

PART I. CONTRACT

CITY OF MEDFORD, MASSACHUSETTS

CONTRACT made this ^{24th} day of October in the year 2023, by and between CITY of Medford, Massachusetts, with offices located at 85 George P. Hassett Drive, Medford, MA 02155, hereinafter called CITY and Waste Management of Massachusetts, Inc. hereinafter called CONTRACTOR, with offices located at 26 Patriot Place, Foxborough, MA 02035. CITY and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I.

DEFINITIONS

Acceptable Recyclables: See Exhibit D

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

Bulky Items: Discarded materials deemed acceptable for Disposal at a Disposal Facility that are too large to fit in a Cart including but not limited to furniture, carpeting (not exceeding 4' in length and 2' in diameter rolled and tied), and large toys but for the purposes of this Contract excluding any items banned from Disposal in accordance with the Massachusetts Waste Ban Policy (310 CMR 19.007) or any items exceeding 200 LBS or 4' in more than one dimension.

Business Districts: Geographical areas in the City of Medford constituting concentrated commercial activity. For the purposes of this Contract "Business Districts" include:

"Medford Square" shall mean Forest St. (#'s 1-29 & 2-40), George P. Hassett Drive, High St. (#'s 5-111 & 2-146), Main St. (#'s 9-29 & 8-28), Riverside Ave. (#'s 1-101 & 2-50), Salem St. (#'s 1-69 & 2-70)

"South Medford Square" shall mean Main St. (#'s 363-399 & 368-472)

"West Medford Square" shall mean High St. (421-495 & 438-480)

"Haines Square" shall mean Salem St. (400-500 & 419-431), Spring St. (235 & 240-250)

"Hillside" shall mean Boston Ave. (281-225 & 308-364)

CITY reserves the right to exclude any of the addresses listed above or include additional addresses upon written notice to CONTRACTOR.

Cart: A type of wheeled Receptacle used by Generators for the storage, set out, and collection of Trash, Recyclables, and Compostables Curbside or from an Enclosure, which is sometimes referred to as a barrel, or Toter.

CITY: The City of Medford, Massachusetts

City Representative: The Commissioner of CITY's Department of Public Works or their designee, who will act in connection with completion of the Work in accordance with the Contract Documents.

Collect or Collection (or any variation thereof): The act of removing Trash, Recyclables, Compostables, Bulky Items, Televisions and Monitors, White Goods, or other material from the place of generation at properties as defined by this Contract.

Commencement Date: The date when the CONTRACTOR begins providing services according to the provisions of this Contract, which is July 1, 2024.

Commercial Private Customer: A recipient of commercial collection services provided by CONTRACTOR within the City of Medford.

Construction and Demolition Debris (C&D): Materials commonly used or discarded from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, other structure, or from landscaping. Such materials include but are not limited to soil, sand, rock, bricks, plaster, gypsum wallboard, asphalt material, plumbing, windows, roofing material, concrete, wood, masonry, trees, remnants of new construction materials, wood scraps, scrap metal, building materials and packaging. C&D is excluded from Solid Waste by Massachusetts' Waste Disposal Bans.

Contaminant(s) or Contamination: Materials that do not meet the definition of Acceptable Recyclables and are collected and /or set out for Collection along with Acceptable Recyclables.

Contract: This Contract, together with all exhibits, amendments, and attachments to such Contract ("Contract Documents").

Contracted Services: The services provided by the CONTRACTOR under the terms of the Contract.

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

CONTRACTOR: The entity that is party to this Contract, whether that be a corporation, firm, individual, joint venture, or any combination thereof, and including any subcontractors thereof.

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

Discarded Materials: Trash, Recyclables, Compostables, Bulky Items, Televisions and Monitors, White Goods, or other material placed by a Generator Curbside or in an Enclosure for the purposes of Collection by CONTRACTOR, excluding Unacceptable Waste and restricted material as defined in the Commonwealth of Massachusetts Solid Waste Facility Regulations ([310 CMR 19.000](#)) Waste Disposal Bans.

Disposal: The final dumping, landfilling, or placement of Solid Waste into or on any land or the combustion of Solid Waste.

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

Dumpster: A Receptacle with a capacity of approximately two (2) to ten (10) cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front-loading or rear-loading Collection Vehicle.

Enclosure: An exterior structure intended to serve Collection and storage needs for Solid Waste, Recyclables, and Compostables.

Generator: Any person who produces Trash, Recyclables, Compostables, Bulky Items, White Goods, or other materials that require Collection and Disposal, Recycling, or Composting.

Holiday: Examples include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

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

Incident: Any interruption in services specified in this Contract.

Landfill: A facility or part of a facility established in accordance with a valid site assignment for the disposal of Trash into or on land.

Materials Recovery Facility (MRF): A specialized facility that receives, separates, and prepares Acceptable Recyclables for marketing to end-use manufacturers, and for the purposes of this Contract is designated by CITY and CONTRACTOR to receive Recyclable Materials from CITY.

Mattress: Any resilient material or combination of materials that is enclosed by ticking, used alone or in combination with other products, that is intended for sleeping upon, except for mattresses that are contaminated with, but not limited to, mold, bodily fluids,

insects, oil, or hazardous substances. Mattress includes any foundation or box-spring. Mattress does not include any mattress pad, mattress topper, sleeping bag, pillow, car bed, carriage, basket, dressing table, stroller, playpen, infant carrier, lounge pad, crib bumper, liquid or gaseous filled ticking, including any water bed and any air mattress that does not contain upholstery material between the ticking and the mattress core, and mattresses in futons and sofa beds. Mattresses are excluded from Solid Waste by Massachusetts' Waste Disposal Bans.

Medford Housing Authority: Developer, manager, and administrator of subsidized affordable housing for low-income elderly, family, and disabled households. For the purposes of this Contract "Medford Housing Authority" includes:

"Willis Avenue Development" shall mean Bonner Ave., Congress Ave., Exchange Ave. and Willis Ave.

Type of Building: Townhouse 4-6 plexes

Number of Units: 149

"La Prise Village" shall mean Riverside Avenue, Foster Court, Lightguard Drive and Rockwell Ave.

Type of Building: Townhouse 4-6 Units per two story building

Number of Units: 141

"Walkling Court" shall mean 1-20 Walkling Court

Type of Building: Two story Building

Number of Units: 143

"Doherty Apartments" shall mean 92-94 Fellsway West

Type of Building: Three story Walk-up Building

Number of Units: 17

CITY reserves the right to exclude any or all of the addresses listed above or include additional addresses upon written notice to CONTRACTOR.

Municipal Property: All property, including lands and buildings, owned, controlled or managed by the CITY within the City of Medford city limits.

Municipal Service Recipient: A Municipal Property that receives Contracted Collection services as defined in Section 2.2 of Part II.B of this Contract.

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

Outbound: Materials leaving the Materials Recovery Facility (MRF) either as Recovered Material or Residue. Outbound materials are an aggregate of materials from all sources of Inbound material.

Overflow Bag: A flexible film plastic receptacle purchased by Generators from a Designated Overflow Bag Retail Site and used by Generators for the storage, set out, and collection of Trash Curbside as part of the City of Medford's PAYT/SMaRT program.

Paper Yard Trimmings Bag: Any brand of kraft paper or equivalent, 30-gallon capacity, self-supporting, square-bottomed, two-ply, 50-pound wet strength, biodegradable paper bag used by Generators to set out Yard Trimmings for Collection.

Party: The CITY or the CONTRACTOR (jointly "Parties").

PAYT/SMaRT: Pay-As-You-Throw or Save Money and Reduce Trash are names of programs identified by MassDEP to reduce Trash.

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

Receive or Receiving: The means by which the CONTRACTOR weighs, manages unloading, and inspects Recyclables at the MRF.

Receptacle: Any Cart, Compactor, Dumpster, or Overflow Bag, and/or Roll Off used by Generators for the storage, set out, and collection of Trash, Recyclables, and/or Compostables conforming to the specifications in this Contract.

Recovered Material(s): Outbound Materials that have been separated and prepared for sale or distribution for Recycling and which may include small amounts of Contamination.

Recyclables: Recyclable Containers and Recyclable Paper collected as Single Stream or source separated materials further defined in Exhibit D.

Recycle or Recycling: as defined in the Commonwealth of Massachusetts Solid Waste Facility Regulations (310 CMR 19.000).

Recycling Process / Processing: Actions taken to convert Recyclables into Recovered Materials and market Recovered Materials for use as a raw material for manufacturing or other type of beneficial use approved by City Representative other than thermal conversion, or Disposal.

Recycling Processing Fee / Revenue Share: See Exhibit D.

Residential Dwelling: Any residential building in the city.

Residential Dwelling Unit: A dwelling unit within the boundaries of the city. A residential unit shall be deemed occupied when either water or domestic light and

power services are being supplied thereto. A condominium dwelling, whether of single or multilevel construction, shall be treated as a residential unit.

Resident and Resident-Like Service Recipient: A residential property of no more than 4 units, a house of worship adhering to service levels described in 2.3.A and 2.3.D, and a CITY-approved commercial building up to 2500 square feet that receives Contracted Collection services as defined in Section 2.2 of Part II.A of this Contract.

Residue: Outbound material that has not been converted into Recovered Materials and is destined for Disposal. Recyclables and Recovered Materials cannot be classified as Residue due to commodity market conditions.

Roll Off: An open-top or lidded Receptacle with a capacity of fifteen (15) to forty-two (42) cubic yards that is serviced by a Roll Off Collection vehicle.

Service Recipient: Any Residential Dwelling unit, House of Worship, or Municipal Property that receives Contracted Services pursuant to this Contract.

Single Stream: A method of Collecting and delivering Recyclables whereby all Recyclables are mixed together.

Solid Waste: As defined in the Commonwealth of Massachusetts Solid Waste Facility Regulations ([310 CMR 19.000](#)).

Televisions and Monitors: Visual display devices employing both CRT and other visual display technology.

Textiles: Clothing, footwear, bedding, towels, curtains, fabric, and similar products, except for textiles that are contaminated with, but not limited to, mold, bodily fluids, insects, oil, or hazardous substances. Textiles are excluded from Solid Waste by Massachusetts' Waste Disposal Bans.

Toter: See Cart

Ton: 2,000 pounds.

Trash: Discarded Materials deemed acceptable for disposal at a solid waste disposal facility but excluding Recyclables, Yard Trimmings, Compostables, Bulky Items, Televisions and Monitors, White Goods and Unacceptable Wastes that are otherwise defined as Solid Waste in the Commonwealth of Massachusetts Solid Waste Facility Regulations ([310 CMR 19.000](#)).

Unacceptable Waste: All hazardous waste, construction debris, wood and coal ashes from heating plants, stones, rocks, automobile tires, waste oils, pesticides and sewage wastes, and all materials banned for disposal in accordance with MassDEP regulation 310 CMR 19.017.

White Goods: Large Appliances employing freon, electricity, oil, gasoline, natural gas or liquified petroleum gas including, but not limited to refrigerators, freezers, stoves, ovens, washing machines, dryers, dishwashers, air conditioners, dehumidifiers, water coolers, microwave ovens, lawn mowers and snow blowers. White Goods are excluded from Solid Waste by Massachusetts' Waste Disposal Bans.

Waste Disposal Bans: Restriction on the disposal of material as defined in the Commonwealth of Massachusetts Solid Waste Facility Regulations ([310 CMR 19.000](#)). Furthermore, no person shall dispose, transfer for disposal, or contract for disposal or transport restricted materials.

Yard Trimmings: Vegetative matter resulting from yard maintenance and landscaping operations. Yard Trimmings includes plant debris such as grass clippings, leaves, prunings, weeds, branches, brush, tree trimmings and other forms of vegetative waste. Yard Trimmings are not permitted to be collected as Trash or as Recyclables.

ARTICLE 2.

2.1 WORK

A. CONTRACTOR shall perform all the work and furnish all the vehicles, equipment, and labor for the Collection and transporting of all Trash, Recyclables, Televisions and Monitors, White Goods, and Bulky Items Collected within the CITY during the Term of this Contract ("the Work"), all in accordance with the relevant Specifications for Scopes of Work A, attached and this Contract (the "Work"). CONTRACTOR shall furnish all materials, supplies, tools, equipment, labor, and other services necessary for the performance of the Work, in a proper and thorough manner and to the satisfaction of CITY, whose decision as to matters pertaining to the fulfillment of this Contract shall be conclusive.

Part II.A – Scope of Work A Specifications shall be included in this Contract.

2.2 CONTRACT AMENDMENTS

To the extent that federal, Massachusetts or local laws and regulations, mandate changes to this Contract, including changes with respect to Collection of Trash, Recyclables, Televisions and Monitors, White Goods, Yard Trimmings, Organics, and Bulky Items, the Parties agree to amend the Contract and program delineated herein to conform to such new statute or regulation, without dissolution of the basic Contract and applicable costs would be negotiated between the parties.

2.3 BONDS

A. Performance Bond. The CONTRACTOR shall furnish for the term of this Contract a performance bond in a form and with a surety company approved by the CITY and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the Contractor fully performing all his obligations under this Contract, and making full payment

for all labor performed or furnished in the work. The penal sum of the bond shall be twelve months of the total amount of the Contract sum for the particular year as set forth in the terms of the Contract. The bond shall be delivered to the CITY as least sixty (60) days prior to July 1 of each year that this Contract is in force and effect. Failure to meet this performance bond requirement shall be cause to terminate this Contract.

B. Said performance bond shall be executed yearly, shall be obtained prior to the execution of the Contract, and shall be a condition precedent to the execution of the Contract and any renewal thereof or extension thereto.

2.4 BANK REFERENCE AND AUDITED FINANCIAL STATEMENTS

The CONTRACTOR must provide to CITY prior to execution of the Contract at least two (2) financial credit references showing the credit history of the CONTRACTOR from banks or other financial institutions dealing with the CONTRACTOR on a regular basis. The CONTRACTOR must also submit to CITY prior to execution of the Contract the previous two (2) years of audited financial statements. The CITY shall, within the limits of its ability and as permitted by law, maintain the confidentiality of any such materials labeled as "Confidential" by the CONTRACTOR.

2.5 INSURANCE

- A. The CONTRACTOR shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the CONTRACTOR who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts with minimum limits of \$1,000,000. No proprietor, partner, executive officer, or member shall be excluded. Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and CONTRACTOR shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The CONTRACTOR shall furnish to the CITY evidence of such insurance prior to the execution of this Contract and before the same shall be binding on the parties thereto.
- B. Prior to commencement of any work and until completion of its work under this CONTRACT shall maintain the following insurance coverage, at its cost, from insurance acceptable to the CITY, giving evidence of such coverage to the CITY prior to execution of this CONTRACT, a copy of such insurance coverage to be attached herewith:
- Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired automobiles in connection with its operations with a combined single limit of \$1,000,000. The comprehensive Automobile Liability insurance may be provided through primary and excess or umbrella insurance policies.

- CONTRACTOR'S Equipment Coverage (or a certification of self-insurance satisfactory to the CITY) must be provided on and 'All Risk' basis, covering physical damage to all tools and equipment, including automotive equipment owned, rented, or used by the CONTRACTOR.
 - Commercial General Liability Insurance coverage which may be provided through primary and excess or umbrella liability policies for limits of \$2,000,000 general aggregate, \$1,000,000 per occurrence, \$100,000 damage to rented premises, \$5,000 medical expenses, \$1,000,000 personal & advertising injury, and \$2,000,000 completed operations aggregate.
 - Umbrella Liability coverage with a minimum limit of \$5,000,000 (five million) per occurrence and \$5,000,000 (five million) aggregate.
- C. All required insurance must be endorsed to name the CITY as Additional Insured (except Workers Compensation) and shall be primary and non-contributory. All required insurance shall be endorsed to waive the insurer's rights of subrogation against the CITY. All policies and certificate for insurance must contain language that the insurance shall not be canceled without at least thirty (30) days advance written notice to the CITY. The CONTRACTOR under this CONTRACT shall not allow its subcontractors to begin work until similar insurance has been so obtained and certificates of insurance approved by the CONTRACTOR.

