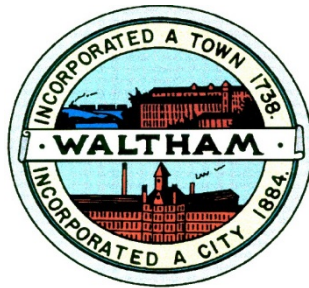


The City of Waltham



**Invites
Interested Parties
To propose the best offer and or bid
For the service or product herewith described:**

Municipal Solid Waste Collection, Transportation, Yard Waste and Recycling, 2016

The bid opening will be held: 10.00 AM WEDNESDAY AUGUST 31, 2016

Pre Bid Meeting and Briefing: 10.00 AM THURSDAY AUGUST 18, 2016

(Meet in the Consolidated Public Works Department, 163 Lexington St. Waltham)

Phone: 781-314-3244, Fax: 781-314-3245

TABLE OF CONTENTS

Article 1	– Overview- Description of Contract, Community Profiles & Historical Information.....	4
1-A	Description of Solid Waste Collection Programs.....	6
1-B	Municipal Facilities & Schools.....	6
1-C	Exemption from MGL, Chapter 30B.....	6
1-D	Proposals.....	7
1-E	Pricing Format.....	8
1-F	Pre-proposal Meeting.....	8
1-G	BID & Contract Implementation Schedule.....	9
1-H	Legal Advertisement.....	9
Article 2	– Contract Definitions.....	10
Article 3	– Contract Terms.....	11
3-A	Solid Waste Collection.....	10
3-B	Recyclables Collection.....	10
3-C	Residential, Housing Authorities, Municipal Facilities & Schools.....	11
3-D	Solid Waste Disposal.....	12
3-E	Public Area Collection.....	12
3-F	Christmas Tree Collection.....	12
3-G	Yard Waste Collection.....	12
3-H	White Goods.....	12
3-I	Bulky Items.....	13
3-J	Roll-Off Containers (Dumpsters).....	12
Article 4	– General Information.....	12
4-A	Start Date.....	13
4-B	PAYT, Single Stream, or DEP Approved Recycling Program.....	13
4-C	Collection Route.....	13
4-D	Municipal Facilities and School Collection.....	13
4-E	Holiday Collection Notice to Public.....	14
4-F	Inclement Weather.....	14
4-G	Collection Vehicles.....	14
4-H	Care of Citizens’ and Municipal Property.....	15
4-I	Outreach Sponsorship.....	16
4-J	Daily Contract.....	16
4-K	Meeting between Contractor & City.....	16
4-L	Inspection & Reports.....	16
4-M	End of a Route Reporting.....	16
4-N	Annual Audit.....	16
4-O	Materials from other Sources.....	17
4-P	Contaminated Materials.....	17
4-Q	Hazardous Materials.....	17
4-R	Ownership of Recyclable Materials.....	17

4-S Employees..... 17

4-T New Employees..... 17

Article 5 - Collection..... 19

5-A Collection Points..... 19

5-B Collection Frequency..... 19

5-C Collection Schedule..... 19

5-D Collection Times..... 19

5-E Missed Pick-Ups..... 19

5-F Oversized Barrels..... 20

5-G Construction and Demolition Debris..... 20

5-H Leaves and Yard Waste..... 20

5-I Clean-up on Route..... 20

5-J Spillage of Waste or Recyclable Materials..... 20

5-K Hazardous Waste Spills..... 20

5-L Accidents and Breakdowns..... 20

5-M Blocked Streets..... 20

5-N CRT..... 21

Article 6- Solid Waste Disposal..... 20

6-A Solid Waste Disposal..... 20

6-B Permits and Licenses..... 20

Article 7-Recyclable Materials Processing..... 21

7-A Processor Facility Location..... 21

7-B Permits and Licenses..... 21

7-C Weights..... 21

7-D Processing and Disposal Conditions..... 21

7-E Hours of Operation..... 21

7-F Alternative Processing Facility..... 21

Article 8- Payments to Contractor and the Contract Sum..... 21

8-A Compensation to be Paid to Contractor..... 21

8-B Delayed Payment and Disputes..... 21

8-C Option to Review Contract..... 22

8-D Option to Extend Contract..... 22

Article 9 - Insurance..... 23

Article 10 - Other Conditions..... 24

10-A Not to Assign or Subcontract..... 24

10-B Performance Bond..... 24

10-C Change in the Contract..... 24

10-D Compliance..... 24

10-E Force Majeure..... 24

10-F Labor Disputes..... 25

10-G Termination for Improper Performance..... 25

10-H Protection Against Liability..... 26
 10-J Licenses and Permits..... 28
 10-K Laws & Regulations..... 28
 10-L Prevailing Wage Rates..... 28

Article 11 Liquidated Damages..... 28

ATTACHMENTS

Attachment 1 City Buildings and Special Events..... 31
Attachment 2 Dumpsters Location 35
Attachment 3 Prevailing Wage Schedule..... 41
Attachment 4 Compliance..... 44
Attachment 5 Current Collection Routes 54
Attachment 6 Inventory, Housing Structures 65
Attachment 7 Six (6) Year Solid Waste and Recycling Data 67

Article 1 – Overview

The City of Waltham, Massachusetts is a western suburb of Boston, bordered by the communities of Lexington, Lincoln, Weston, Watertown, Belmont and Newton. Waltham has an area of 13 square miles, with approximately 150 miles of paved streets. The City has a population of approximately 60,632 with approximately 23,000 households. The residential properties are distributed As Showing in Attachment 6.

Waltham currently contracts for curbside MSW, recycling and yard waste collection services for single-and multi-family residential customer (including certain apartment complexes and condominiums) and for the City's schools, parks and municipal buildings. The City has also established recycling collection only for approximately 200 businesses, but only along already established residential routes.

Curbside Collection for MSW and recycling is currently provided weekly, on the same day of the week. Yard waste collection is currently provided once every other week for a 33 week period beginning in the middle of April and ending in the middle of December. Established collection routes provide for collection of materials from all locations served under the current contract during weekdays (Monday through Friday), between the hours of 7:00 a.m. and 5:00 p.m. Current collection routes are provided in Attachment 6 of this bid.

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 of the travel way; and cleanup of any occurrence of a spill.

The City of Waltham has implemented and intends to continue to operate a seasonal, City-operated leaf vacuuming program. This program is in addition to curbside collection of bagged yard waste, currently provided as a contract service and included in the Scope of Services for this bid. The City Collects approximately 17,000 cubic yards of leaf waste annually through the vacuum program during the months of October and November. The Scope of Services for this bid includes an option for the Contractor to provide composting of City-Collected yard waste.

The City of Waltham also provides curbside collection of CRT's, once a week, on an as-requested basis under a separate contract. There will be an option in this bid for the Contractor to provide CRT Collection.

Term of the contract will be for either a five (5) year period or a ten (10) year period, whichever is most beneficial to the City of Waltham, commencing January 1, 2017

It will be at the discretion of the City as to whether or not they exercise the option periods after the ten year term of the contract.

The contractor shall provide a fixed yearly cost for the entire duration of the contract. Cost escalations that maybe incurred by the contractor shall be calculated and included in the fixed yearly cost.

Historical Information on solid waste and recycling for the past year for the City is listed below. Facts stated are accurate to the best knowledge of the City. The Contractor is responsible for establishing, to their own satisfaction, the conditions of the work that is the subject of their proposals.

The City of Waltham is a population of approximately 60,632 people living in approximately 23,000 households. In FY 2011 the city collected 19,483 tons of solid waste, 3420 tons of recyclables 125 tons of white goods and 1,912 tons of Yard Waste. There are 165 miles of road in the City which occupies an area of roughly 13 square miles.

1-A Description of Solid Waste Collection Programs

All residents, as described within this bid, have the ability to participate in the city curbside program. Once the bid is awarded, the city and the successful vendor will execute a contract. It will be up to the City to determine if condominiums are included and part of this contract. Condominiums may also contract privately with an independent hauler for these services in accord with the City board of health hauler regulations. Currently some condominiums in the city are being serviced by the City's Municipal Contract

1-B Municipal Facilities & Schools

Municipal Buildings, Housing Authorities, and Schools are included within the scope of this BID and are listed by the city in form attachment 1. The Contractor shall collect solid waste and recyclable materials from these facilities with a combination of dumpster / totters. Should small dumpsters be able to be emptied into the residential route packer there will be no additional charge, and no hauling charge. After collection, the solid waste will be transported to a location determined by the city but no further than 50 miles away from Waltham. Corrugated Cardboard Dumpsters for recyclables shall be provided to the City's individual Recycling Drop off area at no cost

1-C Exemption from Commonwealth of Massachusetts, General Laws, Chapter 30b

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

1-D Proposals

The city, by and through the Waltham Purchasing Department, 610 Main Street, Waltham, MA 02451 will accept proposals from qualified parties for providing the following services: curbside solid waste collection inclusive of bulk items; curbside recycling collection and transportation via single stream; material process and revenue sharing single stream; curbside yard waste collection; curbside Christmas tree collection; curbside white goods collection (via separate truck) The proposals will be received by Joseph Pedulla, Purchasing Agent at the Purchasing Department located on the first floor of City Hall at 610 Main Street, Waltham, MA 02451 **until 10:00 a.m. August 31, 2016**. There will not be a public opening or reading of the proposals and all proposals will be considered confidential until the contract has been awarded. These proposals are not governed under Massachusetts General Laws Chapter 30B, and as such, the City reserves the right to negotiate terms after the proposals have been received.

Bids shall be submitted clearly marked on the outside with the following” Bid for City of Waltham Solid Waste, Yard Waste and Recyclable Materials Collection, Transportation, and Disposal Contract The bid packet may be obtained after August 1,2016 by visiting the City web site at www.city.waltham.ma.us/open-bids or by e-email request to Jpedulla@city.waltham.ma.us . The city reserves the right to waive any informality; and to reject any and all proposals if deemed not to be in the best interest of the city.

Each proposal must contain the following:

- Bid Bond in the amount of 5% of the total proposed price for year one for each service
- Evidence of ability to obtain Performance Bond that will be submitted at the time of execution of the Contract equivalent to 100% of its value of the first year’s contract, for the faithful performance of the contract, to be renewed each and every year. (Note: Performance Bonds are only valid for one year at a time.)
- Bank References & Financial Statement for the most recent fiscal year
- History of being able to service large communities.
- Three References from other municipalities (to be included with this proposal
- Completed and signed price proposal forms
- Evidence of Insurance
- Prevailing wage documentation
- The entire Compliance Section at the end of this document

Nothing in this bid shall require that the Municipalities take the lowest price proposal. Instead, the City reserves the right to base its decision on the entirety of the information provided, at its sole judgment.

Technical Criteria

The City in considering each proposal, shall prior to any pricing determination and subsequent award, investigate and evaluate the Contractor’s responses using the following technical criteria:

- Prior experience with contracts of similar scope
- Completeness of the proposal
- Quality of the services proposed
- Qualifications of the provider based on established professional credibility & financial strength
- Capacity to complete projects: Audited financial statement for the most recent fiscal year. The financial information shall remain confidential and not be a public record.
- Revenue: Submit revenue under contract for the next (10 years)
- Proposed equipment
- Three references from other municipalities (to be included in response to bid)

****The City is not willing to have the refuse from the city combined with another municipality****

Transport, Processing and Marketing of Recyclables: The CONTRACTOR shall determine the most cost-effective location for delivery of collected recyclables. The delivery point may be a transfer point or a location at which all materials are sorted and prepared for delivery to markets for recycling or reuse. In all cases, the collected materials are to be recycled. If the City determines that there is material not being recycled by the processing facility selected by the hauler, the City has the right to require the CONTRACTOR to deliver the materials to a different location.

NOTE: The city reserves the option to designate a substitute delivery site for Recycling should a Recycling Transfer Station or a Recycling Materials Processing facility open within the city. Preference may be given to Contractors proposing to perform all services (solid waste, recyclables, and yard waste). However the city reserves the right to award separate contracts for each service if it is found to be clearly in their best interest to do so. The City reserves the right to award all collection and transport service to a single Contractor, or to award separate contracts for each component.

The bid response is based on an average of number of trash barrels or its equivalent, per household, i.e., and (32 gallon) trash cans or its equivalent in bags.

1 Pricing Format

SOLID WASTE PROPOSALS

- Residential Solid Waste Curbside Collection & Transportation
- Lump Sum **Fixed** Per Year for the **5 Year period** \$ _____
- Lump Sum **Fixed** Per Year for the **10 Year period** \$ _____
- Dumpster Collection and Transportation (per haul) 30 yds: _____ 15 yds. \$ _____ 10 yds. \$ _____
8 yds. \$ _____ Other Size \$ _____ Other Size _____
- White Goods Collection/Transportation (via separate vehicle).
 - a. Cost per Item per contract year: \$ _____
- Public Area Trash Containers (attachments 1, 2 and 6) throughout the City three times per week).
 - a. Cost per Location: \$ _____ b. Alternative Pricing _____

RECYCLING PROPOSALS

Single Stream – Modified

(This would be automated & utilize 64 gal trash containers or 96 gallon recycling bin.

OPTIONAL TO THE CITY (ADD ALTERNATE)

1. Provide single unit price for a **64 Gal.** recycling bin with casters \$ _____, each
2. Provide single unit price for a **96 Gal.** recycling bin with casters \$ _____, each

1-F Pre-Proposal Meeting

A pre-proposal informational meeting will be held **10.00 AM Thursday August 18, 2016** in the **Consolidated Public Works Department** located at **163 Lexington Street, Waltham**

Questions and comments of the bid are welcome and prospective contractors should hold all questions and comments for the pre-bid meeting. It is preferable to have the questions in writing at the meeting.

1G BID& Contract Implementation Schedule

The following are the projected milestone dates:

- Input gathering from City and various municipal contracts.

- Form a Bid Response Evaluation Committee
- Initial legal counsel review of bid
- Initial bid Draft
- Final legal counsel review
- Evaluation Committee Meeting for Review
- Finalization of bid document
- Submittal deadline to advertise
- Advertise in Goods and Services
- The-Bid will be posted on line at www.city.waltham.ma.us/open-bids
- Pre-Bid Meeting is scheduled
- Receive=Bid Responses
- Review and Evaluate Technical Proposal and Price
- City Council approval for contract beyond three years on Council Agenda
- Award Contract
- Initial meeting with successful vendor
- Public Education & Outreach Period

1-H Legal Advertisement

To appear in the Commonwealth of Massachusetts Goods and Services bulletin and the City's web Site

Article 2 Contract Definitions

COMMERCIAL RECYCLING PROGRAM - Recycling program that collects mixed paper and commingled containers from apartments, condominiums and commercial establishments located on already established residential routes using 96 gallon wheeled carts (for businesses only), recycling bins, or barrels marked recycling only no larger than 96 gallons. (for residential use)

COMMERCIAL SUBSCRIBER: Any apartment or condominium complex or commercial facility that subscribes to the commercial recycling program.

