400 households. In the calendar year 2011, the City collected approximately 13,234 tons of solid waste, 1,751 tons of mixed paper and 1,233 tons of commingled materials. There are currently 137 miles of road in the City of Salem, which occupies an area of 7.99 square miles.

The City collects solid waste and recyclable materials from residential units and 200 small businesses, eight (8) schools and municipal facilities and locations. The school, certain public housing complexes, certain condominiums and municipal facilities are served with dumpsters for solid waste collection. Recyclable materials are collected from municipal facilities and schools using 95-gallon wheeled carts or dumpsters, if indicated herein. Recycling shall be collected from all business that place material curbside of whether they are included in the list of small business from which solid waste is collected, as long as the business is on an existing trash route.

The solid waste will be collected and transported to Convanta Energy, and the recyclable Material will be collected and transported to North Shore Recycled Fibers.

Pursuant to M.G.L. c.30B, §1(b)(30), this procurement is exempt from the requirements of the Uniform Procurement Act, and as such is **not** being conducted in accordance with the statute.

**I. BID SUBMISSION REQUIREMENTS AND GENERAL INFORMATION**

All required bid forms must be fully completed.

**A. Bid Delivery**

All bids must be delivered to:

The Office of the Purchasing Agent  
Attn: Whitney Haskell  
120 Washington Street, 3<sup>rd</sup> Floor  
Salem, MA 01970

Office Hours:

Monday-Wednesday: 8:00 AM to 4:00 PM  
Thursday: 8:00 AM to 7:00 PM  
Friday: 8:00 AM to 12:00 PM

All bids must be delivered by:

11:00 AM, on Wednesday, January 24, 2013.  
Late Bids will be rejected

All bids must be submitted in a sealed envelope and must be marked as follows:

Invitation for Bids  
Solid Waste and Recycling  
January 24, 2013  
11:00 AM

Two (2) original and Fourteen (14) copies of the bid must be submitted.

### **B. Bid Signatures**

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

### **C. Conditional Bids**

Conditional bids will not be accepted.

### **D. Bid Bond**

All bid submittals must include bid security, in the form of a bid bond, certified check or treasurer's check, issued by a responsible bank or trust company in the amount of twenty thousand dollars (\$20,000).

### **E. Certificate of Non-Collusion**

All bids must include a signed non-collusion form, certifying that the bid was made in good faith and without collusion or fraud.

*See Certificate of Non-Collusion.*

### **F. Tax Compliance Certification**

All bids must include a signed tax compliance certification, certifying that the bidder has complied with all state laws relating to taxes, reporting of employees and contractors, and child support.

*See Tax Compliance Certification.*

### **G. Time for Acceptance**

The contract will be awarded within 60 days after the bid opening, unless extended by mutual agreement between the City and the apparent low bidder.

#### **H. Changes and Addenda**

If any changes are made to this Invitation for Bids, an addendum will be issued. Addenda will be mailed to all bidders on record as having picked up this Invitation for Bids.

#### **I. Questions**

Questions regarding this Invitation for Bids must be submitted in writing, by 4:00 PM, at least seven (7) calendar days prior to the bid opening, to either:

Whitney Haskell  
Purchasing Agent, City of Salem  
120 Washington Street, 3<sup>rd</sup> Floor  
Salem, MA 01970  
[whaskell@salem.com](mailto:whaskell@salem.com)  
or

David Gelineau  
Purchasing Agent, City of Beverly  
Beverly City Hall  
191 Cabot Street  
Beverly, MA 01915  
[dgelineau@beverlyma.gov](mailto:dgelineau@beverlyma.gov)

Written responses will be mailed to all bidders on record as having picked up this Invitation for Bids.

#### **J. Modification or Withdrawal of Bids, Mistakes and Minor Informalities**

A bidder may correct, modify, or withdraw a bid by written notice received by City of Salem prior to the time and date set for the bid opening.

Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original Invitation for Bids

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

#### **K. Right to Cancel/Reject**

The City of Salem may cancel this Invitation for bids, or reject any and all bids, if the City of Salem determines that cancellation or rejected serves the best interest of the awarding authority.

#### **L. Pre-Bid Conference**

A pre-bid conference will be held at 10:00 AM, on Tuesday, December 18, 2012 at 120 Washington Street, 3<sup>rd</sup> Floor, Salem, MA 01970.

#### **M. Bid Prices**

All bid prices submitted in response to the Invitation for Bids must remain firm for the length of the contract.

All bidders must complete the Bid Pricing Form included in the Invitation for Bids.

*See Bid Pricing Form.*

#### **N. Unforeseen Office Closure**

If, at the time of the scheduled bid opening, 120 Washington Street, 3<sup>rd</sup> Floor, Salem, MA 01970 is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 11:00 AM on the next normal business day. Bids will be accepted until that date and time.

#### **O. References**

All bidders must provide a list of at least three (3) communities in which they are providing or have provided services comparable to the scope of services described in this Invitation for Bids.

*See 'Reference Form' as Attachment A*

#### **P. Rule for Award**

If a contract is awarded, it will be awarded to the lowest priced responsive and responsible bidder complying with the conditions set forth in the contract documents, provided that acceptance of the bid is, in the opinion of the awarding authority, in the best interest of the City of Salem.

Bids will be compared on the basis of the total price for the five-year contract price stated in the Form of General Bid. Under the bid, the comparison of prices for award purposes will be the "Total Price for the Five Year Contract from July 1, 2013 to June 30, 2018" found on Price Page B, page 1. If the City determines elects to award Alternatives 1, 2, and/or 3 the award will based on the values contained on Price Page B, pages 2 and 3.

#### **Q. Approval**

Award of this contract, for the City of Salem, is subject to City Council vote and approval of

the Mayor of the City of Salem.

## **R. Insurance Requirements**

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

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

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

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

1. WORKMEN'S COMPENSATION INSURANCE:  
-as required by the General Laws of the Commonwealth of Massachusetts.
2. BODILY INJURY PREMISE-OPERATION, CONTRACTOR'S PROTECTIVE AND COMPLETED OPERATIONS PUBLIC LIABILITY INSURANCE:  
-in the amounts required in (A) above.
3. PROPERTY DAMAGE PREMISES-OPERATIONS, CONTRACTOR'S PROTECTIVE AND COMPLETED OPERATIONS PUBLIC LIABILITY INSURANCE:  
-in the amounts required in (B) above.
4. BODILY INJURY LIABILITY INSURANCE COVERING THE OPERATION OF ALL MOTOR VEHICLES OWNED BY THE CONTRACTOR AND VEHICLES NOT OWNED BY THE CONTRACTOR, WHILE SUCH VEHICLES ARE BEING OPERATED IN CONNECTION WITH THE PROSECUTION OF THE WORK UNDER THIS CONTRACT:  
-in the amounts required in (A) above.
5. PROPERTY DAMAGE LIABILITY INSURANCE COVERING THE OPERATION OF ALL MOTOR VEHICLES OWNED BY THE CONTRACTOR AND VEHICLES NOT OWNED BY THE CONTRACTOR WHILE SUCH VEHICLES ARE BEING OPERATED IN CONNECTION WITH PROSECUTION OF THE WORK UNDER THIS CONTRACT:  
-in the amounts required in (B) above.
6. CONTRACTUAL LIABILITY INSURANCE COVERING THE LIABILITY ASSUMED BY THE CONTRACTOR:  
-in the amounts required under (A) and (B) above.

7. OWNER'S PROTECTIVE INSURANCE SECURED BY THE CONTRACTOR IN BEHALF OF THE CITY WHICH WILL DIRECTLY PROTECT THE CITY AND/OR ITS EMPLOYEES, AGENTS AND OFFICERS FROM LIABILITY FOR BODILY INJURIES, INCLUDING ACCIDENT DEATH:
  - in the amounts required in (A) above and
8. FOR PROPERTY DAMAGE:
  - in the amounts required in (B) above.

All policies shall be so written that the City will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the City before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the City 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, except as caused by the negligent acts and/or omissions of the City. The certificate of insurance shall be delivered to the City at least fifty (50) days prior to July 1 of each year that this Contract is in force and effect. Failure to provide insurance requirements shall be cause to terminate this Contract.

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

## **S. Prevailing Wage**

Wage rates are subject to the minimum rates per M.G.L. c.149, §§ 26-27h, inclusive. These rates are included in the bid documents.

Attached copies of Prevailing Wage Rates and the Statement of Compliance from the Mass. Dept. of Labor and Industries must be reviewed and complied with. If none are attached, the rates are available at the Office of the Purchasing Agent, 120 Washington Street, 3rd floor, Salem, MA 01970.

Certified Weekly Payroll documents shall be sent to the Purchasing Agent, 120 Washington Street, 3rd floor, Salem, MA 01970. They shall be sent three (3) business days after the close of the previous work week.

*See Attachment B*

## **T. Terms and Conditions**

All terms and conditions stated in Part II, the Scope of Services, shall be incorporated by reference into any contract that may result.

## **II. SCOPE OF SERVICES**

Please refer to the "Model Contract and Scope of Work for Solid Waste and Recyclable Materials Collection and Transportation," attached to this Invitation for Bids.



**(3) Reference:** \_\_\_\_\_  
(contact person) (Community)

Address: \_\_\_\_\_  
(street) (City/Town) (State) (zipcode)

Phone: ( ) - Fax: ( ) -

Email: @

Dates of Services Provided:

Description of services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Version Date: 12/4/12**

**City of Salem, Massachusetts  
Model Contract and Scope of Work  
For  
Solid Waste and Recyclable Materials  
Collection and Transportation**

**City of Salem  
Washington Street  
Salem, Massachusetts 01970**

**Date  
July 1, 2013**

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## CONTRACT

The City of Salem, a municipal corporation located in the Commonwealth of Massachusetts, by its Mayor, duly authorized who, however, incurs no personal liability by reason of the execution hereof or anything herein contained, and (herein designated as the "Contractor") agree as follows:

1. Whenever the word "Contractor" is used in this agreement, it shall be understood to include his, hers, theirs, or its heirs, executors, administrators, successors, assigns, employees, agents and representatives. The Contractor shall do all the work and furnish all the material, equipment and labor, except as herein otherwise specified, necessary or proper for performing and completing the work hereinafter specified.
2. Whenever the word "City" is used in this agreement, it shall be understood to mean the City of Salem, Massachusetts, acting through its Mayor. The word "Engineer" or "Engineers", "Department of Public Services" or "City Engineer", or pronouns in place of them shall be deemed to refer to said Mayor of the City of Salem, Massachusetts, either directly or through his or her properly authorized assistants or agents acting severally within the scope of the particular duties entrusted to them.
3. The Contractor agrees to do all the work and furnish all the vehicles, equipment and labor for collecting, and transporting of all the solid waste and curbside recycling collected within the City of Salem during the term of this Contract, as set forth herein, all in accordance with the terms and provisions of this Contract, in a proper, thorough and workmanlike manner and to the reasonable satisfaction of the Mayor.

## Overview

### 1-A Description of Contract

The Contractor shall provide the City of Salem with municipal solid waste and recyclable materials collection and transportation. The term will be for a five-year period commencing July 1, 2013, except as otherwise provided herein, and ending June 30, 2018.

### 1-B Community Profile

The City of Salem is a diverse community with a population of approximately 43,000 people living in roughly 15,400 households. In calendar year (hereinafter "CY") 2011 the City collected approximately 13,234 tons of solid waste, 1,751 tons of mixed paper and 1,233 tons of commingled materials as listed in Appendix A. There are currently 137 miles of road in the City of Salem, which occupies an area of 7.99 square miles.

### 1-C Description of Solid Waste & Recycling Collection Program

The City collects solid waste and recyclable materials from residential units and 200 small businesses as defined herein and listed in Appendix A, and 8 schools and municipal facilities and locations as listed in Appendix B. The schools, certain public housing complexes, certain condominiums and municipal facilities are serviced with dumpsters for solid waste collection, unless otherwise noted. Recyclable materials are collected from municipal facilities and schools using 95-gallon wheeled carts or dumpsters, if indicated. Recycling shall be collected from all business that place material curbside regardless of whether they are included in the list of small

businesses from which solid waste is collected, as long as the business is on an existing trash route.

#### **1-D Definitions**

**BAG** -Plastic sacks designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top. Volume shall not exceed 35 gallons and total weight of a bag and its contents shall not exceed 50 lbs.

**BULKY WASTE** – Furniture, predominantly non-metallic, weighing over 50 pounds. Also includes microwaves, etc. Does not include construction debris or carpeting.

**BUNDLE** - Items securely tied together forming an easily handled package not to exceed three feet in length or 50 lbs. in weight.

**CITY** - The City of Salem Massachusetts.

**CITY ENGINEER** – City Engineer, Engineering Business Manager, or his/her designee.

**CONSTRUCTION DEBRIS**: - Waste building materials resulting from construction, remodeling, repair or demolition operations. Examples include wood, asbestos, roof tiles, toilets, sinks, asphalt, brick, earth, gypsum, concrete etc.

**CONTAINER** - A receptacle for solid waste or recycling. For the purposes of curbside collection of solid waste, a container shall mean a receptacle with a capacity no greater than 35 gallons constructed of plastic, metal, or fiberglass, having handles or construction to provide adequate strength for lifting and having a tight fitting lid. The mouth of the container for curbside collection of solid waste shall have a diameter greater than or equal to that of the base. The weight of the container and its contents shall not exceed 50 lbs.