Commissioner of Public Works
85 George P. Hassett Drive Room 304
Medford, MA 02155

- D. Carriers shall have an A.M. Best rating of A-VIII (or better).

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

1	Commercial General Liability	
	Each Occurrence for Bodily Injury (including death) and Property Damage	\$2,000,000
2	General Aggregate	\$2,000,000
3	Contingent coverage for subcontractors for C and D above	
4	Automobiles and Trucks (all owned, non-owned, hired and leased).	
5	Each occurrence – combined single limit for Bodily Injury (including death) and Property Damage	\$2,000,000
6	Excess Umbrella Coverage	\$5,000,000
	Workers Compensation	As required by Massachusetts General Law

- E. The City of Medford will be named as additional insured on a blanket basis on all

policies except Workers Compensation

- F. All insurance policies shall remain current, valid and in effect without any lapse throughout the term of this Contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof at the CITY's election. All policies other than workers' compensation shall be so written that the CITY will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation or amendment.
- G. The CONTRACTOR may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Evidence of such excess liability shall be delivered to the CITY in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The CITY shall be an additional insured on a blanket basis on all policies except Workers Compensation.
- H. The CONTRACTOR shall submit three (3) original certificates evidencing such insurance shall be furnished to the CITY at the execution of this Contract. Such certificates shall not merely name the types of policy provided but shall specifically refer to this Contract and shall state that insurance is as required by this Contract.

2.6 NON-COLLUSION CERTIFICATION

A. CONTRACTOR must submit a signed copy of Exhibit A, Taxes, Non-Collusion, and Signing Authority Certification, upon execution of this Contract, as if same were required under M.G.L. Chapter 30B, Uniform Procurement Law.

2.7 INDEMNIFICATION AND LIABILITY

The CONTRACTOR acknowledges and agrees that it is responsible, as an independent CONTRACTOR, for all operations under this Contract and for all acts of its employees and agents hereunder, and agrees that it will indemnify, defend (with counsel approved by the CITY) and hold harmless the CITY and its officers, board and employees from and against any loss, damage, accidental death, operator injury, cost, charge, expense (including attorney fees), demand and claim whatsoever, including, without limitation, any claim made under any law, rule or regulation regarding the Collection, transportation, use, and disposal of Solid Waste, hazardous waste or oil generated by CONTRACTOR in the performance of the Services under the Contract, or recyclables as provided herein, which may be made against it or them, or to which they may be subject to the extent arising from any alleged act, action, neglect, omission or default on the part of the CONTRACTOR or its agents, subagents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, the provisions of this paragraph shall survive the expiration or termination of this Contract, including attorney fees and expenses. In no event whether in contract, tort or otherwise shall either party be liable to the other for any special, incidental, or indirect damages.

A. Breach of the Contract as a claim for which the CONTRACTOR must indemnify the CITY, along with the others listed.

B. The provisions of this section shall survive the expiration or termination of this Contract.

2.8 BUYOUT, TERMINATION AND CONTRACTOR DEFAULT

A. Buy-out clause. In the event the CONTRACTOR sells transfers or relinquishes, whether voluntarily or by operation of law, ownership interest in the business entity identified under this Contract, this Contract shall terminate unless prior written consent has been granted by the CITY. The CONTRACTOR shall notify the CITY in not less than thirty (30) days of any actual or proposed change in control of, or transfer of or acquisition by another party of control of, said business entity. For purposes of this Contract, the word "control" as used herein shall not be limited to major stockholders but includes actual working control in whatever manner exercised. Any approval by the CITY of transfer or ownership or control shall be contingent upon the perspective controlling party becoming a signatory to this Contract and otherwise complying with all the terms and conditions herein. No sale, transfer, or acquisition by another party of control of said business entity shall be approved unless the perspective controlling party submits a performance bond satisfactory to the CITY and in the amount specified under this Contract.

B. Termination.

(a) The right of the CONTRACTOR to perform this Contract may be terminated by the CITY in the event the CITY finds the CONTRACTOR to be in Default for non-performance, and the CITY has provided written notice of such default to the CONTRACTOR. Thereafter, the CITY may have the service performed by others and the CITY may make a claim against the Bond for any costs to the CITY in excess of the Contract price for the remaining portion of the Contract up to an amount not to exceed one hundred and fifteen percent (115%) of the contract value for the one-year period in which the termination occurs.

(b) The CITY may terminate this Contract immediately upon written notice to the CONTRACTOR in the event the CONTRACTOR fails to provide and maintain the performance and payment bonds, and uninterrupted, valid insurance policies and endorsements as required by this Contract, or fails to provide proof of insurance or performance and payment bonds as required by this Contract.

(c) The CITY may terminate this Contract in not less than thirty (30) calendar days upon written notice to the CONTRACTOR if the CITY fails to appropriate funds for the purposes of providing services under this Contract.

(d) If the CONTRACTOR is found disposing of the Collected materials without a permit in any municipality that requires such a permit, the CITY may, at its election, terminate this Contract, if the CONTRACTOR fails to cure within (10) ten days of receipt of

written notice. The CITY shall give a written 30-day notice thereof to the CONTRACTOR specifying the effective date of such notice and upon the date so specified that the Contract shall be terminated unless the reasons for the termination have been corrected by the CONTRACTOR. If the CITY is in default of its obligations under this Contract, CONTRACTOR may terminate this Contract immediately if the CITY fails to cure the default within ten (10) days of receipt of written notice.

(e) Termination shall not prejudice or waive any rights or action which CITY may have against CONTRACTOR up to the date of termination.

C. Assignment and/or organization changes. The CONTRACTOR shall not assign the Contract nor sublet it in whole or in part, or delegate any of the work to be performed to any other person, firm, company, corporation, or organization without the prior written permission of the CITY, which shall not be unreasonably withheld. The CONTRACTOR shall not assign any monies due, or to become due to him under this Contract, without the previous written consent of the CITY.

The bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership or status of the CONTRACTOR, or any assignment for the benefit of creditors, shall, at the election of the CITY:

(a) Terminate this Contract with all pertinent Contractual conditions contained herein affected in favor of the CITY.

(b) Fully obligate the newly formed organization, corporation and/or legal entity to fulfill all terms and conditions of the Contract, and to perform or supply items in accordance with the specifications or descriptions contained herein.

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

D. Contractor Default.

(a) If the CITY seeks a declaration of default, the CITY shall first provide the CONTRACTOR and the CONTRACTOR's surety written notice specifying the nature of the alleged default(s). For default due to abandonment of work, the CONTRACTOR and its surety shall have not more than Five (5) business days from receipt of default notice to commence remediation or to contest declaration of default in written reply to the CITY. If the CONTRACTOR makes a timely contest of the declaration of default for abandonment, the CONTRACTOR and its surety shall have not more than seven (7) business days from receipt of default notice to remedy or commence remediation of default(s). For default due to all causes other than abandonment of work, the CONTRACTOR and its surety shall have not more than seven (7) business days from receipt of default notice to remedy or commence remediation of default(s).

(b) If the CONTRACTOR and the CONTRACTOR's surety each fail to remedy or commence remediation within the specified time after receipt of default notice, the

CITY may, subject to surety's rights under the bond, declare the CONTRACTOR to be in default. The CITY shall provide the CONTRACTOR and surety with written notice of declaration of default. Upon written declaration of default, CONTRACTOR shall have ten (10) business days to cure such default. If CONTRACTOR fails to cure the default, the CITY may proceed to take over some or all of the services done by the CONTRACTOR pursuant to this Contract. If the CONTRACTOR or its surety wishes to contest the declaration of default by the CITY, the contestant shall provide written notice of its intent to contest the declaration of default not more than seven (7) business days after receiving the declaration of default. Failure to provide such written notice shall constitute a waiver of any defense to the declaration of default. If the CONTRACTOR or its surety properly contests the declaration of default, the contestant and the CITY shall seek resolution of the dispute through a declaratory judgment or other action, on an expedited basis, in a court of competent jurisdiction.

(c) In the event the CITY shall make a declaration that the CONTRACTOR is in default under this Contract, the CITY shall have the option to, without relieving or waiving the CONTRACTOR's obligations to perform under this Contract, make such payments or perform such acts as the CITY deems necessary to provide such service, but only if CONTRACTOR has failed to commence remediation or cure of the default within five (5) business days. The CONTRACTOR shall reimburse the CITY for any payments made or costs incurred by the CITY to provide such services during any period the CONTRACTOR fails to perform such services. The CITY shall also have the option to deduct the amount of such reimbursement from sums otherwise due to the CONTRACTOR under this Contract.

(d) Default of the Contract shall be considered cause for termination of the Contract where default is not cured as set forth above. Termination shall not prejudice or waive any rights or action which the CITY may have against CONTRACTOR up to the date of termination.

2.9 PAYMENT FOR DAMAGES

A. Liquidated Damages. The CONTRACTOR agrees that the CITY is damaged by the CONTRACTOR's failure to Collect Trash, Recyclables, Televisions/Monitors, White Goods, and Bulky Items, but that the amount of those damages would be difficult to determine. Should the CONTRACTOR's failed Collection or other performance deficiency result in the CITY Contracting with another firm to perform the work, that cost will be borne by the CONTRACTOR and deducted from the payments due the CONTRACTOR. The CONTRACTOR further agrees that the liquidated damages set forth below are fair and reasonable compensation to the CITY for the CONTRACTOR's failure to perform. CONTRACTOR shall have ten (10) business days to dispute an assessment of liquidated damages under this Section by providing written notice of dispute to the CITY's Representative. If CONTRACTOR fails to dispute within that time frame, the assessment of liquidated damages is deemed accepted. Liquidated Damages shall be subject to the same 3.5% annual increase as Collection Services set forth in the Rate Schedule. The Liquidated Damages Schedule is attached hereto as Exhibit C.

1	Failure to provide the draft Transition Plan with the required contents no later than seventy-five (75) days prior to the Commencement Date.	Each calendar day of delay	\$100.00
2	Failure to identify the Contract Manager and Operations Manager at least two hundred seventy (270) days prior to the Commencement Date.	Each calendar day of delay	\$50.00
3	RESERVED		
4	Failure to have all necessary vehicles and personnel mobilized and providing Contracted Services on the Commencement Date.	Each calendar day of delay	\$1000.00
5	Monthly missed Collections as a percentage of total services scheduled.*	More than 10% = \$200.00 per month. 11% to 20% = \$500.00 per month. More than 21% = \$1,000.00 per month.	
6	Following notice of complaint failure to Collect from a specific location by 6:00 P.M. on the following day of notice.	Each instance	\$50.00
7	Failure to clean up materials spilled during Collection.	Each instance	\$100.00
8	Failure to provide and maintain Collection vehicles, conveyances, and Containers that are in good, clean, and functional condition as provided for in the specifications, or failure to clean such vehicles, conveyances, and Containers as required in the specifications.	Each instance	\$100.00
9	Failure or neglect to Collect trash and/or recycling properly placed at curbside before the daily Collection time, or from other properties as required herein within twenty-four (24) hours of that Collection time, for reasons including but not limited to truck failure, misses by the operator.	Each instance	\$100.00
10	Failure to replace or repair leaky or otherwise faulty Containers within two weeks of being notified in writing of the leaky or otherwise faulty Containers by the City Representative.	Each Container per calendar day	\$200.00
11	Failure to maintain up to date Collection route maps and schedules.	Each calendar day	\$100.00
12	Failure to provide daily route and missed Collection reports.	Each calendar day	\$100.00
13	Failure to comply with state and local waste bans, with other Applicable Laws regarding Collection and disposal of materials and with the provisions in this Contract regarding restrictions on what may and may not be Collected with the trash.	Each instance	\$1000.00
14	Failure to return emptied Containers or lids to the location from which they were Collected, throwing or damaging	Each instance	\$100.00

	Containers/lids or leaving Containers/lids in the streets, driveways, sidewalks or other locations such that they obstruct traffic or otherwise pose a hazard.		
15	Intentionally submitting weight slips for materials not Collected through this Contract.	Each instance	\$5,000.00
16	Commingling trash and/or recyclables collected under this Contract to be billed to the CITY with materials from any source not intended to be billed to the City of Medford.	Each instance	\$1,000.00
17	RESERVED		
18	Disposing of as trash, those recyclable materials appropriately set out for recycling.	Each instance	\$2,500.00
19	Disposing of as trash, those organic materials appropriately set out for organics Collection.	Each instance	\$2,500.00
20	Failure or neglect to furnish a schedule or a revised schedule of Collection and disposal.	Each instance	\$100.00
21	Continued violation of traffic laws, ordinances, or regulations during Collection and transportation after written notice from the City Representative.	Each instance	\$350.00

* The total number of services scheduled shall be determined by multiplying the number of Service Recipients by the number of monthly services provided to each Service Recipient.

2.10 LAWS AND REGULATIONS

A. CONTRACTOR shall comply with all Federal, state and local laws and regulations in its performance under this Contract. The CONTRACTOR shall keep itself fully informed of all State and Federal Laws, and local bylaws and regulations and of all such order or decrees of judicial or administrative bodies that affect its work under the Contract.

B. Except where caused by Unacceptable Waste, CONTRACTOR shall hold harmless, protect, defend (with counsel approved by the CITY), and indemnify the CITY and their officers and agents against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order, or decree, whether by himself or his employees. Any additional costs associated with CONTRACTOR's compliance with applicable Federal, State, and local laws shall not be chargeable to and payable by the CITY and shall not cause an increase in the payments otherwise due to the CONTRACTOR, except as provided in Part II. A. Specifications for Scope of Work A section 6.4 A. (c).

2.11 RESPONSIBILITY FOR LABOR AND MATERIALS

A. The CONTRACTOR further agrees that it will pay for all labor performed or furnished, and for all material used or employed, and for the rental or hire of vehicles, power shovel, tools and other appliances and equipment used or employed in the carrying out of this Contract, and shall pay all persons who Contract with the CONTRACTOR for labor and materials on account of the work herein contemplated; and that it will furnish the CITY, upon request, with evidence satisfactory to the CITY that all persons who have done work or furnished anything under this Contract and all claims of private corporation or individuals for

damage of any kind caused by the construction of said work have been fully paid or satisfactorily secured. In the event that such evidence is not furnished, the CITY may cause to be retained out of any amount due the CONTRACTOR sums sufficient to cover any such unpaid claims. While it is understood that the security required to be given by the CONTRACTOR to satisfy the condition of statutory law or otherwise is furnished by his giving the bond accompanying this Contract, the CITY may nevertheless cause any monies retained or to become due to be held and applied to the payments for labor or materials for which security is required under the provisions of law.

2.12 CHANGE IN LAW

Any amendment, modification or superseding of any Applicable Law, regulation, bylaw or ordinance affecting CONTRACTOR's performance under the terms and conditions hereof, and CONTRACTOR's compliance with such resulting law, regulations, or bylaws, shall not be deemed breach of this Contract. In the event of the change in Applicable Law during the term of the Contract that directly increases the cost of performing the Services, CONTRACTOR, with documentation of such increase, shall have the right to petition the CITY for an increase in fees to recover such increased cost as provided under Section 2.13 below.