CONTRACTOR: The selected contractor that is signatory to the solid waste contract

MUNICIPALITY: Individual who is designated and authorized by the Mayor.

DISPOSAL FACILITY: The facility where the Municipal Solid Waste Collected from the city by the Contractor shall be taken for disposal. Currently at Wheelabrator, North Andover

HOLIDAY: The term "holiday" when used in connection with days of collection, shall include Sundays in addition to the following: New Year's Day, Independence Day, Thanksgiving Day, Christmas Day, Martin Luther King's Day, President's Day, Patriot's Day, Memorial Day, Labor Day, Columbus Day, Veteran's Day.

HOUSEHOLD: A single residential unit with a single or multi-family complex.

MUNICIPAL COLLECTION PROGRAM: Program that collects solid waste and recyclable materials from residents, municipal buildings and schools.

MULTI-FAMILY COMPLEXES: Structures or complexes with more than three units (Per MA Board of Health).

MUNICIPAL FACILITIES: Facilities listed in Attachment 1.

PROCESSING FACILITY: The facility where the recyclable material described in this contract shall be taken by the contractor for processing.

PROCESSING FEE: The fee charged to the City by the Contractor that processes and markets recyclable material from the city. This fee covers all net costs associated with the processing and marketing of recyclable materials such as, but not limited to, sorting, baling, marketing and shipping.

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

SOLID WASTE: Household trash generated from trash container *within the home*, and bulky items such as furniture, not including recyclable materials or construction materials, or hazardous waste material or construction and demolition material from remodeling.

BULKY ITEMS: furniture, mattresses, desks, etc.

RESIDENTIAL SUBSCRIBERS: All residents that subscribe/participate in municipal collection.

SCHOOLS: See city provided attachment 1 with a list of schools

SINGLE FAMILY RESIDENCE: Single family homes,.

SUBSCRIBERS/PARTICIPANTS: Residential units, and multi-family units, condominiums, municipal facilities, businesses and schools participating in the municipal collection program,

MUNICIPALITY/CITY: Refers to the City of Waltham

MAYOR: The Mayor of Waltham and or her designee.

Article 3 Contract Terms

3-A Solid Waste Collection

The Contractor shall provide for the collection of municipal solid waste from all participating residences, inclusive of eligible multi families, condominiums, municipal facilities, housing authority facilities, and schools within the city as listed within this bid in compliance with all applicable State and Local laws, regulations and waste bans.

The solid waste collection contractor shall NOT pick up as part of the residential solid waste stream the following:

- Construction and building materials including asphalt, brick, concrete, cement and gravel, or metal.
- Leaf and yard waste, sod, landscaping, and tree debris and tree stumps.
- Automobile parts, or batteries, engines, doors, body pieces, etc.

- Cathode Ray Tubes (CRT's) – TV's, Computer Monitors
- Appliances or White Goods or Freon containing products
- Hazardous Waste Products
- Tires

3-B Recyclable Materials Collection: The Contractor shall provide for the collection of recyclable materials from all participating residences, inclusive of eligible multi-families, municipal facilities, schools, apartments, condominiums, housing authority facilities, and businesses located along already established residential routes, in compliance with all applicable State and local laws, regulations and waste bans.

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

- Commingled Containers
- Glass: clear, brown, and green bottles and jars
- Aluminum: tin, steel cans, foil and trays
- Metal: steel tin, and aerosol cans and lids
- Plastic containers #1 through #6
- Aseptic Containers – coated paper milk and juice cartons and drink boxes
- Mixed Paper
- Newspapers, advertisement inserts, magazines, telephone books, paperback books, books (hard cover removed) catalogues, junk mail, white/colored office paper, brown paper bags, boxboard & corrugated cardboard, shredded paper (in paper bag)
- Corrugated Cardboard (OCC)

To the extent possible, the Contractor shall minimize the set-out requirements established for OCC, to maximized diversion of this recyclable material from disposal.

3-C Residential, Housing Authority and Schools

The Contractor shall provide collection of solid waste and recyclable materials from all participating residential households and housing authority units, schools, and public buildings and parks as described in the bid in accordance with the specifications of the city.

Municipal Facilities & Schools:

The Contractor shall provide collection of solid waste and recyclable materials from Municipal Facilities, parks and schools as listed within this bid

The solid waste collection costs for facilities with dumpsters shall be on a per-pick up basis and identified by address/location when invoiced. The Contractor shall be responsible for supplying and maintaining appropriately sized dumpster and recycling containers for Municipal Facilities and Schools, and Parks at no additional cost. These materials shall be included in each Municipal tonnage reports for recycling and revenue sharing.

At any time, and from time to time during the term of the contract the city may at it's sole discretion, request a different size container, or add, or delete pickups from containers located at Municipal facilities and schools, and my delete entirely a pick-up from any or all locations listed within this contract.

The Contractor shall provide collection of solid waste and recyclable materials from all apartment, condominiums and commercial subscribers located on already established residential routes. As described

in the bid in accordance with the specifications of the city. Collection costs shall be via line item as formatted within this Bid.

3-D Solid Waste Disposal

The City will provide a specific site with sufficient disposal capacity for solid waste collected from all subscribers for the duration of this contract at Wheelabrator in North Andover

3-E Public Area Collection

The contractor shall provide collection from public area trash barrels and recycling baskets. The Contractor shall collect, transport and properly dispose from each of the public area trash receptacles all garbage, refuse, rubbish and solid wastes contained within and in the immediate vicinity of each receptacle. The Contractor shall also collect and transport for processing recyclable materials contained with each public area recycling basket.

3-F Left Blank Intentionally

3-G Yard Waste Collection

The Contractor shall provide collection of Yard Waste on a schedule determined by the City after the bid is awarded. Yard Waste is collected seasonally, curbside, once every other week with and the option of leaf waste management from the City's leaf vacuuming program. This service will be on a per week basis and the city will specify the number of weeks it wish to contract for this service with the contractor.

3-H White Goods

The contractor shall be required to pick up white goods via separate vehicles, not with the trash packer vehicles. The Contractor is responsible for collection and management of white goods as an on needed basis, on regularly scheduled trash day. Residents are allowed to place one to two white good items curbside per week and disposed of properly. White Goods will be picked up upon the resident's phone request to the Contractor. White goods collected in with the solid waste will result in substantial penalties for the Contractor as they are a Waste Ban item under the Department of Environment Protection's Regulations.

3-I Bulky Items

The Contractor shall collect bulky items with the regular trash. Residents are allowed to place up to one (1) bulky items per week. (see Article 2)

3-J Roll Off Containers (Dumpsters)

The Contractor shall provide containers (dumpsters) as needed for the collection and disposal of solid waste or other materials. Containers shall be delivered at no cost to the City or its residents. It is to be noted that when a school utilizes a small dumpster that the residential packer can pick pick up, there will be no additional charge. There will be a haul charge agreed upon in the contract (s) for a certain fixed number of dumpsters (see price section). Each Municipality will provide a list as to placement of dumpsters at schools or Housing Authority facilities or municipal buildings. Up to Ten (10) dumpsters will be provided at no charge for special events or a special need situation, i.e. clearing out of municipal records from City/Town Hall, public events in the City Commons, etc. The municipality is not required to use the

Contractor for these special services, and may contract with other haulers to provide this service if it so chooses.

Article 4 General Information

4-A Start Date

The Contractor shall commence to plan for the delivery of services as of November 1 2016 in deference to making any transition easier on the public and shall begin the delivery of services on January 1, 2017. The potential changes in transitioning from one contract to another, will be much easier for residents and the Municipalities alike by starting on a Monday of a “normal schedule” week.

If delays are caused by acts of God, acts of government or state, acts of terrorism, 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 the work in the Contract on his part as the Municipality shall certify in writing to be just.

4-B Left blank-intentionally

4-C Collection Route

Once the bid is awarded, the City will provide the Contractor a list of all locations for collections, alphabetically by street address to be provided as an Attachment to their own contract. It is the responsibility of the City to communicate additions or deletions to the list on an annual basis. There shall be no changes in the collection route or schedule at the start of the Contract. All changes in or deviation from routes and schedules made by the Contractor must receive prior written approval of the City impacted. Five (5) Route Maps will be provided by the City at least one month prior to the beginning of the Contract.

Throughout the life of the Contract the Contractor is expected to service residents in the same order each week. It is the Contractor’s responsibility to return for any missed pickups if materials were missed due to change in time of collection that was not approved by the City impacted.

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 addresses of the changes. The method and wording of notification of residents must be approved by the city.

4-D Municipal & Housing Facilities & 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 Attachments for city. The Contractor agrees to make collection from each of the Housing Authorities, Municipal Facilities, Schools, and with the frequency specified in this document. This schedule shall not be changed without the prior written consent of the City. Failure of the Contractor to maintain said collection schedule will be considered breach and default of this Contract and grounds for immediate termination of the Contract. At any time during the term of the Contract, the city may, at its sole discretion, add or delete pickups from containers listed within said Attachments.as necessary, the Contractor shall adjust the number and/or size of containers at any given site to accommodate solid waste and recyclable materials. If a small dumpster is emptied into the residential packer during a residential

route collection, there will be no additional charge for emptying the dumpster as there will be no haul involved.

Collection from schools shall be made at least on-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 7:00 a.m. or after 5:00 p.m. without prior approval of the City.

No later than seven (7) days prior to the commencement of work under the new Contract, 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 (see attachment 1 and 2). 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. Tops of the containers should be cleaned by the Contractor as needed. Any broken, damage or missing receptacles must be repaired or replaced immediately. It is the Contractor’s responsibility to was or otherwise clean the containers, if such condition arises, at not additional cost to the City. All containers are to be deodorized upon request. Any solid waste or recyclable materials within a four-foot radius shall be considered refuse to be collected.

The Contractor may place the company logo on Contractor-supplied containers, but should also have some type of signage promoting recycling or identify proper usage of the container.

The Contractor will take adequate precautions to protect all property (low hanging wires, buildings, shrubs, lawns, pavement, vehicles, or other items or areas that are within school boundaries) from any damage and will be responsible for any such damage caused as a result of this service.

4-E Holiday Collection Notice to the Public

When a scheduled collection falls on a holiday, there shall be no collection on that day. Collection for those days and all remaining days of the week shall occur one day late. The Contractor shall be responsible for advertising the change in schedule on week prior to the holiday in the Tribune and on Cable Access TV.

4-F 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 the Contract. Collections may be omitted only under the most extreme, adverse weather conditions such as blanketing snowstorms, hurricanes, and the like (see Article 11-g, Force Majeure) and then only with prior approval from the City. Scheduled delay shall be advertised by the Contractor immediately following the decisions to implement a delay in the News Tribune, Online Waltham Patch, and Cable Access if time allows.

4-G Collection Vehicles

The collection trucks shall be of size and type that is approved by the City. The City **may** give preference to a bid response that includes utilizing “green” or energy saving vehicles for use under this contract. The Contractor shall have standby equipment available within a twenty-five (25) mile radius. Collection trucks

shall, at all times, be equipped with radios. The Supervisor shall have a cell phone that can be in direct contact with the designated representative of the City.

All vehicles used in the collection and transportation of solid waste or recyclables materials shall be of sufficient size and capacity to operate efficiently. A sufficient number of vehicles will be supplied by the Contractor to collect the solid waste and recyclable material in accordance with the terms of this Contract and such sufficiency shall be determined by the municipality. Trash collection vehicles are not to be more than five to six years old. The contractor will be responsible for determining the appropriate size for vehicles to ensure that small streets, hills, dead ends, etc. that cannot be accessed by traditional vehicles may receive weekly service. The City shall have the power, at any time, to order the Contractor to increase the number of vehicles, if in its judgment and increase is necessary for the fulfillment of the Contract. If upon receipt of such order, the Contractor fails to comply with such order within ninety (90 days) such failure shall constitute a breach of the Contract, and the Contractor shall forfeit in the form of liquidated damages the sum on one (\$100.00) dollars for each day that the Contractor fails to comply with such order, said penalty to be imposed for each additional truck ordered by the municipality, but not placed in service by the contractor.

Bodies for the trucks to be used in the collection and transportation of solid waste shall be the enclosed packer-type, with a capacity of not less than ten (10) cubic yards by actual measurement. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. The equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be 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.

The Contractor shall provide garage and yard for the equipment that is adequate and sufficient to provide all-weather, year-round operation. The Contractor shall make adequate provision for maintenance and prompt repair of collection equipment.

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. All vehicles, conveyances, containers, and all other equipment of whatever nature that is used by the Contractor shall be kept and maintained in a sanitary condition and well repaired. 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 replaced by the Contractor as soon as reasonably possible.

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 to be impassable and must be able to read and understand all traffic signs, signalization and roadway markings.

If the Contractor services private customers in the City, the vehicles that services private customers must be readily distinguishable at a glance from the vehicles servicing municipal customers. Distinguishable methods must be approved by the City, such as clearly visible signage stating *Private Collection* or similar wording.

Open body trucks with appropriate rails for safety may be used for bulky objects, white goods, and Christmas Trees only. These trucks may not be used under any conditions for refuse that may blow or

spill. These open body trucks are not subject to the requirements of painting and numbering, but may also be required to have a system of distinguishable identification.

4-H Care of Citizen's and Municipal Property

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

If, in the City's judgment, waste barrels/receptacles are damaged or destroyed by the Contractor's personnel, the contractor shall, at its expense promptly replace the damaged or destroyed barrel, receptacle, or recycling container with another approved container.

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

4-I Outreach Sponsorship

The City holds several annual special events at which the CONTRACTOR shall provide trash and recycling collection containers and or dumpsters as requested for these events and collect the materials at the end of each such event (within 48 hours). The City will give the CONTRACTOR 30 days advance notice of such events. The cost of providing this service shall be included in the lump sum costs for refuse collection and transport, and recycling collection and processing. A representative listing of the current special events is provided in Attachment 5.

The Contractor will sponsor outreach efforts such as participating in community events, or educational presentation by a professional at elementary schools during each year of the contract, or assistance in funding for outreach or technical assistance, such as cost of printing recycling calendar and informational and educational brochures. The amount for outreach funding and sponsorship for activities will be determined by a formula of (\$1.00) per household, per year.