For purposes of recycling, you may use 18 gallon blue recycling bins or the container of your choice up to 35 gallons, not weighing more than 50 lbs. These containers must be identified as Recycling by obtaining a free sticker at the Engineering Dept., 4<sup>th</sup> floor at 120 Washington Street or DPS at 5 Jefferson Avenue.

**CONTRACT DOCUMENTS** – This Contract, the Bid Documents, Contractor's Performance Bond, and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

**CONTRACTOR(s)** - The Company or Corporation receiving the Contract for Municipal Solid Waste Services and/or Recycling Services with the City of Salem.

**EQUIVALENT NO. OF BAGS** – No more than 105 gallons in total when placed in 3 or less bags or receptacles.

**HAZARDOUS MATERIALS** - As defined in Section 3-S.

**DISPOSAL FACILITY** - All solid waste must be delivered to one of three Covanta facilities in Lynn, Haverhill or Danvers. The specifics must be coordinated directly with Covanta.

**HOLIDAY** - The term "holiday" when used in connection with days of collection, shall include Sundays in addition to the following eleven Holidays: New Year's Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and such other holidays as determined by the City. In extenuating circumstances the hauler and City may change or not change the schedule depending on the holiday date; upon mutual agreement.

**HOUSEHOLD** - The single residential unit within a single or multi-family complex.

**MANAGING AGENT** - A full-time employee of the Contractor who shall work with the City to address resident complaints, educate residents about recycling, identify unacceptable waste placed at curbside and other duties outlined in Contractor's response to the City's Invitation to Bid.

**MANDATORY RECYCLING** - It is anticipated that mandatory recycling will be enforced; one example of potential enforcement is that trash will not be picked up unless there is corresponding recycling at curbside. Details will be worked out with the contractor.

**MUNICIPAL COLLECTION PROGRAM** - Program that collects solid waste and recyclable materials, including yard waste and non-Freon/refrigerant bearing white goods and scrap metal from eligible residents, small businesses, municipal buildings, and schools. **MUNICIPAL FACILITIES** - The municipal locations listed in Appendix B.

**OVERFLOW BAG**- It is anticipated that the City will provide 35 Gallon overflow bags to residents for purchase, available at local stores like Crosby's and Winer Brothers. Residents will purchase official City of Salem plastic bags.

**OFFICIAL BAGS** - Official City of Salem plastic bags designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top. Volume shall not exceed 35 gallons and total weight of a bag and its contents shall not exceed 50 lbs.

**PROCESSING FACILITY** - North Shore Recycled Fibers of Salem, Massachusetts ("NSRF"), at 5 Jefferson Avenue in Salem, MA, the facility where the recyclable material described in this Contract shall be taken by the Contractor for processing. The City represents that it has made all the necessary arrangements with NSRF for the transfer of all recyclable material from the City by the Contractor for the duration of this Contract.

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

**REFUSE/RUBBISH** - Solid waste, not including recyclable material.

**RESIDENTIAL UNIT** - A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than six (6) families. Dwellings within specified

condominium complexes and public housing complexes, whether of single or multi-level construction, shall be treated as a Residential Unit. Each residential unit shall be subject to a weekly trash disposal limit of the equivalent of three 35 gallon bags or receptacles not to exceed 50 lbs. each (for a total of 105 gallons) and one bulky item per week.

**SCHOOLS** - The schools listed in Appendix B.

**SCRAP METAL**- Ferrous and non-ferrous metal items that can include appliances, furniture, bicycles, plumbing fixtures/pipes, aluminum siding and gutters and metal drums and barrels, etc.

**SERVICE RECIPIENTS**- Service Recipients include municipal buildings, schools, small businesses grandfathered in this contract, and residents. (See Appendix B)

**SMALL BUSINESSES** On or before January 1, 2009, any grandfathered commercial facility may set out trash of no more than three 35 gallon bags or receptacles, no larger than 35 gallons and not weighing more than 50 pounds, (or # of bags equivalent to 105 gallons) plus 1 bulk item of solid waste each week. Any and all Solid Waste is excluded that is produced from small businesses that employ any form of Commercial Solid Waste pickup and from small businesses that have any form of dumpster on their premises. The intent of Small Business Waste is to offer collection services to those businesses that generate such a small amount of Solid Waste that are considered equivalent to a Residential Unit.

**SOLID WASTE** - Useless, unwanted or discarded solid or liquid material, as per 310 CMR 19.006. The term "liquid" refers to the incidental liquids subscribers discard in their trash cans. Solid Waste consists of Rubbish, Bulky waste, residential Garbage, and Small Business Waste. Solid Waste can be contained in Bags and Containers. Unacceptable Waste is specifically excluded from Solid Waste. Any Recycled Items are also specifically excluded from Solid Waste.

**TRASH LIMIT** -The City's trash limit is 3 35 gallon bags or receptacles, no larger than 35 gallons (or equivalent # of trash bags totaling 105 gallons) and not weighing more than 50 pounds each , plus 1 bulk item per week. **The City shall assist the Contractor's Managing Agent in educating, monitoring and enforcing a mandatory recycling program and 3 receptacles per week solid waste disposal limit.** Unless otherwise agreed by the parties, the Contractor shall not collect and dispose of any solid waste at any location in excess of the trash limit unless in acceptable overflow bags.

**UNACCEPTABLE WASTE** - All Hazardous Waste, those items banned from disposal as per 310 CMR 19.017 and Massachusetts Mercury Disposal Prohibition, all solid waste rejected from a disposal facility, ineligible Commercial Garbage, ashes from heating plants, wood and coal stoves, stones, rocks, automobile parts sewage wastes and dead animals.

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

## Article 2 - Contract Terms

### 2-A Recycling and Solid Waste Collection

**Solid Waste Collection** - The Contractor shall provide for the collection of municipal solid waste from all eligible and participating residential units, small businesses, municipal, and school facilities and specified events and public space venues within the City of Salem in compliance with all applicable laws, as set forth herein. The City shall assist the contractor's Managing Agent through the term of this Contract, with the enforcement of a mandatory recycling program and three (3) bags or receptacle per week solid waste disposal limit, plus one bulky item, plus overflow bags.

**Recyclable Materials Collection** - The Contractor shall provide for the collection of recyclable materials from all participating residential units, all businesses on a scheduled trash route (placed curbside), municipal facilities and schools, and specified events and public space venues within the City of Salem in compliance with all applicable laws, as determined by the City Engineer or his/her designee. The City shall assist the contractor's Managing Agent through the term of this Contract, with the enforcement of a mandatory recycling program and three (3) bags or receptacle per week solid waste disposal limit, plus one bulky item, plus overflow bags. The Contractor shall provide a full-time Managing Agent who shall assist the City in monitoring and enforcement.

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

##### ***Commingled containers, must be clean***

Glass: any color bottles and jars

Aluminum: cans, empty aerosol cans, pie plates, foil and trays

Metal: steel, tin, cans, and lids

Plastic Household Containers

##### ***Mixed Paper (Fibers)***

Newspapers and advertisement inserts, magazines, telephone books, books, catalogues, junk mail, milk and juice cartons (remove spout), phone books, clean pizza boxes, spiral cans (coffee, chips, nuts), spiral notebooks, white and colored office paper, junk mail, clean paper coffee cups, frozen food boxes, brown paper bags, boxboard, and corrugated cardboard .

#### **Residential and Small Business Facilities:**

The Contractor shall provide weekly collection of solid waste and weekly collection of recyclable materials from all eligible residential units and small businesses-200 as of 11/1/2012.

#### **Municipal Facilities & Schools:**

The Contractor shall provide collection of solid waste and recyclable materials from Municipal Facilities and Schools as listed in Appendix B.

The Contractor shall be responsible for supplying and maintaining appropriately sized rubbish and recycling containers for Municipal Facilities and Schools at no additional cost. The Managing Agent shall work with each school principal to improve recycling at the schools and develop an educational program for the students.

At any time and from time to time during the term of this Contract, the City may, request a different size container, or add or delete pickups from containers located at municipal facilities and schools, and may delete entirely pickup from any or all locations listed in Appendix B.

### **Special Events, Downtown and Park Receptacles**

The Contractor shall provide roll-off containers and dumpsters as needed for the collection and disposal of solid waste, recycling or other materials for special events (see Appendix B). The contractor will pick up recyclables from Big Bellies and other containers as designated in the downtown on Appendix B-Table 5. The 29 Big Bellies must be emptied twice a week from April 15-November 1 and weekly from November 2 through April 14. Additionally, the Contractor shall service 80 barrels located throughout the downtown area daily April 15 through November 1 and 3 days a week November 2 – April 14 and service trash receptacles within the City's parks as listed in Appendix B daily April 15 through November 1 and on Mondays and Fridays November 2 through April 14. There are approximately 70 winter barrels.

**Training and Contract Familiarization-the contractor shall provide a training and familiarization plan to the City 60 days prior to the start of the contract. The contractor will work with the City to create an appropriated implementation plan for the new contract terms.**

### **2-B Solid Waste Disposal**

The Contractor shall utilize the City's selected disposal facility located at Covanta Energy for all solid waste disposal during the contract duration. The contractor will coordinate directly with Covanta for disposal at Lynn, Haverhill, and Danvers facilities. Covanta has indicated that they may provide an incentive for disposal at the Haverhill facility.

Covanta Haverhill  
100 Recovery Way  
Haverhill, MA 01835

Danvers Transfer Station  
20 East Coast Rd.  
Danvers Ma 01923

Lynn Transfer Station  
247A Commercial Rd  
Lynn, Mass 01905

## **2-C Recyclable Materials Processing**

The Contractor shall transport all recyclable materials collected pursuant to this Contract to the NSRF processing facility at 5 Jefferson Avenue, Salem, MA. The Contractor shall not be responsible for processing of recycling. The City shall provide the Contractor with a list of materials accepted by the processing facility and will notify the Contractor of any changes in materials accepted by the facility.

## **2-D Contaminated Recycling Material**

The Contractor shall use its best efforts to minimize the incineration or landfill disposal of recyclable materials. The Contractor shall be entitled to incinerate or dispose at a landfill, at the Contractor's sole expense, any individual load of recyclable material not acceptable to the secondary market due to contamination, provided that the Contractor shall notify the City of the dates, disposal sites and tonnage of unacceptable recyclable material incinerated and/or landfilled.

## **2-E Christmas Trees Collection**

The Contractor providing solid waste collection shall provide collection of Christmas trees from Salem residents for a two week mutually agreed upon period in January. The Contractor shall deliver the collected trees to a DEP permitted composting facility of Contractor's choice. The Contractor shall provide the City, in writing, with information on the composting facility where Christmas trees are to be taken. The Contractor shall notify the City in writing of any changes in the composting location.

## **2-F Yard Waste Collection**

The Contractor shall provide 5 weeks of yard waste collection from residents. Yard Waste shall be collected on a schedule mutually determined by the City and the Contractor. The Contractor shall be required to collect yard waste only if it is placed in yard waste paper bags or bulk containers no larger than 35 gallons clearly marked "yard waste". The Contractor shall not collect yard waste in plastic bags. The Contractor shall deliver the collected yard waste to a DEP permitted composting facility of their choice. The Contractor shall provide the City, in writing, with information on the composting facility where yard waste is to be taken. The Contractor shall notify the City in writing of any changes in the composting location. The week following each yard waste pick-up, the contractor must complete any missed stops and provide the City with a list of completed pick-ups.

## **2-G White Goods (non-Freon containing) and Scrap Metal**

The Contractor providing solid waste collection shall be required to pick up non-Freon/refrigerant containing white goods from eligible residences and small businesses on a weekly basis. White Goods will be done by appointment, as arranged for between the resident and the contractor. Proper Disposal of these items shall be at the sole expense of the contractor. Contract shall place a container for white goods and scrap metal at the Department of Public Works Garage. This is a separate weekly collection schedule between the resident and the contractor. The City at its option may re-open this item.

## **2-H Bulky Items**

The contractor shall be required to pick up no more than one (1) bulky item per unit per week from residents and small businesses as part of the weekly solid waste collection.

## **Article 3 - General Information**

### **3-A Start Date**

The Contractor shall commence work under the terms of this Contract as of July 1, 2013, except as otherwise provided herein. If delays are caused by acts of God, acts of government or state, extra work or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to additional time wherein to perform and complete this Contract on his part as the City Engineer, Engineering Business Manager, or his/her designee shall certify in writing to be just.

### **3-B Collection Route**

The Contractor shall provide the city with its collection route at least 60 days prior to the start of the work. There shall be no changes in the collection route or schedule without the prior written consent of the City Engineer, Engineering Business Manager, or his/her designee, which consent shall not be unreasonably withheld.

Throughout the life of the Contract the Contractor is expected to service residents in more or less the same order each week. The parties acknowledge the time of collection will vary from location to location, week to week. It is the Contractor's responsibility to return for any missed pickups if materials were missed due to change in time of collection that was not approved by the City Engineer, Engineering Business Manager, or his/her designee.

Should the Contractor at any time request an alteration in routes or schedules, it shall be the sole responsibility of the Contractor to notify all affected service recipients of the changes. The method of notifying service recipients must be approved by the City.

