

TOWN OF BOXFORD
7A Spofford Road, Boxford, MA 01921

CONTRACT FOR: Collection and disposal of refuse and recyclables.

This Contract is made this ___ day of _____, 2024 by and between the Town of Boxford, a municipal corporation located within the Commonwealth of Massachusetts (hereinafter, the "Town"), and G. Mello Disposal Corp., a corporation with a business address of 95 Tenney Street, Georgetown, MA 01833 (hereinafter, the "Contractor").

ARTICLE I
SCOPE OF SERVICES

The Contractor shall furnish services in accordance with the attached specifications. Work to include:

Curbside collection and disposal of refuse and recyclables as more fully described in the attached Specifications.

ARTICLE II
TERM OF CONTRACT

This Contract shall be effective July 1, 2024 and shall terminate June 30, 2029.

ARTICLE III
COMPENSATION

1. **Contract Sum:** The Town shall pay the Contractor monthly, in current funds for the performance of the work described in the attached specifications, as invoiced in accordance with the described compensation in the Letter of Proposal by the Contractor dated February 21, 2024, and incorporated by reference with this agreement.
2. **Payment Schedule:** Compensation for the services pursuant to this Contract shall be paid on proper acceptance by the Town of the services provided pursuant to the Specifications. The Contractor will submit monthly invoices to the Town in accordance with the described compensation in the Letter of Proposal by the Contractor dated February 21, 2024. Invoices will be for the previous month's work and MUST be accompanied by (1)

the appropriate weekly record of pay rates demonstrating compliance with minimum wage rates (see Specifications Appendix 6), (2) the daily telephone logs for the month (see Specifications section 1.9.2), (3) the household waste trash weight reports, and (4) the recycling weights report (see Specifications Section 1.9.3). The Town shall make payments within thirty (30) days after its receipt of invoice.

3. **Prevailing Wage:** In accordance with Massachusetts General Laws, Chapter 149, Section 27E, any employee working on Municipal Construction Contracts must be paid the prevailing minimum wage rates for said job. Wage sheet is made a part of this contract in Specifications Appendix 6. The "Weekly payroll records report and statements of compliance" shall be submitted to the Town pursuant to State Department of Labor Regulations as part of the payment invoice.

ARTICLE IV

LIQUIDATED DAMAGES FOR FAILURE TO PERFORM

The Town will notify the Contractor of each violation of the Contract. It will be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaints within twenty-four hours or as specified below.

Failure to remedy the cause of the complaints will be considered a breach of the Contract and for the purpose of computing damages under the provision of this section it is agreed that the Town may deduct from payments due or to become due the Contractor, the following amounts as liquidated damages:

1. One Hundred Dollars (\$100) for each failure to collect all refuse or recyclables from an establishment as specified in Sections 1-5 and 1-6 of this specifications document
2. One Hundred Dollars (\$100) for each failure to pick up rubbish or recyclables spilled by the Contractor.
3. A minimum of Sixty Dollars (\$60) for each residential container which has been substantially damaged due to the intentional misconduct or negligent mishandling by the Contractor, his agents, or employees. This amount will be adjusted, if necessary, to reflect the total cost of ordering and delivering a replacement container to the impacted household at the time the container was damaged.

4. One Hundred Dollars (\$100) for each failure to collect refuse or recyclables in accordance with the schedule set forth in this specification without the prior written approval of the Board of Health. (As described in Section 1-4 of this specifications document)
5. One Hundred Dollars (\$100) for each occurrence of operating during prohibited hours or days of operation. (As described in Section 1-4 of this specifications document) without the prior written approval of the Board of Health.
6. One Hundred Fifty Dollars (\$150) for each day of refusal to increase the number of refuse or recycling collection vehicles on a route following 30 days after receipt of written request to do so by the Town (As described in Section 1.4.7 of this specifications document)
7. Fifty Dollars (\$50) for each incident of leaving residential containers in the public way impeding traffic as noted by Boxford Police.
8. Twenty Dollars (\$20) for each incident of unauthorized collection of refuse not appropriately contained within a standardize trash container or overflow bag, as described in Section 1.3.1 of the specifications document
9. Twenty Dollars (\$20) for each failure to respond to complaints expeditiously or to maintain a daily telephone log (As described in Section 1.9.2 of this specifications document)
10. Fifty Dollars (\$50) for each incident of leaving residential containers in a residential driveway and in so doing impeding entry into that driveway.