The City creates an annual recycling/solid waste guide and calendar to distribute to its residential properties at the beginning of each fiscal year. The guide will contain the refuse and recycling collection schedule, a list of materials acceptable for recycling and set out requirements, trash rules and limits, telephone numbers for residents to call and other pertinent data. The City and the CONTRACTOR shall consult before the creation of the guide so as to insure the information is accurate and up to date for the coming year. The CONTRACTOR must notify the City by February 15 of each contract year of any changes at the recycling facility with regard to acceptable recyclable materials or preparation requirements. A sample of the current "Waltham Recycles" flyer is found in the City Web Site under "recycling". The production and printing of the annual calendar shall be borne by the contractor in its entirety.

4-J Daily Contact and Managing Agent

The Contractor shall maintain an attendant to answer telephone calls throughout the day between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. The attendant shall receive calls in a courteous manner and shall resolve all complaints in expeditious manner. A 24 hour 800 number and local customer-service telephone number shall be provided for residents to leave a message.

The Contractor shall designate, in writing to the City 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.

4-K Meetings with Contractor and Municipality

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

4-L Inspection and Reports

The collection Contractor shall be required to obtain accurate weights of collected materials. The Contractor shall submit to the City, on a monthly basis, accurate weight slips, with a summary report for solid waste and recycling, showing the quantity (in tons) of materials collected.

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 full and complete written reports of operations under this Contract in such detail and with such information as the city may reasonably request.

4-M End of Route Reporting

All services requests for pickup to the Contractor before 3:30 P.M. shall be responded to on the same day, Unless otherwise mutually agreed by the City and the Managing Agent.

4-N Annual Audit

The Contractor may be requested to conduct an annual audit at a time selected by the City (usually in June) of the entire collection route to ensure that the drivers are only collecting permitted materials from households with the municipal program. The Contractor shall provide an additional employee to ride with the trash driver and identify addresses that are setting out materials that are not included on the list of subscribers. Addresses identified during the audit shall be notified by the city. The Contractor shall discontinue service at identified addresses.

4-O Materials from Other Sources

The Contractor shall not mix refuse or recyclable material from any other source with refuse or recyclable material collected on behalf of the City within this bid. Violation of this regulation shall be considered a breach of contract and subject to termination of contract or fines.

4-P Contaminated Materials

It is the Contractor's responsibility to ensure that recyclable materials collected at curbside are not contaminated. If recyclable materials delivered to the processing facility are determined, by the processing facility's representative, to be contaminated, the collection Contractor shall be responsible for all costs associated with disposal. The Contractor shall be entitled to dispose, at the Contractor's sole expense, and 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. Failure to comply with the requirements of this paragraph shall render the Contractor liable for the damages.

4-Q Hazardous Materials

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

- a. Gasoline And Waste Oil
- b. Liquid Oil-Based Paints, Turpentine, Paint Thinners And Shellac
- c. Pesticides
- d. Auto Batteries
- e. Explosives, Ammunition
- f. Propane Tanks And Gas Cylinders
- g. PCB's and radioactive waste containers
- h. Other materials designated hazardous by DEP or EPA
- i. Medical wastes
- j. Oven and drain cleaners, and heavy duty cleaners
- k. Fluorescent bulbs, (FLS,) or any mercury containing item
- l. Gypsum
- m. Construction materials

4-Q2 Hot Loads

The contractor shall isolate the material, call the radiologist and follow the guidelines per the radiologist and the transfer station. The contractor shall also notify the City of Waltham. The City will reasonably compensate the contractor for its costs including but not limited to the cost of evaluating the cause of the rejected load, overtime costs in excess of two (2) hours and the cost of substituting the delayed vehicle

4-R Ownership of Recyclable Materials

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

4-S Employees

The Contractor shall employ competent and courteous employees and shall immediately discharge or transfer to duties outside the city, any incompetent or discourteous employee when ordered to do so by the city. The Contractor shall not again employ for work within a city, any employee dismissed or transferred under the foregoing provisions without the consent of the city.

4-T New Employees

The Contractor recognizes that its employees will come into contact with children at schools, libraries and other facilities, as well as the City's elderly populations. To ensure that its employees are suited to come into contact with children and the elderly, the Contractor shall conduct criminal background checks through the Commonwealth of Massachusetts Criminal History Systems Board on each employee, and the Contractor shall represent and make every effort to guarantee to the city that the Contractor will not assign employees who are convicted pedophiles or are registered sex offenders, or who have been convicted of similar criminal offenses that render them unsuited to having contact with children and the elderly within the Municipal Collection Routes covered by the Contract. The contractor is required to perform a CORI background check on all employees and assign to the City of Waltham only personnel with a clear CORI check.

The Contractor shall indemnify and hold the city a party to the Contract harmless from any claims, charges, complaints, damages, and judgments of any kind, including attorney's fees, arising from or directly related to the Contractor's failure to comply with this requirement.

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

Article 5 Collection

5-A Collection Points

Collections from Subscribers shall be made at curbside, within four feet of the edge of pavement.

Municipal facility, schools, parks, and public area receptacle collection shall be made at designated pick up points.

The Contractor shall accept solid waste and recyclable material brought to the truck by residents as the truck passes the dwelling unit. Habitually late residents shall be referred to the city for notification.

5-B Collection Frequency

Solid Waste

The Contractor shall collect from all approved addresses once a week. The Contractor shall collect from the Schools Municipal Facilities, parks, public areas and Housing Authorities as per attachment 1 for the city.

Recyclable Materials

The Contractor shall collect from all approved addresses once a week. The Contractor shall collect from the Schools Municipal Facilities, parks, public areas and Housing Authorities as per attachment 1 for the city

5-C Recycling Collection Schedule

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

5-D Collection Times

No collection for the city programs shall be made before 7:00 a.m. or after 5:00 p.m. without prior approval from the city.

5-E Missed Pickups

The Contractor shall be required to return for all missed pickups the same day if notification is received prior to 3:30 p.m. The collection vehicle shall return to the address the following day if notification is received after 3:30 p.m. In the case of a Saturday pickup due to a holiday schedule all missed stops will be picked up the same day.

- a. The Contractor shall be required to collect all pickups missed due to driver error at no extra cost.
- b. The Contractor shall be required to collect additional collections up to 1% of the total number of customers on a given route, on a given day at no extra cost.

5-F Oversized Barrels

The Contractor does not have to pick up barrels or bags that weigh more than 75 lbs.

5-G Construction and Demolition Debris

The Contractor shall not accept construction or demolition debris The Contractor shall notify the City of an address that consistently sets out construction and demolition debris.

5-H Leaves and Yard Waste

The Contractor shall not commingle with Solid Waste any leaves or other yard waste, or Christmas Trees.

5-I Cleanup on Route

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

5-J 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 spill/dumped into a street, sidewalk or property, the Contractor shall clean up the spilled/dumped matter immediately before proceeding to the next place of collection, or make arrangements for the spillage to be cleaned up immediately.

5-K Hazardous Waste Spills

The Contractor must immediately report any spill of automotive fluids or other hazardous waste to the City.

5-L Accidents and Breakdowns

The Contractor shall notify the City within 30 minutes of any accident or breakdown that will delay normal collection. The Contractor shall notify the City within 30 minutes of any accident involving injury or damage to private or public property.

5-M Blocked Streets

If any street, avenue, road, lane, circle, etc. is blocked or inaccessible for any cause, the Contractor shall have the refuse and recyclable material, or Yard Waste removed/carried to the collection vehicle unless otherwise directed by the city.

5-N CRTs

The contractor is responsible for picking up CRTs by following the process successfully established by the City. Attachment 7 provides the total number of units and tonnage for each of the past six(6) years

Article 6 Solid Waste Disposal

6-A Solid Waste Disposal

The Contractor shall bring all solid waste and bulk items to a city designated and contract location that is no more than 60 distant from Waltham. Wheelabrator, North Andover. The Contractor shall dispose of white goods at the site designated by the contract within their own contract, in compliance with State and Federal regulations.

6-B Weights

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

Article 7 Recyclable Materials Processing

7-A Processor Facility Location

The Contractor shall provide the City, in writing, with information of the materials processing facility where recyclable materials are taken. The Contractor shall notify the City in writing of any changes in the processing facility location. The Contractor shall also provide the city with a list of materials accepted by the processing facility and will notify the city of any changes in materials accepted by the facility.

7-B Permits and Licenses

The recyclable materials processing facility which accepts recyclable material collected from the city must be fully licensed and permitted by EPA and Mass. DEP, and any other applicable Federal, State or Local Officials and is responsible for the processing and marketing of recyclable materials.

7-C Processing and Disposal Conditions

The Contractor guarantees that at no time during the term of this Contract shall any of the recyclable materials accepted under this Contract be incinerated or land filled except as provided in this section. If the Materials Recycling Facility is unable to recycle all or a portion of the recyclable material collected by it due to a failure in the secondary market for recyclable material, and has demonstrated to the City reasonable satisfaction that its failure to recycle is due to the failure of the aforementioned, secondary market, the city shall permit the material to be incinerated or taken to a landfill.

NOTE: The City reserve the option of changing the designation of the disposal of recyclables should a Recycling Transfer Station or Recyclable Material Processing Facility come online in Waltham.

Article 8 Payments to Contractor and the Contract Sum

8-A Compensation to be paid to the Contractor

The City will pay, and the contractor will accept, in full consideration for the performance of the Contractor's obligations the amounts set forth in the contract shall be made monthly and shall be invoiced by the Contractor to the city in arrears, but no later than then (10) business days after the last day of each calendar month. The City will make all payments due to the Contractor under the terms of the Contract within forty-five (45) days of receiving a complete and accurate invoice from the Contractor. The contractor shall be obligated to collect materials only from Subscribers/Housholds/Facilites/PublicAreas/Parks/ and Schools as defined in this bid. The Contractor shall bill on a monthly basis (one twelfth of annual cost) for solid waste and for recycling to the City to the City. Billing for container/dumpster hauling will be done on and individual basis per month with a location and description included for each haul and included in the monthly invoice.

8-B Delayed Payment and Disputes

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

8-C Option to Extend Contract

The City may choose to extend the term or conditions of this contract given that the present terms and conditions remain unchanged.

8-D Automated Solid waste collection

If in the future the City decides to implement an Automated Solid Waste Collection system the parties agree to the renegotiation the portion of this contract pertaining to Solid Waste Collection contract

Article 9 Insurance

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect the work covered by this Contract, and the City and its employees, agents and official, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operation under this Contract. The Contractor covenants and agrees to hold the city and its employees, agents and official 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:
 - a. \$ 1,000,000 for any one person and
 - b. \$ 1,000,000 on account of one occurrence and
 - c. \$3,000.000 aggregate limit

 - (B) For liability for property damage:
 - a. \$ 1,000,000 on account of anyone occurrence and
 - b. \$ 3,000,000 aggregate limitExtraterritorial clause shall be included
1. **WORKER'S COMPENSATION INSURANCE:**
 - a. 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**
 - a. In the amounts required in (A) above.

 3. **PROPERTY DAMAGE PREMISES-OPERATIONS, CONTRACTOR'S PROTECTIVE AND COMPLETED OPERATIONS PUBLIC LIABILITY INSURANCE**
 - a. 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 WIT THE PROSECUTION OF THE WORK UNDER THIS CONTRACT:**
 - a. In the amounts required in (B) 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:**
 - a. In the amounts required in (B) above.

6. CONTRACTUAL LIABILITY INSURANCE COVERING THE LIABILITY ASSUMED BY THE CONTRACTOR:
 - a. In the amounts required under (A) and (B) above.
7. OWNER'S PROTECTIVE INSURANCE SECURED BY THE CONTRACTOR ON BEHALF OF THE CITY WHICH WILL DIRECTLY PROTECT THE CITY/ AND OR ITS EMPLOYEES, AGENTS, AND OFFICERS FROM LIABILITY FOR BODILY INJURIES, INCLUDING ACCIDENTAL DEATH
 - a. In the amounts required in (A) above and for PROPERTY DAMAGE:
 - b. In the amounts required in (B) above
8. The Certificate of Insurance shall include in the description of service and be supported by a policy amendment, the following language verbatim: **"The City of Waltham is a named additional insured for all insurance as required by contract"**

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 municipality or its officers for or employees or for damage to his trucks or equipment arising out of work contemplated by this Contract. The certificate of insurance shall be delivered to the City at least fifty (50) days prior to January 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 his personal attention constantly to the faithful performance of the work, shall keep the same under his personal control and shall not assign, by power of attorney or otherwise, nor subcontract the work or any part thereof, without the previous written consent of the 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 performance bond in a form and with a surety company, for and approved by the City, and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the Contractor fully performing all of his obligations under this Contract, and making full payment for all labor performed or furnished in the work, equivalent to 50% of the first year contract for the faithful performance of the Contract. The bond shall be delivered to the Purchasing Department at least thirty (30) days prior to July 1 of each year of each year that this Contract is in force. 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 ordering in writing given to the Contractor, may make any reasonable order respecting a change (increase or removal) of any part of the work or the furnishing of extra trucks or labor relating thereto, and the Contractor shall conform to such orders within a reasonable time.

NOTE: If requested by the City, the Contractor will amend the Contract to include up to five (5) additional working days so that the Contract expires on the last day of the normal week.

10-D Contract Compliance

It is understood and agreed that because the public health and convenience of the City is involved in the performance of the Contract, performance reasonably satisfactory to the city includes meticulous attention to every detail in the Contract expires of the last day of the normal work week.

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

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 perform the services, or temporarily procure services of other contractors. The Contractor shall reimburse the City for all costs associated with procuring such temporary Collection services 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

The City reserves the right to terminate this contract at any time, upon ten days written notice to the Contractor, for any reason.

Contract 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, but in no event shall such period exceed a total of one hundred eighty (180) days.
- b. The Contractor becomes insolvent; however such insolvency may be evidenced by any of the following conditions: makes an assignment for the benefit of creditors; is adjudicated a bankrupt; 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 bankruptcy or reorganization, arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, or, if such proceedings are instituted against the Contractor, the Contractor approves of, consents to, or acquiesces in such proceedings or such proceedings are not dismissed within ninety (90) days.
- e. Any representation or warranty made by the Contractor is not true in any material respect as the date of the issuance or making thereof contained in this Contract, the bid for this Contract, or any other document or instrument executed in connection herewith.
- f. The death, dissolution or termination of existence of the Contractor.