In the event a portion of the collection route is impassible due to snow and narrow streets, the Contractor shall have an alternative collection method if such impasse is longer than three days, e.g. smaller collection truck.

### **3-C Communication with Residents**

Unless otherwise agreed, the Contractor shall provide, at Contractor's expense, written notice of any changes in the route, schedule or collection of materials, made at the request of the Contractor, to all service recipients. The content of any notice must be approved by the City.

### **3-D Preparation of Materials**

#### ***a Solid Waste***

All residents are required to place solid waste in plastic bags, receptacles, or other City-approved containers. Any bag or receptacle of such design, shape, or size (containing weekly household solid waste) exceeding 35 gallons or that cannot be handled by one person, or that weighs over

fifty (50) pounds will not be picked up. 1 bulk item per week is allowed, along with overflow bags.

The Contractor shall not commingle recyclable materials intended for recycling with solid waste.

The Contractor shall not commingle leaves and yard waste with solid waste collected under the contract.

The Contractor shall be required to pick up non Freon/refrigerant containing white goods and scrap metal from residents. Proper Disposal of these items shall be at the sole expense of the Contractor and is not to be commingled with solid waste and recyclable materials collected under this contract.

***b Recyclable Materials***

As required by the processing facility, recyclable materials shall be separated by residents at the point of generation and shall not be the responsibility of Contractor. The following current categories are subject to change based on technology or regulation:

***Commingled, must be clean.***

Glass: clear, brown and green bottles and jars

Aluminum: cans, foil and trays

Metal: steel, tin cans, and lids

Household Plastic Containers

***Mixed Paper***

newspapers and advertisement inserts, magazines, catalogues, junk mail (with and without plastic windows and labels), white and colored office paper, telephone books, paperback books, brown paper bags, boxboard, corrugated cardboard, etc.

All residents are required to place commingled recyclable materials in City-approved containers, or their own containers marked with a Salem Recycles bumper sticker obtained free of charge from the City Public Works or Engineering Departments. Mixed paper may be placed in paper bags, bundled with twine or placed in a City-approved container and set clearly apart from regular solid waste.

There shall be no limits to the amount of recyclable materials collected curbside from residents as long as it is generated at that location.

The Contractor shall not commingle recyclable materials intended for recycling with solid waste.

For a chart describing the preparation of recyclable materials see Appendix F.

### **3-E Municipal Facilities and Schools Collection**

The Contractor will collect, remove, and properly dispose of all garbage, refuse, rubbish, solid waste and recyclable material that may be produced or exist upon the premises from each of the containers and facilities listed in Appendix B, subject to the requirements set forth herein.

The Contractor agrees to make collections from each of the Municipal Facilities and Schools at the frequency specified in Appendix B. This schedule shall not be changed without the prior written consent of the City Engineer, Engineering Business Manager, or his/her designee, which consent shall not be unreasonably withheld. At any time during the term of the Contract, the City may add or delete pickups from containers listed on Appendix B, and may delete entirely pickup from any or all locations listed on Appendix B.

The Contractor shall provide, at no additional cost to the City, dumpsters and wheeled recycling carts for municipal facilities and schools as described in Appendix B. As necessary, the Contractor shall adjust the number and/or size of containers at any given site to accommodate solid waste and recyclable materials.

The Contractor shall provide dumpsters for the collection of corrugated cardboard at each of the schools and municipal facilities as indicated in Appendix B. Collection from Schools shall be made at least one-half hour before the start of the school day. In the event that collection must be conducted at another time, collection may not occur within one-half hour of arrival or dismissal time. No collection from Schools or Municipal Facilities shall occur before 6:00 am or after 5:00 pm without prior approval of the City Engineer, Engineering Business Manager, or his/her designee.

No later than seven (7) days prior to the commencement of work, the Contractor shall provide suitably-sized, water-tight containers for school and municipal collection of both solid waste and recyclable materials - either dumpsters or containers of galvanized steel or heavy duty plastic equipped with a tight-fitting lid and capable of being locked. The Contractor shall be responsible for the maintenance and repair of all containers provided.

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

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

The Contractor may place the company logo on Contractor-supplied containers.

The Contractor will take reasonable precautions to protect all property (buildings, shrubs, lawn, pavement, vehicles, or other items or areas that are within school boundaries) from any damage and will be responsible for any such damage caused by its failure to do so.

### **3-F Holiday Collection**

When a scheduled collection day falls on one of the following holidays; New Year's Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, there shall be no collection on that day. Collection for those days and all remaining days of the week shall occur one day late.

### **3-G Inclement Weather**

Ordinary snow and rain shall not be cause for omissions of the collection of solid waste and/or recyclable materials in accordance with the provisions of this Contract. Collections may be rescheduled in the event of a Force Majeure in accordance with Article 10 – E and then only with prior consent of the City Engineer, Engineering Business Manager, or his/her designee, which consent shall not be unreasonably withheld. Any expected delays in excess of 2 hours must be communicated to the City Engineer. The contractor must make an appropriate sized (smaller) vehicle available at all times, but particularly during inclement weather to navigate narrow city streets and provide appropriate services.

### **3-H Collection Vehicles**

## **H. EQUIPMENT**

### **H.1 General Provisions**

The CONTRACTOR is responsible for the purchase and/or leasing and maintenance and repair of all vehicles and equipment necessary to adequately and efficiently perform the contractual duties specified in this Contract. Refuse collection vehicles shall be compatible for unloading at the designated facility. Recyclables collection vehicles shall have the ability to mechanically lift and dump totes. All vehicles used in the collection and transportation of solid waste or recyclable materials shall be of sufficient size and capacity to operate efficiently. The collections trucks shall be maintained with the most up to date pollution control devices.

Upon execution of this contract and every year thereafter on its anniversary date, the CONTRACTOR shall provide to the City of Salem a list of equipment to be used by the CONTRACTOR to provide the services covered by this Contract. The list shall contain, at a minimum, for each vehicle identification number, license number, make and model, model year, years in service, front line or backup, payload capacity, and date of purchase or initial lease and stand by location. At no time during this contract shall the equipment be over 5 years old.

All equipment used by the CONTRACTOR shall be subject to inspection for sanitation, safety, and appearance and each vehicle shall be subject to approval or rejection by the City of Salem at any time. Rejected equipment shall be replaced by the CONTRACTOR as soon as reasonably possible.

### **H.2 Small Collection Truck**

The Contractor shall have an appropriately sized, smaller collection truck to be used to collect Park Barrels (see Appendix B-Table 5). The smaller collection truck shall not damage park grass or landscaping during barrel collection. The smaller collection truck shall be used as necessary to navigate City streets which have become narrower due to public safety (Police or fire), public works (construction projects) or weather related events (snow, storms, etc.)

### **H.3 Back Up Equipment**

CONTRACTOR shall maintain sufficient back-up collection equipment to ensure uninterrupted collection service during the term of this contract. The Contractor shall have standby equipment available within a forty (40) mile radius of the City. Contractor must notify the City Engineer, Engineering Business Manager, or his/her designee within one hour if any standby equipment is in use.

### **H.4 Vehicle Condition, Maintenance & Repair**

CONTRACTOR shall maintain collection equipment in a clean condition and in good repair at all times. All parts and systems of the collection equipment shall operate properly and be maintained in a condition satisfactory to maintain a positive public image as reasonably determined by the City of Salem.

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

### **H.5 Vehicle Appearance & Signage**

All collection vehicles shall have appropriate safety markings. All safety markings shall be in accordance with Massachusetts Motor Vehicles Laws and Regulations, and shall be subject to approval by the City. The contractor's name, address, telephone number and truck number shall be displayed on left and right sides of all collection vehicles in letters and figures not less than six (6) inches high. Refuse collection vehicles and equipment shall prominently display in eight (8) inch letters "City of Salem Refuse Only" on both sides. Recycle Collection vehicles shall prominently display in eight (8) inch letters "City of Salem Recycle Materials Only" on left and right sides. All replacement vehicles shall display this same information; however, it may be in the form of removable decals. Collection vehicles must be kept clean, well painted, and empty when entering the City for collection service.

Bodies for the trucks to be used in the collection and transportation of solid waste shall be enclosed, and leak proof. 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 ensured. 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 and local law. The Contractor will be permitted to use auxiliary loading equipment and self-loading bodies.

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

## **H.6 Licenses & Registration**

All vehicles must maintain, at all times, current license, registration and permits as required by law.

### **3-I Care of Citizens' and Municipal Property**

The Contractor shall use its best efforts to see that its personnel handle waste receptacles and other containers with care so that the receptacles/containers are not damaged. Empty receptacles/containers shall be left covered right-side-up, in a standing position and in the approximate location where found. The Contractor shall use care in returning empty collection receptacles/containers to the curbside or off the edge of the traveled road. Containers/receptacles shall not be placed back in driveways, in front of mailboxes or on paved portions of roadways. Covers on waste containers/receptacles shall be replaced. Under no circumstances are waste containers/receptacles or their covers to be thrown or allowed to roll out into the street.

If waste containers/receptacles are damaged or destroyed by the Contractor's personnel, the Contractor shall at its expense promptly (within 48 hours) replace the damaged or destroyed receptacle with a similar container/receptacle.

If recycling containers are damaged or destroyed by the Contractor's personnel, the Contractor shall at its own expense promptly replace the damaged or destroyed recycling container with another approved recycling container.

The Contractor will take reasonable precautions to protect all residential and municipal property from damage and will be responsible for any such damage caused by a failure to do so. Any such damage shall be promptly repaired or paid for by the Contractor, or may be repaired by the City and the cost thereof deducted from any payment due the Contractor under the terms of this Contract.

### **3-J Customer Service, Daily Log, Communications and Managing Agent**

The Contractor shall maintain and adequately staff a toll free number where complaints/collection issues shall be received, recorded and handled between the hours of 7:00 a.m. and 5:00 p.m. on every collection day. The Contractor shall receive calls from residents or the City in a courteous manner and shall resolve all complaints in an expeditious manner. The customer service office shall be in touch with all collection vehicles at all times via a two-way radio or cellular phone. Contractor shall maintain a daily log for complaints in a format provided by the City Engineer, Engineering Business Manager, or his/her designee. Contractor must provide a copy of the daily log to the City.

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

There shall be, at all times, direct phone contact between the City and the Managing Agent. All communication between the City and the Contractor shall be through the Managing Agent and the City shall not communicate directly with rubbish and recycling drivers or other employees of Contractor.

### **3-K Meeting Between Contractor and City**

The Contractor or Managing Agent shall meet with the City monthly to review Contract performance and customer complaints and resolutions, including a list of all notices left.

### **3-L Inspection and Reports**

The Contractor shall be required to submit to the City Engineer on a weekly basis, certified weight slips or records showing the quantity (in tons or pounds) of materials collected. In addition, a spreadsheet shall be forwarded to the City Engineer, Engineering Business Manager, or his/her designee on a monthly basis totaling the quantities shown on weight slips.

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

Each day when the drivers of contractor’s vehicles leave the city with the city’s solid waste, he/she is to notify the office of the Engineer via e-mail.

In addition, at the discretion of the City, the Contractor may be subjected to periodic weigh-ins of materials at certified scales within the City of Salem. The City Engineer, Engineering Business Manager, or his/her designee will select the time and place for weigh-ins. The City will pay any direct cost incurred for the use of the scales. The Contractor will incur all other costs of the weigh-ins.

### **3-M End of Route Reporting**

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

If any collection vehicle is unable to perform collections at any addresses for any reason, or is delayed in completing their collection route for any reason, the Managing Agent must notify the Engineering Department immediately of the difficulty. The Managing Agent shall make whatever arrangements are necessary at the Contractor's sole expense to ensure that all portions of that day's collection route are picked up on the next day for collection.

### **3-N Complying with Directions**

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

### **3-O Complaints and Individual Collections**

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

If determined to be necessary by the City, the Contractor shall also have a so-called "chase" vehicle that will inspect and follow each collection route as needed to better assure quality control.

The Contractor and the City shall be jointly responsible for coordination of enforcement procedures between the City and service recipients regarding materials to be recycled, appropriate set-out units, participating requirements, etc. as set forth herein.

### **3-P Materials from Other Sources**

When performing solid waste service under this contract, the contractor's vehicles shall only collect, transport and dispose of solid waste from the service recipients as established under the terms of this contract. At no time during the performance of work under this contract shall the vehicles for this Contract collect, transport or dispose of materials from any other municipality or any privately contracted customers of the Contractor.

In the event a recipient of services under this Contract opts out of the City's solid waste collection service, the Contractor may not pick up the solid waste for a fee less than the current fee imposed upon certain property owners by the City.

### **3-Q Contaminated Recyclable Materials**

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

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

### **3-R Hazardous Materials**

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

- a. gasoline and waste oil
- b. liquid oil-based paints, turpentine, paint thinners and shellac
- c. pesticides
- d. auto batteries
- e. explosives
- f. propane tanks and gas cylinders
- g. PCBs and radioactive waste containers
- h. other materials designated hazardous by DEP or EPA
- i. medical wastes

The Contractor shall not be responsible for the handling or disposal or associated costs for hazardous materials.