2.13 FORCE MAJEURE

A. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by the following events or significant threats of events beyond its reasonable control, whether or not foreseeable; riots, changes in applicable laws, regulations, and interpretations thereof, (as provided under Section 2.12 above), imposition of laws or governmental orders, pandemics, fires, acts of war or terrorism, acts of God, severe weather events for the New England Region for the following, blanketing (blizzard like) snowstorms, ice storms and hurricanes. Except as provided herein, the affected party shall be excused from performance during the occurrence of such events, provided that such party continues to use commercially reasonable efforts to continue to perform. CONTRACTOR shall be entitled to petition the City in accordance with Section 2.12 for an equitable adjustment in price in the event of the occurrence of a Force Majeure Event that increases the cost of performing its obligations under this Contract. In the event that the parties are unable to agree to an equitable adjustment to fees, either party shall have the right to terminate this Contract with one hundred and eighty (180) days' prior written notice. Continued prevention from the performance by such causes for periods aggregating thirty (30) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this Contract.

B. CONTRACTOR and CITY will mutually agree to delay the regular Collection schedule in the event of weather conditions or street repairs that may impair the CONTRACTOR's ability to safely and efficiently complete its collection obligations. The Parties will endeavor to reach a mutually agreeable decision regarding a delay in service as far in advance of the delayed work as possible. The City Representative shall retain final approval provided, however, should the CONTRACTOR request a delay for safety concerns, approval of said request shall not be unreasonably withheld.

2.14 MAINTENANCE OF SERVICE

A. Notwithstanding anything else to the contrary under this Contract if by reason of strike, work stoppage or slowdown, etc., CONTRACTOR shall become hindered, slowed or otherwise unable to perform under this Contract, CONTRACTOR shall assign whatever management or other personnel or necessary back up equipment from CONTRACTOR including but not limited to CONTRACTOR personnel from other districts in Massachusetts to provide sufficient manpower to provide the same/continuing level of services to the CITY.

2.15 ALL CONTRACTS ARE SUBJECT TO APPROPRIATION

A. The compensation provided by the Contract, and any extension there, for any services to be rendered is subject to the availability and appropriation of funds, provided, however, that in the event that funds for compensation pursuant to this Contract are not available or have not been appropriated, the CITY shall cancel this Contract and shall have no further liability to the CONTRACTOR under this Contract. The CONTRACTOR shall be entitled to compensation for all services satisfactorily performed prior to the expiration of the last fiscal year for which an appropriation is available for this purpose.

2.16 SALES TAX EXEMPTION

A. The CITY is exempt from State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto, and shall not be responsible for paying any such taxes in connection with this Contract.

2.17 PREVAILING WAGE RATES

B. The CONTRACTOR shall make himself aware of the provisions of Massachusetts General Law, Chapter 149, Section 27F and 31 before filing a Proposal with CITY. This law refers to the prevailing wage rate minimums as set forth by the Massachusetts, Department of Labor and Industries, 100 Cambridge Street, Boston, MA 02202. The rate schedule and the appropriate regulations relating to the subject law will be upheld and in force for all Contracts set by the CONTRACTOR and CITY.

All service rates/fees provided under this Contract are based on the Prevailing Wage Rates schedule issued by the Massachusetts Department of Labor Standards("DLS"), in effect as of the Effective Date of the Contract, which is attached hereto as Exhibit H ("PWR Schedule").

If the PWR Schedule attached as Exhibit H does not expressly include rates that apply to the entire Term of this Contract, the CITY shall, in advance of the expiration of the period expressly covered by Exhibit H, request updates to the PWR Schedule from DLS. CITY shall provide any PWR Schedule updates it receives in response to a request to DLS, or from any other source to CONTRACTOR within three (3) business days of CITY's receipt. Should the prevailing wage rates increase beyond the prevailing wage rates set forth on the PWR Schedule, CONTRACTOR shall be allowed to increase its charge to the CITY, over the prevailing wage rates included in PWR Schedule, by the following amounts:

- Bi- Weekly Trash Collection: \$405 per month for every \$0.10 per hour
- Weekly Trash Collection: \$511 per month for every \$0.10 per hour

To the extent the CITY fails to request updates to the PWR Schedule from the DLS, or fails provide updates to the PWR Schedule it receives to CONTRACTOR on a timely basis as described above, after 60 days prior written notification of such failure, the CITY shall be responsible to reimburse CONTRACTOR for any actual, undisputed and documented additional payments Contractor makes to its employees resulting from said failure.

2.18 FINANCIAL (INVOICING, CREDITS, PAYMENT, ETC.)

A. Requirements for Invoicing. CONTRACTOR shall submit Invoices for Payment in accordance with Article 6 below. Invoices for Payment will be processed by the CITY's Representative as provided in the Conditions of the Contract. The CONTRACTOR shall invoice the CITY for all services, including Collection, disposal, and processing services and emergency services, at the end of each month of service. The CONTRACTOR shall submit to the CITY an invoice not more than ten (10) working days after completion of the last Collection of the previous month for payment of service performed under this Contract.

B. Review and Payment of Invoices. The CITY shall promptly review all monthly invoice(s) submitted by the CONTRACTOR. The CITY shall notify the CONTRACTOR of any discrepancies or deficiencies not more than seven (7) business days after the receipt of said invoice(s). The CONTRACTOR shall meet with the CITY after not more than seven (7) business days of receipt by the CONTRACTOR of said notice of discrepancy or deficiency to resolve any such dispute, to provide any statements or documentation requested by the CITY and provide any statements or documentation to support claims of the CONTRACTOR.

The CITY shall pay approved invoices on a net thirty (30) day basis after approval by the CITY. In the event that the CITY notifies the CONTRACTOR of any discrepancies or deficiencies in a monthly invoice, the CITY shall pay the CONTRACTOR any undisputed amounts on a net thirty (30) day basis after said notice by the CITY.

The CITY shall pay disputed amounts on a net thirty (30) day basis after resolution of dispute with the CONTRACTOR. If any amount listed on the invoice(s) remains in dispute after discussion of the invoice pursuant to this section, payment is subject to adjustments as set forth below.

In the event the CITY fails to pay any undisputed amounts within sixty (60) days, the CONTRACTOR shall notify the CITY of its failure to meet its obligations under the terms of this Contract and the CITY shall have ten (10) business days to cure. If the CITY fails to cure said failure with ten (10) business days of written notice, CONTRACTOR shall issue a written declaration of default.

Upon written declaration of default, CITY shall have ten (10) business days to cure such default. If the CITY wishes to contest the declaration of default by the CONTRACTOR, the CITY shall provide written notice of its intent to contest the declaration of default not more than seven (7) business days after receiving the declaration of

default. Failure to provide such written notice shall constitute a waiver of any defense to the declaration of default. If the CITY properly contests the declaration of default, the CONTRACTOR shall seek resolution of the dispute through a declaratory judgment or other action, on an expedited basis, in a court of competent jurisdiction.

In the event the CONTRACTOR shall make a declaration that the CITY is in default under this Contract, the CONTRACTOR shall have the option to, without relieving or waiving the CITY's obligations to perform under this Contract, charge the City a 2% per month penalty assessed on all undisputed and unpaid amounts due to the CONTRACTOR.

Default of the Contract shall be considered cause for termination of the Contract where default is not cured as set forth above. Termination shall not prejudice or waive any rights or action which the CONTRACTOR may have against the CITY up to the date of termination.

C. Adjustments to Payments. In the event that the CONTRACTOR fails to provide services as provided under this Contract and fails to cure within fifteen (15) business days after receipt of written notice from the CITY, the CONTRACTOR shall reimburse the CITY for all costs incurred by the CITY to provide such services.

D. In the event the CONTRACTOR fails to maintain or submit adequate and accurate records pursuant to this Contract or by law, or fails to maintain records for services performed under this Contract separate from records for other services, and the CITY incurs any cost for the creation, recreation, correction or maintenance of such records, the CONTRACTOR shall reimburse the CITY for any and all such costs incurred by the CITY.

E. If the CITY makes any payments or incurs any cost for which the CITY is entitled to reimbursement from the CONTRACTOR pursuant to this Contract, the CITY shall have the option to deduct such reimbursement from any payment due to the CONTRACTOR from the CITY. The CITY shall submit to the CONTRACTOR written documentation in support of such deduction upon request of the CONTRACTOR. In the event the CITY does not deduct such reimbursement from the payment due to the CONTRACTOR, but submits an invoice to the CONTRACTOR for reimbursement, the CONTRACTOR shall reimburse the CITY in not more than fifteen (15) days of receipt of said invoice.

2.19 PAYMENT DEFERRAL

A. To accommodate the unknowns of the CITY budget process, CITY and CONTRACTOR have agreed to defer payments of up to \$700,000.

B. CITY may defer payments in accordance with the CITY fiscal year (FY) of July through June. CITY may defer payment in an amount up to \$300,000 for services rendered for the period July 1, 2024 through June 30, 2025 (FY25/Year 1 payment deferral) and \$400,000 for services rendered for the period July 1, 2025 through June 30, 2026 (FY26/Year 2 payment deferral).

C. Notification of Deferral. City Representative must notify CONTRACTOR in writing of the amounts it elects to defer:

(a) by June 20, 2025 for FY25/Year 1 payment deferral, and;

(b) by June 20, 2026 for FY26/Year 2 payment deferral.

D. Upon timely receipt by CONTRACTOR of Notification of Deferral from City Representative, CONTRACTOR shall defer payment in the amount elected by the CITY from June 2025 (FY25/Year 1) and June 2026 (FY26/Year 2) invoices respectively.

E. Notification of Repayment. City Representative must notify CONTRACTOR in writing of the amount to be repaid:

(a) by June 20, 2026 of the amount to be repaid in FY27/Year 3;

(b) by June 20, 2027 of the amount to be repaid in FY28/Year 4;

(c) by June 20, 2028 of the amount to be repaid in FY29/Year 5, and;

(d) by June 20, 2029 of the amount to be repaid in FY30/Year 6.

H. Repayment. CITY is obligated to remit payment to CONTRACTOR in the amount elected in the Notification of Repayment by July 30 of the fiscal year (FY) for which the Notification of Repayment was issued. CITY shall be required to remit a minimum payment not less than 15% of the total cumulative balance of deferred payments in each of FY27, FY28 and FY29. CITY shall remit to CONTRACTOR the remaining total amount of deferred payments by July 30, 2029 (FY30). No interest shall accrue on the deferred payments.

Fiscal Year/ Contract Year	Notification of Deferral	Notification of Repayment	Repayment
FY25/Year 1	by June 20, 2025	Not Applicable (NA)	NA
FY26/Year 2	by June 20, 2026	NA	NA
FY27/Year 3	NA	by June 20, 2026	by July 30, 2026
FY28/Year 4	NA	by June 20, 2027	by July 30, 2027
FY29/Year 5	NA	by June 20, 2028	by July 30, 2028
FY30/Year 6	NA	by June 20, 2029	by July 30, 2029

2.20 QUALITY REQUIREMENTS, STANDARDS AND PROCEDURES

A. General

(a) Compliance. The CONTRACTOR shall provide all services in compliance with the terms, requirements, specifications and procedures of this Contract and Contract Documents. The procedures for the occurrence of planned or unplanned deviations and corrective action are included in this section or with more specificity in other sections as appropriate.

B. Deviation

(a) Planned Deviation. Should the CONTRACTOR anticipate the necessity for a temporary deviation from any term, requirement, specification, standard, or procedure of this Contract the CONTRACTOR shall request written authorization from the CITY permitting the planned deviation prior to the implementation of the requested deviation.

(b) Unplanned Deviation. Except in the case of a severe weather event (examples include, but are not limited to, blanketing snowstorms, ice storms and hurricanes) or a force majeure event, any unplanned deviation, variance, or failure to comply with any term, requirement, specification, standard, or procedure set forth in this Contract shall be prohibited and shall result in Corrective Action by the CITY as provided by this Contract or by law.

(c) Corrective Action. The CONTRACTOR shall thoroughly investigate the circumstances, events, actions, and other observations leading up to and occurring at the time of a planned or unplanned deviation in order to identify the cause. When the cause has been confirmed, corrective action shall be developed and immediately implemented to prevent further repetition. Copies of all documents including reports of, or interrelated with incident, corrective action and quality improvement plan shall be submitted to the City Representative.

Except in the case of a severe weather event (examples include, but are not limited to, blanketing snowstorms, ice storms and hurricanes) or a force majeure event, if the CONTRACTOR shall fail to comply with any requirement, specification, standard, or procedure of this Contract the CONTRACTOR shall be subject to any corrective action or other action by the CITY as provided by this Contract or by law.

ARTICLE 3. RESERVED.

ARTICLE 4. DURATION.

4.1 The services of the CONTRACTOR are to commence on the Commencement Date and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Contract. All of the services required pursuant to Part II.A – Specifications for Scope of Work A, herein shall be completed pursuant to the details included in the Plan of Services and Transition and Implementation Plan. Additional services may be requested at the option of the CITY, which shall be completed by such date as may be established by the CITY at the time of authorization subject to mutual Contract of the Parties thereto.

4.2 The Contracted Collection services shall commence July 1st of 2024 and conclude at the end of June 30, 2034, unless both Parties agree in writing to extend the Contract. The Contract Term shall be ten (10) years for all tasks, documentation, deliverables, and associated services.

ARTICLE 5. CONTRACT PRICE.

5.1 CITY will pay the CONTRACTOR monthly payments based upon the Rate Schedule

as set forth in Exhibit B attached hereto.

ARTICLE 6. PAYMENTS.

6.1 In consideration for performance of the work in accordance with the requirements of this Contract, the CITY shall pay the CONTRACTOR the prices set forth in the Rate Schedule, which is attached hereto as Exhibit B.

6.2 Payment shall be made to the CONTRACTOR for work completed in accordance with this Contract. All requests for payment shall be submitted to the CITY in an invoice and shall specify work completed and if requested the prevailing wage rate for each employee who performed work under this Contract to the CITY.

6.3 If the CITY objects to all or part of any invoice, the CITY shall notify the CONTRACTOR in writing with the timelines described in Section 2.18.

6.4 No payment by the CITY to the CONTRACTOR shall be deemed to be a waiver of any right of the CITY under this Contract or ratification by the CITY of any breach hereof by the CONTRACTOR.

ARTICLE 7. ASSURANCE.

7.1 CONTRACTOR has familiarized himself with the Contract Documents, the Work, local conditions, and Federal, State and local laws, bylaws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work. The CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.2 CONTRACTOR has given the City Representative written notice of any conflict, error, or discrepancy that he has discovered in the Contract Documents and the written resolution thereof by the City Representative is acceptable to CONTRACTOR.

7.3 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 8. CONTRACT DOCUMENTS.

8.1 The Contract Documents which comprise the Contract between CITY and CONTRACTOR are attached hereto and made a part hereof and consist of the following table of exhibits:

Part I – Contract

Part II – Specifications for Scopes of Work A

Exhibit A. Taxes, Non-Collusion, and Signing Authority Certification

- Exhibit B. Rate Schedule
- Exhibit C. Liquidated Damages Schedule
- Exhibit D. Recycling Specifications
- Exhibit E. [RESERVED]
- Exhibit F. Bond
- Exhibit G. Certificate of Insurance
- Exhibit H. Prevailing Wage Rate Schedule
- Exhibit I. Condo Service Included Under Current Contract

8.2 Any conflict between the terms of the Contract Documents shall be controlled by the order in which the Parts and Exhibits are listed in Section 8.1 above.

ARTICLE 9. MISCELLANEOUS.

9.1 Neither the CITY nor the CONTRACTOR shall, without the prior written consent of the other, which consent will not be unreasonably withheld, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of CITY. In case the CONTRACTOR assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the CONTRACTOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

9.2 By entering into this Contract, the CONTRACTOR certifies under penalties of perjury that its proposal was made and submitted in good faith and without collusion or fraud with any 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. By entering into this Contract, the CONTRACTOR certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and Contractors, and to withholding and remitting child support. The CONTRACTOR understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the CONTRACTOR with respect to the services required to be provided under this Contract. The CONTRACTOR and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law, or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

9.3 The Contract Documents constitute the entire Contract between CITY and CONTRACTOR and may only be altered, amended, or repealed by an amendment executed by both parties.