2. City Events of Default

- a. Failure of the City to pay any sums due the Contractor hereunder within 45 (45) days after receiving the 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 9-b of this Contract within such fifteen (15) days after written notice by the Contractor to the City of such non-payment. No Event of Default shall occur until a final determination of the correct amount pursuant to the provision of said Article 8-A 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 impacted City may, in addition to and not in derogation of any other rights 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 attorney's fees and expenses, incurring a default shall be paid by the Contractor to the City on demand.

4. Remedies for City's 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 The City's Liability

The City's liability under this Contract shall be limited to the payments due hereunder. In no event shall a 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 Complex, 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 at 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, 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 to which it or they may be subject by reason of any alleged act, action, neglect, omission or default of the part of the Contractor or any of their agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorneys' fees and expenses. If any such claim is made, the impacted City may retain out of any payments, then or thereafter due to the Contractor, or a sufficient amount to protect it completely against such claim, costs, and expenses. In any event that the City shall be sued or become subject to administrative action because the Contractor has failed to properly transport, process 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 incurred.

10-J Licenses and Permits

The Contractor shall obtain and pay for all licenses and permits necessary for collecting, transport and marketing recycling materials and/or collecting, transport and disposing of solid waste material. City determined fees are waived.

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 the Contract for this work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall for with 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 specific City, its officers, agents, boards and employees, and the owners and occupants of any Single Family Residence, Multifamily Complex, Multifamily Unit, Condominium Association, board members, management companies and their employees, landlords and tenants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, by the Contractor, his agents or employees. Any additional cost caused by noncompliance to any applicable law or regulation shall be borne solely by the Contractor.

10-L Prevailing Wage Rates

In accordance with MGL, Chapter 149, Section 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. The Contractor shall provide the City with certified weekly payroll information for all employees working within 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. A current Prevailing Wage schedule is provided in the city web site at www.city.waltham.ma.us/open-bids

Article 11 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 this section of the bid, for collection and transportation of the City's waste prior to the occurrence of a Contractor Event of Default hereunder. The Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by the city in the event the Contractor defaults on any of the following specified obligations. The City shall have the right to withhold the amount of liquidated damages assess from any payment owed to the Contractor as a credit or set-off from the monthly invoice. 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 operated so as to impair the

continuing obligation for 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 assess liquidated damages shall not be deemed to have been a waiver by the City of any such violation or of any City's remedies on account thereof, including its right of termination of this Contract for such default.

Liquidated Damages

- | | |
|---|-----------------------|
| 1. Failure to immediately pick up materials spilled during collection. | \$ 50 per Occurrence |
| 2. Failure to promptly pick up waste spilled during transport if the city receives complaint of such spill | \$ 50 per occurrence |
| 3. Willful mishandling of waste barrels/receptacles or recycling containers | \$ 25 per occurrence |
| 4. Failure to place waste barrel/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 upon emptying. | \$ 25 per occurrence |
| 5. Placement of barrels, recycling bins, or lids such that they obstruct roads, driveways or mailboxes. | \$ 25 per occurrence |
| 6. Following notice of complaint, failure to collect waste from a specific location on the same day as the regular collection route or by noon of the following day if so authorized by the City. | \$ 25 per occurrence |
| 7. Failure to collect appropriate materials properly set out from two (2) or more subscribers 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. | \$ 25 per occurrence |
| 8. Failure to pick up from any single address more than one time in a given plus month or three times in a six month period when the driver or Contractor reimbursement of subscription fee if more than three misses in a six month period | \$ 100 per miss |
| 9. Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from the City. | \$ 250 per occurrence |
| 10. Beginning any single collection route prior to 7:00 a.m. or finishing after 4:00 p.m. without prior consent of the City. | \$ 25 per day |
| 11. Use of unmarked or uninspected collection vehicles | \$ 200 per occurrence |
| 12. Failure to clean vehicle or conveyances as provided for in this contract | \$ 100 per occurrence |
| 13. Failure or neglect to repair or furnish replacement dumpster or totter meeting | \$ 200 per |

the requirements of this contract within five (5) days.	occurrence
14. Collecting solid waste or recyclable materials from addresses that do not subscribe to the program.	\$ 200 per occurrence
15. Disposing of as trash, those recyclable materials appropriately set out for Recycling.	\$ 500 per occurrence
16. Failure to report truck breakdown or accident within thirty (30) minutes	\$ 25 per occurrence
17. Failure or neglect to furnish a scheduled or revised schedule of collection and disposal	\$ 500 per occurrence
18. Commingling materials collected under this Contract with materials not collected under this contract, even if the town will not be billed.	\$ 500 per occurrence
19. delivering any waste other than described in this Contract to disposal sites that will be billed to the city.	\$ 2,500 per ton
20. Failure to submit weigh slips with monthly invoice.	\$ 50 missing slip
21. Submitting weight slips for materials not collected through this Contract.	\$ 500 per occurrence
22. Failure to correct billing error within one week after notification	\$ 100 per occurrence
23. Failure to provide prevailing wage rate information as required under this contract	\$ 500 per occurrence
24. Failure to maintain customer service 24 hour hotline for subscribers	\$ 200 per 4 hrs out Service
25. Use of collection vehicle marked with the name of the City within this Contract for the collection and/or haul of waste other than provided for under the provisions of this Contract.	\$ 2,000 per. occurrence

ALL LIQUIDATED DAMAGES MAY BE DEDUCTED BY THE CITY FROM ANY PAYMENT THEN OR THEREAFTER DUE TO THE CONTRACTOR.

Attachment 1

Waltham

Facilities Location: Schools, Parks & Public Facility
And Special Events

City Buildings

Schools - Dumpster pick-up

Douglas MacArthur Elementary	494 Lincoln Street
Fitzgerald Elementary	140 Beal Road
Kennedy Middle	655 Lexington Street
Lawrence Maint. Building	Trapelo Road
McDevitt Middle	75 Church Street
Northeast Elementary	70 Putney Lane
Plympton Elementary	20 Farnsworth Street
Stanley Elementary	250 South Street
Waltham High School	617 Lexington Street

Parks - Seasonal- Dumpster Pick-up

Nipper Maher Park	10 Whitcomb Street
Prospect Hill Park	314 Totten Pond Road
Veterans Memorial Field	385 Forest Street

Parks- Year round Dumpster Pick up

Veterans Rink	295 Totten Pond Road
---------------	----------------------

Municipal Buildings- Dumpster Pick up

City Hall	610 Main Street (1)
Government Center	119 School Street (1)
Library	736 Main Street (??)
Mt. Feake Cemetery	203 Prospect Street (1)
Police Department	155 Lexington Street (1)
Public Works	165 Lexington Street (2)
Public Works (cardboard)	165 Lexington Street (3)

Metal dumpster
Tire dumpster

165 Lexington St.
165 Lexington St.

Recreation Center (South Jr.)
Senior Center
Stonehurst (Paine Estate)
Wires/IT Department

510 Moody Street (1)
488 Main Street
100 Robert Treat Paine Drive (1)
Church Street (behind 21 Lexington St.)

Parks- Recycle Pick Up

James P. Falzone Memorial Park
Graverson Playground
Lazazero Playground
Hillcroft Playground
Elsie Turner Field
McDonald Playground
McKenna Playground
Chemistry Park
Nipper Maher Park
Logan Park
Thompson Playground
Fitch School Spray Park and Playground
Lowell Field
MSGR. McCabe/Warrendale Playground
Cornelia Playground
Bobby Connors Playground
Drake Playground
Prospect Hill Park
Veterans Memorial Fields (Army Corp)

901 Trapelo Road (2)
16 Pine Vale Road (2)
7 Shore Road (4)
25 Hillcroft Road (2)
421 Trapelo Road (1)
8 Cutter Street (2)
10 Whitcomb Street (4)
Newton Street (1)
65 Dartmouth Street (9)
120 Woerd Ave. (1)
95 Charles Street (1)
14 Ash Street (1)
190 Grove Street (4)
90 Charlotte Road (6)
210 Waverley Oaks Road (3)
20 Sunnyside Street (2)
3 Hazel Street (2)
Totten Pond Road (5)
385 Forest Street (9)

Waltham Housing Authority – Dumpster Pick Ups

Waltham Housing
Waltham Housing
Waltham Housing
Waltham Housing
Waltham Housing

100 Cedar Street (2)
30 Dale Street
46-48 Dale Street (3)
Grove Street
Prospect & Charles (6)

Special Events on the Common

Special Construction dumpsters

610 Main Street (6) yearly scheduled

Where needed 6-10 yearly

Attachment 2

Dumpsters Location

Attachment 2

MONDAY COLLECTION SCHEDULE

Dumpsters
City wide

1	CITY HALL	610 MAIN ST	2 YD	CONTAINER ON ELM ST ENTERANCE
2	CENTRAL ST APTS	47 CENTRAL ST	10 YD	
3	CENTRAL ST APTS	73 CENTRAL ST	10 YD	
4	CENTRAL ST APTS	79 CENTRAL ST	10 YD	
5	JACKSON ST APTS	30 A JACKSON ST	10 YD	OFF RIVER ST
6	RIVER ST APTS	403 RIVER ST	4 YD	
7	RIVER ST APTS	397 RIVER ST	4 YD	
8	WILLOW ST APT	144 WILLOW ST	10 YD	
9	WILLOW ST APT	173 WILLOW ST	10 YD	
10	FITZGERALD SCHOOL	140 BEAL ST	10 YD	
11	BALLO'S APT	99-101 TRAPELO RD	6 YD	NEAR WAVERLY OAKS RD BRICK BLDG ENTER ON LEFT OF BLDG
12	NORTHEAST SCHOOL	70 PUTNEY LANE	10 YD	NEIGHBORHOOD OFF TRAPELO
13	OUR LADYS SCHOOL	TRAPELO RD	6 YD	NEAR LEXINGTON ST/ CONTAINER ON RIGHT SIDE OF SCHOOL
14	PARKS & REC.	314 TOTTON POND RD	10 YD	
15	KENNEDY MIDDLE SCHOOL	JACK'S WAY	10 YD	OFF LEXINGTON
16	WALTHAM HIGH SCHOOL	JACK'S WAY	10 YD	ABOVE KENNEDY SCHOOL
17	ESPOUSAL CENTER	664 LEXINGTON ST	10 YD	UP DRIVEWAY STAY TO RIGHT
18	POLICE DEPT	175 LEXINGTON ST	2 YD	TO LEFT AS ENTERING PARKING LOT BACK DOWN TO IT
19	DPW YARD	175 LEXINGTON ST	10 YD	BEHIND FIRE DEPT NEXT TO SAND/SALT BLDG
20	FIRE DEPT	175 LEXINGTON ST	BARRELS INSIDE	INSIDE BAY CLOSEST TO DRIVEWAY
21	GOVERNMENT CENTER	119 LEXINGTON ST	10 YD	CORNER OF LEXING. & SCHOOL BACK IN FROM LEXINGTON
22	SCHOOL ST APTS	220 SCHOOL ST	4 YD	BACK IN AND BEHIND BLD TO RIGHT
23	GRANT ST APTS	95 GRANT	4 YD	corner of grant and school st
24	EXCHANGE ST APTS	8-12 EXCHANGE ST	10 YD	BACK IN OFF EXCHANGE ST- next to boys/girls club
25	MAIN ST APTS	763 MAIN ST	6 YD	DO THE SAME TIME AS BOYS CLUB
26	BOYS CLUB	EXCHANGE ST	8YD	BEHIND BUILDING ACCESS AT 763 MAIN ST- DO SAME TIME AS 763 MAIN
27	WIRES DEPT	CHURCH ST	10 YD	BEHIND BUILD ACCESS FROM CHURCH ST
28	MCDEVITT MIDDLE SCHOOL	75 CHURCH ST	10 YD	CORNER CHURCH AND SCHOOL
29	TAYLOR & MURPHY	188 LEXINGTON ST	6 YD	
30	PLYMPTON SCHOOL	BACON ST	6 YD COMPCTR	BEHIND SCHOOL ON FARNSWORTH ST
31	WALTHAM HOUSING	PINE ST	2 YD	OFF COOPER ST RIGHT OF BLD
32	REYNOLDS REAL ESTATE	131-133 HIGH ST	2 YD	
33	WHITTEMORE SCHOOL	30 PARMENTER RD	10 YD	CONTAINER NEXT TO BUILDING
34	SOUTH JR. HIGH	MOODY AND HIGH ST	10YD	CONTANER ON CORNER OF ALDER AND BEECH ST
35	ASH ST APTS	87 ASH ST	8 YD	
36	MOODY ST APTS	703 MOODY	2 YD	off Robbins
37	CLARK WORKSHOP	CHESTNUT ST	6 YD	56 CHESTNUT/ BACK IN ON LEFT SIDE OF BLD.
38	CRESENT ST APT	61 CRESENT ST	6 YD	
39	WALNUT ST APT	41 WALNUT ST	10 YD	
40	WALNUT ST APT	50-58 WALNUT ST	10 YD	
41	CUSHING ST APT	6 CUSHING ST	2 YD	
42	WALTHAM HOUSING	PROSPECT AND CHARLES	2 YD	BACK IN FROM CHARLES ST
43	NIPPER MAHER PLAYGROUND	DARTMOUTH ST	8 YD	OFF SOUTH ST
44	OVERLAND RD APTS	148 OVERLAND	6 YD	OFF RT 117 (MAIN ST)
45	OVERLAND RD APTS	115-123 OVERLAND	6 YD	OFF RT 117 (MAIN ST)
46	EDGE HILL ROAD APTS	48-58 EDGEHILL RD	6 YD	
47	MAIN ST APTS	1191 MAIN ST	4 YD	