### **3-S Ownership of Recyclable Materials**

All recyclable materials shall be the property of the City and delivered to North Shore Recycled Fibers at 93 Jefferson Avenue, Salem.

### **3-T Current Employees, Training and Uniforms**

The Contractor shall employ competent and courteous employees and shall immediately discharge or transfer to duties outside the City of Salem any incompetent or discourteous employee when required to ensure the Contractor's performance of the work. The Contractor shall not again employ within the City of Salem any employee dismissed or transferred under the foregoing provisions without the consent of the City Engineer.

The Contractor shall prepare route maps and train collection employees before initiating collection in the City and before the Contractor permits an employee to begin work in the City. If requested; the City's Recycling Committee may participate in this training to share any new information.

### **3-U New Employees, Training and Uniform**

The contractor agrees to make its best effort to train new employees for a period of at least two weeks prior to their assuming full responsibility for their routes. The contractor shall provide

training as reasonably required to its employees to ensure the employees understand and implement the requirements of the contract. All employees working in the City of Salem must have a minimum of ten (10) hours of relevant OSHA training. Training shall be approved by the City Engineer and a certification of training must be sent to the Engineer on an annual basis.

Employees shall wear gear that identifies them as employees of the contractor and such gear shall include reflective safety material.

### **3-V Salvaging**

Salvaging at any time is prohibited without the permission of the City.

### **3-W Waste Reduction Program**

The City may, with three months' notice, choose to implement a citywide Waste Reduction Program, such as a Pay-As-You-Throw program, for all households and small businesses that use the solid waste collection contract services without adjustment to the terms of the contract with the Contractor. In addition, the City may choose to implement a single stream recycling program during the contract period. The City will provide three months' notice to Contractor and the City and the Contractor shall negotiate an equitable adjustment to the Contract prior to the implementation of such program.

### **3-X Educational Programs and Scholarship**

The City shall develop an educational program, with the contractor, to update all residents on contract specifications. This program may include social media, cable television, flyers, newspaper articles, etc. The contract shall provide a \$5,000 annual payment to the City for these educational efforts. The Contractor or its Managing Agent, shall be actively involved in educating the public, including attending public meetings, working with the City on various communication efforts each year of the contract to educate residents about the collection programs.

## **Article 4 - Collection**

Each year of the Contract, payable in December of each year of the contract, the Contractor shall provide two \$1,000 scholarships that the City appointed scholarship committee, which shall include a person designated by Contractor, may award to a student entering or enrolled in an environmental science degree program.

### **4-A Collection Points**

Collections from Residents shall be made at curbside. Municipal facilities, schools, specified condominiums and small businesses, public housing and public area receptacle collection shall be made at designated pickup points. See Appendices.

Solid waste and recyclable materials shall be collected from multi-family and small commercial establishments under the terms and conditions for Single Family Residence collection specified herein.

## **Collection Frequency**

### ***Solid Waste***

The Contractor shall collect from all eligible residential units and eligible small businesses no more than three 35 gallon barrels not to exceed 50 lbs. each or a total of 105 gallons, plus one bulky item and approved overflow bags once a week. The Contractor shall collect from Schools and Municipal Facilities as per Appendix B.

The contract should also identify costs for a second solid waste collection at the Point Neighborhood (attached map identifying streets and residential units).

### ***Recyclable Materials.***

The Contractor shall collect from all eligible residential properties and all businesses once a week. The Contractor shall collect from Schools and Municipal Facilities as per Appendix B. Mandatory recycling is expected to be implemented; details will be worked out with the contract. It may be that if a residence does not have curbside recycling, solid waste will not be collected.

### **4-B Collection Schedule**

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

### **4-C Collection Times**

No collection from service recipients shall be made before 7:00 a.m. or after 5:00 p.m. without prior approval from the City Engineer.

### **4-D Missed Pickups**

The Contractor shall be required to return for all missed pickups within 24 hours. The collection vehicle shall return to the address of the resident on the same day as day of notice, unless the vehicle has already left the City, in which case they will return on the following collection day. The Contractor shall be required to collect all pickups missed due to driver error at no extra cost. The Contractor shall be responsible for any cleanup resulting from the missed pick-up including, but not limited to, animal or bird littering or weather related littering.

### **4-E Mandatory Recycling**

The City intends to impose mandatory recycling. At the City's option the Mandatory Recycling Program may be modified during the terms of this contract.

#### **Non-collection Notices**

The Contractor shall supply non-collection notices designed to the City's specifications, and approved by the City; (Trash and Recycling staff should be included in approving notices).

Notices must be approved before printing, and should be in both English and Spanish. All drivers are to be provided with an adequate supply of the notices and required to leave non-collection notices whenever materials are intentionally not collected.

#### **4-F Improperly Prepared Materials**

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

- a. For the first occurrence at an address within any twelve-month period the collector shall complete a City-approved non-collection notice explaining the problems and leave it, along with improperly prepared materials, at the service recipient. Contractor must forward a photograph, including address in the subject line, to the Engineering Dept.
- b. Upon the second and ensuing occurrences by the same service recipient within a twelve-month period, the collector shall follow the steps above but in addition shall notify the City of a persistent problem at the address.
- c. The Contractor shall maintain a log of those addresses receiving non-collection notices and reason why. Contractor shall provide a copy of the log, along with associated pictures, to the City on a monthly basis.

#### **4-G Oversized Receptacles**

The Contractor shall not pick-up trash receptacles that are over 35-gallons or that weigh more than 50 pounds. The Contractor shall leave a non-collection notice explaining why receptacles were not collected.

#### **4-H Yard Waste and Christmas Trees**

The Contractor shall not collect and comingle with solid waste any leaves or other yard waste or Christmas trees.

#### **4-I Mixing Recyclables with Solid Waste**

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

#### **4-J Cleanup on Route**

The Contractor shall pick up all blown, littered, and broken material collected pursuant to this Contract within two hours of complaint. Each truck shall carry at all times a broom and shovel.

#### **4-K Spillage of Waste or Recyclable Materials**

If at any time materials are spilled into a street, sidewalk, lawn, tree, or private property by the Contractor, or the contents of a truck carrying the same are spilled/dumped into a street, sidewalk or property, the Contractor shall clean up the spilled/dumped matter immediately before proceeding to the next place of collection, or make arrangements for the spillage to be cleaned up immediately. If the spill is discovered after the trucks leave the City, the spillage must be cleaned up at the start of the next day's collection.

#### **4-L Hazardous Waste Spills**

The Contractor must immediately report any spill of automotive fluids or other hazardous waste to the Salem Fire Dispatch Center at 978-744-1234 and to Salem Public Services at 978-744-3302. The Contractor must also report spills to the MA DEP in accordance with state regulations. The Contractor shall be responsible for the handling or cleanup of any hazardous materials in accordance with State regulations.

#### **4-M Accidents and Breakdowns**

The Contractor shall notify the City Engineer as soon as possible of any accident or breakdown that will delay normal collection. The Contractor shall notify the City as soon as possible of any accident involving injury or damage to private or public property.

### **Article 5 - Solid Waste Disposal**

#### **5-A Solid Waste Disposal**

The Contractor will bring solid waste to one of three Covanta Waste to Energy facilities identified below. The Contractor should coordinate directly with Covanta, ensuring the City Engineer is notified. Covanta may provide incentives to haulers at the Haverhill facility.

Covanta Haverhill  
100 Recovery Way  
Haverhill, MA 01835

Danvers Transfer Station  
20 East Coast Rd.  
Danvers Ma 01923

Lynn Transfer Station  
247A Commercial Rd  
Lynn, Mass 01905

#### **5-B Weights**

Proper weight slips from the facility, certified at a state-approved scale, must be submitted to the City Engineer on a weekly basis along with an excel spreadsheet of the monthly data for analysis by the City.

### **Article 6 - Recyclable Materials Processing**

#### **6-A Processor Facility Location**

The City shall be responsible for executing a contract with North Shore Recycled Fibers of Salem, Massachusetts where recyclable materials are taken. The City shall supply contractor with a list of materials accepted by the processing facility and will notify the Contractor of any changes in materials accepted by the facility.

## **6-B Disposal of Recyclable Material**

The Contractor guarantees that at no time during the term of this Contract shall recyclable materials in its custody be incinerated or landfill except as provided in this section. Recycled Materials shall be delivered to North Shore Recycled Fibers at 93 Jefferson Avenue, Salem, MA.

The Contractor shall be entitled to incinerate or landfill, at the Contractor's sole expense, any individual load of recyclable material not acceptable to the secondary market due to contamination, provided that the Contractor shall notify the City of the dates, disposal sites and tonnage of unacceptable recyclable material incinerated and/or landfilled. The Contractor will take all reasonable steps to minimize the frequency of rejected loads. Failure to comply with the requirements of this paragraph shall render the Contractor liable for the damages.

## **Article 7 - Christmas Tree and Yard Waste Collection**

### **7-A Christmas Tree Collection**

Christmas trees shall be collected during a two week period in January. The exact weeks shall be mutually agreed upon by the parties. The collection week shall be determined by the City. The Contractor shall deliver the collected trees to a DEP permitted composting facility of their choice. The Contractor shall provide the City, in writing, with information on the composting facility where Christmas trees are to be taken. The Contractor shall notify the City in writing of any changes in the composting location.

### **7-B Yard Waste Collection**

The Contractor shall provide 5 weeks of yard waste collection from residents. Yard Waste shall be collected on a schedule determined by the City and in agreement with the Contractor. The Contractor shall deliver the collected yard waste to a DEP permitted composting facility of their choice. The Contractor shall provide the City, in writing, with information on the composting facility where yard waste is to be taken. The Contractor shall notify the City in writing of any changes in the composting location. Additional collection weeks may be added at a rate to be mutually agreed upon.

## **Article 8 - Payments to Contractor and the Contract Sum**

### **8-A Compensation to be Paid to Contractor**

The Contractor shall submit an invoice to the City Engineer monthly on or about the 15<sup>th</sup> day of the month for the period covering that month which amount shall be one twelfth (1/12) of the annual contract amount. In the event of any dispute as to any portion of any monthly or other bill, the City shall give written notice of the disputed portion to the Contractor. Such notice shall identify the disputed portion of the bill, state the amount in dispute and set forth the grounds on which such dispute is based. The parties shall endeavor to resolve any disputes between themselves within 30 days of such notice.

### **8-B Disputes**

Any claim arising out of or relating to the Contract shall be subject to mediation as a condition precedent to institution of legal or equitable proceedings by either party. Request for mediation shall be filed in writing with the other party to the Contract and with the JAMS in Boston,

Massachusetts. The parties shall share the mediator's fee and any filing fees equally. During the pendency of any dispute as to the amount owed, both the City and the Contractor shall continue performing their respective obligations under the Contract.

#### **8-C Option to Extend Contract**

The City may choose to renegotiate to extend the term or conditions of this contract for an additional five year term with the approval of the City Council.

#### **8-D Option to Review Contract**

The parties agree to review the Contract after six months and twelve (12) months to evaluate any substantial changes in the method of collection, processing or disposal of solid waste or recyclables that may have occurred. (Examples could include single stream recycling collection, automated collection, incentive based recycling collection). Should any potential changes occur that would impact the cost of performance under this Contract, the parties agree to enter good faith negotiations to reflect said changes and any such changes must be approved by the City Council.

#### **8-E Fuel Cost Adjustments**

There shall be no adjustments in payment made by the city due to changes in cost of diesel fuel during the initial five-year term of this contract.

#### **8-F Liquidated Damages**

In addition to all of its other rights and remedies under the Contract, at law or in equity, the City shall be entitled to assess liquidated damages against the Contractor for its failure to perform the specified obligations described in Appendix D for collection and transportation of the City's waste only if the Contractor is given prior notice of each and every event giving rise to its alleged failure to perform and a reasonably opportunity to cure.

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

Any consent or permission by the City to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by the City of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise operate to permit the same or similar acts or omissions except as to the specific instance. The failure of the City to seek redress for violation of or to insist upon the strict performance of, any covenant or condition of this Contract shall be deemed a waiver of such violation. The failure of the City to assess liquidated damages shall be deemed to have been a waiver by the City of any such violation or of any of the City's remedies on account thereof, including its right of termination of this Contract for such default.

See Appendix D for a complete list of liquidated damages.

### **Article 9 - Insurance**

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect the work covered by this Contract, and the

City and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operation under this Contract. The City shall be named as an additional insured on any policy. The Contractor covenants and agrees to hold the City and its employees, agents and officials harmless from and against any and all loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

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

(A) For liability for bodily injury, including accidental death:

\$1,000,000 for any one person and  
\$1,000,000 on account of one occurrence and  
\$5,000,000 aggregate limit

(B) For liability for property damage:

\$2,000,000 on account of anyone occurrence and  
\$5,000,000 aggregate limit  
Extraterritorial clause shall be included.

1. WORKMEN'S COMPENSATION INSURANCE:

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

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

-in the amounts required in (A) above.

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

-in the amounts required in (B) above.

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

-in the amounts required in (A) above.

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

-in the amounts required in (B) above.

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

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

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

-in the amounts required in (A) above and

FOR PROPERTY DAMAGE:

-in the amounts required in (B) above.