After notice to the Contractor by the Town and/or resident and failure by the Contractor to fully remedy any violation of the above listed items, within 24 hours of such notice, the Town may elect to perform services to correct the above-listed items, and the costs incurred by the Town will be added to the stated liquidated damages. For repeated violation of the same item, after the issuance of the third notice in any three-month period, the Town is no longer required to provide advance notice and the Town may elect to perform services to correct the above-listed items, and the costs incurred by the Town will be added to the stated liquidated damages

In the event the Contractor fails to supply sufficient equipment and personnel to collect the refuse each day, then automatically the Contractor is required to add additional equipment and personnel.

In the event the Contractor fails to collect the refuse on schedule and allows the refuse to accumulate for 24 hours, then without prior notice the Town may elect to engage an outside contractor to perform the work of the Contract or elect to collect said refuse by any means, and all cost incurred will be deducted from the Contract sum.

In the event the Contractor has excessive equipment breakdowns or labor disputes or causes delay in collection of refuse for any reason, including acts of God, then the Town may elect, after 24 hours, to engage an outside contractor, or use any means to collect the refuse and deduct from this Contract all costs incurred without any prior notice.

In the event the Contractor does not comply with all aspects of legal operations, as required by all governmental agencies, and said violation prevents the Contractor from timely performance under the terms and conditions of the contract for a 24-hour duration, then the Town may, without prior notice, engage an outside Contractor, or elect to collect said refuse by any means, and the cost will be deducted from the Contract sum.

The Contractor without reservation must perform timely, legally, and must legally dispose of all refuse at a facility licensed by the Commonwealth of Massachusetts Department of Environmental Protection and recyclables at an authorized Recycling Center. Any refuse turned away from the disposal site will be the property of the Contractor and will not be returned to the Town of Boxford but must be disposed of in a legal and responsible manner by the Contractor.

Assessment of liquidated damages will be determined by the Town, whose decision in the matter will be final and binding, unless appealed in writing to the Board of Health through its Health Agent within (5) days after notice, whose decision will be final and binding.

If the Contractor allows any of the following situations to occur, the Town may terminate this contract within five (5) days from the date of giving written notice of such termination to the Contractor:

- Fails to collect and deliver the refuse under the terms and in the manner specified in this document;
- Fails to maintain the required insurance coverage;

- Repeated failure (more than three violations per any three-month period) to comply with all aspects of these specifications, regardless of timely remedy of said violations.

ARTICLE V
AFFIRMATIVE ACTION

The parties hereto agree that it shall be a material breach of this Contract for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination or privileges of employment on basis of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

ARTICLE VI
COMPLIANCE WITH LAWS

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.

ARTICLE VII
PERMITS AND APPROVALS

The Contractor shall obtain and pay for all licenses and permits necessary for collecting, transporting and marketing recycling materials and/or collecting, transporting and disposing of solid waste material.

ARTICLE VIII
OSHA TRAINING

All relevant employees of the Contractor (Safety Supervisors) must have a minimum of ten (10) hours of relevant OSHA training.

ARTICLE IX
INDEPENDENT CONTRACTOR

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all work and services rendered pursuant to this Contract, and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE X
TOWN'S LIABILITY

The Town's liability under this Contract shall be to make all payments when they shall become due, and the Town shall be under no further obligation or other liability. Nothing in this Contract shall be construed to render the Board of Selectmen, or any other officer of the Town, or their successors in office, personally liable or any obligation under this Contract.

ARTICLE XI
INDEMNIFICATION

The Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Contractor's breach of this Agreement or the negligence or misconduct of the Contractor, or the Contractor's agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect the Town against such claims, costs and expenses.