TUESDAY COLLECTION

	1 CITY HALL	610 MAIN ST	2 YD	BACK IN OFF ELM ST
2	RIVER ST APST	187-189 RIVER ST	4 YD (2)	
3	WALTHAM HOUSING	GROVE ST	10 YD	NEAR CHURCH AT GROVE AND NEWTON
4	MASSASOIT ST APTS	32 MASSASOIT ST	6 YD	CORNER OF BRIGHT AND MASSASOIT
5	LINDEN ST SPT	3-11 LINDEN ST	6 YD (2)	
6	BALLO'S APTS	99-101 TRAPELO RD	6 YD (2)	NEAR WAVERLY OAKS RD
6	BEAVER ST	90-91 BEAVER ST	6 YD	
7	NAZARENE CHURCH	1450 TRAPELO RD	4 YD	CORNER TRAPELO AND SMITH
8	MAC ARTHUR SCHOOL	494 LINCOLN ST	10 YD	ON RIGHT SIDE OF SCHOOL
8	LEXINGTON ST APT	900 LEXINGTON ST	10 YD	
9	COLONIAL MANOR	879 LEXINGTON ST	10 YD (2)	
10	COLLEGE FARM APTS	304 COLLEGE FARM RD	6 YD	
11	LINCOLN ST APT	333-339 lincoln st	10 YD	
12	LINCOLN ST APT	346-356 LINCOLN ST	10 YD	
13	WALTHAM HIGH SCHOOL	JACK'S WAY	10 YD	NEXT TO MAINTENANCE BLD IN BACK
14	KENNEDY MIDDLE SCHOO	JACK'S WAY	10 YD	ABOVE HIGH SCHOOL
15	PAIN ESTATE	100 ROBERT TREAT PAIN DR	2 YD	STAY TO RIGHT AT TOP OF HILL AND LOOP AROUND TO BLD
16	PLYMPTON SCHOOL	BACON ST	10 YD&COM	IN BACK ON FARNSWORTH ST
17	BACON ST APTS	90 BACON	10 YD	ACROSS FROM POND ST
18	BACON ST APTS	48 BACON	10 YD	
19	BACON ST APTS	47 BACON	6 YD	
20	BACON ST APTS	10-20 BACON ST	4 YD (2)	
21	REYNOLDS REAL ESTATE	14-16 BANK ST	6 YD (2)	BEHIND HOGAN TIRE
22	CHARLES ST APTS	210 CHARLES ST	6 YD	
23	STANLEY SCHOOL	250 SOUTH ST	10 YD	ON LEFT SIDE OF BLD
24	LIBRARY	735 MAIN ST	2 YD	ENTER ON SPRING ST
25	POND ST APT	45-55 POND ST	10 YD/6 YD	
26	LENARD JOHNSON APT	45 POND ST	8 YD	
27	POND ST APT	31 POND ST	10 YD	
28	POND ST APT	11-25 POND ST	8 YD/6 YD	
29	ST MARY'S CHURCH	POND ST	8 YD	IN BIG PARKING LOT
30	POLICE STATION	175 LEXINGTON ST	2 YD	BACK DOWN ON LEFT IN PARKING LOT
31	FIRE DEPT.	175 LEXINGTON ST	10 YD	BARRELS IN FIRST BAY
32	LEARY FIELD	ATHLETIC FIELD RD	10 YD	OFF BACON ST AT HARVEY WINDOWS
33	GOVERNMENT CENTER	119 LEXINGTON ST	10 YD	CORNER OF LEX AND SCHOOL/ ENTER IN PARKING LOT ON LEXINGTON
34	SUMMER ST APTS	163 SUMMER ST	6 YD	DO ONE ACROSS THE STREET ALSO
35	GARDEN CREST	136 LYMAN ST	10 YD (21)	THROUGHOUT COMPLEX
	WHITTEMORE SCHOOL	30 PARMENTER RD	10 YD	NEXT TO BLD IN BACK

WEDNESDAY COLLECTION

1	FITZGERALD SCHOOL	140 BEAL ST	6 YD	
1	CITY HALL	610 MAIN ST	2 YD	ENTER ON ELM ST
2	BEAVERBROOK	47 CAVARY ST	8 YD	RED CONTAINER BEHIND #47 IN FENCED PARKING LOT
3	WALTHAM HOUSING	100 CEDAR ST	10 YD	CORNER OF HIGH ST AND CEDAR ST
4	WHITTEMORE SCHOOL	30 PARMENTER RD	10 YD	ENTER FROM ONE WAY ON RIGHT SIDE OF BLDG AND GO AROUND BACK
5	SOUTH SCHOOL	MOODY AND HIGH ST	10 YD	CONTAINER ON CORNER OF ALDER AND BEECH ST
6	SPRUCE ST APTS	37 SPRUCE ST	6 YD	BLUE ALLIED WASTE CONTAINER
7	GORDEN ST APTS	29 GORDEN ST	8 YD	
8	STANLEY SCHOOL	250 SOUTH ST	10 YD	ON LEFT SIDE OF BLDG
9	OVERLAND APTS	148 OVERLAND RD	6 YD	OFF 117
10	WALTHAM HOUSING	46-48 DALE ST	10 YD (2)	NEXT TO BALL FIELD
11	POLICE STATION	155 LEXINGTON	2 YD	ON RIGHT SIDE OF BLDG
12	MCDEVIT SCHOOL	75 CHURCH ST	10 YD	CORNER CHURCH & SCHOOL ST
13	GOVERNMENT CENTER	119 LEXINGTON ST	10 YD	CORNER OF SCHOOL ST AND LEXINGTON, ENTER ON LEXINGTON
14	PLYMPTON SCHOOL	ON BACON ST	8 & 6 YD	ENTER FROM FARNSWORTH ST
15	WALTHAM HIGH	JACKS WAY	6 YD	
16	KENNEDY SCHOOL	JACKS WAY	10 YD	OFF LEXINGTON ST
17	OUR LADY'S SCHOOL	TRAPELO RD	6 YD	NEAR LEXINGTON ST
18	NORTHEAST SCHOOL	70 PUTNEY	10 YD	NEIGHBORHOOD OFF TRAPELO
19	NORTHGATE	JACQUELINE RD	10 & 6 YD	OFF LEXINGTON NEAR CVS

THURSDAY COLLECTION

1	SENIOR CENTER	488 MAIN ST	6 YD	DO FIRST THING IN MORNING
2	CITY HALL	610 MAIN ST	2 YD	ENTER ON ELM ST
3	SOUTH SCHOOL	MOODY & HIGH ST	10 YD	CONTNER ON CORNER OF ALDER AND BEECH
4	CAROLINA COURT	180 RIVER ST	8 YD (3)	
5	CAROLINA COURT	172 RIVER ST	10 YD	JUST BEFORE STOP LIGHTS AT WILLOW ST
6	WILLOW ST APTS	173 WILLOW ST	10 YD	
7	WILLOW ST APTS	144 WILLOW	10 YD	
8	WALTHAM HOUSING	GROVE ST	10 YD	NEAR BIG DOME CHURCH
9	POLICE STATION	155 LEXINGTON ST	2 YD	ON RIGHT SIDE OF BLDG
10	PLYMPTON SCOOOL	BEACON ST	10&6 YD	CONTNER ON FARNSWORTH ST
11	GOVERNMENT CENTER	119 LEXINGTON ST	10 YD	ON CORNER OF SCHOOL ST AND LEXINGTON, BACK IN OFF LEXINGTON ST
12	PARKS AND REC.	314 TOTEN POND RD	10 YD	
13	ESPOUSAL CTR	554 LEXINGTON ST	10 YD	KEEP RIGHT UP DRIVEWAY
14	WALTHAM HIGH	JACKS WAY	6 YD	
15	KENNEDY SCHOOL	JACKS WAY	10 YD	OFF LEXINGTON ST
17	LEXINGTON CROSSING	920 TRAPELO RD	10 YD (3)	NEAR LEXINGTON ST
18	GLEN MEADOW	1105 LEXINGTON ST	8 & 4 YD (6)	ACROSS FROM SHAW'S NEXT TO FRIENDLYS
19	HARRIS ST APTS	1000 LEXINGTON ST	10 YD(2)	
20	TOTTEN VILLAGE	18 WINTER ST	10 YD (4)	OFF LINCOLN ST
21	SCHOOL AVE APTS	25-27 SCHOOL ST Ave	4 YD	
22	MAIN ST APTS	1122-1124 MAIN ST	6 YD	
23	WALTHAM HOUSING	PROSPECT & CHARLES	2 YD	BACK DOWN OFF CHARLES
24	MT FEAK CEMETRY	PROSPECT ST	10 YD & 6 YD	NEAR TRAIN BRIDGE
25	CITY OF WALTHAM	COOPER ST	2 YD	OFF PINE ST ACROSS FROM LOWELL ST
26	WALNUT ST	41 WALNUT ST	10 YD	
27	CHARLESBANK	SOUTH ST	10 & 8 YD (19)	
28	EDGEWATER	SOUTH ST	6 YD (2)	NEXT TO CHARLESBANK
29	STANLEY SCHOOL	250 SOUTH ST	10 YD	ON LEFT SIDE OF BLDG

FRIDAY COLLECTION

1	ST. JUDE'S SCHOOL	175 MAIN ST	6 YD	on left side of church
2	CITY HALL	610 MAIN ST	2 YD	enter from elm st
2	ST MARY	POND ST	10 YD	in big parking lot
2	APARTMENT BLDG	520 MAIN ST	10 YD	
3	POLICE STATION	175 LEXINGTON ST	2 YD	right side of bldg back down toward bldg
4	DPW YARD	175 LEXINGTON ST	6 YD	behind bldg
5	WALTHAM HIGH	JACK'S WAY	6 YD	in back near maintence bldg
6	KENNEDY SCHOOL	JACK'S WAY	10 YD	in back of bldg
7	OUR LADY'S SCHOOL	TRAPELLO RD	6 YD	near Lexington st intersect.
8	FITZGERALD SCHOOL	140 BEAL ST	6 YD	
9	GARDEN GROVE	6 WHITMAN ST	10 & 6 YD(5)	off main st on Watertown line
10	MCDEVITT SCHOOL	75 CHURCH ST	10 YD	corner church & school st
11	GARDEN CREST	136 LYMAN ST	10 YD(6)	5 around pool and one between 100 & 110
12	PAIN ESTATE	ROBERT TREAT DR	2 YD	near beaver st circle
13	WESTGATE CONDOS	178-210 CHURCH ST	10 YD	
14	PLYMPTON SCHOOL	BACON ST	8 YD & COMP	access from Farnsworth st
15	COLLURA MANGMT	44 BOLTON ST	2 YD	
16	WHITTEMORE SCHOOL	30 PARMENTER RD	10 YD	enter on right side down one way go around back
17	SOUTH SCHOOL	MOODY ST	10 YD	on corner Beech and Alder st

Attachment 3

Prevailing Wage Rates



**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**

RONALD L. WALKER, II
Secretary

WILLIAM D MCKINNEY
Director

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

Awarding Authority: City of Waltham
Contract Number: _____ **City/Town:** WALTHAM
Description of Work: Municipal Solid Waste Collection, Recycling and Transportation
Job Location: 610 Main St., Waltham

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.
- An Awarding Authority 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. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. 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 and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. 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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Laborer / Driver	07/01/2016	\$27.96	\$10.29	\$0.00	\$0.00	\$38.25
{Teamsters 25-Capital Waste / Jet-A-Way}	01/01/2017	\$28.08	\$10.29	\$0.00	\$0.00	\$38.37

Additional Apprentices Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

Attachment 4

COMPLIANCE SECTION

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

_____, _____
(Signature of person signing bid or proposal) Date

(Name of business)

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____, _____
Signature of person submitting bid or proposal Date

Name of business

NOTE Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

I _____, Clerk of _____ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the _____ day of _____ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That _____ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that _____ is duly elected/appointed _____ of said corporation

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, _____

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes _____, No _____

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm's name:

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature _____

Title _____

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City _____ State _____ Telephone Number _____ Today's Date _____

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided, A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract. In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of his or her weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those reports for three years. In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 201__

I _____,
(Name of signatory party) _____ (Title)

I do hereby state that I pay or supervise the payment of the persons employed by

_____ On the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____, Title _____

Print _____, Date _____

RIGHT TO KNOW LAW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

Authorized Signature Indicating Compliance with the Right-to-know laws:

Signature

Date

Print Name

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non-procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the City of Waltham, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative: _____

Print name. _____, Date _____

10 HOURS OSHA TRAINING CONFIRMATION

Chapter 306 of the Acts of 2004

CONSTRUCTION PROJECTS

AN ACT RELATIVE TO THE HEALTH AND SAFETY ON PUBLIC

The undersigned hereby certifies that all employees to be employed at a worksite for construction, reconstruction, alteration, remodeling, repair, installation, demolition, maintenance or repair of any public work or any public building estimated to cost more than \$10,000.00 have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first payroll report for each employee and will comply with all laws and regulations applicable to awards of subcontracts subject to section 44F.

Company Name: _____

Address: _____

Signature: _____

Title: _____

Print Name _____

Date _____

See following Chapter 306 of the Acts of 2004

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

PROOF OF CONTRACTOR'S RESPONSIBILITY

Before a contract will be awarded to any bidder, he/she will be required to furnish evidence satisfactory to the City that he/she has all of the following qualifications:

- A. Ability, equipment, organization, and financial resources sufficient or enable him/her to construct and complete the work successfully within the time required.

- B. Experience during the past three (3) years in the successful completion of turf restoration projects, the magnitude of which shall be not less than one-half (1/2) the work herein specified. In this connection, the attention of the bidder is directed to the "Bidder's Experience" attached hereto, which shall be used in determining the responsibility of the bidder. The City may require additional information as necessary to determine the responsibility of the bidder.

- C. An experienced bidder shall be construed to mean that the bidder has an individual within his/her organization with the experience to supervise a job of this nature.

In the event the bidder fails, refuses, or neglects to submit any required information within the reasonable time stated in any request or fails to qualify as a responsible bidder, his/her bid guaranty shall be forfeited to the use of the owner, not as a penalty, but as liquidated damages.

The determination of whether a bidder is responsible shall rest solely with the City.

BIDDER'S EXPERIENCE

The following is a list of the projects similar in character and scope to the work specified under this contract, which have been successfully completed by this bidder during the past three years.

This information must be furnished by each bidder. A completed project is one that has been accepted and the final payment received from the City or authorized representative.

Bidder's Signature

Date

Attachment 5

Current Collection Routes

RECYCLING & TRASH PICKUP ROUTE MAP CITY OF WALTHAM MASSACHUSETTS



DISCLAIMER:
This map is for reference and planning purposes only. It is not intended to be used as a legal document. The City of Waltham is not responsible for any errors or omissions in this map. The City of Waltham and its mapping contractors warrant that the information contained on this map was derived from the most current data available to the City of Waltham and its mapping contractors at the time of publication.