All policies shall be so written that the City will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the City before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the City 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, except as caused by the negligent acts and/or omissions of the City. The certificate of insurance shall be delivered to the City at least fifty (50) days prior to July 1 of each year that this Contract is in force and effect. Failure to provide insurance requirements shall be cause to terminate this Contract.

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

## **Article 10 - Other Conditions**

### **10-A Not to Assign or Subcontract**

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

### **10-B Performance Bond**

The contractor shall furnish for the term of this Contract a bond in a form and with a surety company approved by the City and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the Contractor fully performing all his obligations under this Contract, and making full payment for all labor performed or furnished in the work. The penal sum of the bond shall be twelve months of the total amount of this Contract sum for the particular year as set forth in the terms of the Contract. The bond shall be delivered to the City within 30 days of execution of this Contract and at least thirty (30) days prior to July 1 of each year thereafter that this Contract is in force and effect. Failure to provide performance bond requirements shall be cause to terminate this Contract.

### **10-C Changes in the Contract**

The Contractor shall do the work in the manner set forth in this Contract, except that the City, by order in writing given to the Contractor, may make any reasonable order respecting a change (increase or removal) of any part of the work, and the Contractor shall conform to such orders within a reasonable time after agreement of the parties to any adjustment in the contract price.

If requested by the City, the Contractor will amend this Contract to include up to five (5) additional days so that this Contract expires on the last day of the week. In such an event, the contract price shall be adjusted accordingly.

### **10-D Contract Compliance**

It is understood and agreed that because the public health and convenience of the City are involved in the performance of this Contract, Contractor shall exercise all reasonable care and diligence in the performance of the work of this Contract.

### **10-E Force Majeure**

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

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

### **10-F Labor Disputes**

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

### **10-G Termination for Improper Performance**

#### **Events of and Remedies for Default**

## 1. Contractor Events of Default

- a. Failure of the Contractor to perform any of its obligations, covenants or agreements under this Contract and the continuance of such failure for fifteen (15) days after written notice thereof from the City to the Contractor; provided, however, that if such default is not susceptible to cure within such fifteen (15) days and if the Contractor commences diligently to cure such default promptly after receipt of notice thereof from the City, such period of fifteen (15) days shall be extended to a period of time necessary to cure such default with all due diligence.
- b. The Contractor becomes insolvent; however such insolvency may be evidenced; or makes an assignment for the benefit of creditors; or is adjudicated a bankrupt; or admits in writing its inability generally to pay its debts as they become due.
- c. A trustee, custodian or receiver of the Contractor's business, or any substantial portion of the Contractor's assets, is appointed by or at the behest of the Contractor, or, if appointed in a proceeding brought against the Contractor, the Contractor approves of, consents to, or acquiesces in such appointments or such trustee or receiver is not discharged within ninety (90) days.
- d. Any proceedings involving the Contractor are commenced by or against the Contractor under any bankruptcy or reorganization, arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, or, if such proceedings are instituted against the Contractor, the Contractor approves of, consents to, or acquiesces in such proceedings or such proceedings are not dismissed within ninety (90) days.
- e. The death, dissolution or termination of existence of the Contractor.

## 2. City Events of Default

Failure of the City to pay any sums due the Contractor hereunder within thirty (30) days after receiving an invoice for payments due from the Contractor, and the continuance of such failure for fifteen (15) days after written notice thereof from the Contractor to the City; provided, however, that if the City notifies the Contractor of a dispute as to any sums pursuant to Article 8-B of this Contract within such fifteen (15) days after written notice by the Contractor to the City of such nonpayment, no Event of Default shall occur until a final determination of the correct amount pursuant to the provision of said Article 8-B and the failure of the City to pay such correct amount within thirty (30) days after receiving the statement next submitted to the City after such determination.

## 3. Remedies for Contractor Events of Default

Upon any contractor Event of Default, the City may, in addition to and not in derogation of any other right or remedy available to it under this Contract, at law or in equity (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and

which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Contractor. At any time following a Contractor Event of Default, the City may (but shall not be obligated to) cure any default by the Contractor hereunder, and all costs and expenses incurred by the City, including attorneys' fees and expenses, in curing a default shall be paid by the Contractor to the City on demand. In no event shall the Contractor be liable for any indirect, special or consequential damages.

#### 4. Remedies for City Events of Default

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

#### **10-H City's Liability**

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

No officer, board, employee, agent, official or resident of the City or any owner or occupant of any Single Family Residence, Multifamily Unit, Small Business, condominium association, board member, management company or their employees, landlords and tenants shall ever be personally liable under this Contract and the Contractor shall look solely to the City in pursuit of its remedies upon any City Event of Default hereunder.

#### **10-I Protection Against Liability**

The Contractor acknowledges and agrees that he is responsible as an independent contractor for all operations under this Contract and for all acts of employees and agents hereunder, and agrees that he will indemnify, exonerate and hold harmless the City and its officers, boards, employees, agents and officials, and any owners or occupants of any Single Family Residence, Multifamily Complex, Multifamily Unit, Small Business, condominium association, board members, management companies and their employees, landlords and tenants from and against any and all loss, damage, cost, charge, expense and claim, which may be made against it or them or to which it or they may be subject caused in whole or in part by any negligent act or omission of Contractor or those employed by it, or working under those employed by it at any level, and not caused in part by a party indemnified hereunder.

In the event the City requires the Contractor to travel over an unaccepted street or private way, the Contractor shall not be liable for damages if such damage is not the result of negligence or an omission of the Contractor.

In any event that the City shall be sued or become subject to administrative action because the Contractor has failed to properly transport or dispose of the City's trash or recyclable material,

full restitution will be made to the City for all expenses, fees, fines or other costs or charges adjudicated against the City.

#### **10-J Licenses and Permits**

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

#### **10-K Laws and Regulations**

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

If any discrepancy or inconsistency is discovered in this Contract for this work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the City in writing. The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and shall protect and indemnify the City, its officers, agents, boards and employees, and the owners and occupants of any Single Family Residence, Multifamily Complex, Multifamily Unit, Small Business, condominium association, board members, management companies and their employees, landlords and tenants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, by the Contractor, his agents or employees. Any additional cost caused by noncompliance to any applicable law or regulation shall be borne solely by the Contractor.

#### **10-L Prevailing Wage Rates**

In accordance with MGL, Chapter 149, Section twenty-seven (27), the wage rates for workers under this Contract are to be paid at the rates established by the Commissioner of the Massachusetts Department of Labor and Industries (see app. E). The Contractor shall provide the City of Salem Purchasing Department, 3<sup>rd</sup> floor 120 Washington Street, with certified weekly payroll information for all employees working in the City. This shall include regular drivers and laborers, as well as temporary and day laborers. The information shall be provided to the City at the end of each month.

#### **10-M Severability**

If any provisions of this contract/scope shall be held invalid, voidable, void or unenforceable, the remaining provisions of this Contract shall not be affected thereby and remain in full force and effect as permitted by law.

**10-N Entire Agreement**

The Contract Documents represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. This Contract may only be amended or modified by a writing executed by the parties subsequent to the execution of the Contract unless specifically specified elsewhere in this Contract.

**10-O Attorney Fees**

In the event either party institutes suit in court against the other party or its surety in connection with any dispute or matter arising under this Contract, the prevailing party shall be entitled to recover reasonable attorney fees in addition to any other relief granted by the court.

**IN WITNESS WHEREOF** the said. hath caused these presents and an instrument of like tenor to be executed in its name and behalf by a properly authorized officer of said company. An instrument of like tenor to be executed by the City in its name and behalf by its Mayor; its Purchasing Agent, and its City Engineer.

All duly authorized as aforesaid, and its corporate seal to be hereto affixed.

**CITY OF SALEM**

**By TBD:**

**By:**

\_\_\_\_\_

\_\_\_\_\_  
**Kimberley Driscoll**  
**Mayor**

\_\_\_\_\_  
**David Knowlton,**  
**City Engineer**

\_\_\_\_\_  
**Whitney Haskell**  
**Purchasing Agent**

**As to certification of funding:**

\_\_\_\_\_  
**Richard Viscay**  
**Finance Director**

**Approved as to form by:**

\_\_\_\_\_  
**Elizabeth Rennard, Esq.,**  
**City Solicitor**

## Appendix A: Solid Waste and Recycling Data

| <b>Households Currently Served:</b> | <b>Units</b>            |
|-------------------------------------|-------------------------|
| Single Family                       | 4,836                   |
| Two Family                          | 3,200                   |
| Three Family                        | 1,683                   |
| Four - Six Family                   | 1,552                   |
| Condo Units                         | 1,834                   |
| Small Business                      | 200                     |
| Public Housing                      | See Appendix B, Table 4 |
| Condominium Units                   | See Appendix C          |

| <b>Curbside Tonnage:</b> | <b>Recycling</b>   |                  |                   |
|--------------------------|--------------------|------------------|-------------------|
|                          | <b>Solid Waste</b> | <b>Newspaper</b> | <b>Co-Mingled</b> |
| CY 2007                  | 18,689             | 1,435            | 524               |
| CY 2008                  | 15,891             | 1,481            | 636               |
| CY2009                   | 12,610             | 1,878            | 930               |
| CY 2010                  | 12,335             | 1,788            | 1,121             |
| CY 2011                  | 12,724             | 1,751            | 1,233             |

### **Point Neighborhood Streets**

Peabody Street  
 Ward Street  
 Harbor Street  
 Park Street  
 Palmer Street  
 Leavitt Street  
 Salem Street  
 Naumkeag Street  
 Congress Street  
 Lynch Street  
 Perkins Street  
 Pingree Street  
 Washington (between Pond and Cedar)  
 Pond Street  
 Ropes Street  
 Porter Street  
 Harrison Avenue  
 Dow Street  
 Chase Street



## Appendix B: Tables

**Table 1- Municipal Buildings**

| Facility          | Address          | Solid Waste |            | Recycling |            |
|-------------------|------------------|-------------|------------|-----------|------------|
|                   |                  | Dumpsters   | Collection | Toters    | Collection |
| Police Station    | Jefferson Avenue | 10 yd.      | W          | 2         | W          |
| Fire Department * | 415 Essex Street | 2 yd.       | W          | 2         | W          |
| Fire Department   | New Derby Street | 2 yd.       | M          | 5         | M          |
| Senior Center     | 5 Broad Street   | 2 yd.       | W          | 2         | W          |

\*Two additional smaller Fire Stations place solid waste and recycling at curbside on regular neighborhood collection days.

**Table 2- Schools**

| Facility                  | Address              | Solid Waste |                | Recycling            |                |
|---------------------------|----------------------|-------------|----------------|----------------------|----------------|
|                           |                      | Dumpsters   | Collection Day | Toters               | Collection Day |
| Bates School              | 53 Liberty Hill Ave  | 10 yd.      | T, TH          | 8, 10 YD<br>Dumpster | W, TH          |
| Bentley School            | 23 Memorial Drive    | 10 yd.      | M, W,          | 8, 10 YD<br>Dumpster | M              |
| Bowditch School           | Wilson Street        | 10 yd.      | M, W, F        | 8                    | M              |
| Carlton School            | Skerry St            | 2-2 yd.     | Daily          | 8;10 YD<br>Dumpster  | T              |
| Collins School            | 29 Highland Ave      | 10 yd.      | Daily          | 8;10 YD<br>Dumpster  | W              |
| Salem High School         | 77 Wilson Street     | 2 - 8 yd.   | Daily          | 8                    | M,W, TH        |
| Saltonstall School        | 211 Lafayette Street | 10 yd.      | T, F           | 8; 10 YD<br>Dumpster | T              |
| Witchcraft Heights School | 1 Frederick Street   | 10 yd.      | T, TH          | 8; 8 YD<br>Dumpster  | M, TH          |

**Table 3- Other Municipal Locations, Services**

**April 15-November 1; dumpsters emptied a minimum of twice a week unless otherwise noted; from November 2-April 14 dumpsters emptied weekly**

| Location               | Quantity | Size             | Frequency                             |
|------------------------|----------|------------------|---------------------------------------|
| DPS – Jefferson Avenue | 1        | 30 yd.           | Every other week                      |
|                        | 2        | 10 yd. dumpsters | Every week                            |
|                        | 25       | 30 yd.           | Provided annually for special events* |
|                        | 40       | 10 yd. dumpster  | Provided annually for special events* |
| Forest River           | 2        | 10 yd. dumpster  | 1 day / week year round               |

|                                    |        |                           |                                                                |
|------------------------------------|--------|---------------------------|----------------------------------------------------------------|
| Winter Island                      | 3      | 10 yd. dumpster           | 3 days / week April 15–Nov 1<br>2 days / week Nov 2 – April 14 |
| Bakers Island                      | 1      | 8 yd. dumpster            | 1 day / week May 1 – Oct 15                                    |
| Camp Naumkeag                      | 1      | 6 yd. dumpster            | 1 day / week June 1 – Sept 15                                  |
| Bertram Field<br>Powder House lane | 1      | 10 yd. dumpster           | On call                                                        |
| Kernwood Marina                    | 1      | 6 yard dumpster           | 1x week April 15-Nov 1                                         |
| Green lawn Cemetery                | 1<br>2 | 8 yard dumpster<br>Toters | 2x weekly                                                      |
| Mack Park                          | 1      | 10 yard dumpster          | 2x week April – Nov. 30<br>Every other week Dec – March 30     |
| Golf Course                        | 1      | 10 yard dumpster          | 1x week April – Nov. 30<br>Every other week Dec – March 30     |