9.4 Any action at law or suit in equity instituted by the CONTRACTOR as a result of the performance, non-performance, or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction. No action or failure to act by either party shall constitute a waiver of a right or duty afforded under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by either party shall be construed as a waiver or in any way limit the legal or equitable remedies available to the party. No waiver by either party of any default or breach by the other party shall constitute a waiver of any subsequent default or breach.

9.5 The CONTRACTOR acknowledges that it has not been influenced to enter into this Contract, nor has the CONTRACTOR relied upon any warranties or representations not set forth in this instrument.

9.6 The CONTRACTOR shall maintain the confidentiality of information designated by the CITY as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the CONTRACTOR has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the CITY has expressly waived such confidentiality in advance in writing. The CONTRACTOR shall not represent or purport to represent that it speaks for the CITY vis-à-vis the media or the public at-large without the CITY's express, written consent in advance. No waste material provided to CONTRACTOR for disposal or processing under this Contract shall be considered confidential.

9.7 If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

9.8 This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

9.9 This Contract is executed in 4 copies as a sealed instrument.

9.10 The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), gender identity, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap; and the CONTRACTOR shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age,

genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

9.11 The CONTRACTOR shall compensate the CITY for all damage to CITY property of any nature to the extent arising out of the CONTRACTOR's negligence or willful misconduct in the performance of the work. CONTRACTOR shall not be responsible for normal wear and tear to driving surfaces caused by the weight of CONTRACTOR's vehicles. To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind to the extent arising out of the breach by the CONTRACTOR of its obligations under this Contract, or the negligence or willful misconduct of the CONTRACTOR, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable. Said costs shall include, without limitation, reasonable legal costs, Collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the CITY and any judgment that may be obtained in any such claim or suit. Notwithstanding the foregoing, CONTRACTOR shall have no liability for damages arising out of the negligence or willful misconduct of the CITY or any other third party indemnified hereunder.

Neither the CITY, nor its officers, employees, boards, committees, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any federal, Massachusetts or CITY statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the CONTRACTOR or its employees, regarding the subject matter of this Contract, except to the extent such violation, damage, or breach is caused by the negligence or willful misconduct of such party.

9.12 The CONTRACTOR hereby acknowledges that the use of alcoholic beverages, narcotics, and mood-altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the CONTRACTOR is prohibited on CITY property during all hours of work under this Contract. If any officer, employee, agent, or representative of the CONTRACTOR violates the foregoing provision, the CITY shall have the right to order that such officer, employee, agent, or representative of the CONTRACTOR shall not be permitted to return to work on this Contract. Under such circumstances, the CONTRACTOR shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

9.13 Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smoke-free Workplace Law, the CONTRACTOR, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the CITY.

9.14 To the extent permitted by law, for each employee of the CONTRACTOR who is performing services under this Contract, the CONTRACTOR shall, subject to its

confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the CITY, upon the CITY's written request, that such employee passed the CONTRACTOR's pre-employment criminal background screen. In the event that any employee refuses to permit the CONTRACTOR to provide such information to the CITY, the CONTRACTOR shall not assign such employee to perform services for the CITY, and such employee shall not be authorized to perform services for the CITY. The CITY shall be permitted to keep such information provided by CONTRACTOR in its files.

9.15 The CONTRACTOR shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the eastern Massachusetts area. The CONTRACTOR warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the CONTRACTOR's obligations under the Contract will be carried out in a prompt, safe, and professional manner. CONTRACTOR shall comply with all provisions of law applicable to his work including without limitation statutes, by-laws rules, regulations, orders, and directives. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein. CONTRACTOR shall comply with all applicable provisions of law and regulation as specified by the Williams-Steiger Occupations Safety and Health act of 1970, as amended.

9.16 CONTRACTOR shall provide services under this Contract as an independent CONTRACTOR with the CITY and CONTRACTOR and its employees shall not be entitled to receive any benefits of employment with the CITY, including, without limitation, salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension, or deferred compensation.

IN WITNESS WHEREOF, the parties hereto have signed this Contract in quadruplicate. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR.

This Contract shall become effective on _____, 2023.

CITY: MAYOR OF MEDFORD <i>Burt Koehn</i> 11/2/23	CONTRACTOR: By: Christopher DeSantis, President  <i>CD</i> 10/24/2023
Address for giving notices: 85 George P. Hassett Drive Medford, MA 02155	Address for giving notices: 26 Patriot Place Foxborough, MA 02035

EXHIBIT A

Taxes, Non-Collusion, and Signing Authority Certification

Pursuant to M.G.L. Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that the company named below has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and Contractors, and to withholding and remitting of child support. The proposer also understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the party ultimately chosen as CONTRACTOR with respect to the services required to be provided under this Contract. The CONTRACTOR and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law, or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this paragraph, 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 under penalties of perjury that he/she is authorized on behalf of the company named below to bind the proposer Contractually. If the proposer is a corporation, a clerk's certificate of vote and minutes of a Director's meeting will be provided.

04 253 5063

Social Security Number or Federal Identification Number

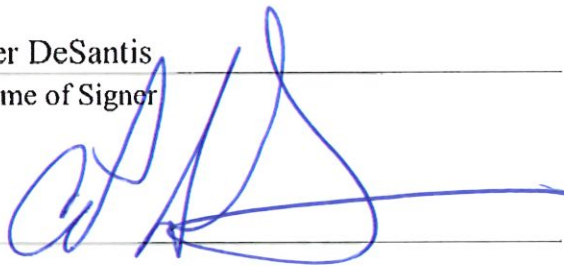
Waste Management of Massachusetts, Inc.

Firm Name

Christopher DeSantis

Printed Name of Signer

Signature



Date

10/24/2023



CERTIFICATE OF AUTHORITY

WASTE MANAGEMENT OF MASSACHUSETTS, INC.

I, Gail M. Lynch, Assistant Secretary of Waste Management of Massachusetts, Inc., a Massachusetts corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that Christopher P. DeSantis, President of the Corporation, is hereby authorized, following compliance with appropriate corporate policies and procedures, to execute and deliver on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the City of Medford, Massachusetts – Citywide Collection, Disposal, & Processing of Solid Waste, Reusables, and Recyclables Contract (the "City of Medford Contract") for the period beginning July 1, 2024 through June 30, 2034.

Dated this 17th day of October 2023

WASTE MANAGEMENT OF MASSACHUSETTS, INC.

Gail M. Lynch, Assistant Secretary



EXHIBIT B - RATE SCHEDULE

Yr1 (FY2025)¹ Yr2 (FY2026) Yr3 (FY2027) Yr4 (FY2028) Yr5 (FY2029)

A. Curbside Services

Annual Weekly Trash Collection Rate	\$3,164,388	\$3,275,142	\$3,389,772	\$3,508,414	\$3,631,208
Annual Bi-Weekly Trash Collection Rate	-	-	\$2,378,016	\$2,461,247	\$2,547,390
Annual Recycling Collection Rate	\$1,667,208	\$1,725,560	\$1,785,955	\$1,848,463	\$1,913,160
Annual Deferral Schedule ²	(\$300,000)	(\$400,000)	\$105,000	\$89,250	\$79,862.50
Trash Disposal Rate Per Ton	\$94.00	\$98.70	\$103.64	\$108.82	\$114.26
Recycling Processing Rate Per Ton	See Exhibit D				
Bulky Item Collection Fee Per Item ³	\$26.00	\$26.91	\$27.85	\$28.83	\$29.84
White Good Collection Fee Per Item	\$26.00	\$26.91	\$27.85	\$28.83	\$29.84
Television and Monitor Collection Fee Per Item	\$40.00	\$41.40	\$42.85	\$44.35	\$45.90
Fee Per Overflow Bag (w/ Weekly Trash Collection)	\$1.50	\$1.55	\$1.61	\$1.66	\$1.72
Fee Per Overflow Bag (w/ Bi-Weekly Trash Collection)	-	-	\$2.00	\$2.07	\$2.14
Extra Carts / Cart / Month (Weekly Trash Collection) ⁴	\$13.00	\$13.46	\$13.93	\$14.41	\$14.92
Extra Carts / Cart / Month (Bi-Weekly Trash Collection) ⁴	-	-	\$7.50	\$7.76	\$8.03

B. Rolloff Services - School and Municipal Locations

Trash Compactor Rate Per Haul	\$360	\$378	\$397	\$417	\$438
Trash Open Top Rate Per Haul	\$340	\$357	\$375	\$394	\$413
Recycling Compactor Rate Per Haul	\$350	\$368	\$386	\$405	\$425
Recycling Open Top Rate Per Haul	\$340	\$357	\$375	\$394	\$413
Open Top Rental Fee / Container/ Month	\$100	\$105	\$110	\$116	\$122
40yd Storage Rental Fee / Container / Month	\$150	\$158	\$165	\$174	\$182
Monthly Compactor Rental Fee	Rates will be provided upon Request				

(CONTINUED FROM ABOVE)

Yr6 (FY2030) Yr7 (FY2031) Yr8 (FY2032) Yr9 (FY2033) Yr10 (FY2034)

A. Curbside Services (continued)

Annual Weekly Trash Collection Rate	\$3,758,300	\$3,889,841	\$4,025,985	\$4,166,895	\$4,312,736
Annual Bi-Weekly Trash Collection Rate	\$2,636,549	\$2,728,828	\$2,824,337	\$2,923,189	\$3,025,500
Annual Recycling Collection Rate	\$1,980,120	\$2,049,424	\$2,121,154	\$2,195,395	\$2,272,233
Annual Deferral Schedule ²	\$ 429,887.50	-	-	-	-
Trash Disposal Rate Per Ton	\$119.97	\$125.97	\$132.27	\$138.88	\$145.82
Recycling Processing Rate Per Ton	See Exhibit D				
Bulky Item Collection Fee Per Item ³	\$30.88	\$31.96	\$33.08	\$34.24	\$35.44
White Good Collection Fee Per Item	\$30.88	\$31.96	\$33.08	\$34.24	\$35.44
Television and Monitor Collection Fee Per Item	\$47.51	\$49.17	\$50.89	\$52.67	\$54.52
Fee Per Overflow Bag (w/ Weekly Trash Collection)	\$1.78	\$1.84	\$1.91	\$1.98	\$2.04
Fee Per Overflow Bag (w/ Bi-Weekly Trash Collection)	\$2.22	\$2.30	\$2.38	\$2.46	\$2.54
Extra Carts / Cart / Month (Weekly Trash Collection) ⁴	\$15.44	\$15.98	\$16.54	\$17.12	\$17.72
Extra Carts / Cart / Month (Bi-Weekly Trash Collection) ⁴	\$8.31	\$8.60	\$8.91	\$9.22	\$9.54

B. Rolloff Services - School and Municipal Locations (continued)

Trash Compactor Rate Per Haul	\$459	\$482	\$507	\$532	\$558
Trash Open Top Rate Per Haul	\$434	\$456	\$478	\$502	\$527
Recycling Compactor Rate Per Haul	\$447	\$469	\$492	\$517	\$543
Recycling Open Top Rate Per Haul	\$434	\$456	\$478	\$502	\$527
Open Top Rental Fee / Container/ Month	\$128	\$134	\$141	\$148	\$155
40yd Storage Rental Fee / Container / Month	\$191	\$201	\$211	\$222	\$233
Monthly Compactor Rental Fee	Rates will be provided upon Request				

C. Prevailing Wage Adjustment

All collection rates above are based on a prevailing wage rate of \$47.06 per hour. In the event that CONTRACTOR is required to pay rates in excess of \$47.06 per hour CONTRACTOR will charge the CITY the following adjustment for every \$0.10 the required rates exceed \$47.06 per hour:

Weekly Trash Collection: \$511 per month

Bi-Weekly Trash Collection: \$405 per month

D. Schools, Municipal Facilities, Business Districts, and Medford Housing Authority

Carts at these locations will be charged according to the Extra Cart Rates found in the above table.

Dumpsters at these locations will be charged according to the Commercial Collection Services Rates found in the tables below.

E. Commercial Collection Services - Rate Sheet⁵

i. Monthly Trash Rates

Frequency of Collection	1 X Week	2 X Week	3 X Week	4 X Week	5 X Week	6 X Week
64 Gallon Cart ⁶	\$13.00	\$80.00	\$145.00	\$210.00	\$275.00	\$340.00
96 Gallon Cart ⁶	\$13.00	\$80.00	\$145.00	\$210.00	\$275.00	\$340.00
2 Cubic Yard Dumpster	\$185.09	\$349.34	\$513.59	\$677.84	\$842.09	\$1,006.34
4 Cubic Yard Dumpster	\$261.06	\$497.43	\$733.80	\$970.17	\$1,206.54	\$1,442.91
6 Cubic Yard Dumpster	\$341.41	\$649.90	\$958.39	\$1,266.89	\$1,575.38	\$1,883.87
8 Cubic Yard Dumpster	\$417.92	\$798.53	\$1,179.15	\$1,559.77	\$1,940.38	\$2,321.00
10 Cubic Yard Dumpster	\$496.07	\$948.81	\$1,401.55	\$1,854.29	\$2,307.03	\$2,759.77

ii. Monthly Recycling Rates

Frequency of Collection	1 X Week	2 X Week	3 X Week	4 X Week	5 X Week	6 X Week
64 Gallon Cart ⁶	\$13.00	\$80.00	\$145.00	\$210.00	\$275.00	\$340.00
96 Gallon Cart ⁶	\$13.00	\$80.00	\$145.00	\$210.00	\$275.00	\$340.00
2 Cubic Yard Dumpster	\$121.20	\$221.55	\$321.91	\$422.26	\$522.62	\$622.97
4 Cubic Yard Dumpster	\$135.98	\$247.28	\$358.58	\$469.88	\$581.18	\$692.48
6 Cubic Yard Dumpster	\$155.16	\$277.40	\$399.64	\$521.88	\$644.13	\$766.37
8 Cubic Yard Dumpster	\$170.49	\$303.67	\$436.86	\$570.05	\$703.23	\$836.42
10 Cubic Yard Dumpster	\$187.47	\$331.60	\$475.73	\$619.86	\$763.99	\$908.12

iii. Rolloff Rates

Trash Compactor Rate Per Haul	\$360
Open Top - Per Haul -Trash	\$340
Compactor Per Haul - Recycling	\$350
Open Top Per Haul - Recycling	\$340
Open Top Rental / Container/ Month	\$100
40yd Storage Rental / Container / Month	\$150
Compactor Rental Fee	Rental quotes for compacting units will be provided upon request

iv. Commercial Collection Services and Fees

Extra Pickup Rates	Trash	Recycling
64 Gallon Cart ⁶	\$59.90	\$59.90
96 Gallon Cart ⁶	\$59.90	\$59.90
2 Cubic Yard Dumpster	\$155.00	\$108.50

4 Cubic Yard Dumpster	\$190.00	\$133.00
6 Cubic Yard Dumpster	\$220.00	\$154.00
8 Cubic Yard Dumpster	\$255.00	\$178.00
10 Cubic Yard Dumpster	\$285.00	\$199.50
Energy Fee	Applicable to Commercial Collection Service which will fluctuate monthly based on changes in fuel pricing	
Overage Fee	\$225 per occurrence applicable when a dumpster is overloaded with trash or recycling	
Industry Specific Fee	CONTRACTOR reserves the right to add a fee for categories of businesses which typically produce denser waste. Examples include, but are not limited to, restaurants and grocery stores. CONTRACTOR agrees to waive this fee for restaurants and grocery stores that participate in the CITY's Organics Collection program.	
Recyclable Material Offset	This is an adjustment to account for the changes in commodity pricing. This is only applicable to recycling services.	
Contamination Fee	Applicable when trash or recycling dumpsters are contaminated with non-Trash or non-Recyclables, respectively. Fee varies based on amount of contamination.	
Compactor Rental Fee	Rental quotes for compacting units will be provided upon request	

F. Condo Rates with City Subsidy on Disposal / Processing⁷

Monthly Collection Rates

1 X Week Service	Trash	Recycling
64 Gallon Cart ⁶	\$13	\$13
96 Gallon Cart ⁶	\$13	\$13
2 Cubic Yard Dumpster	\$80	\$80
4 Cubic Yard Dumpster	\$160	\$160
6 Cubic Yard Dumpster	\$240	\$240
8 Cubic Yard Dumpster	\$320	\$320
10 Cubic Yard Dumpster	\$400	\$400

G. Per Cart Replacement Fee

Carts lost, stolen, damaged due to citizen neglect or normal wear and tear shall be replaced at the following rates in Year 1. Rates shall increase by 3.5% each year in Years 2 through 10.