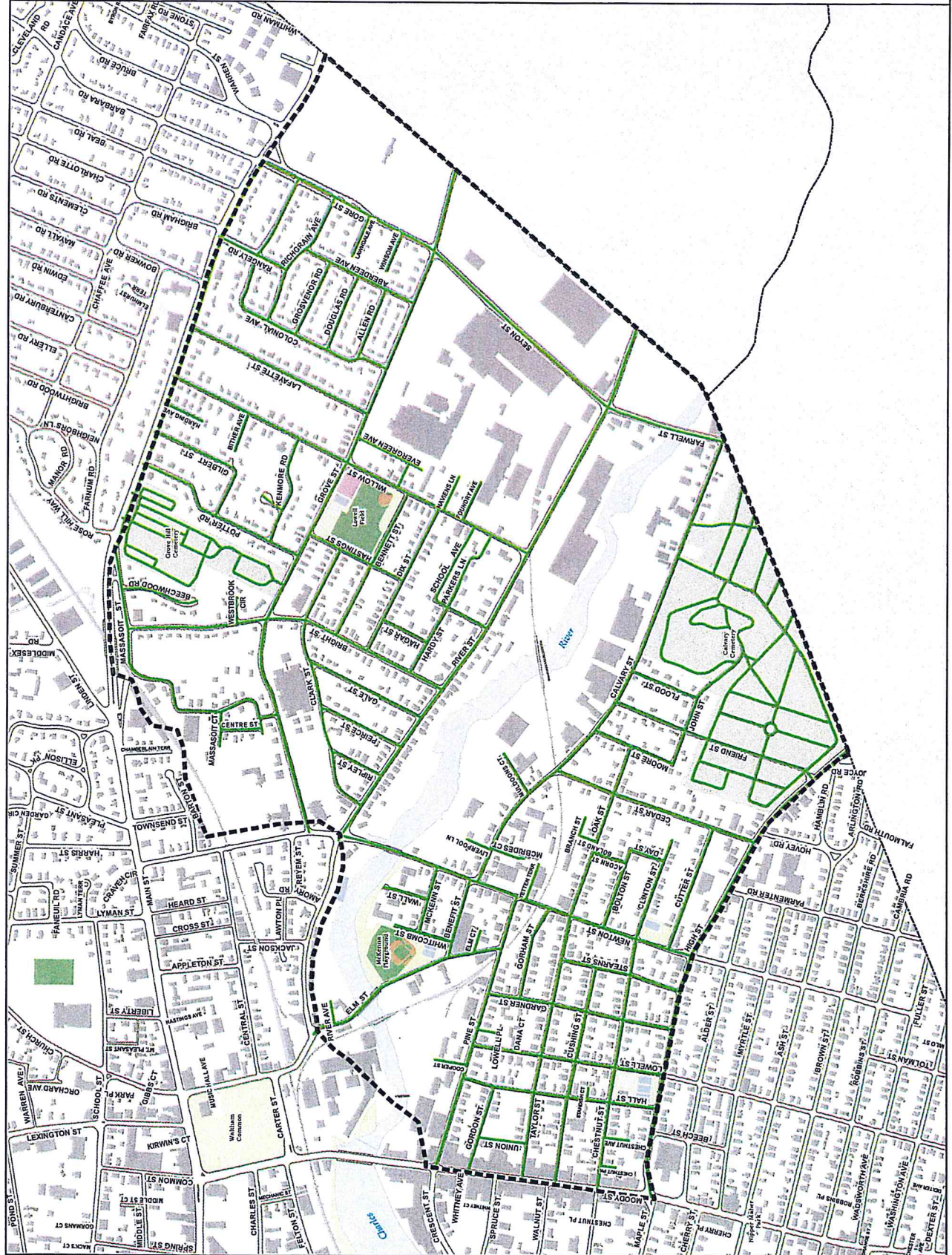
DATA SOURCE:
The digital planimetric base map data was developed by the City of Waltham and its mapping contractors. The data was last updated in January 2015. All prepared by Eric Hahn.

Legend	
	Pickup Route
	Edge of Pavement
	Rest Lines
	Building
	Water
	Ballpark
	Other
	Athletic Field
	Parapaved
	Tennis Court
	Cemetery
	Park
	Pickup Zone Boundary



Day: Monday
Bin Color: Blue

Date: 9/18/2014



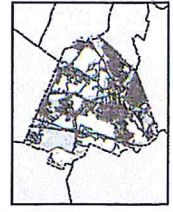
RECYCLING & TRASH PICKUP ROUTE MAP CITY OF WALTHAM MASSACHUSETTS



DISCLAIMER:
This map is for reference and planning purposes only. It is required for the necessary of real property within the City of Waltham. The City of Waltham does not warrant, represent, or guarantee the accuracy of the information provided on this map. Users of this map are hereby notified that the information is provided for informational purposes only and is not intended to be used for any other purpose. The City of Waltham and its mapping contractors assume no liability for the information contained on this map.

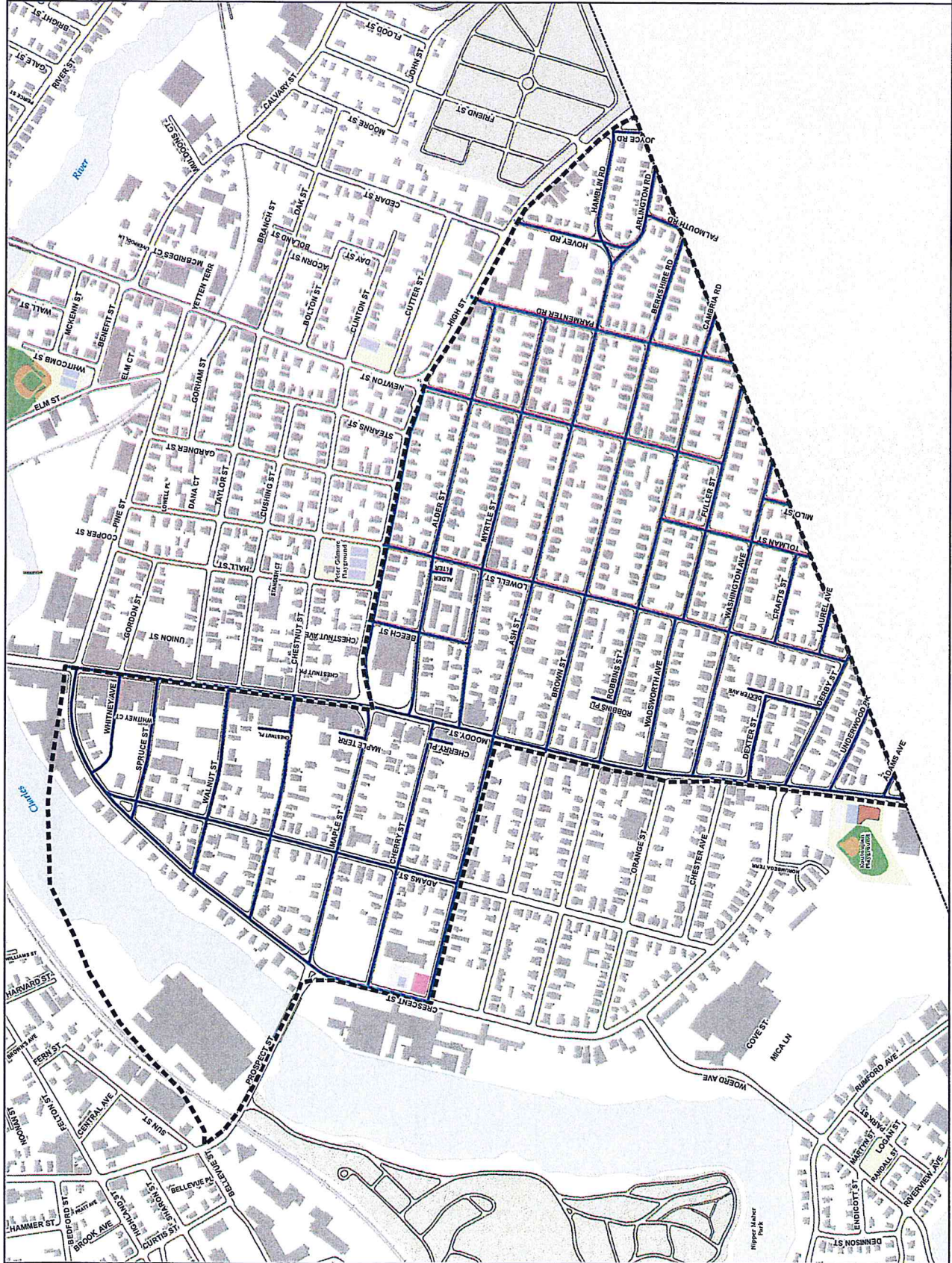
DATA SOURCE:
The digital planning base map data was developed by City of Waltham, Inc. and is based on a spring 2007 aerial photograph. The map data was updated and is current as of January 2011. Map prepared by Eric Rizso.

Legend	
	Pickup Route
	City of Waltham
	Park
	Pickup Zone Boundary
	Water
	Drinking Water
	Waste
	Barrenland
	Other
	Athletic Field
	Other
	Playground
	Sports Park



Day: Monday
Bin Color: Gray

Date: 01/18/2014



RECYCLING & TRASH PICKUP ROUTE MAP

CITY OF WALTHAM MASSACHUSETTS



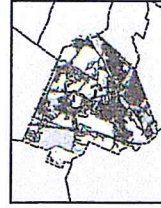
DISCLAIMER:
This map is for reference and planning purposes only. It is prepared for the convenience of residents within the City of Waltham and is compiled from various sources. The City of Waltham and its mapping contractors assume no legal responsibility for the information.

DATA SOURCE:
The digital geographic base map data was developed by Chas I Still, Inc. and is based on a spring 2011 aerial photo color orthorectification. The parcel data was last updated in January 2011. Map prepared by Eric Blazewicz.

Legend	
	Pickup Route
	Edge of Pavement
	Real Lines
	Water
	Basement
	Coat
	Other
	Asphalt Field
	Track/Other
	Play Area
	Sport Park
	Tennis Court
	Cemetery
	Park
	Pickup Zone Boundary

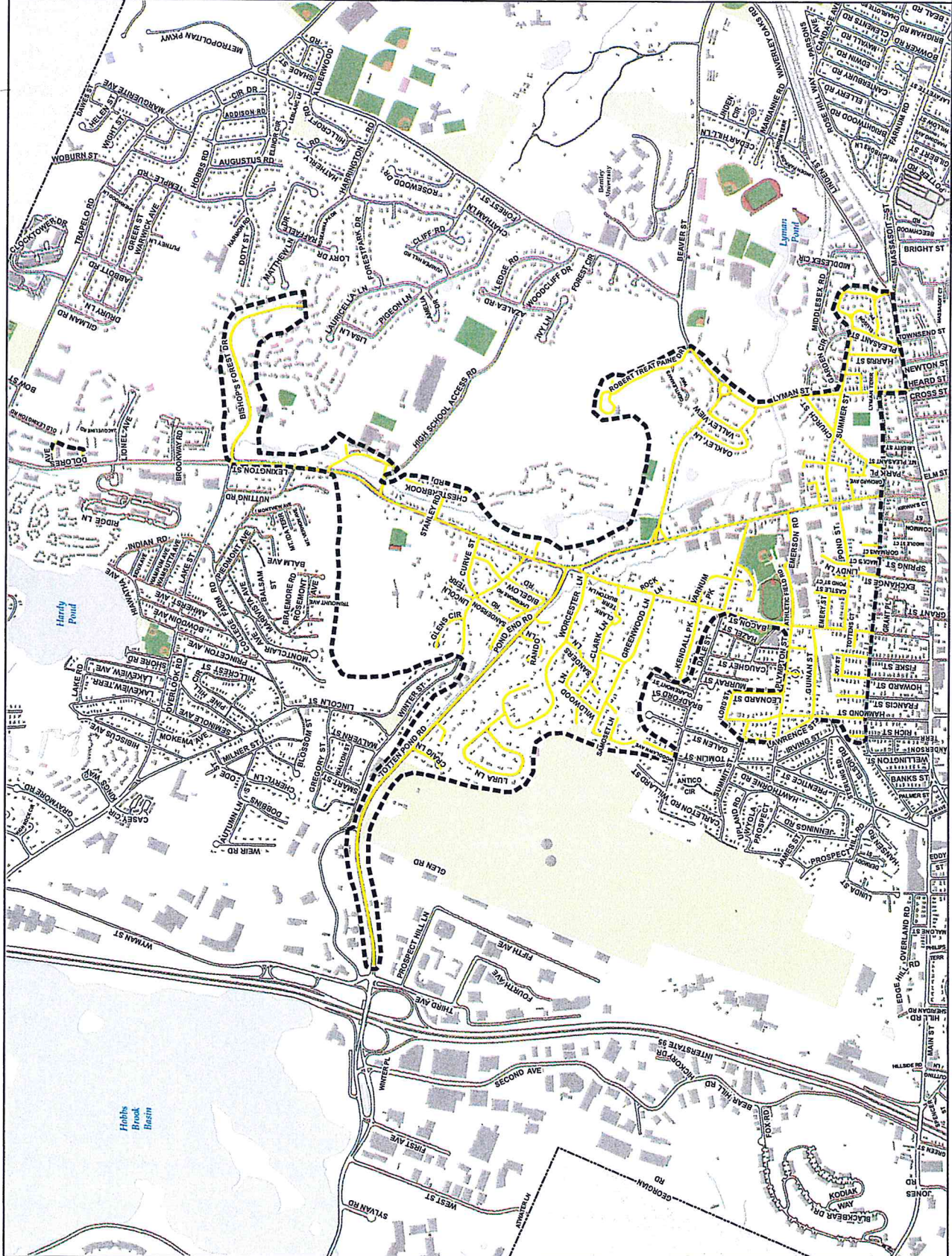


0 600 1,200 Feet



Day: Tuesday
Bin Color: Blue

Date: 9/18/2014



RECYCLING & TRASH PICKUP ROUTE MAP

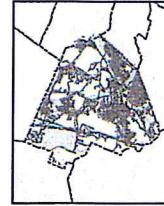
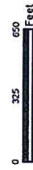
CITY OF WALTHAM MASSACHUSETTS



DISCLAIMER:
This map is for reference and planning purposes only. It is prepared for the convenience of residents and is not intended to be used as a legal document. The City of Waltham is not responsible for any errors or omissions on this map. The City of Waltham is not responsible for any damage or injury resulting from the use of this map. The City of Waltham is not responsible for any loss of property or other damages resulting from the use of this map.