ARTICLE XII
INSURANCE

The Contractor will take out and maintain during the term of the contract insurance as specified below and, in such form, as will protect him performing work covered by the contracts from all claims and liability for damages for bodily injury including accidental death and for property damage which may arise from operations under this Contract.

Except as otherwise stated, the amounts of insurance will be for each policy, not less than:

1. Commercial General liability for bodily injury including accidental death and property damage, \$1,000,000 combined single limit for any one occurrence and \$3,000,000 Aggregate limit. Extra-territorial clause will be included.
2. Commercial Automobile liability for bodily injury including accidental death and property damage \$1,000,000 combined single limit for any one occurrence. Extra-territorial clause will be included.
 - a) Worker's Compensation insurance as may be legally required to protect the Contractor(s) under state and federal laws, with a minimum limit of
 - b) \$500,000.
 - c) Commercial General Liability Bodily Injury and Property Damage, Premise-Operations, Independent Contractors and Completed Operations Public Liability Insurance, in the amounts required in (1) above.
 - d) Commercial Automobile Bodily Injury and 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 the prosecution of the work under this Contract, in the amounts required in (2) above.
 - e) Contractual Liability insurance covering liability assumed by the Contractor in amounts required under (1) and (2) above.
 - f) In addition, the Contractor is to obtain and maintain pollution liability insurance of at least \$1,000,000 per occurrence/\$3,000,000 aggregate for the term of this contract,
 - g) In addition, the contractor is to provide a \$5,000,000 umbrella policy.

THE TOWN OF BOXFORD WILL BE LISTED AS ADDITIONAL INSURED ON ALL INSURANCE REQUIRED ABOVE (except Workers' Compensation).

Prior to approval of the Contract by the Town, the Contractor(s) will provide the Town with certificates evidencing that the above insurance is in full force and effect. In the event that coverage from any of the relevant insurers will be canceled or otherwise terminated during the period of this Contract, if possible, the Contractor will provide 30 days' notice to the Town prior to the effective date of the cancellation or termination (ten days prior notice applies to cancellation for non-payment of premium).

Failure of the Contractor(s) to provide and continue enforce such insurance will be deemed a material breach of the contract and will be considered cause for the Town to elect to terminate the contract.

The required insurance will be written with a company having an A.M. Best rating of A, XII or higher, that said insurance company should meet with the approval of the Town, and will be with a company licensed to perform business in the State of Massachusetts and approved by the Town. The required rating of the insurance company may be amended by the Town at his discretion.

Indemnity and Contractual Liability Insurance:

The Contractor(s) will indemnify, defend, and hold the Town, its officers, employees, representatives and agents harmless from and against any and all claims, losses, damages, liabilities, costs and expenses arising from or alleged to have arisen from:
any damage to property or any injury to or the death of any person occurring in the course of Contractor's business and performance of its duties under the contract.
the conduct of Contractor's business, including, but not limited to, the storage, treatment or release of Hazardous Waste by Contractor, its agents, employees, representatives or independent Contractors;

- a) any activities, work or things done, committed or suffered by Contractor in the course of Contractor's business and performance of its duties under the contract, including, but not limited to, the release of Hazardous Waste.
- b) any breach or default in the performance of any obligation on Contractor's part required to be performed under the terms of the contract;
- c) any act or omission of Contractor or any of Contractor's agents, employees, representatives, Contractors, customers or visitors;
- d) and any and all costs, attorney's fees, expenses and liabilities incurred by any indemnity in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against the Town by reason of any such claim, then Contractor, upon notice from the Town, will defend the same at Contractor's expense. Contractor, as a material part of the consideration to the Town under the contract, will assume all risk of uninsured damage to property or uninsured injury to persons in the course of its business and performance of its duties under the contract arising from any cause, including, but not limited to, the escape, release or migration of Hazardous Waste from Boxford MSW. As used herein, the term "Hazardous Waste" means waste which has been or is in the

future or which has been or is in the future designated as hazardous waste by the Division of Hazardous Waste of DEP or the EPA, and its successors, as amended from time to time and future laws of similar import or which has been or is in the future designated as hazardous waste under any present or future federal, state or local law and/or regulation. Contractor agrees to carry, for the benefit of the Town, Contractual Liability Insurance insuring its obligations under the above indemnity in an amount of not less than \$1,000,000 and otherwise complying with the other provisions of said Section 2 governing insurance coverage required to be maintained by Contractor under the contract.