64 Gallon Cart	\$60
96 Gallon Cart	\$75

Notes / Clarifications

1. Fiscal Year means CITY's fiscal year, starting July 1 and concluding on June 30.

2. A payment deferral of \$700,000 is allowable as indicated. CITY shall be required to remit a minimum payment not less than 15% of the total cumulative balance of deferred payments in each of FY27, FY28 and FY29. The total deferral amount will be repaid on or before July 30, 2029. This illustration assumes CITY defers the full \$700,000 available to it and the minimum repayments. Nothing would prevent the repayment of higher amounts should CITY be in position to do so. The schedule of payments will be determined pursuant to Section 2.19 F of Part I Contract.

3. Bulky Items: The rates shown above reflect the total amount due to CONTRACTOR. CONTRACTOR will bill the Resident directly the entire per item rate or CITY may elect to subsidize all or a portion of the per item rate. While it is anticipated that the CITY will initially subsidize 50% of the per item rate with the remaining 50% billed directly to the Resident, CITY reserves the right to change the apportionment of the subsidy at anytime.

4. Trash and/or Recycling Carts issued to Residents in excess of the single cart included in the base collection service will be billed directly to the resident. Rates shown are per cart per month. Rates shown apply to each additional trash cart and each additional recycling cart (e.g. , in Year 1, a resident who requests an additional trash and an additional recycling cart will be charged \$26 per month). Trash and/or Recycling Carts issued to service locations not included in the original 19,230 unit count will be billed directly to CITY.

5. All Commercial Collection Service rates set forth in this section apply only to Year 1 of the Contract. All Commercial Collection Service rates shall increase by 5% per year in Years 2 through 10, with the exception of 64-gallon and 96-gallon cart services, which shall be increased at 3.5% per year in Years 2 through 10. All rates include disposal costs and/or processing costs unless otherwise noted.

6. Rates for 64 gallon and 96 gallon trash and recycling carts reflect the collection costs only. Disposal and Recycling Processing costs for these services are included in the respective curbside trash disposal and recycling processing fees paid by the CITY.

7. Dumpsters and carts at specified Condos will be collected on the same routes as the CITY's curbside service and the CITY will pay for the disposal / processing costs. Condos will be charged directly for collection. Rates will increase annually by 3.5% starting 7/1/2025. CITY may elect to discontinue this program at anytime. CONTRACTOR agrees to cap annual price increases to 3.5% for additional collection services provided to these locations.

Exhibit C: Liquidated Damages Schedule

Annual Rate: 3.5%										
Liquidated Damages	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10
2, 6	\$50	\$52	\$54	\$55	\$57	\$59	\$61	\$64	\$66	\$68
1, 7, 8, 9, 11, 12, 14, 20	\$100	\$104	\$107	\$111	\$115	\$119	\$123	\$127	\$132	\$136
5, 10	\$200	\$207	\$214	\$222	\$230	\$238	\$246	\$254	\$263	\$273
21	\$350	\$362	\$375	\$388	\$402	\$416	\$430	\$445	\$461	\$477
4, 5, 13, 16	\$1,000	\$1,035	\$1,071	\$1,109	\$1,148	\$1,188	\$1,229	\$1,272	\$1,317	\$1,363
18, 19	\$2,500	\$2,588	\$2,678	\$2,772	\$2,869	\$2,969	\$3,073	\$3,181	\$3,292	\$3,407
15	\$5,000	\$5,175	\$5,356	\$5,544	\$5,738	\$5,938	\$6,146	\$6,361	\$6,584	\$6,814

Note: Liquidated Damages 3 and 17 are reserved.

EXHIBIT D

SINGLE STREAM RECYCLING SPECIFICATION, TERMS AND CONDITIONS

1. DEFINITIONS

"Blended Value" or "BV" is the total weighted value per Ton of each Recyclable and Non-Recyclable component (including negatively-valued Recyclables and transfer and disposal costs of Non-Recyclables) for the Single Stream Materials delivered by or on behalf of City to the Designated Facility.

"Contractor Fee" means the compensation per Ton for costs incurred by Contractor to prepare Recyclables for end markets, i.e., those actions necessary to render Recyclables acceptable to end markets and/or designated buyers.

"Composition" the overall profile of Single Stream Materials received and processed at Designated Facility. Composition is not City specific.

"Contamination Audit" means the basis by which City's Single Stream materials are measured to determine the percentage of "Non-Recyclables" present.

"City's Value Share" means the City's percentage of the Blended Value as set forth on Addendum B.

"Designated Facility" or "Designated Facilities" Any facility properly licensed to receive and/or process recyclables, which receives City's Single Stream Materials.

"Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances, and/or any other waste not approved in writing by Contractor.

"Net Value" means the amount paid to City by Contractor, or paid to Contractor by City, after subtracting any charges owed by City from the City's value share.

"Non-Recyclables" means any materials in the Single Stream Materials that are not Recyclables as set forth in Addendum A.

"Receiving Hours" means the regularly-scheduled hours of operation for the Designated Facility

"Recyclables" means acceptable materials contained within the Single Stream Materials as set forth and further defined in Addendum A.

"Residue" means the Non-Recyclables and other materials removed from the Single Stream Materials during processing due to their size, type, condition or processing system constraints, and which are disposed of after such processing. Residue is specific to City as determined by Contamination Audits.

"Single Stream Materials" means all City's materials delivered to Contractor containing Recyclables and Non-Recyclables.

"Specifications" means the description of the Single Stream Materials as set forth in Addendum A.

"Ton" means 2,000 pounds.

"Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

2. QUANTITY AND QUALITY

a. During the term of the Agreement, Contractor shall take and City agrees to provide one hundred percent (100%) of the Single Stream Materials collected by or on behalf of City. City shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the Single Stream Materials any Recyclables listed in Addendum A without the express written consent of Contractor. City shall not allow scavenging of any Recyclables from the Single Stream Materials. Any additions to the listing of acceptable Recyclables in Addendum A shall be made upon the mutual agreement of City and Contractor.

b. City represents and warrants that it shall provide the Single Stream Materials in accordance with the Specifications set forth in Addendum A, City further acknowledges that Non-Recyclables and Excluded Materials may not exceed 10% of the material collected as Single-Stream Material. Title to Recyclables provided by City to Contractor is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or Applicable Law. Title to and liability for Excluded Materials shall remain with the Generator at all times.

c. WM agrees to perform one (1) Contamination Audit each contract year, or more at its sole discretion and cost, and invite City Representative and other person s/he may delegate to attend. Contamination Audits shall be of Single Stream

Materials collected solely within City of Medford city limits in order to identify the overall percentage of "Non-Recyclables" or "Contamination" present. The Contamination Audit protocol used for each audit is specified in Addendum B.5 of this Exhibit D. WM will provide Contamination Audit reports to the City pursuant to Section 3.7 G of Part II.A of this Contract. City may request a second Contamination Audit in any contract year where the first Contamination Audit report indicated that the contamination rate of Single Stream Materials collected solely within City of Medford city limits has increased by 3% or more from the previous Contamination Audit. WM will complete said second audit within 120 days of the City Representative's written request.

3. PRICING/PAYMENTS

Payments and charges to City shall be calculated as set forth on Addendum B. Contractor shall pay (or City shall pay Contractor) the Net Value of the Single Stream Materials. Where the Net Value is positive, Contractor shall pay City on or about the last day of the month following delivery for those Single Stream Materials purchased during the preceding month. Where the Net Value is negative, City shall pay Contractor within 30 days of date of invoice.

4. DELIVERIES

Contractor shall deliver Single Stream Materials at City's expense to the Designated Facility during Receiving Hours. All Single Stream Materials must be delivered in self-dumping trucks and will be weighed in and out at the Designated Facility.

5. MATERIALS

a. If Excluded Materials are delivered to the Facility by or on behalf of City, Designated Facility, in its sole discretion, may reject the entire load, or separately contain, set aside, segregate, isolate and manage such Excluded Materials as required by Applicable Law. City will be notified promptly of the location, general character and amount of such Excluded Materials. The first occurrence would be paid for by the Contractor, up to \$5,000. After the first occurrence, if requested by Contractor, City must either remove or accept charges for removal, of such Excluded Materials from the Designated Facility.

b. Contractor shall recycle the Recyclables for reuse and, provided that there is a commercially reasonable available market for such material, shall not dispose of any Recyclables, except such Residue left after appropriate processing of the Single Stream Materials. Contractor makes no representations as to the recyclability of the Recyclables and may dispose of such Recyclables when no reasonable commercial markets are accepting the material and permission is granted by MassDEP. In the event that no reasonable commercial markets are accepting the material, thus requiring the disposal of Recyclables, Contractor shall notify City.

6. PUBLIC EDUCATION AND OUTREACH

The parties acknowledge that maintenance of the quality of the Single Stream Materials is a requirement of this Agreement, subject to the provisions herein. City shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of Single Stream Materials. Contractor shall provide reasonable assistance to City in such efforts.

7. EFFECT OF MATERIAL CHANGE AFFECTING AGREEMENT

In the event that a change in Applicable Law or a material change in market conditions occurs, including but not limited to lack of commercially reasonable market availability for processed Recyclables, changes in market specifications affecting the salability of processed Recyclables, changes affecting the recyclability or marketability of Recyclables, changes in the quantity, quality or composition of the Recyclables or Single Stream Materials, (each a "Material Change"), has the effect of materially altering the terms of this Agreement, or preventing or precluding compliance with one or more provisions of this Agreement, or preventing, precluding or substantially affecting the benefit(s) bargained for under this Agreement, including profits of Contractor, this Agreement shall be modified or suspended as may be necessary to comply with, ameliorate, or prevent the detrimental effects on the Agreement of, such Material Change. A Party detrimentally affected by a Material Change shall so notify the other Party and request amendment to this Agreement accordingly, and the Parties shall engage in good faith negotiations for a period of three (3) months after such request regarding such amendments of this Agreement that reflect the extent to which the provisions hereof have been, or should be, so modified or suspended. If a Material Change precludes or reduces any of Contractor's rates or other revenues, or otherwise increases costs to process single stream materials, then the Parties shall modify this Agreement in accordance with this provision in order that Contractor can achieve, on an ongoing basis, profits that existed immediately prior to the Material Change documented by Contractor and approved by the City. City's approval would not be unreasonably withheld.

Addendum A SPECIFICATIONS

RECYCLABLES shall be dry, loose, not bagged, and include the following:

Paper Copier, office, loose leaf, construction & kraft paper Envelopes (with or without plastic windows) Flyers, magazines & newspapers Soft cover & phone books Plates (clean)	Other Fiber Products Corrugated cardboard Boxboard, coffee cup trays & egg cartons Pizza boxes (grease accepted / emptied of food) Paper towel & toilet paper rolls
Plastic* tubs, jugs, jars and lids Bottles (beverage, food, detergent, vitamin & other) Containers (deli, fruit & clam shell) Egg cartons	Metal Aluminum beverage cans, baking trays, pie plates & foil Steel / tin food cans
	Glass Bottles (beverage, wine & other) Jars

*As of the time of this Contract only plastic items listed in this table numbered 1,2 & 5 are considered recyclable. Unnumbered plastics or plastics labeled with numbers other than 1,2 & 5 will be considered residue.

Recyclables may be added or deleted upon mutual consent of the Parties.

RECYCLABLES do not include the following:

Bagged Material (even if it is otherwise recyclable) Black plastic (e.g. take out trays) Bulky plastics (chairs, toys, buckets, storage containers) Clothing, bedding & other textiles Compostable food containers, cups & utensils Cup (colored plastic) Dishes, ceramics & porcelain Expanded polystyrene foam Flexible packaging and multi-laminated materials Flower pots & garden plastics Food & beverage cartons / aseptic containers Food waste Food wrappers Glass cookware, microwave trays, & Pyrex Hard Cover Books Hot and cold paper beverage cups Light bulbs Metal pots, pans, hangers, toasters & other scrap metal Napkins, paper towels, tissues & soiled paper plates Plastic bags, plastic films, or plastic wraps	Plastic Prescription Medication Bottle Plastic utensils Shredded Paper Single brew coffee cups String & twine Unnumbered plastics & polystyrene Window glass, auto glass & mirror glass
	Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension
	Wet fiber and/or fiber that contains or has been contaminated with food debris
	Excluded Materials including but not limited to Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.

DELIVERY SPECIFICATIONS:

Single Stream Materials delivered by or on behalf of City may not contain more than 10% Non-Recyclables or any Excluded Materials. In the event a load of Single Stream Materials does not meet Specifications, the load may be rejected and/or City may be charged additional processing, return or disposal costs, including Excess Contamination Charges as set forth on Addendum B.

Addendum B
BLENDED VALUE/CHARGES

1. VALUE SHARE

Where the Blended Value is greater than the Contractor Fee, City's value share is 60% of the difference between the Blended Value and the Contractor Fee. When the Blended Value is less than the Contractor Fee, City shall pay Contractor the difference between the Contractor Fee and the Blended Value.

2. CHARGES

- (a) The initial Contractor Fee is **\$140.00** per delivered ton.
- (b) The initial Residue Fee is **\$100.00** per delivered ton.
- (c) The initial Glass Fee is **\$70** per delivered ton.
- (d) The Contractor Fee, Residue Fee and Glass Fee shall increase each July 1, starting July 1, 2025, at the same percentage rate as the percentage increase in the Consumer Price Index Water Sewer Trash Index (CPI_WST) from January of the same year versus CPI_WST from January of the year prior; provided that the rate of increase for any given year shall neither be less than 4% nor greater than 6%.

3. BLENDED VALUE

To calculate the Blended Value per ton of the Single Stream,

- (a) The percentage of each Recyclable and Residue component set forth below contained in the Single Stream Materials as established and revised from time-to-time by the plant-wide composition, is multiplied by current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.

City acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly based upon indices aggregated by recyclingmarkets.net, as specified below:

- "SFP" means the higher of the prices issued by *Secondary Fiber Pricing* for the Northeast USA/ Maritimes Region, first dated price each month, retroactive to the first of the month.
- "SMP" means the higher of the prices issued by *Secondary Materials Pricing*, for the New York Region, first dated price each month, retroactive to the first of the month.
- If SFP or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Contractor may use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below.
- Notwithstanding anything to the contrary contained herein, if Contractor determines prior to the 10th of the month, that the anticipated Actual Value for any commodity will be more than 10% lower than the index published for such commodity that month, due to market conditions, Contractor may substitute the anticipated Actual Value as established on or about the 10th of the month for the index value that month.
- "Actual Value" means the average price paid to or charged the Designated Facility during the month of delivery of the Single Stream Materials, minus any freight, customs charges, duties, or other charges paid to third parties for such sales.
- City shall pay Contractor contamination fees charged by the Designated Facility provided the Contractor provides documentation of the contamination fees.
- The initial composition of the City's Recyclables shall be presumed to be as set forth below.
The composition of City's Recyclables may be adjusted from time to time based on the overall composition of recyclables processed at the Designated Facility. However, the residue rate specific to City will remain fixed at 10% when calculating the Blended Value.