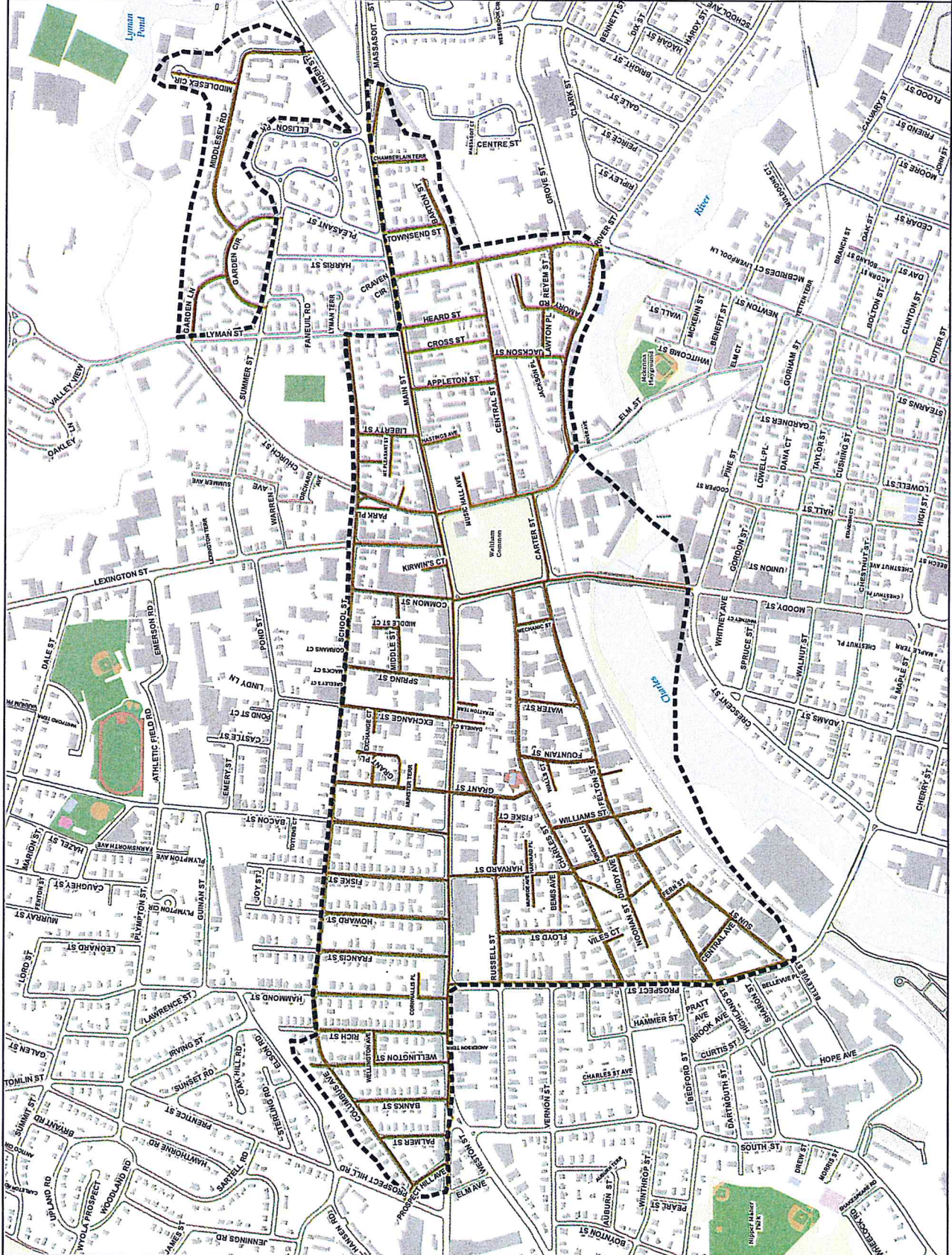
DATA SOURCE:
The digital planning base map data was developed by the City of Waltham, Inc. and is based on a 2013 aerial photograph and is current as of January 2013. All rights reserved by the City of Waltham.

Legend	
	Pickup Route
	Edge of Property
	Park
	Pickup Zone
	Boundary
	Flat Lines
	Proprietary
	Water
	Basketball
	Court
	Other
	Athletic Field
	Track/Other
	Proprietary
	Soccer Park
	Tennis Court



Day: Tuesday
Bin Color: Gray

Date: 9/18/2014



**RECYCLING & TRASH
PICKUP ROUTE MAP
CITY OF WALTHAM
MASSACHUSETTS**



DISCLAIMER:
This map is for reference and planning purposes only. It is prepared for the inventory of real property within the City of Waltham. The City of Waltham has not been notified that the aforementioned public primary information is incorrect. The City of Waltham and its mapping contractors assume no responsibility for the information contained herein.

DATA SOURCE:
The digital planimetric base map data was developed by Chartwell, Inc. and is based on a survey 2007 and is current as of January 2013. Map prepared by Eric Rizzo.

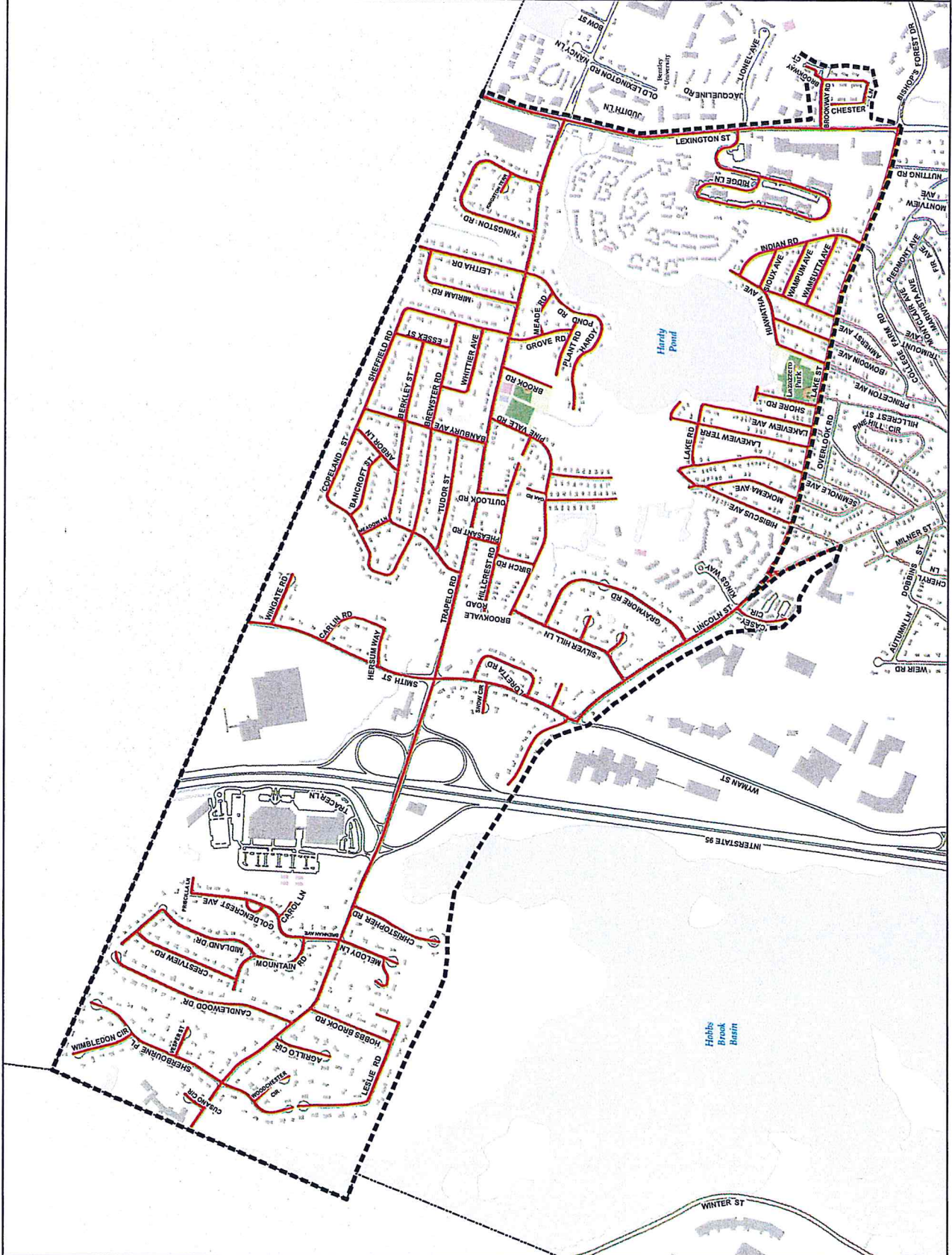
Legend

- Pick-up Route
- Pick-up Zone Boundary
- Edge of Pavement
- Building Footprints
- Water
- Forest
- Other
- Athletic Field
- Preapproved
- Tennis Court



**Day: Wednesday
Bin Color: Blue**

Date: 9/18/2014



RECYCLING & TRASH PICKUP ROUTE MAP

CITY OF WALTHAM MASSACHUSETTS

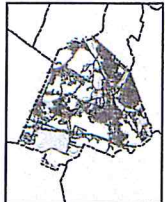


DISCLAIMER:
 This map is for reference and planning purposes only. It is prepared for the convenience of residents and is not intended to be used as a legal document. The City of Waltham and its mapping contractor assume no legal responsibility for the information presented on this map.

DATA SOURCE:
 The digital planimetric base map data was developed by Chartwell, Inc. and is based on a survey 2011 and is current as of January 2015. Map prepared by Eric Blazo.

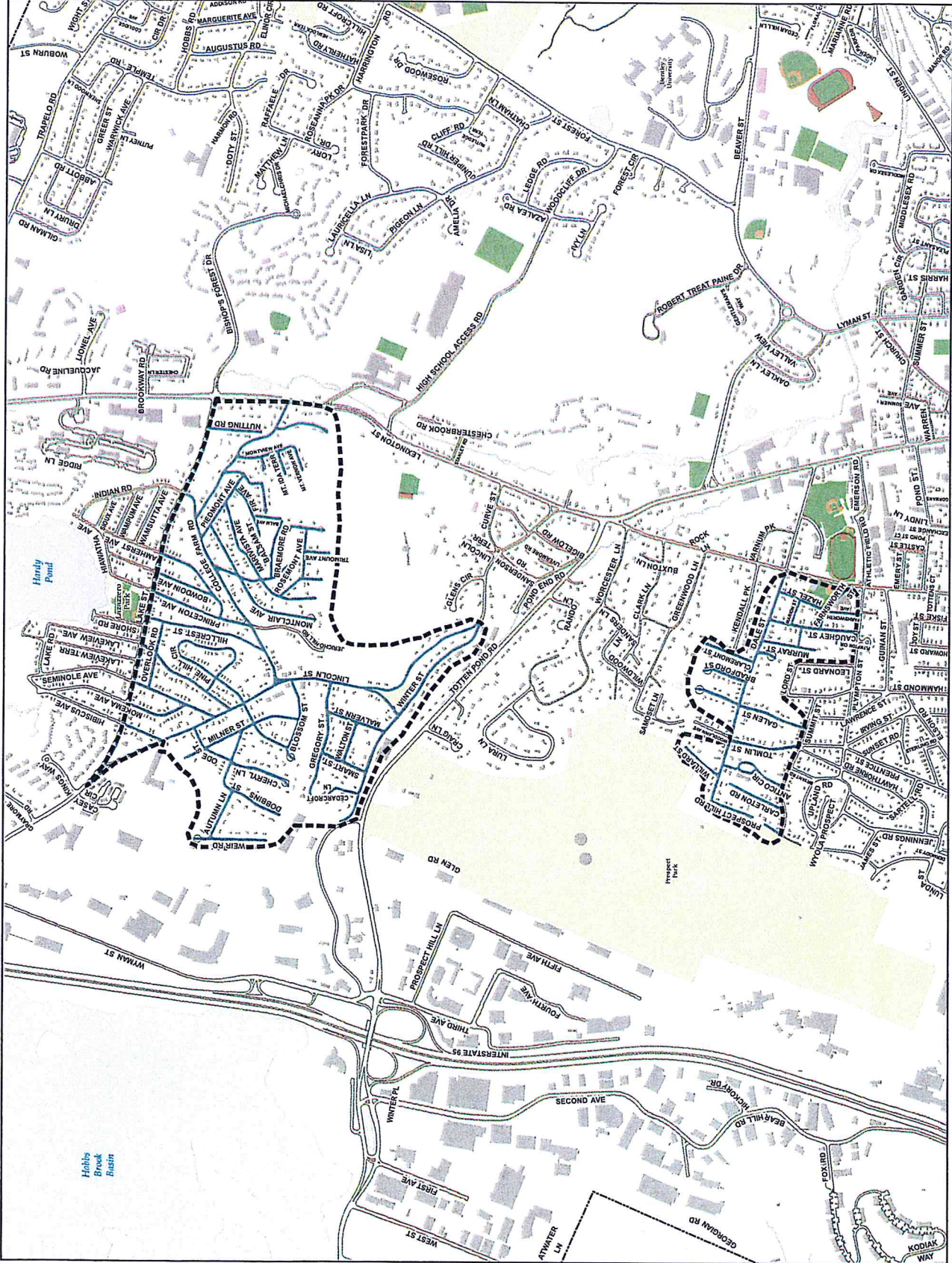
Legend

- Pickup Route
- Edge of Pavement
- Rail Lines
- Proprietary
- Water
- Basin
- Other
- Amtrak Field
- USDOE
- Plaza
- Sport Park
- Tennis Court
- Park
- Pickup Zone Boundary



Day: Wednesday
 Bin Color: Gray

Date: 9/18/2014



Hobbs Brook Basin

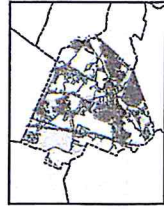
RECYCLING & TRASH PICKUP ROUTE MAP CITY OF WALTHAM MASSACHUSETTS



DISCLAIMER:
This map is for reference and planning purposes only. The City of Waltham and its employees do not warrant, represent, or guarantee the accuracy, completeness, or timeliness of the information contained on this map. The City of Waltham and its employees assume no legal responsibility for the information contained herein.