**\*Quantity equals one delivery and pick-up. Includes special events such as Haunted Happenings and Cancer Walk. Examples include using a 30 yd. for July 4 and Heritage Days; 10 yd. for Halloween Fireworks; 2-30 yd. for Bonfire, etc.**

**Table 4- Public Housing-**

| <u>Location</u>      | <u>Quantity</u> | <u>Size</u>       | <u>Trash Collection Frequency</u>               |
|----------------------|-----------------|-------------------|-------------------------------------------------|
| Bertram Terrace      | 12              | Trash receptacles | 1 day / week                                    |
| Garden Terrace       | 64              | Trash receptacles | 1 day / week                                    |
| Pioneer Terrace      | 100             | Trash receptacles | 1 day / week                                    |
| Norton Terrace       | 45              | Trash receptacles | 1 day / week                                    |
| Park & Prince Street | 15              | Trash receptacles | 1 day / week                                    |
| Bates Terrace        | 40              | Trash receptacles | 1 day / week                                    |
| Congress Street      | 20              | Trash receptacles | 1 day / week                                    |
| Leefort Terrace      | 2               | 8 yd. dumpster*   | 1 day / week                                    |
| Colonial Terrace     | 1               | 8 yd. dumpster*   | 1 day / week                                    |
| Morency Manor        | 2               | 2 yd. dumpster*   | 1 day / week                                    |
| Philips School       | 1               | 8 yd. dumpster    | 1 day / week                                    |
| Farrel Court         | 1               | 8yd. dumpster*    | 1 day / week                                    |
| Dalton               | 1               | 4 yard dumpster   | 1 day/week                                      |
| Charter Street       | 2               | 2 yard dumpster*  | 3 day/week                                      |
| Rainbow Terrace      | 7               | 6 yard dumpster   | 4 once a week(1,2,3,7); 3 two days/week (4,5,6) |

**\*Salem Housing Authority owned dumpster, remainder provided by contractor**

**Table 5 – Parks**

| <b>PARKS BARREL SCHEDULE<br/>APRIL 15 THROUGH NOV 1</b> |                     |          |          |          |           |          |          |               |                         |
|---------------------------------------------------------|---------------------|----------|----------|----------|-----------|----------|----------|---------------|-------------------------|
| <b>SITE</b>                                             | <b>ADDRESS</b>      | <b>M</b> | <b>T</b> | <b>W</b> | <b>TH</b> | <b>F</b> | <b>S</b> | <b>S</b>      | <b># of<br/>barrels</b> |
| Downtown Barrels                                        | various             | X        | X        | X        | X         | X        | X        | X             | 80                      |
| Salem Willows                                           | Fort Ave.           | X        | X        | X        | X         | X        | X        | X             | 30                      |
| Forest River                                            | West St.            | X        | X        | X        | X         | X        | X        | X             | 20                      |
| Common                                                  | Hawthorne Blvd.     | X        | X        | X        | X         | X        | X        | X             | 14                      |
| May St.                                                 | May St.             | X        |          |          | X         |          |          |               | 3                       |
| Mansell Park                                            | Mansell Parkway     | X        |          |          |           | X        |          |               | 3                       |
| Gallows Hill                                            | End Mansell Parkway | X        |          |          | X         | X        |          |               | 3                       |
| Upper Gallows Hill                                      | Hanson St.          | X        |          |          | X         |          |          |               | 3                       |
| McGlew                                                  | North St.           |          | X        |          | X         |          |          |               | 2                       |
| Mack                                                    | Grove St.           |          | X        |          | X         |          |          |               | 4                       |
| Cabot Farm                                              | End of Orne St.     |          |          |          | X         |          |          |               | 2                       |
| Franklin St.                                            | Franklin St.        |          |          |          | X         |          |          |               | 3                       |
| Gonyea                                                  | Northey             |          | X        |          |           |          |          |               | 1                       |
| March St.                                               | March St.           |          | X        |          |           |          |          |               | 1                       |
| Collins Cove                                            | Collins St.         |          | X        |          | X         |          |          |               | 3                       |
| Collins Cove Beach/Walkway                              | Webb St.            |          | X        |          | X         |          |          |               | 4                       |
| Monument/Irzyk                                          | Memorial Dr.        | X        |          |          | X         |          |          |               | 4                       |
| Waterfront                                              | Memorial Dr.        | X        |          |          |           | X        |          |               | 2                       |
| Juniper Beach                                           | Beach Ave.          | X        |          |          |           |          |          |               | 1                       |
| Juniper Park                                            |                     |          |          |          |           |          |          |               | 2                       |
| Mary Jane                                               | Palmer St.          | X        | X        | X        | X         | X        | X        | X             | 4                       |
| Palmer Cove                                             | Leavitt St.         | X        |          |          |           | X        |          |               | 2                       |
| Salem St./Palmers                                       | Tennis Court        | X        |          |          |           | X        |          |               | 1                       |
| High St.                                                | High St.            |          |          | X        |           |          |          |               | 2                       |
| N.River Park                                            |                     |          | X        |          | X         |          | X        | X             | 20                      |
| Castle Hill                                             | Wilson Rd.          | X        |          | X        |           |          |          |               | 2                       |
| Pickman Park                                            | End Monroe          | X        |          | X        |           |          |          |               | 2                       |
| McGrath                                                 | Marlborough Rd.     | X        | X        | X        | X         | X        | X        | X             | 4                       |
| Big Bellies-also includes recycling                     | Various Locations   | X        |          |          |           | X        |          |               | 29                      |
|                                                         |                     |          |          |          |           |          |          | <b>TOTAL:</b> | <b>272</b>              |

## Appendix C: Condominiums

| <b>Name</b>                                | <b># Units</b> | <b>Type of collection</b>                             | <b>Pick up day</b> |
|--------------------------------------------|----------------|-------------------------------------------------------|--------------------|
| Farford                                    | 718            | Curbside                                              | Tues               |
| Highland Condos                            | 140            | Curbside                                              | Tues               |
| Village at Vinnin Sq.<br>Phase I           |                | 4, 2cy compactor dumpsters<br>owned by condos<br>plus | Wed.               |
|                                            | 65             | Curbside                                              | Wednesday          |
| Phase II                                   |                | 6, 2cy compactor dumpsters owned<br>by condos<br>plus |                    |
| 50 Freedom Hollow<br>Townhouses            | 56<br>42       | 1 6cy dumpster<br>Curbside                            | M,W,F              |
| Phase III<br>Weatherly Drive<br>Townhouses | 26<br>147      | 1 2cy dumpster<br>Curbside                            | M,W,F<br>Wednesday |
| Pickman Park<br>Phase I                    | 144            | Curbside                                              | Wednesday          |
| Phase II                                   | 60             | Curbside                                              | Wednesday          |
| Phase III                                  | 64             | Curbside                                              | Wednesday          |
| Collins Cove<br>Settlers Way               | 36             | Curbside                                              | Monday             |
| The Essex 11 Church St                     | 107            | 3 2cy dumpster                                        | Tues               |
| Pickering North 181 North                  | 24             | 1 10cy dumpster                                       | Thurs              |
| 255-257-259 Lafayette                      | 11             | 1 10cy dumpster                                       | Friday             |
| Central Plaza                              | 50             | 4 2cy dumpster                                        | Tues               |
| 10 Norman St                               | 31             | 1 10cy dumpster                                       | Tues               |
| Cogswell, 5 School                         | 8              | 1 10cy dumpster                                       | Thurs              |
| Bowditch Place, 35 Flint                   | 28             | 1 10cy dumpster                                       | Wednesday          |

|                                                        |    |                 |        |
|--------------------------------------------------------|----|-----------------|--------|
| 24 Norman St                                           | 39 | 1 10cy dumpster | Tues   |
| Wilkins House, 48 Essex                                | 22 | 1 10cy dumpster | Monday |
| Graystone Manor, 256-260 Lafayette<br>and 13 Linden St | 16 | 1 10cy dumpster | Friday |

**Total Units: 1834**

## **Appendix D: Liquidated Damages**

- |                                                                                                                                                                                                                                               |                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| 1. Failure to immediately pick up materials spilled during collection.                                                                                                                                                                        | \$150 per occurrence              |
| 2. Failure to promptly –within 2 hours -Pick up waste spilled during haul in City or out-side City boundaries if the City receives a complaint of such spill.                                                                                 | \$500 per occurrence              |
| 3. Failure to clean up areas after trash pick-up has been missed                                                                                                                                                                              | \$100 per occurrence              |
| 4. Failure to empty dumpsters as designated by contract                                                                                                                                                                                       | \$100 per occurrence              |
| 5. Failure to empty City barrels as designated by contract                                                                                                                                                                                    | \$50 per occurrence               |
| 6. Willful mishandling of waste receptacles/receptacles or recycling containers-                                                                                                                                                              | \$ 25 per occurrence              |
| 7. Failure to place waste receptacles/receptacles in an upright position at approximately the same location upon emptying or failure to place recycling containers upside-down at approximately the same location.                            | \$ 25 per occurrence              |
| 8. Placement of receptacles, recycling bins, or lids such that they obstruct roads, driveways, or mailboxes.                                                                                                                                  | \$50 per occurrence               |
| 9. Following notice of complaint, failure to collect waste from a specific location on the same day as the regular collection Route or by 9:00 a.m. of the following day if so authorized by the City Engineer or his/her designee.           | \$150 per occurrence              |
| 10. Failure to collect appropriate materials properly set out from two (2) or more residents on the same day of the regular Collection Route, or by 9:00 a.m. of the following day if so authorized by the City Engineer or his/her designee. | \$100 per occurrence              |
| 11. Failure to pick up from any single address more than one time in a given month or three times in a six month period when the driver or Contractor is at fault.                                                                            | \$100 per miss                    |
| 12. Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from the City.                                                                                                   | \$250 per occurrence              |
| 13. Beginning any single collection route prior to 7:00 a.m. or finishing after 5:00 p.m. without the prior consent of the City.                                                                                                              | \$100 per day                     |
| 14. Use of unmarked or uninspected collection vehicles.                                                                                                                                                                                       | \$500 per occurrence              |
| 15. Failure to clean vehicle or conveyances as provided for in this Contract.                                                                                                                                                                 | \$150 per occurrence              |
| 16. Failure or neglect to furnish (within 48 hours) a replacement container meeting the requirements of this Contract.                                                                                                                        | \$200 per container not furnished |
| 17. Collecting solid waste from bags/receptacles from receptacles filled more than 3 inches above the top edge, or that are larger than 35 gallons.                                                                                           | \$50 per occurrence               |

|                                                                                                                                                                                                                                       |                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| 18. Disposing of as trash, those recyclable materials appropriately set out for recycling.                                                                                                                                            | \$500 per occurrence<br>\$5,000 per truckload |
| 19. Failure to report truck breakdown or accident within 30 minutes.                                                                                                                                                                  | \$100 per occurrence                          |
| 20. Failure to maintain direct phone links between the City and the lead trash and recycling drivers, as well as their supervisor. And also failure to maintain direct phone or radio contact between all vehicles servicing the City | \$250 per occurrence                          |
| 21. Failure or neglect to furnish a schedule or revised schedule of collection and disposal.                                                                                                                                          | \$1,000 per occurrence                        |
| 22. Commingling materials collected under this Contract with materials not collected under this contract, even if the City will not be billed.                                                                                        | \$500 per occurrence                          |
| 23. Delivering any waste other than as described in this Contract to disposal sites that will be billed to the City.                                                                                                                  | \$5,000 per ton                               |
| 24. Failure to submit weigh slips with monthly invoice.                                                                                                                                                                               | \$50 per missing slip                         |
| 25. Submitting weight slips for materials not collected through this Contract.                                                                                                                                                        | \$5,000 per occurrence                        |
| 26. Failure to correct billing error within one week after notification by City.                                                                                                                                                      | \$100 per occurrence                          |
| 27. Failure to provide prevailing wage rate information as required under this Contract.                                                                                                                                              | \$500 per incident                            |
| 28. Failure to maintain 1-800 or local phone service for Subscribers.                                                                                                                                                                 | \$250 per 4 hours out of service              |
| 29. Use of collection vehicle marked "City of Salem" for the collection and/or haul of waste other than provided for under the provision of this Contract.                                                                            | \$5,000 per occurrence                        |
| 30. Failure to provide disposal facilities in accordance with this Contract.                                                                                                                                                          | 150% of per ton disposal fee                  |

ALL DAMAGES REFERRED TO ARTICLE 9-F. (LIQUIDATED DAMAGES) MAY BE DEDUCTED BY THE CITY FROM ANY PAYMENT THEN OR THEREAFTER DUE TO THE CONTRACTOR.