Material Component	Commodity Valuation Source	Composition %
OCC (Cardboard)	PPI OCC #11	19.90%
Mixed Paper (All other paper)	PPI Mixed Paper #54	40.46%
Aluminum Beverage Cans	SMP for Aluminum Cans (Loose, cents/lb. dropped off at RC)	0.98%
Steel/Tin Cans	SMP for Steel Cans (Sorted, baled, \$/ton picked up)	2.65%
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	3.07%
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	0.40%
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	1.55%
Tubs and Lids (Plastic #5)	SMP for Plastics PP Post Consumer (baled, cents/lb. picked up)	0.30%
Glass	Fixed (Subject to CPI)	20.70%
Residue	Residue Fee (Subject to CPI)	10.00%
Total		100.00%

4. EXCESSIVE CONTAMINATION

Rejected or Partially Rejected Load. Where it is determined at the time City's material is delivered to Designated Facility that Non-Recyclables comprise an excessive portion of the load, as determined by the Designated Facility, City shall be charged an excess contamination fee equal to the contamination charges the Designated Facility charged to the Contractor for those Non-Recyclables from the City. The volume or tonnage of Non-Recyclables will be documented by Contractor and communicated to the City.

Blended Value Table Example and Explanation

Revenue Share Calculation - Single Stream - July 2023 Commodity Values				
Commodity	Index *	Composition %	Market Value/Ton	Values
OCC (Cardboard)	PPI OCC #11	19.90%	\$ 55.00	\$ 10.94
Mixed Paper (All other paper)	PPI Mixed Paper #54	40.46%	\$ 15.00	\$ 6.07
Aluminum Beverage Cans	SMP for Aluminum Cans (Loose, cents/lb. dropped off at RC)	0.98%	\$ 1,400.00	\$ 13.72
Steel/Tin Cans	SMP for Steel Cans (Sorted, baled, \$/ton picked up)	2.65%	\$ 250.00	\$ 6.62
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	3.07%	\$ 200.00	\$ 6.14
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	0.40%	\$ 900.00	\$ 3.59
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	1.55%	\$ 220.00	\$ 3.41
Tubs and Lids (Plastic #5)	MP for Plastics PP Post Consumer (baled, cents/lb. picked up)	0.30%	\$ 180.00	\$ 0.54
Glass	Fixed (Subject to CPI)	20.70%	\$ (70.00)	\$ (14.49)
Residue	Residue Fee (Subject to CPI)	10.00%	\$ (100.00)	\$ (10.00)
Total/Blended Value		100.00%		\$ 26.54
MRF Processing Fee (Subject to CPI)				\$ 140.00
Net (Charge) / Rebate to City				\$ (113.46)
60% share above Fees				

- A. Commodity: Specifies the categories into which single stream recycling is sorted
- B. Index: Displays the method used to determine the value of the commodity using recyclingmarkets.net. This could be a published index or the actual price at which the material is sold
- C. Current Composition %: Displays the percentage of which a given commodity comprises the total amount of single stream at the Designated Facility.
- D. Market Value/Ton: Displays the dollar value for the commodity as published by recyclingmarkets net, in the current period (this is updated monthly)

- E. Values: Displays the value associated for that commodity, found in a single ton of Single Stream Recycling (calculated by multiplying the Current Composition % by the Market Value/ Ton)
- F. MRF Processing Fee: The cost for Contractor to process a single Ton of Single Stream Recycling
- G. Total/ Blended Value: the dollar value of the recyclables contained in a single ton of Single Stream Recycling (this is the sum of all of the above Values)
- H. Share Above Fees: this indicates the percentage of the rebate Contractor will share with City in the event that there is a net rebate. In this example, if there is a net rebate, it would be multiplied by 0.6 to determine the amount per ton rebated to City.
- I. Net Rebate / (Charge): equals the Total/ Blended Value minus the Processing fee. This is the rebate or (charge) City will pay per ton in a given month. Please note that charges will appear as negatives.

5. Contamination Audit Protocols: Contractor shall randomly remove an approximate 200 LB sample from eleven separate loads that have been collected from various routes and days throughout the City for the purpose of analyzing the percentage of acceptable recyclables from non-recyclables present in the sample. Sample will be hand sorted into two categories: acceptable recyclables and non-recyclables. The weights from all samples will be aggregated to arrive at the overall contamination percentage. In the event the Contractor desires to employ a different method to determine the percentage of contamination of the City's specific material, the City shall be notified in advance of the protocols and shall be allowed to approve the modification, which said approval shall not be unreasonably withheld.

EXHIBIT E

RESERVED

EXHIBIT F

BOND

EXHIBIT G

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE REPRODUCED
10/2/2023

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

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

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-360-3538		CONTACT NAME: _____ PHONE: _____ FAX: _____ ADDRESS: _____													
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF MASSACHUSETTS, INC. 16 PATRIOT PLACE FOXBORO MA 02035		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Indemnity Insurance Co of North America</td> <td>NAIC # 43575</td> </tr> <tr> <td>INSURER B: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER D: ACE Property and Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: Indemnity Insurance Co of North America	NAIC # 43575	INSURER B: ACE American Insurance Company	22667	INSURER C: ACE Fire Underwriters Insurance Company	20702	INSURER D: ACE Property and Casualty Insurance Company	20699	INSURER E:		INSURER F:	
INSURER A: Indemnity Insurance Co of North America	NAIC # 43575														
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INSURER C: ACE Fire Underwriters Insurance Company	20702														
INSURER D: ACE Property and Casualty Insurance Company	20699														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 19934003

REVISION NUMBER: XXXXXXXX

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

REL. LTR.	TYPE OF INSURANCE	CERT. SUBS. RSD. XXXD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU INCLUDED ☒ ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y	Y	HDO G72951924	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES/AUTOS/BOAT \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ MCS-90 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	MNT H23575398	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (All covered) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DND ☐ RETENTION	Y	Y	XEUG27929242 008	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 DND \$ XXXXXXXX
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY PARTIAL/EXECUTIVE OFFICER/EMPLOYEE EXCLUSION (Mandatory to list) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C70311094 (AOS) WLR C70311037 (AZ CA & MA) SCF C70311138 (WT)	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	☒ PER STATUTE ☐ OTHER E & L EACH ACCIDENT \$ 3,000,000 E & L DISEASE - EA EMPLOYEE \$ 3,000,000 E & L DISEASE - POLICY LIMIT \$ 3,000,000
B	EXCESS AUTO LIABILITY	Y	Y	XSA H25575350	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EMPLOYERS' LIABILITY) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

CANCELLATION

19934003 CITY OF MEDFORD COMMISSIONER OF PUBLIC WORKS 85 GEORGE P. HASSETT DR. ROOM 304 MEDFORD MA 02155	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2016/03)

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EXHIBIT H
PREVAILING WAGE RATE SCHEDULE



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

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

Prevailing Wage Rates

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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: City of Medford

Contract Number: 23-0067

City/Town: MEDFORD

Description of Work: Trash services

Job Location: City of Medford

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 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, the 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. The annual update requirement is not applicable to 27F "rental of equipment" contracts. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- 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 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 a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons 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 DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.
- Every contractor or subcontractor working on the construction project must 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. For a sample payroll reporting form go to <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.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Laborer / Driver	07/01/2023	\$32.75	\$14.31	\$0.00	\$0.00	\$47.06
<i>{Teamsters 25-Capitol & Allied Waste}</i>						

Additional Apprentice Information

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

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

All steps are six months (1000 hours)

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.

Exhibit I

Condo Service Included Under Current Contract

Service included under this Contract includes once per week collection of the containers at the locations listed below, unless a location is excluded by CITY.

	Name	Location	Trash		Recycling	
			Quantity	Container	Quantity	Container
1	Medford Apts	19 Emerson St	1	6YD	-	-
2	Bradlee House	21 Bradlee Rd	1	10YD	4	96 GAL
3	Medford-Condo	195 Salem St	-	-	1	96 GAL
4	Medford-Condo	142 Salem St	-	-	1	96 GAL
5	Curtis Condo	19 Paris St	1	4YD	-	-
6	Golden Court	4 Golden Ct	1	6YD	-	-
7	Harvard Ave	29 Harvard Ave	1	10YF	4	96 GAL
8	High St-Apts	422 High St	2	10YD	6	96 GAL
9	High St Condo	100 High St	1	8YD	10	96 GAL
10	Kingsgate	154 High St	1	6YD	2	96 GAL
11	Monterosa	289 Elm St	2	2YD	-	-
12	Mystic River Park*	3920 Mystic Valley Pkwy	1	30YD COMPACTOR	-	-
13	Old High School	48 Forest St	6	2YD COMPACTOR	20	96 GAL
14	Regal Condo	235 Winthrop St	1	10YD	2	96 GAL
15	Regency Condo	190 High St	2	2YD	10	96 GAL
	Regency Condo	190 High St	1	10YD	-	-
16	Riverview Condo	37 South St	1	4YD	-	-
17	Royal Rose Apts	1 Golden Ct	1	6YD	2	96 GAL
18	Saint Francis Condo	1 Saint Claire Rd	-	-	6	96 GAL
19	Salem St Condo	500 Salem St	1	10YD	10	96 GAL
20	Saxon Apts	25 Brooks Pk	-	-	1	96 GAL
21	Sherman Gardens	5 Ash St	1	2YD	1	96 GAL
22	Shipside Green	20 Ship Ave	1	10YD	1	10YD
	Shipside Green	20 Ship Ave	-	-	2	96 GAL
23	Skyline Condo*	100 Station Landing	6	2YD COMPACTOR	12	96 GAL
24	South Street Condo	24 South St	1	10YD	-	-
25	Sprague Condo	314 Riverside Ave	1	8YD	-	-
26	Towers Condo	50 Water St	1	10YD	5	96 GAL
27	Washington Condo	1 Washington St	1	6YD	8	96 GAL
28	Water St Apts	42 Water St	-	-	2	96 GAL
29	Wellington Condo	22 9th St	-	-	10	96 GAL
30	Washington Crossing	3 Washington St	2	2YD	-	-
31	Washington Manor	33 Washington St	1	8YD	5	96 GAL
32	Parkway Plaza South	30 Revere Beach Pkwy	1	10YD	14	96 GAL
33	Powderhouse Condos	616 Boston Ave	2	6YD	6	96 GAL

Note: Locations may Contract directly with CONTRACTOR for additional services in excess of the amounts set forth above. Any services provided by CONTRACTOR in excess of the above listed amounts will be serviced by the same trucks used to provide curbside service and shall be billed to location at rates not to exceed those set in Section F of Exhibit B.

PART II.A. SPECIFICATIONS FOR SCOPE OF WORK A

ARTICLE 1. DEFINITIONS

See ARTICLE 1. DEFINITIONS in PART I. CONTRACT

ARTICLE 2.

2.1 WORK

A. CONTRACTOR shall perform all the work and furnish all the vehicles, equipment, and labor for the collection and transporting of all Trash, Recyclables, Bulky Items, Televisions and Monitors, and White Goods collected within the city during the Term of this Contract ("the Work"), all in accordance with the relevant Specifications for Scope of Work A and this Contract (the "Work"). CONTRACTOR shall furnish all materials, supplies, tools, equipment, labor, and other services necessary for the performance of the Work, in a proper and thorough manner and to the satisfaction of CITY, whose decision as to matters pertaining to the fulfillment of this Contract shall be conclusive. CONTRACTOR shall not be obligated to provide services not specifically included herein including but not limited to RFP Scope of Work B Organics Collection and seasonal collection of Yard Trimmings.

2.2 SERVICE RECIPIENTS

A. CONTRACTOR will provide collection services to:

- (a) Resident and Resident-Like Service Recipients
 - i. Residential dwelling units in residential properties of 1-4 units (approximately 19,230 units)
 - ii. Houses of worship adhering to service levels described in 2.3.A and 2.3.D. (approximately 15 properties)
 - iii. CITY-approved commercial buildings up to 2500 square feet (approximately 70 properties)
 - iv. Residential Dwellings Units and Resident-Like Service Recipients resulting from new construction, subdivision of existing units, or otherwise recognized by the CITY after the Commencement Date. CITY shall notify CONTRACTOR in writing of any such additions or deletions upon their eligibility and CONTRACTOR shall deliver or remove Carts for Trash and Recyclables and shall invoice or rebate CITY according to the rates set in Exhibit B. The total number of units invoiced will be adjusted up or down based on the total net increase or decrease in units as reported by the CITY to the CONTRACTOR in its weekly Cart delivery / repair / removal report. CITY shall also corroborate the total net adjustment with other records available to it, for example, certificates of occupancy, certificates of demolition and assessor reports. CITY and CONTRACTOR shall review the

aforementioned reports and records together and agree on an adjusted unit count prior to the start of each fiscal year.

(b) Municipal Properties (15 properties)

i.

1 Department of Public Works	21 James St
2 Cemetery	230 Playstead Rd
3 Wrights Pond Bath House	150 Elm St
4 Public Library	111 High St
5 Fire Dept- Engine 2	26 Harvard Ave
6 Fire Dept- Engine 3	276 Salem St
7 Fire Dept- Engine 4	435 Riverside Ave
8 Fire Dept- Engine 5	0 Cor-Medford-M St
9 Fire Dept- Engine 6	0 Fulton St
10 Police HQ	100 Main St
11 Public Safety HQ	120 Main St
12 Brooks Estate	275 Grove St
13 Chevalier Auditorium	30 Forest St
14 City Hall	85 George P. Hassett Dr
15 Senior Center	101 Riverside Ave

2.3 COLLECTION OPERATIONS

A. CONTRACTOR shall provide automated cart-based curbside Trash collection to Resident and Resident-Like Service Recipients for Trash set out curbside by 7:00AM on designated collection days, with the exception of the Business Districts which may be serviced as early as 6:00 AM. One (1) 64-gallon Trash cart per residential dwelling unit and one (1) 64-gallon Trash cart per CITY-approved commercial building up to 2500 square feet will be collected. All Trash placed inside the cart and CITY-approved overflow bags will be collected and any Trash placed outside of the Cart or CITY-approved overflow bags will not be collected. Carts must not be overloaded or be loaded such that their weight exceeds the capability of CONTRACTOR'S equipment to lift the Cart. CITY-approved overflow bags must not exceed 50 lbs. Additional Trash carts will be made available from the CONTRACTOR for an additional fee at the request of any eligible Service Recipient at the rate set in Exhibit B. CONTRACTOR shall bill the eligible Service Recipient directly for additional Trash carts. Each month CITY shall provide CONTRACTOR with a report detailing the number of Overflow Bags distributed to retailers in and around the City and CONTRACTOR shall invoice CITY according to the rates set in Exhibit B. Collection shall be weekly and effective July 1, 2026 the CITY shall have the option to change the Collection frequency to every other week with six (6) months' written notice to CONTRACTOR.

B. CONTRACTOR shall provide Trash collection to Municipal Properties on designated collection days in a Dumpster or Cart. CONTRACTOR and City

Representative shall determine any changes to existing designated collection days and level of service. Services will be provided at the rates set in Exhibit B.

C. CONTRACTOR shall provide Trash and Recycling collection to Medford Housing Authority locations. Medford Housing Authority may elect to have Trash and/or Recyclables collected in Carts or Dumpsters. At the CITY's discretion, CONTRACTOR will invoice either the CITY or Medford Housing Authority directly for Collection services performed at Medford Housing Authority locations according to the rates set in Exhibit B. CITY may elect to discontinue Collections at Medford Housing Authority locations at any time.