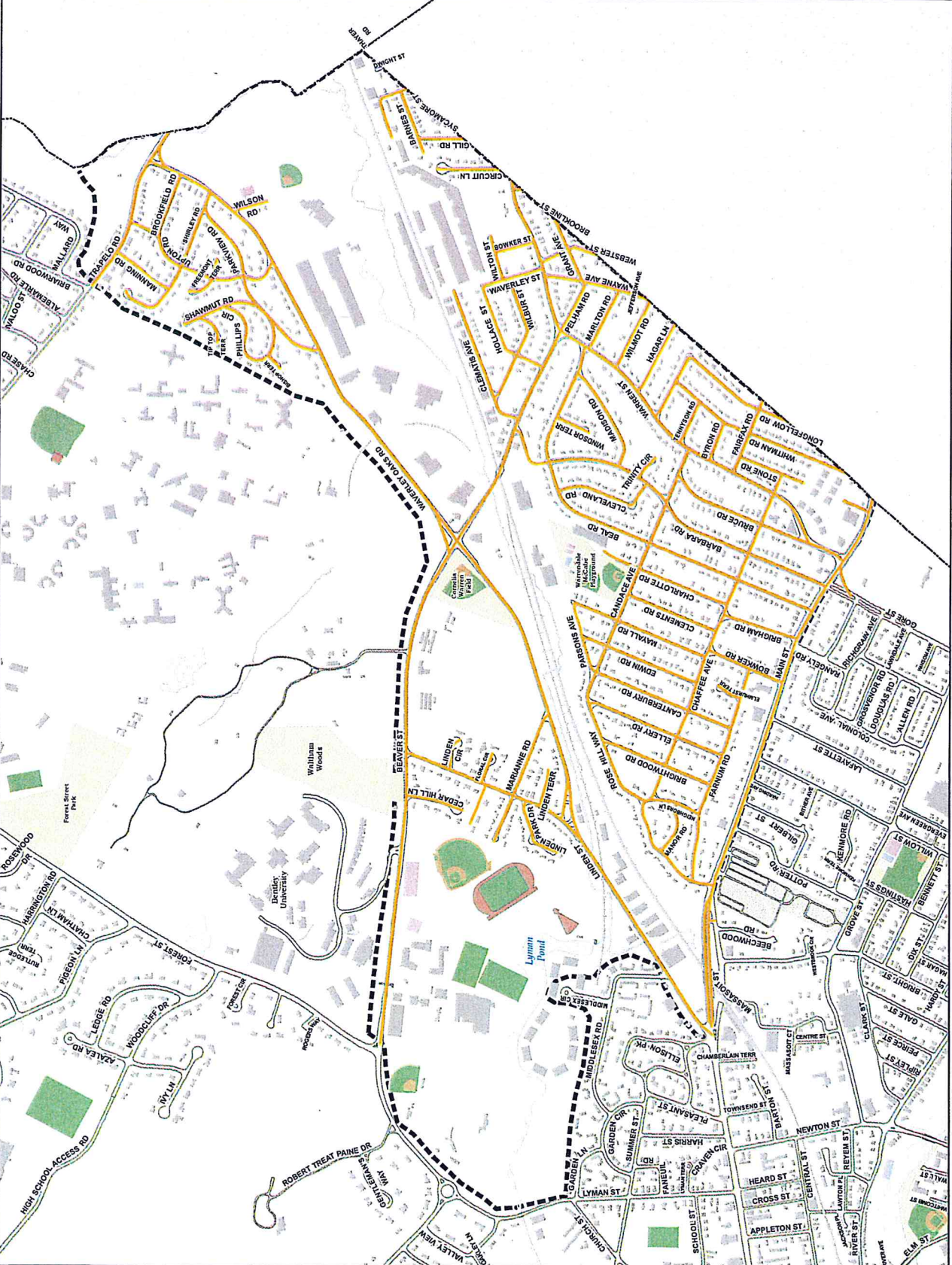
DATA SOURCE:
The digital planning base map data was developed by the City of Waltham and is compiled from tax maps, recorded deeds and plans. Layers of this map are derived from various sources and are current as of January 2015. Map prepared by Gray Maps.

Legend	
	Pickup Route
	Cemetery
	Park
	Payment
	Water
	Building Footprints
	Rail Lines
	Other
	Asphalt Field
	Track/Other
	Soil/Surface
	Playground
	Spray Park
	Tennis Court
	Boundary



Day: Thursday
Bin Color: Gray

Date: 8/18/2014



RECYCLING & TRASH PICKUP ROUTE MAP

CITY OF WALTHAM MASSACHUSETTS

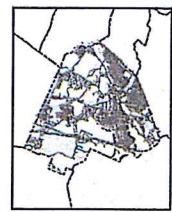


DISCLAIMER:
 This map is for reference and planning purposes only. The City of Waltham and its employees do not warrant, record deeds and plans. Users of this map are responsible for their own use. The City of Waltham does not assume any liability for the information contained on this map, and the City of Waltham does not assume any legal responsibility for the information contained herein.

DATA SOURCE:
 The data for this map was obtained by Chris H. Smith, Inc. and is based on a survey 2011 1/2" = 40' scale color orthophotographs. The parcel data was last updated as of January 2013. Map prepared by Eric Olson.

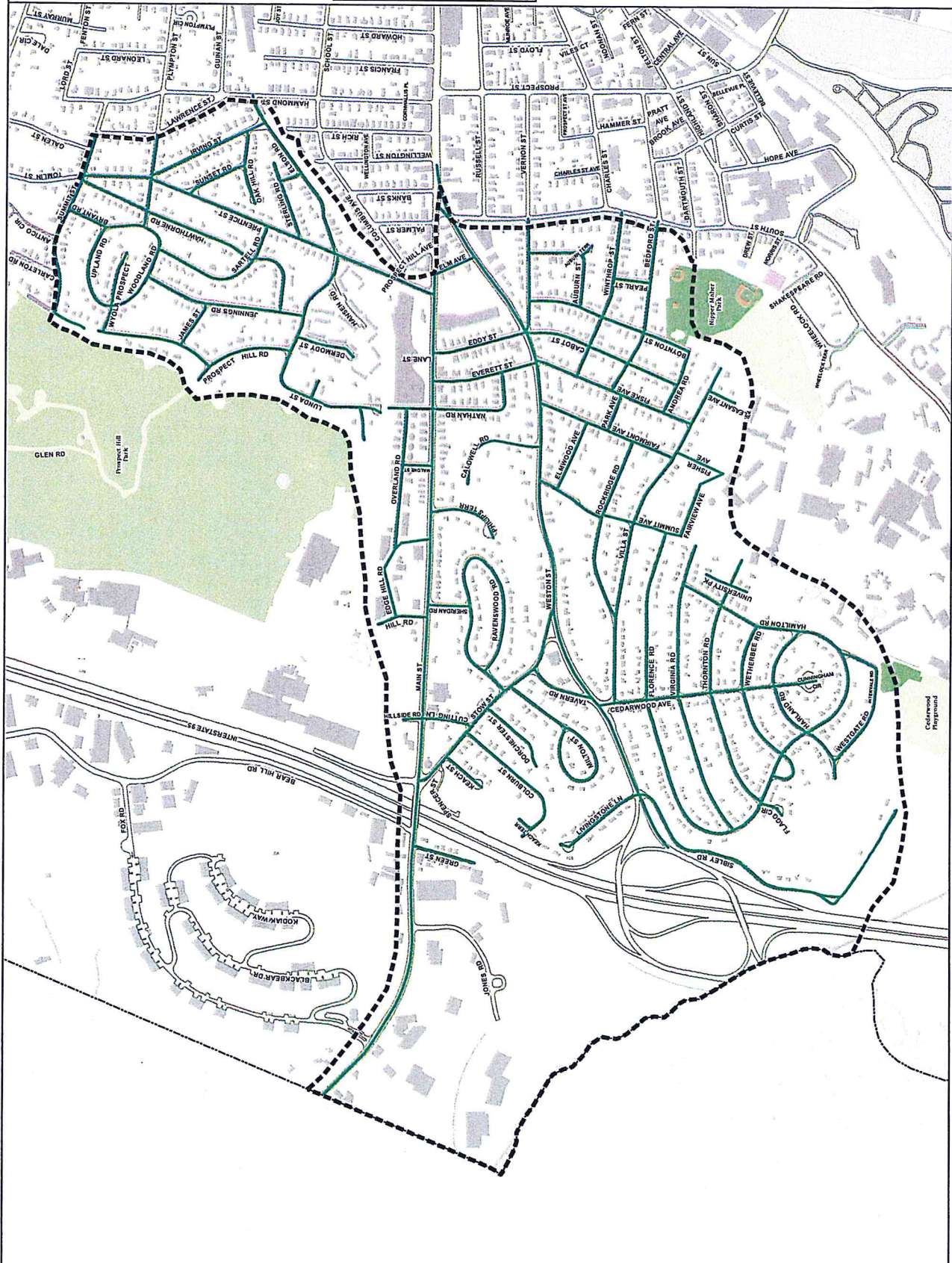
Legend

- Parcel Route
- Centrery
- Ball Lines
- Perimeters
- Water
- Street
- Other
- Intersect
- Proposed
- Boundary
- Park
- Vegatated Area
- Edge of
- Footprint
- Blurred
- Other
- Proposed
- Boundary



Day: Friday
 Bin Color: Blue

Date: 9/16/2014



RECYCLING & TRASH PICKUP ROUTE MAP CITY OF WALTHAM MASSACHUSETTS

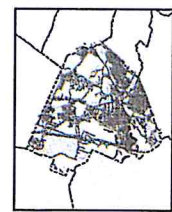


DISCLAIMER:
This map is for reference and planning purposes only. The City of Waltham and its employees do not warrant the accuracy of the information provided herein. Users of this map are advised to verify the information contained on this map. The City of Waltham and its employees assume no legal responsibility for the information contained herein.

DATA SOURCE:
The digital geographic base map data was developed by the City of Waltham using 1:25,000 scale color orthophotographs. The parcel data and are current as of January, 2013. Map prepared by Bill Blinn.

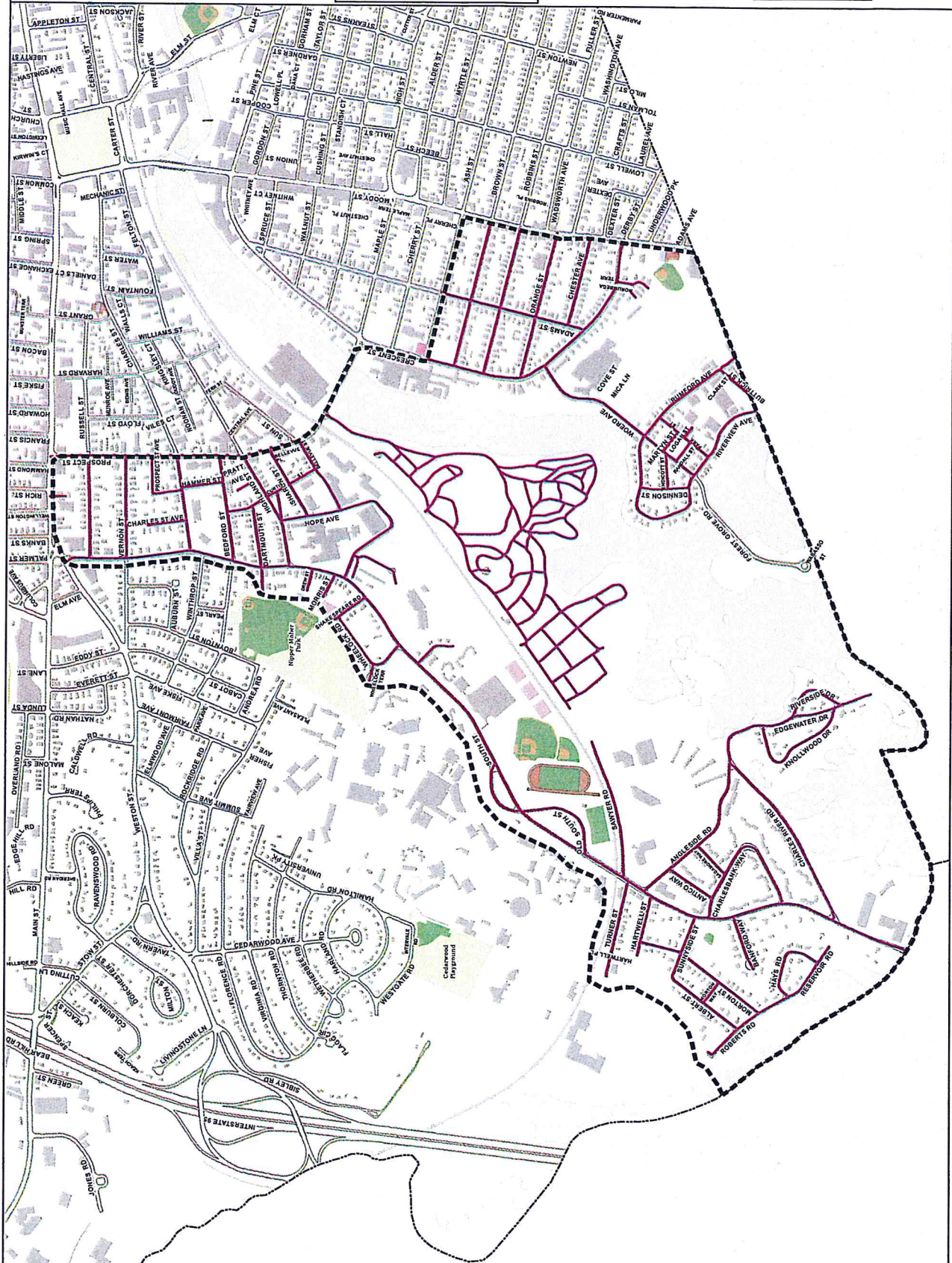
Legend

- Public Route
- Canterbury
- Pink
- Vegetated Area
- Old Line
- Size of Parcel
- Roofing
- Water
- Basement
- Other
- Street Field
- Street
- Playground
- Shrub Park
- Tennis Court
- Parking Zone
- Boundary



Day: Friday
Bin Color: Gray

Date: 9/18/2014



Attachment 6

Inventory Housing Structures

Attachment 6

Type of Housing	Structures	Units
Single	8,703	8,703
Condo	3,218	3,218
2 Family	1,405	2,810
3 Family	249	747
Houses behind houses	38	38
4 - 8 Unit buildings	582	2,570
9 Units + up	255	4,849
Mixed use buildings	137	858
Total		23,793

Attachment 7

6- Year Solid Waste & Recycling Data

Attachment 7

Six (6) years Solid Waste, CRT and Recycling Data

Tonnage Table									
	Solid Waste	Curbside Yard Waste		Recycling	White Goods		CRT		Other
	Tons	Cubic Yards	Tons	Tons	Each	Tons	Each	Tons	Tons
FY2016*	16102	4014	702.45	2973	182	27.3	3824	124	64.13
FY2015	19162	6259	1095	3420	125	18.75	4378	142	36.82
FY2014	19265	7098	1242	3457	74	11.1	6321	205	n/a
FY2013	18677	6784	1189	3331	13	1.95	7381	239	n/a
FY2012	28225	5329	932	3159	15	17.25	5585	181	n/a
FY2011	19529	5219	913	3026	163	24.5	4986	524	n/a
* please note FY16 tonnage reflects YTD thru April only									