## Appendix E: Prevailing Wage Rate

Issue Date: 12/03/2012

Awarding Authority: City of Salem

Contract Number: O-26

Description of Work: Solid Waste and Recycling Collection and Transportation

The following prevailing wage rates apply to your upcoming contract for solid waste collection services. These rates are determined by the Division of Occupational Safety under the provisions of Massachusetts General Laws, chapter 149, sections 26 to 27F.

| <b>Classification<br/>Trash/Recycle</b> | <b>Effective<br/>Date</b> | <b>Base Wage</b> | <b>Health</b> | <b>Pension</b> | <b>Supplemental<br/>Unemployment</b> | <b>Total Rate</b> |
|-----------------------------------------|---------------------------|------------------|---------------|----------------|--------------------------------------|-------------------|
| Driver                                  | 7/01/2013                 | \$19.61          | \$5.91        | \$0.00         | \$0.00                               | \$25.52           |
|                                         | 7/01/2014                 | \$20.37          | \$5.91        | \$0.00         | \$0.00                               | \$26.28           |
|                                         | 7/01/2015                 | \$21.16          | \$5.91        | \$0.00         | \$0.00                               | \$27.07           |
| Laborer                                 | 7/01/2013                 | \$16.71          | \$5.91        | \$0.00         | \$0.00                               | \$22.62           |
|                                         | 7/01/2014                 | \$17.35          | \$5.91        | \$0.00         | \$0.00                               | \$23.26           |
|                                         | 7/01/2015                 | \$18.02          | \$5.91        | \$0.00         | \$0.00                               | \$23.93           |

These rate determinations constitute the minimum wage rates, and do not supersede or preempt higher rates that may result from individual employment contracts. These wage rates shall be made available to all prospective bidders or offers and shall be made a part of the contract for said services. See M.G.L. c. 149, '27F.

## Appendix F: Recycling Information

Please refer to Salem.com/Recycling for more detailed information

### Re-cycling Guidelines

#### Paper In general:

“Tear it, Recycle it”

- Place in paper bag beside or on top of bin
- No plastic bags
- Make sure all recyclables are clean (no dirty takeout containers, soiled pizza boxes, etc.)
- Tie newspaper and cardboard with twine or place in paper bags
- Remove all liners from boxes
- Occasional staples, clasps or paper clips are OK
- Plastic windows are OK
- Wet is OK (e.g. rain). ~Dry is preferred since wet is heavy to pick up.

#### Containers

- Place glass bottles & jars, metal cans, plastics, plastic juice and milk jugs in bin (clean and remove lids)
  - No paint
  - No motor oil containers or plastic bags
- No styrofoam
- All containers can be placed together in the same bin.

#### Notes:

*If you need a bin or additional bins you may purchase them for \$7.00 at Crosby's Marketplace (109 Canal Street), Winer Bros Hardware (86 Lafayette), or at the DPS building, 5 Jefferson Avenue. For more information please call 978-744-3302.*

*There is no limit to the number of re-cycle bins you can use*

### **Sticker Program Guidelines: Current, may be changed when e-waste is addressed**

1. Stickers are sold to remove all appliances containing Freon and other hazardous chemicals and must be purchased at the Department of Public Works, located at 5 Jefferson Avenue (978-744-3302).
2. White Goods include washers, dryers, hot water heaters, dishwashers, trash compactors and stoves. Call 978-619-5673 to schedule a pick up. Remove doors and lids for safety prior to putting out curbside for pickups and place them next to the item. Doors and shelving may also go out with your regular curbside pick-up.
3. Stickers cost \$20 and are payable **ONLY BY CHECK**. Checks may be out to the City of Salem.
4. Pickups will generally be the 2nd and 4th Saturday of each month. (There may be an exception should a Holiday fall on that particular day).
5. At time of sticker purchase, you will be scheduled for a pick date.
6. Sticker must be applied to the front of the item as registered at the DPW Office for pick up to take place. (No substitute to be made)
7. Stickered items must be placed curbside by 7 am the day of pickup or no earlier than 6 pm the night before.
8. The pickups will begin promptly at 7 am.
9. If you are not able to have the item out as scheduled it is your responsibility to notify the DPW at 978-744-3302 no later than 12 noon on the Wednesday of the scheduled week. At the time of the call we will schedule you for an optional date or stickers may be put on hold for future use.
10. If unsuccessful at picking up the items on the scheduled date, then you will need to contact the DPW Office at 978-744-3302 to purchase an additional sticker and schedule a later pickup date. Again, it is very important that you call us no later than Wednesday by 12 noon to avoid any further charges to be incurred for rescheduling.
11. There are no refunds on this program. Monies collected will be applied as administration fees.
12. Should you have any questions or concerns, please do not hesitate to contact the DPW Office at 978-744-3302.

### **Hazardous Items**

1. Save for household hazardous products day.
2. Oil paint used motor oil, used motor oil, batteries, chemicals, tires, TVs, computers, propane tanks, fluorescent bulbs. Call (978) 741-1800 for additional information.

| Account | Parcel    | Customer Name             | Location # | Location             |
|---------|-----------|---------------------------|------------|----------------------|
| T890116 | 370020    | THIRTY FOUR-38 1/2 BRIDGE | 38         | -1/ BRIDGE STREET    |
| T890006 | 200006    | NEW CREEK II LLC          | 3          | 25 PARADISE ROAD     |
| T002807 | 410213    | WHICH CITY LLC            | 8          | 2-J ESSEX STREET     |
| T010446 | 160058    | BOSTON REAL ESTATE TRUST  | 165        | A BOSTON STREET      |
| TZ00981 | 250187    | FRANCIS E. CAMPBELL FAMIL | 405        | A ESSEX STREET       |
| T012417 | 440013    | DIANE M.HAYWOOD REV TRUST | 3          | A WINTER ISLAND ROAD |
| T890732 | 160060    | DOLE ELAINE               | 2          | ABORN STREET         |
| T004222 | 160160    | 132 BOSTON ST REALTY TRUS | 132        | BOSTON STREET        |
| T900850 | 160139    | 42ND LLC                  | 92         | BOSTON STREET        |
| T011514 | 250055    | KOSKI ELEONORA F TRUSTEE  | 19         | BOSTON STREET        |
| T008772 | 250038    | LE SONG QUANG             | 7          | BOSTON STREET        |
| T000152 | 160145    | MACHADO DURATI            | 98         | BOSTON STREET        |
| T890113 | 250059    | MINIT-PRINT               | 40         | BOSTON STREET        |
| T004430 | 160056    | ONE EIGHTEEN REALTY TRUST | 167        | BOSTON STREET        |
| T001473 | 150303    | PEREYRA ROBERTO           | 41         | BOSTON STREET        |
| T000060 | 160152    | POST CHRISTOPHER          | 118        | BOSTON STREET        |
| T230013 | 160186    | SILVA JOAO N              | 136        | BOSTON STREET        |
| T230011 | 160154    | URCIN, LLC                | 122        | BOSTON STREET        |
| T003846 | 160124    | 123 1/2 BOSTON PLACE REAL | 123        | BOSTON STREET 1/2    |
| T007129 | 360236    | 37-39 BRIDGE ST RLTY TRUS | 39         | BRIDGE STREET        |
| T000360 | 260039    | BRIDGE STREET SPORTS      | 280        | BRIDGE STREET        |
| T011377 | 260584    | G.A.T REALTY TRUST        | 335        | BRIDGE STREET        |
| T004543 | 260618    | GLENTADAKIS PETER         | 309        | BRIDGE STREET        |
| T009165 | 260583    | JEMM REALTY TRUST         | 333        | BRIDGE STREET        |
| T890980 | 360490    | LEVESQUE BRIDGE ST RLTY T | 77         | BRIDGE STREET        |
| T003348 | 360153    | M J M J , INC.            | 64         | BRIDGE STREET        |
| T012430 | 360362    | RABY REALTY TRUST         | 85         | BRIDGE STREET        |
| T600006 | 360238    | SALEM PLUMBING SUPPLY CO  | 43         | BRIDGE STREET        |
| T890114 | 370021    | THIRTY FOUR-38 1/2 BRIDGE | 34         | BRIDGE STREET        |
| T900951 | 230149801 | JAMES WEENER              | 50         | BROADWAY             |
| T009258 | 230151    | THOMAS MACKEY & SONS INC  | 58         | BROADWAY             |
| T890120 | 230152    | BEAVERS ENTERPRISES INC   | 50         | BROADWAY R           |

|         |           |                           |     |                   |
|---------|-----------|---------------------------|-----|-------------------|
| T003842 | 350182    | EIGHTEEN BROWN ST REAL ES | 18  | BROWN STREET      |
| T002034 | 320060    | 259 CANAL STREET TRUST    | 259 | CANAL STREET      |
| T890126 | 330146    | BROWN JAMES               | 97  | CANAL STREET      |
| T160009 | 330163    | CRIST FRANCIS             | 89  | CANAL STREET      |
| T008704 | 330010    | FREEDMAN ARTHUR B         | 120 | CANAL STREET      |
| T003163 | 320039    | GARDNER MATTRESS CORP     | 250 | CANAL STREET      |
| T890054 | 350445    | 30 CHURCH STREET, LLC     | 30  | CHURCH STREET     |
| T890171 | 240122807 | HBK COLONIAL PARK TRUST   | 10  | COLONIAL ROAD     |
| T890177 | 240122826 | LABORERS' LOCAL 22        | 10  | COLONIAL ROAD     |
| T890167 | 240122801 | PENA JOSE F               | 10  | COLONIAL ROAD     |
| T890170 | 240122804 | TREMBLAY ROGER            | 10  | COLONIAL ROAD U4  |
| T010169 | 260050    | BRADT ELIZABETH S DVM     | 20  | COMMERCIAL STREET |
| T006909 | 260057    | OROURKE JOHN J JR         | 2   | COMMERCIAL STREET |
| T011330 | 260051    | RIVER WHARF REALTY TRUST  | 18  | COMMERCIAL STREET |
| T003551 | 340193    | KAPPARHO RLTY TR/HOULE RO | 65  | CONGRESS STREET   |
| T009014 | 340218    | PEQUOT FILLING STATION IN | 84  | CONGRESS STREET   |
| T890180 | 340437    | SOUTH HARBOR HOLDINGS LLC | 26  | CONGRESS STREET   |
| T890197 | 350241803 | CABOT ESSEX REALTY LLC    | 1   | DERBY SQUARE      |
| T890198 | 350241802 | ONE DERBY SQUARE REALTY T | 1   | DERBY SQUARE      |
| T300005 | 410012    | BURKINSHAW GEORGE H       | 122 | DERBY STREET      |
| T003529 | 410013    | BURKINSHAW GEORGE H       | 118 | DERBY STREET      |
| TZ06416 | 340187    | CLARKE DONALD J           | 281 | DERBY STREET      |
| T011376 | 410002    | DERBY STREET REALTY TRUST | 124 | DERBY STREET      |
| T002516 | 350289    | JJ TACHE LLC              | 208 | DERBY STREET      |
| T002779 | 350368    | MURPHY LEO A III          | 140 | DERBY STREET      |
| T300007 | 350407    | NATHAN PAUL H             | 159 | DERBY STREET      |
| T000694 | 350276    | PELLETIER THOMAS J        | 214 | DERBY STREET      |
| T008087 | 340440    | SOUTH HARBOR HOLDINGS LLC | 285 | DERBY STREET      |
| T300009 | 350268    | THE NEW ENGLAND PIRATE MU | 274 | DERBY STREET      |
| T001955 | 350238    | 16 LYNDE STREET INC       | 197 | ESSEX STREET      |
| T009597 | 350013    | 254 ESSEX ST REALTY TRUST | 252 | ESSEX STREET      |
| T008453 | 350231    | BERNARDS INC              | 179 | ESSEX STREET      |
| T400020 | 350204    | CABOT ESSEX NOMINEE TRUST | 216 | ESSEX STREET      |