All policies shall identify the Town as an additional insured (except Workers' Compensation) and shall provide that the Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation as noted above.

ARTICLE XIII
APPROPRIATION

This contract is subject to the availability and appropriation of funds. The Town shall cancel this contract if funds are not appropriated or otherwise made available to support continuation of performance during any contract period as provided in M.G.L. Chapter 30B, section 12 and Chapter 44, section 31.

ARTICLE XIV
TITLE TO WASTE

The contractor shall receive title to all solid waste and recyclable material upon its collection at the curbside. The Town shall not be considered the generator of such waste for any purpose.

ARTICLE XV
PERFORMANCE BOND

(Removed).

ARTICLE XVI
ASSIGNMENT

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

ARTICLE XVII
INSPECTION AND REPORTS

The Town shall have the right at any time to inspect the work of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Whenever requested, the Contractor shall immediately furnish to the Town full and complete written reports of his operation under this Contract in such detail and with such information as the Town may request.

ARTICLE XVIII
CONTRACTOR'S REPRESENTATIONS

The Contractor represents that the Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. The Contractor has read, is familiar and shall comply with all laws and regulations applicable to the performance of the work on the project.

ARTICLE XIX
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Town and Contractor are attached to this Agreement and made a part hereof and consists of the following:

1. This Agreement (Contract page 1 through Contract page 13, inclusive).
2. Specifications for Curbside Collection and Disposal of Municipal Refuse and Recyclables in the Town of Boxford July 1, 2024 through June 30, 2029 (Specifications Page 1 through Specifications page 13 inclusive, in addition to all Specifications Appendices).
3. Contractor's Letter of Proposal dated February 21, 2024.
4. Any subsequent negotiated agreement between the Town and the Contractor specific to the operation of the Town of Boxford Recycling Center, located at 7 Boxford Road, Boxford, MA 01921, as referenced in Specification section 1.2.6.

ARTICLE XX
TERMINATION

- A. Termination for Cause. If at any time during the term of this Agreement the Town determines that the Contractor has breached the terms of this Agreement by negligently or incompetently performing the service, or any part thereof, or by failing to perform the service in a timely fashion, or by failing to perform the service to the satisfaction of the Town, or by not complying with the direction of the Town or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure such breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold the Town harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the Town may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the Contractor specifying the effective date of the termination. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the Town may have against the Contractor up to the date of such termination, and the Contractor shall be liable to the Town for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town.
- B. Termination for Convenience. The Town may terminate this Agreement at any time for convenience by providing the Contractor written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as

determined by the Town, such payment not to exceed the fair value of the services provided hereunder.

ARTICLE XXI
NOTICE

Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

ARTICLE XXII
SEVERABILITY

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

ARTICLE XXIII
GOVERNING LAW

This Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of this appropriate courts for the adjudication of disputes arising out of this Contract.

ARTICLE XXIV
ENTIRE AGREEMENT

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement

supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

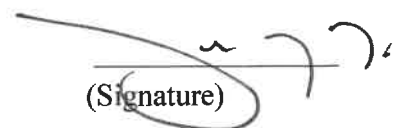
ARTICLE XXV
CONTRACTOR CERTIFICATION

By signing this contract, the contractor certifies that under penalties of perjury, the contractor has filed all State tax returns and has paid all State taxes required under law. The contractor certifies under the penalties of perjury that its 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF BOXFORD
SELECT BOARD

G. Mello Disposal Corp.



A handwritten signature in black ink, appearing to read 'Jason Mello', is written over a horizontal line. The signature is stylized with a large initial 'J' and a cursive 'M'.

(Signature)

Jason Mello, President

(Name and Title)

**The terms and conditions of this contract and all accompanying documentation
aforementioned in ARTICLE XIX were approved by the Town of Boxford Board of Health
during their meeting on ___ day of _____, 2024.**

TOWN OF BOXFORD
BOARD OF HEALTH