D. CONTRACTOR shall collaborate with the CITY in transitioning the Business Districts to containerized services (i.e., Cart or Dumpster service). If business district areas are in transition to containerized Trash collection at the Commencement Date, CONTRACTOR shall provide manual collection of Trash set out in Overflow Bags until the start of containerized service paid for by the CITY for up to the first two (2) years of this Contract. Services in the business district areas will be provided at the rates set in Exhibit B. Overflow Bag collection will continue on the collection schedule that precedes this Contract. More information about the transition of Business Districts is in Section 3.8.A.4.

E. CONTRACTOR shall provide automated cart-based curbside Recycling collection to Resident and Resident-Like Service Recipients for Recyclables set out curbside by 7:00AM on a designated collection day, with the exception of the Business Districts which may be serviced as early as 6:00 AM. One (1) 96-gallon Recycling cart per residential dwelling unit and one (1) 96-gallon Recycling cart per CITY-approved commercial building up to 2500 square feet will be collected. All Recyclables placed inside the cart shall be collected and Recyclables placed outside the cart shall not be collected. Carts must not be overloaded or be loaded such that their weight exceeds the capability of CONTRACTOR'S equipment to lift the Cart. Additional Recycling carts will be made available from the CONTRACTOR for an additional fee at the request of any eligible Service Recipient at the rate set in Exhibit B. CONTRACTOR shall bill the eligible Service Recipient directly for additional Recycling carts. Collection shall be every other week.

F. CONTRACTOR shall provide Recycling collection on a designated collection day to Municipal Properties in a Dumpster or Cart. CONTRACTOR and CITY shall determine any changes to existing designated collection days and level of service. Services will be provided at the rates set in Exhibit B.

G. CONTRACTOR shall provide appointment-based collection of Bulky Items for disposal at least every other week to Resident and Resident-Like Service Recipients. It shall be the responsibility of the Service Recipient to contact the CONTRACTOR directly to make a collection appointment for disposal of bulky items. CONTRACTOR shall collect payment from the Service Recipient at the time the collection appointment is made at the rates indicated in Exhibit B. CITY may elect to subsidize the Bulky Item

Collection fee for eligible Residents, whereby the CONTRACTOR will charge the Service Recipient a portion of the rate with the balance of the fee charged to the CITY. The amount of the subsidy (if any) will be determined by the CITY.

H. CONTRACTOR shall provide appointment-based collection of Televisions, Monitors, and White Goods at least one time a month to Resident and Resident-Like Service Recipients. It shall be the responsibility of the Service Recipient to call the CONTRACTOR directly to make a collection appointment. CONTRACTOR shall collect payment from the Service Recipient at the time the collection appointment is made at the rate per item indicated in Exhibit B.

I. CONTRACTOR shall provide receptacles for CITY's Department of Public Works (DPW). Receptacles shall include one (1) trash compactor of size to be determined and one (1) 30-yard bulky items open top Dumpster. CONTRACTOR will be responsible for hauling compactor receptacles to disposal and processing facilities designated by the CITY and CITY will be responsible for all hauling, rental, disposal and processing charges at the prices indicated in Exhibit B. Hauling shall also include CITY-owned 35-yd recycling compactor.

J. If Dumpster and/or Roll Off services are requested by the entities listed below, CONTRACTOR shall provide collection services using the rates for Commercial Collection Services set in Exhibit B that apply to Municipal Properties at the Commencement Date. These entities shall be billed directly by CONTRACTOR:

i. All K-12 schools (9 properties)

1 Andrews Middle	3000 Mystic Valley Pkwy
2 Brooks Elementary	388 High St
3 Curtis-Tufts High School	437 Main St
4 McGlynn Elementary/Middle	3002 Mystic-Valley Pkwy
5 Medford High School	489 Winthrop St
6 Missituk Elementary	37 Hicks Ave
7 Roberts Elementary	35 Court St
8 St Joseph's School	132 High St
9 St Raphael Parish School	516 High St

ii. Medford Housing Authority (4 properties)

1 Willis Avenue Development 28 4 and 6-unit buildings	Bonner Ave, Congress Ave, Exchange Ave, and Willis Ave
2 La Prise Village - 26 4 and 6- unit buildings	Riverside Ave, Foster Court, Lightguard Dr, and Rockwell Ave
3 Walkling Court 10 buildings	1-20 Walkling Ct
4 Doherty Apartments 1 building	92-94 Fellsway W

2.4 WEIGHING OF VEHICLES

A. All vehicles assigned to collect carts from Resident and Resident-Like Service

Recipients pursuant to this Contract shall begin their routes empty and shall pick up no other wastes under Contract with other municipalities or private contracts in other municipalities. Violation of this requirement will be considered a material breach of this Contract entitling CITY to cancel this Contract and to call upon the Performance Bond under the Contract to cover any additional costs incurred in contracting with and employing substitute CONTRACTOR(s).

B. CITY has the right to inspect or require the weighing of vehicles used for collection of carts from Resident and Resident-Like Service Recipients under this Contract at the beginning of the vehicle's route to ensure the vehicle is beginning the route empty. Cost of weighing shall be paid by CITY and weighing location must be within 5 miles of Medford City Hall. Cost will not exceed \$50 per vehicle.

2.5 TRASH COLLECTION AND DISPOSAL

A. Collection of Trash

- (a) CONTRACTOR shall provide Trash collection as well as transportation of Trash from all eligible Service Recipients properly placed in Trash Receptacles.
- (b) Trash collected from any Resident or Residential Like Service Recipient within CITY must be collected separately from that of other sources in any other cities, towns, and municipalities and must not be combined with the Trash from other sources under any circumstances.
- (c) Collection Limits – Under this Contract, CONTRACTOR shall collect Trash only in amounts that comply with limitations set by CITY. The CONTRACTOR shall only collect from Resident and Resident-Like Service Recipients in Trash Receptacles at the limitations described in Section 2.3.A.
- (d) Set Out Procedure – CONTRACTOR shall collect from Resident and Resident-Like Service Recipients Trash properly placed at the curb in a Trash Receptacle as described in Section 2.3.A.

B. Disposal of Trash

- (a) The Designated Facility for CITY's Trash is: Wheelabrator Technologies, Saugus, Massachusetts.
- (b) Weight Slips CONTRACTOR shall obtain weight slips (physical or electronic) for each load of CITY's Trash and submit them monthly to CITY.

- (c) Rejected Loads – In the event a load of CITY's Trash is rejected by Designated Facility, CONTRACTOR shall immediately notify City Representative, adhere to the Designated Facility's load rejection procedures, and cooperate with City Representative to resolve the matter.
- (d) Change of Facility – CITY and CONTRACTOR may mutually agree to change the Designated Facility for CITY's Trash during the term of the Contract. CITY acknowledges that alternative sites may increase CONTRACTOR transportation costs and will negotiate in good faith an equitable adjustment in rates if requested by CONTRACTOR.

2.6 RECYCLING COLLECTION AND PROCESSING

A. Collection of Recyclables

- (a) CONTRACTOR shall provide single stream collection as well as transportation of materials that conform to guidance outlined within Recycle Smart MA <https://recyclesmartma.org/smart-recycling-guide/> and the specifications set forth in Exhibit D from all eligible Service Recipients properly placed in Recycling Receptacles.
- (b) Recyclables collected from any Resident or Residential Like Service Recipient within CITY must be collected separately from that of other sources in any other cities, towns, and municipalities and must not be combined with the Recyclables from other sources under any circumstances.
- (c) Recycling Receptacles – CITY understands that most Resident and Resident-Like Service Recipients currently have 96-gallon recycling Carts. CONTRACTOR shall provide similar Carts for eligible service recipients that do not have Carts.
- (d) Collection Limits – Under this Contract, CONTRACTOR shall collect Recyclables only in amounts that comply with limitations set by CITY. The CONTRACTOR shall only collect from Resident and Resident-Like Service Recipients in Recycling Receptacles at the limitations described in Section 2.3.D.
- (e) Set Out Procedure – CONTRACTOR shall collect from Resident and Resident-Like Service Recipients Recyclables properly placed at the curb in a Recycling Receptacle as described in Section 2.3.D. Recyclables not placed in a Recycling Receptacle will not be collected.

Failure to collect materials properly set out for Recycling as Recyclables or placing Recyclable material in a vehicle designated for the collection of Trash shall be deemed to be non-performance, which may, at City

Representative's sole discretion, result in the CITY exercising its right to impose liquidated damages as set forth in this Contract and, in the event such events occur in a persistent and willful fashion, City Representative may terminate this Contract after notice of failure to perform, in accordance with the Contract provisions.

- (f) Procedures for Non-Collection – CONTRACTOR shall not collect improperly set out Recyclables, including Recyclable Receptacles in which CONTRACTOR observes visible Contaminants in conformance with Recyclesmartma.org (www.RecycleSmartMA.org).

CONTRACTOR shall: affix a printed non-collection notice to the set out stating the reasons for non-collection; take a picture; and shall provide City Representative with notification of any non-collected Recyclables by 5PM on the day of the collection day, including the address and reason for non-collection.

CONTRACTOR must maintain an adequate inventory of non-collection notices for improperly set out materials, and such notices shall be submitted to City Representative for approval thirty (30) days prior to the Commencement Date and no later than June 1st of any subsequent year in which there are changes in the Recyclable services requiring changes to the non-collection notice.

- (g) Disposal Prohibition – CONTRACTOR certifies to CITY that all Recyclables collected under this Contract are in fact delivered to a properly permitted Materials Recovery Facility (MRF), broker, or end user. CONTRACTOR is prohibited from disposing (as Trash) Recyclables collected under this Contract, except as provided for in Exhibit D.

B. Receipt and Processing of Recyclables

- (a) Specifications are set forth in Exhibit D
- (b) The Designated Materials Recovery Facility (MRF) for CITY's Recyclables is: Casella, Charlestown, Ma.

2.7 LOCATION FOR COLLECTION CARTS AND OVERFLOW BAGS

A. Each Cart from Resident and Resident-Like Service Recipients shall be placed at Curbside for collection. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts and any Overflow Bags shall be placed as close as practicable to an access point for the collection vehicle. CONTRACTOR may decline to collect any set out not placed in accordance with these requirements and will provide list of addresses to City Representative each day and the reason for non-collection.

2.8 CART DELIVERY AND MAINTENANCE

A. Carts have previously been provided to adequately service the municipal collection program through automated collection for trash and recyclables. CONTRACTOR will be responsible for delivery of new Carts as needed and normal routine maintenance of the Carts. New Carts and replacement parts shall be of comparable quality to what has previously been provided. New Carts shall be equipped with RFID tags. CONTRACTOR agrees that in the event that Cart damage or Cart loss reported to CONTRACTOR is proven to be at fault of CONTRACTOR, CONTRACTOR shall replace the Cart at no charge to CITY. CONTRACTOR will not be responsible for the replacement cost of lost or stolen Carts, Carts damaged due to citizen neglect or normal wear and tear; however, CITY may request CONTRACTOR to replace such carts for rates set in Exhibit B.

B. CONTRACTOR will be responsible to repair and replace damaged Carts or wheels. This will be done at least once per week, so Service Recipients do not have a Cart that is unusable. CONTRACTOR shall furnish suitable replacement parts to repair or replace wheels or lids. In the case that the Cart is damaged and can no longer be used CONTRACTOR shall replace the Cart, remove the old Cart, appropriately dispose of all material in the Cart, and recycle the damaged Cart when practical. CONTRACTOR shall provide a call center to accept Service Recipients calls for repair or replacement of Trash and Recyclables Carts.

2.9 CONTAINER REQUIREMENTS

A. If containers are required for the provision of services, CONTRACTOR shall provide and maintain in good and safely operable condition Dumpsters and/or Roll Offs to Municipal Service Recipients. Containers shall be designed and constructed to be aesthetically pleasing, durable, watertight as to prevent the leakage of liquids, and may be required to meet specifications including but not limited to rodent-resistant to the fullest intent of the reputable commercial manufacturer of said container. Contractor shall inspect Containers for damage and/or deterioration on a regular basis. Any Container showing signs of damage and/or deterioration shall be replaced within fourteen (14) business days. City Representative or designee reserves the right to refuse any Containers used within the Medford city limits that do not meet aesthetic or operational standards. Containers may be front load, side load, rear load, or Roll Off styles as determined by CONTRACTOR and Customer to best suit the conditions at each property.

ARTICLE 3.

3.1 COLLECTION STANDARDS

A. Handling of Receptacles CONTRACTOR shall carefully handle all Receptacles. Receptacles shall be thoroughly emptied. Empty Receptacles shall be returned to the approximate location where placed by the Service Recipient with any attached lids open.

Receptacles shall not be placed in driveways, in front of mailboxes, in the right of way, or in any other way that interferes with traffic or mail delivery service. Receptacles shall not be bent, thrown, or otherwise abused. Any type of Receptacle found in an Enclosure of any kind shall be returned upright.

B. Prohibition of Mixed Loads – CONTRACTOR shall handle Trash and Recyclables separately at all times during collection and delivery to Designated Facilities.

C. Dedicated Collection CONTRACTOR shall not commingle Trash or Recyclables collected under this Contract to be billed to CITY with any materials from any source not intended to be billed to the City, with the exception of Trash and Recyclables collected in Carts from Schools, Business Districts, and Medford Housing Authority and the exception of Dumpsters and/or Carts from Condos specified by City Representative. CITY may elect to discontinue these exceptions at any time through a written notification from City Representative to CONTRACTOR. CONTRACTOR shall make collection vehicles, vehicle daily reports, weigh slips, and other documentation as needed to document compliance with this requirement available to City Representative immediately upon request.

D. Litter and Spills – CONTRACTOR shall prevent litter and spills during the collection and transport of materials. All collected materials shall be contained fully within the body of the collection vehicle, except during the loading of materials. Hoppers on all collection vehicles shall be cleared frequently to minimize potential for litter and spills. CONTRACTOR shall immediately clean up and repair any damage, at its own expense, caused by litter or spills that occurs during collection and transport of materials to the satisfaction of City Representative.

E. Missed Collections – If City Representative or Service Recipient notifies CONTRACTOR that CONTRACTOR failed to provide collection service (missed collection), CONTRACTOR shall return to the Service Recipient by 6:00 p.m. the following day and collect all Trash and Recyclables placed out for collection. CONTRACTOR shall report all missed collections as a complaint as part of its monthly report.

Failure to collect materials properly set out shall be deemed to be non-performance, which may, at City Representative's sole discretion, result in the CITY exercising its right to impose liquidated damages as set forth in this Contract and, in the event such events occur in a persistent and willful fashion, CITY may terminate this Contract after notice of failure to perform, in accordance with the Contract provisions.

F. Special Needs Service – CONTRACTOR shall provide special collection service to disabled Service Recipients at no additional cost to CITY. The collection point shall be mutually acceptable to the Service Recipient and CONTRACTOR. City Representative shall maintain the list of Service Recipients eligible for this service. No services named under this section shall be rendered until a waiver releasing

CONTRACTOR from all liability to complete said services on private property has been completed by the CITY and/or the Service Recipient.

3.2 COLLECTION VEHICLE STANDARDS

A. Vehicle Age – CONTRACTOR's collection vehicles used to provide Contracted Services shall be in good working order and be of size and type that is approved by CITY. CONTRACTOR shall provide CITY with a list of the vehicles and their Vehicle Identification Number (VIN). No single frontline vehicle shall exceed a maximum age of ten (10) years; no single reserve vehicle shall exceed a maximum age of twelve (12) years. CONTRACTOR's collection vehicles used to provide Contracted Services shall be maintained with the most up-to-date pollution control devices.