|         |           |                              |     |                  |
|---------|-----------|------------------------------|-----|------------------|
| T002628 | 350282810 | CARDILLO MARIE A             | 105 | ESSEX STREET     |
| T890271 | 260646801 | CORBEN STEVEN A              | 260 | ESSEX STREET     |
| T000196 | 350225    | CROW HAVEN CORNER INC        | 125 | ESSEX STREET     |
| T002707 | 260437    | EMH REALTY TRUST             | 270 | ESSEX STREET     |
| T890256 | 350203801 | IVANOV GUEORGUI              | 224 | ESSEX STREET     |
| T000981 | 250668    | KANTOROSINSKI<br>MIROSLAW    | 407 | ESSEX STREET     |
| T011363 | 350217    | KIERNAN RUSSELL              | 135 | ESSEX STREET     |
| T002823 | 410198    | MADAN PRADEEP K              | 20  | ESSEX STREET     |
| T013077 | 350282808 | MANZANA GIORGIO              | 107 | ESSEX STREET     |
| T001242 | 350226    | MARKET SQUARE REALTY<br>LLC  | 127 | ESSEX STREET     |
| T400024 | 350254    | MARKILLOP TRUST LLC          | 227 | ESSEX STREET     |
| T890276 | 260436801 | MCKEE PAMELA B               | 266 | ESSEX STREET     |
| T890259 | 350203802 | MISSYS LIMITED LIABILITY     | 226 | ESSEX STREET     |
| T005467 | 350427    | NIGRO REALTY TRUST           | 60  | ESSEX STREET     |
| T890274 | 260646803 | NSA REALTY TRUST             | 262 | ESSEX STREET     |
| T004965 | 350251    | PARK TOWERS II,LLC           | 221 | ESSEX STREET     |
| T001163 | 350617    | PEABODY ESSEX MUSEUM<br>INC  | 173 | ESSEX STREET     |
| T000656 | 350233    | ROMAR REALTY TRUST           | 185 | ESSEX STREET     |
| T890257 | 350203803 | SALEM ESSEX LLC              | 224 | ESSEX STREET     |
| T890260 | 350201812 | SALEM RENEWAL, LLC           | 228 | ESSEX STREET     |
| T000575 | 410024    | SCHIAVONE RALPH J            | 43  | ESSEX STREET     |
| T890270 | 350014801 | SIMARD RICHARD E, TR         | 248 | ESSEX STREET     |
| T890277 | 260436802 | SORRENTINO CHARLES           | 266 | ESSEX STREET     |
| T004300 | 250200    | TUITION REALTY TRUST         | 393 | ESSEX STREET     |
| T890222 | 350240    | WINTER RIV RTY TR            | 203 | ESSEX STREET     |
| T890266 | 350014803 | KNEELAND DEBORAH             | 244 | ESSEX STREET C   |
| T890646 | 250030801 | IGREJA EVANGELICA<br>PENTECO | 430 | ESSEX STREET U1  |
| T890645 | 250030803 | SALEM 5 CENTS SAVINGS<br>BAN | 430 | ESSEX STREET U3  |
| T890268 | 350014802 | DAY CHRISTIAN                | 246 | ESSEX STREET UB  |
| T890261 | 350201813 | SALEM RENEWAL, LLC           | 230 | ESSEX STREET UC4 |
| T002205 | 260418    | FORTY-NINE FEDERAL ST<br>RLT | 49  | FEDERAL STREET   |
| T011369 | 350606    | ISAY REALTY TRUST            | 33  | FEDERAL STREET   |
| T001125 | 260417    | JUDGE STEPHEN D              | 47  | FEDERAL STREET   |
| T003590 | 260420    | R & S REALTY TRUST           | 59  | FEDERAL STREET   |
| T004264 | 260421    | SIXTY THREE FEDERAL ST<br>TR | 63  | FEDERAL STREET   |
| T000941 | 260593    | TUTTLE PAUL M JR             | 112 | FEDERAL STREET   |

|         |           |                           |     |                      |
|---------|-----------|---------------------------|-----|----------------------|
| T002679 | 260531801 | MCCLEARN KEITH W          | 107 | FEDERAL STREET 1     |
| T890312 | 450008    | GENGHIS SALEM,INC         | 179 | FORT AVENUE          |
| T012741 | 450006    | LINARDOS COSTAS           | 187 | FORT AVENUE          |
| T890313 | 450002    | SALEM WILLOWS YACHT CLUB  | 190 | FORT AVENUE          |
| T890314 | 450005    | ZAK ENTERPRISES INC       | 191 | FORT AVENUE          |
| T890319 | 260376    | 13-17 FRANKLIN ST SALEM R | 13  | FRANKLIN STREET      |
| T270026 | 260375    | CREGIER DENNIS            | 11  | FRANKLIN STREET      |
| T007881 | 260401    | FERRIS EDWARD             | 18  | FRANKLIN STREET      |
| T890320 | 260403    | FRANKLIN STREET REALTY TR | 14  | FRANKLIN STREET      |
| T000689 | 340421    | FRAN REALTY TRUST         | 15  | FRONT STREET         |
| T890335 | 350611813 | RENEWAL REAL ESTATE, LLC  | 38  | FRONT STREET C3      |
| T890334 | 350611814 | RENEWAL REAL ESTATE, LLC  | 34  | FRONT STREET C4      |
| T009268 | 250592    | MANZO CARLO               | 11  | GEDNEY STREET        |
| T890337 | 150298    | ADAMS RYMER E             | 11  | GOODHUE STREET       |
| T900863 | 340411    | VIZCAINO LEONCIO          | 5   | HARBOR STREET        |
| T900856 | 410311    | 22 HARDY STREET REALTY TR | 22  | HARDY STREET         |
| T000692 | 350270    | BURNS BRIAN C             | 24  | HAWTHORNE BOULEVARD  |
| T002431 | 350220    | FISHER JOHN P             | 18  | HAWTHORNE BOULEVARD  |
| T001891 | 350271    | GONET DAVID H             | 22  | HAWTHORNE BOULEVARD  |
| T180012 | 330038    | WEENER JAMES              | 22  | HERSEY STREET        |
| T890050 | 350252804 | PARIS STEVEN              | 5   | HIGGINSON SQUARE UN2 |
| T890724 | 350252808 | MCCULLOUGH KEVIN          | 5   | HIGGINSON SQUARE UN4 |
| T890723 | 350252801 | SMARTCOR REALTY TRUST     | 5   | HIGGINSON SQUARE UNB |
| T890350 | 250600    | B4 & AFTER LLC            | 15  | HIGH STREET          |
| T009953 | 140208    | 129 HIGHLAND REALTY TRUST | 129 | HIGHLAND AVENUE      |
| T011441 | 080130    | ANARPET REALTY CORP       | 297 | HIGHLAND AVENUE      |
| T009926 | 080033    | HIGHLAND AVENUE TRUST THE | 280 | HIGHLAND AVENUE      |
| TZ00949 | 140209    | MURPHY CORNELIA J         | 133 | HIGHLAND AVENUE      |
| T008159 | 140216    | SALEM REALTY TRUST        | 128 | HIGHLAND AVENUE      |
| T890166 | 140198    | VON WEISS JOHN F          | 107 | HIGHLAND AVENUE      |
| TZ30007 | 250391    | ANASTASI REALTY CORPORATI | 100 | JACKSON STREET       |
| T007032 | 250392    | FIRST JACKSON REALTY TRUS | 92  | JACKSON STREET       |
| T009867 | 250657    | LABONTE PETER J           | 87  | JACKSON STREET       |
| T900010 | 230067    | 250 JEFFERSON ST. LLC     | 250 | JEFFERSON AVENUE     |

|             |           |                              |     |                  |
|-------------|-----------|------------------------------|-----|------------------|
| T012498     | 250382    | CONTILLI PAULA J             | 52  | JEFFERSON AVENUE |
| T110023     | 240006    | FLDDBROOK ASSOCIATES         | 193 | JEFFERSON AVENUE |
| T900854     | 240210    | HUGH REALTY TRUST            | 63  | JEFFERSON AVENUE |
| T005400     | 250653    | LINSKEY WILLIAM              | 47  | JEFFERSON AVENUE |
| T011480     | 250480    | MOFFAT REALTY TRUST          | 10  | JEFFERSON AVENUE |
| T190004     | 340126    | A.L. PRIME ENERGY<br>CONSULT | 175 | LAFAYETTE STREET |
| T000984     | 340120    | BERUBE T ERIC                | 191 | LAFAYETTE STREET |
| T004493     | 340400    | D P C TRUST                  | 86  | LAFAYETTE STREET |
| T006896     | 320212    | DAMICO LIMITED<br>PARTNERSHI | 332 | LAFAYETTE STREET |
| T007751     | 340027    | FALLIS JANE L                | 192 | LAFAYETTE STREET |
| T890369     | 340111    | FANG, DAVID & ATTALAH,<br>HA | 158 | LAFAYETTE STREET |
| T004663     | 330368    | KESSLER PATRICIA A           | 284 | LAFAYETTE STREET |
| T004889     | 340390    | LAFAYETTE SALEM LLC          | 101 | LAFAYETTE STREET |
| T001387     | 340472    | MCHUGH BRIAN T               | 197 | LAFAYETTE STREET |
| T001493     | 320209    | SEAPORT CREDIT UNION         | 336 | LAFAYETTE STREET |
| T011124     | 340109    | ZAGARA LLC                   | 164 | LAFAYETTE STREET |
| T005437     | 210009    | ALIMENTI GERARD R            | 528 | LORING AVENUE    |
| TZ08177     | 210142    | DELDOTTO JOSHUA J            | 486 | LORING AVENUE    |
| T003151     | 320069    | LORING AVE REALTY<br>TRUST   | 66  | LORING AVENUE    |
| T001199     | 260427    | LYNDE HOLDINGS LLC           | 26  | LYNDE STREET     |
| T290041     | 260440801 | ROMANOVITZ H DREW            | 25  | LYNDE STREET     |
| T002436     | 260432    | RUFUS CHOATE TRUST THE       | 14  | LYNDE STREET     |
| T002911     | 260431    | SIXTEEN LYNDE ST. INC        | 16  | LYNDE STREET     |
| T890418     | 350019807 | VERNCO SALEM, LLC            | 7   | LYNDE STREET     |
| T890454     | 250632    | FITZGERALD JOSEPH R          | 80  | MARGIN STREET    |
| T900008     | 340477    | WALSH JOHN INSURANCE<br>AGEN | 87  | MARGIN STREET    |
| T320005     | 260089    | BING REALTY TRUST            | 43  | MASON STREET     |
| TM8103<br>1 | 260090    | MASON REALTY<br>TRUST/WEINST | 53  | MASON STREET     |
| T890459     | 340428    | SHEFFIELD RLTY TR OF<br>SALE | 14  | NEW DERBY STREET |
| T002941     | 260464    | HOLYOKE SQUARE INC           | 38  | NORMAN STREET    |
| T330012     | 260350    | 115 NORTH ST SALEM RLTY<br>T | 115 | NORTH STREET     |
| T330027     | 170292    | 207 NORTH STREET REALTY<br>T | 207 | NORTH STREET     |
| T007531     | 260385    | AHMED TRUST                  | 106 | NORTH STREET     |
| T001811     | 260059    | ALETTER DENNIS KARL          | 83  | NORTH STREET     |
| T013613     | 260642    | G & M REALTY TRUST           | 73  | NORTH STREET     |

|             |                   |                              |     |                               |
|-------------|-------------------|------------------------------|-----|-------------------------------|
| T330011     | 260345            | GAROFALO MARK R              | 107 | NORTH STREET                  |
| T008392     | 270213            | LUTTS TIMOTHY W              | 176 | NORTH STREET                  |
| TZ01087     | 270276            | MERCANTI SAMUEL A            | 130 | NORTH STREET                  |
| T000251     | 260494            | ROSEN REALTY TRUST THE       | 21  | NORTH STREET                  |
| T890483     | 260359            | SHEHU ADRIAN                 | 121 | NORTH STREET                  |
| T330017     | 270275            | ZERBER REAL ESTATE LLC       | 132 | NORTH STREET                  |
| T009588     | 330004            | 125 OCEAN AVE REAL EST<br>TR | 125 | OCEAN AVENUE                  |
| T007889     | 270426            | E. MCGRATH, INC.             | 35  | OSBORNE STREET                |
| T003021     | 160254            | TALKOWSKY REALTY<br>TRUST    | 18  | PHILLIPS STREET               |
| T006520     | 150287            | 8 PROCTOR STREET LLP         | 8   | PROCTOR STREET                |
| T890540     | 340322            | VIOLA MICHAEL                | 21  | SALEM STREET                  |
| T160043     | 320041            | WISE REALTY TRUST            | 4   | TULIP STREET                  |
| T890577     | 200002            | LAGER HOLDINGS,LLC           | 1   | VINNIN STREET                 |
| T004604     | 250162            | VAN ESS GREGORY M            | 9   | WARREN STREET COURT           |
| T001814     | 350159            | BRICK JOHN                   | 19  | WASHINGTON SQUARE NO          |
| T890584     | 350076802         | 53 WASHINGTON SQUARE<br>NORT | 53  | WASHINGTON SQUARE<br>NORTH U2 |
| T890608     | 340284            | BECKET STREET REALTY<br>TRUS | 264 | WASHINGTON STREET             |
| TM8100<br>1 | 350022            | GOLDBERG BROTHERS<br>REAL ES | 60  | WASHINGTON STREET             |
| T340261     | 340261            | HIGHLANDER INSURANCE,<br>LTD | 282 | WASHINGTON STREET             |
| T011403     | 350002            | MURPHY ROBERT A              | 148 | WASHINGTON STREET             |
| T890593     | 350016            | REDMAN REALTY LLC            | 94  | WASHINGTON STREET             |
| T890596     | 350201810         | SALEM RENEWAL, LLC           | 103 | WASHINGTON STREET             |
| T003668     | 350256            | TALK REALTY TRUST            | 133 | WASHINGTON STREET             |
| T890588     | 350019801         | VERNCO SALEM, LLC            | 70  | WASHINGTON STREET             |
| T890589     | 350019809         | VERNCO SALEM, LLC            | 70  | WASHINGTON STREET             |
| T890336     | 350611811         | RENEWAL REAL ESTATE,<br>LLC  | 139 | WASHINGTON STREET C1          |
| T890604     | 350611812         | RENEWAL REAL ESTATE,<br>LLC  | 143 | WASHINGTON STREET C2          |
| T890603     | 350611815         | RENEWAL REAL ESTATE,<br>LLC  | 141 | WASHINGTON STREET C5          |
| T000603     | 350522            | TERNES LLOYD G JR            | 81  | WEBB STREET                   |
| T001751     | 350087            | ROBERTS DONALD C             | 16  | WINTER STREET                 |
| T003698     | 350091            | WINTER TRUST THE             | 2   | WINTER STREET                 |
|             |                   |                              |     |                               |
| 200         | TOTAL<br>ACCOUNTS |                              |     |                               |