B. Vehicle Identification - CONTRACTOR shall provide to City Representative, and maintain throughout the term of the Contract, an up-to-date list of all vehicles including year, make and model, vehicle identification number (VIN), and vehicle number.

C. Enclosed and Watertight Vehicles – All of CONTRACTOR's collection vehicles shall have an enclosed compartment(s) for collected materials with waterproof seals and watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the compartment(s) during loading and transport operations.

D. Inspection – CITY shall have the right at any time to inspect the services, material, and delivered supply of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR. Whenever requested, CONTRACTOR shall immediately furnish to the CITY full and complete written reports of its operation under this Contract in such detail and with such information as the CITY may request.

E. Reserve Vehicles - CONTRACTOR shall have sufficient reserve vehicles, of similar size and capacity to frontline vehicles, available to complete daily scheduled Contracted Services. Reserve vehicles shall be available to replace frontline vehicles when out of service or unanticipated delays prevent frontline vehicles from completing the Contracted Services within the established hours of collection. Reserve vehicles shall be ready to go into service within two (2) hours of any breakdown or delay.

F. Ancillary Equipment in Vehicles – All vehicles used to provide Contracted shall be equipped at all times with:

1. All safety supplies, equipment, and first aid required by Applicable Laws.
2. A fire extinguisher.
3. A heavy-duty broom, a rake, and a large dustpan.
4. A spill response kit.
5. An audible back-up warning device.
6. Back-up cameras on vehicles with limited rear view.

G. Global positioning system (GPS) and Routing Software – All vehicles used to provide Contracted Services shall be equipped with a GPS locator system and CONTRACTOR shall utilize an office-based routing software system capable of monitoring the vehicles' movements for customer service and operational improvement processes. Upon request, CONTRACTOR shall promptly provide its GPS logs to City Representative.

H. Cameras – All vehicles used to provide contracted services shall be equipped with cameras capable of capturing still or video imagery of Service Recipients' locations for the purposes of confirming service, confirming that Receptacles were set out properly, and confirming the presence of visually discoverable items which do not conform to the collection program as set forth herein or as later determined by both City Representative and CONTRACTOR.

I. Maintenance and Cleaning – CONTRACTOR shall monitor, maintain, and repair its vehicles, at a minimum, in compliance with the manufacturer's recommendations. Oil/hydraulic systems and waterproof seals/enclosures shall be kept in good condition at all times to prevent spills and leaks. All vehicles used for the Contracted Services shall be washed and sanitized at least once weekly.

J. Vehicle Emissions – All vehicles must meet Massachusetts standards for vehicle emissions. CONTRACTOR shall submit annual Vehicle Inspection Reports from the Commonwealth of Massachusetts Motor Vehicle Inspection and Maintenance Program for all frontline and reserve vehicles used for the provision of Contracted Services.

K. Vehicle Marking and Identification – All vehicles used for the Contracted Services shall:

1. Be painted a uniform color
2. Clearly display the CONTRACTOR's logo, name, telephone number, and vehicle identification number

L. Alternative Fuels and Hybrid Drive Technology – CITY encourages the use of alternative fuels and/or hybrid drive (electric/diesel) technology in collection service vehicles. CITY also prefers the use of environmentally preferable hydraulic fluid in service vehicles, which can be found on state contract VEH96.

3.3 PERSONNEL

A. Contract Manager and Operations Manager – At least two hundred seventy (270) days prior to the Commencement Date and throughout the term of the Contract, CONTRACTOR shall provide CITY with the name, title, and contact information for the Contract Manager and one (1) or more Operations Managers. The Contract Manager shall be the official point of contact on behalf of the CONTRACTOR for all technical and administrative matters pertaining to the Contracted Services. The Operations

Manager(s) shall oversee the CONTRACTOR's day-to-day operations and Contracted Services under the Contract.

B. Licenses and Training - At all times when operating vehicles to provide the Contracted Services, employees shall carry a valid Massachusetts license to operate the type of vehicle being operated. Employees shall be qualified and appropriately trained for the tasks assigned to them and to ensure compliance with the requirements of the Contract and all Applicable Law. CITY has the right to review CONTRACTOR's training records.

C. Quality and Conduct of Personnel - CONTRACTOR shall use competent and qualified personnel to provide the Contracted Services meeting all non-discrimination and OSHA standards. CONTRACTOR shall perform a pre-employment background screening and maintain records for inspection upon request by the Municipality. All of CONTRACTOR's personnel shall maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request, or receive gratuities of any kind.

D. Uniforms and Personal Protective Equipment - CONTRACTOR shall furnish all personnel (whether full-time, temporary, or contracted) with a uniform identifying them as working for CONTRACTOR. The uniform need not be a complete set of clothing but must be sufficient to ensure easy identification. Personnel are required to wear the uniform at all times while on duty. All collection personnel must wear, at a minimum, a reflective safety vest with the name of the company affixed. Other PPE may be needed as required. Regardless of uniform, shirts must be worn at all times. CITY reserves the right to approve the uniform furnished by CONTRACTOR.

E. Approval of Personnel - CITY reserves the right to disapprove and request replacement of any of CONTRACTOR's personnel assigned to CITY's work, including the designated Contract Manager or Operations Manager. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to the Contract Manager. Notwithstanding the foregoing, CONTRACTOR shall not be required to take any action with regard to CONTRACTOR's personnel that would violate any Applicable Law.

3.4 SAFETY

A. Safety Plan and Safety Manager - CONTRACTOR shall develop, implement, and comply with a safety plan for all of its operations under the Contract. The safety plan shall comply with all Applicable Laws for solid waste collection operations and equipment. A copy of the safety plan shall be provided to City Representative upon request. CONTRACTOR shall appoint an employee who is qualified and authorized, as defined by ANSI and OSHA, to supervise and enforce safety compliance.

B. Safety Training - CONTRACTOR shall provide routine safety training to all employees in compliance with all Applicable Laws. Documentation of

CONTRACTOR's training programs shall be provided to City Representative upon request.

C. Medical Response Procedure – A written procedure shall be established for the immediate removal to a hospital or a doctor's care of any employee or other person that is injured and requires medical assistance during the execution of the Contract. Any injury sustained by a CONTRACTOR employee while on the job, including OSHA recordable injuries, shall be reported to City Representative immediately.

3.5 OFFICE AND WEBSITE REQUIREMENTS

A. Office Requirements – CONTRACTOR shall maintain an office within one hundred (100) miles to handle operations and customer services which shall remain open for business at a minimum from 8 a.m. to 5 p.m. on Monday to Friday each week. The office shall be equipped with adequate and appropriate personnel and equipment to document and timely respond to all inquiries, issues, and complaints. Office staff shall be familiar with CITY, the Contracted Services, and CONTRACTOR's obligations under the Contract. CONTRACTOR shall provide an email service during non-office hours to receive and log Service Recipient communications. CONTRACTOR shall provide and maintain a voice communication system to allow immediate communication between the Contract Manager, the Operations Manager(s), and all collection vehicles.

B. Website Requirements – CONTRACTOR shall establish and maintain a website that is publicly available 24/7 with information specific to CITY and Contracted Services where Service Recipients can easily obtain information about collection services, address-specific collection schedule information, material preparation requirements, links to Recycle Smart MA and other MassDEP resources, and other relevant service information. The website shall provide Service Recipients the ability to easily submit service requests, inquiries, and complaints.

C. Contract Manager Contact – City Representative shall be able to directly contact the Contract Manager via mobile device at any time.

3.6 CUSTOMER SERVICE

A. General Provisions – CONTRACTOR shall be responsible for providing customer service functions relating to delivery of Contracted Services including informing Service Recipients of potential service levels and changes, receiving and resolving Service Recipient complaints, scheduling, taking payment for, and dispatching special collections, and referring questions as necessary to CITY. CONTRACTOR shall answer all incoming calls and respond to all internet inquiries promptly and courteously. When calling CONTRACTOR's customer service telephone number, Service Recipients should be able to talk directly with a customer service representative. When contacting CONTRACTOR through its website, Service Recipients should be able to obtain service information, schedule Television and Monitors/White Goods collection appointments,

pay fees for Televisions and Monitors/White Goods collection, and send an email to a customer service representative.

B. Response Time During office hours, CONTRACTOR shall respond to all Service Recipient inquiries whether received via telephone or internet within sixty (60) minutes. During non-office hours, CONTRACTOR shall respond to all Service Recipient inquiries by 10 a.m. the following business day.

C. Handling of Complaints – CONTRACTOR shall maintain a computerized daily log of all complaints including date, time, complainant's name and address, nature of the complaint, and the date and manner of resolution. CONTRACTOR shall take whatever steps are necessary to remedy the cause of a complaint within forty-eight (48) hours after receiving a complaint from the Service Recipient or City Representative. CONTRACTOR may request, and City Representative may grant, additional time to remedy a complaint when necessary.

D. Dispute Resolution Process for Service Recipients – CONTRACTOR shall promptly notify City Representative whenever assistance is needed to resolve a dispute between a Service Recipient and CONTRACTOR, including but not limited to, disputes concerning the proper interpretation and implementation of the Contracted Services. CONTRACTOR shall notify City Representative about any disputes with a Service Recipient that CONTRACTOR has not been able to resolve within forty-eight (48) hours after receiving the complaint. City Representative shall promptly evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters. City Representative shall notify CONTRACTOR and the Service Recipient in writing concerning City Representative's decision about the disputed issue(s).

3.7 RECORDS AND REPORTING

A. General – CONTRACTOR shall provide monthly and annual reports to City Representative in a format approved by City Representative. In addition, CONTRACTOR shall allow City Representative access to records and pertinent operations information utilized for reporting to CITY and related to compliance with obligations defined in the Contract. CONTRACTOR shall retain all records and reporting related to the Contracted Services for at least ten (10) years.

B. Route Maps and Schedule – CONTRACTOR shall maintain up to date collection route maps and schedules for the Contracted Services which shall be readily available for review by City Representative and provided to City Representative annually.

C. Daily Route and Missed Collection Reporting – Each day Contracted Services are provided, CONTRACTOR shall send an email to City Representative verifying whether that day's collection routes were completed and listing any missed collections. The email shall state whether the scheduled routes are complete or not complete.

D. Daily Records – CONTRACTOR shall maintain daily records detailing the information provided on each weigh slip for loads of Trash and Recyclables and the information required to document the evaluation and disposition of each load subjected to rejection procedures. Daily records shall be immediately available to City Representative upon request.

E. Complaints Reporting By 4 p.m. on each day Contracted Services are provided, CONTRACTOR shall send an email to City Representative detailing all complaints received that day, if any were received, including complainant's name and address, nature of the complaint, and the status of its resolution.

F. Monthly Reports – CONTRACTOR shall submit to City Representative a monthly report as documentation to support CONTRACTOR's monthly invoice. The monthly report shall contain:

1. Documentation of collection activities, including daily and total monthly numbers of routes completed and not completed, missed collections, complaints, litter and spill incidents, Television and Monitors collections, White Goods collections, and vehicle accidents and traffic infractions.
2. Documentation of daily and total monthly number of loads and tons/units delivered to Designated Facilities for Trash, Recyclables, Television and Monitors, and White Goods.
3. Documentation of the number and total monthly tons of rejected loads for Trash, Recyclables, Television and Monitors, and White Goods.
4. Documentation of gallons of fuel consumed during collection activities.
5. Description of any changes to collection routes, Receptacles, vehicles, customer service, or other related activities affecting the provision of Contracted Services.
6. Calculation of Collection Service fee(s) charged to CITY in accordance with this Contract for Trash, Recyclables, Television and Monitors, and White Goods.
7. Calculation of Disposal fees in accordance with this Contract.
8. Calculation of the Recycling Processing Fee, AMV, and Revenue Share in accordance with this Contract.
9. Calculation of the total payment for Recyclables due to CITY or to CONTRACTOR determined in accordance with this Contract.
10. Calculation of fuel fees in accordance with this Contract.
11. Calculation of administrative charges, interest on overdue payments, or prorations determined in accordance with this Contract.
12. Other information reasonably requested by City Representative.

G. Contamination Audit Reports – CONTRACTOR shall conduct Contamination Audits pursuant to Exhibit D Section 2.c. CONTRACTOR shall submit to City Representative a written report within thirty (30) calendar days of completion of each Contamination Audit.

H. Annual Reports – CONTRACTOR shall submit to City Representative an annual report for the previous calendar year on or before February 1. The annual report shall contain:

1. Documentation of monthly and annual numbers of routes completed and not completed, missed collections, complaints, litter and spill incidents, Television and Monitors collections, White Goods collections, and vehicle accidents and traffic infractions.
2. Documentation of monthly and annual number of loads and tons delivered to Designated Facilities for Trash, Recyclables, Television and Monitors, and White Goods.
3. Documentation of the number and annual tons of rejected loads for Trash, Recyclables, Television and Monitors, and White Goods.
4. Documentation of monthly blended recycling commodity values.
5. An inventory of current collection frontline vehicles.
6. Vehicle Inspection Reports from the Commonwealth of Massachusetts Motor Vehicle Inspection and Maintenance Program for all frontline and reserve vehicles used for the provision of Contracted Services.
7. Documentation of innovations discussed with CITY or implemented within the last year.
8. Other information reasonably requested by City Representative.

3.8 TRANSITION AND IMPLEMENTATION

A. Transition and Implementation Plan – Prior to the Commencement Date, CONTRACTOR shall work with City Representative to develop and complete a mutually agreed-to Transition and Implementation plan no later than seventy-five (75) days prior to the Commencement Date. CONTRACTOR shall provide a draft Transition and Implementation Plan no later than ninety (90) days prior to the Commencement Date, including, but not necessarily limited to, the following:

1. Route Maps and Schedule: Identify collection routes and the schedule for collecting Trash and Recyclables.
2. Service Recipient Outreach: The plan shall include information for CITY to publish in a user guide to be distributed prior to the Commencement Date that provides a description of collection services, proper preparation of Trash, Recyclables, Bulky Items, Televisions/Monitors, and White Goods, proper Receptacle placement.
3. Mobilization: The plan shall specify the vehicles that will be utilized to provide Contracted Services and provide a schedule for their acquisition and delivery (if newly acquired), provide job descriptions for and headcount of personnel who will be utilized to provide Contracted Services.
4. Business Districts Transition: The plan shall highlight the goals of the CITY (e.g. reduce unsightly trash, reduce rats, be more orderly, increase recycling and composting) and key steps expected to achieve those goals. The plan shall also address the level of collaboration between CONTRACTOR and CITY

and steps to be taken in order to implement controls and cost saving measures for the Business Districts. The planning process may include but not be limited to meetings with businesses/properties, outreach and education of businesses/properties, moving businesses/properties to centralized Dumpster collections, and working with CITY to develop economic incentives for business owners, property owners, and the CITY to achieve goals.

5. Other Information: The Transition Plan shall provide other information reasonably required by City Representative to ensure a smooth and on-schedule transition.

B. Plan of Service – CONTRACTOR and CITY shall develop and mutually agree on 'Plan of Service' after this Contract is signed and prior to beginning services. This 'Plan of Service' will provide greater detail on operational protocol for services under this Contract, including collection operations, data files and communications, and other elements shared by CONTRACTOR and CITY. The Plan of Service will be updated as needed during the Contract term.

C. Vehicles and Personnel – CONTRACTOR shall have all necessary vehicles and personnel mobilized and providing Contracted Services on the Commencement Date.

D. Transition at Expiration – CONTRACTOR shall work with City Representative and any subsequent service provider to develop and implement a transition plan to ensure continuity of services upon expiration of this Contract. In particular, CONTRACTOR shall provide any information reasonably requested by City Representative regarding the Contracted Services including, but not necessarily limited to, customer lists and contact information, customer collection schedules, type and frequency of services provided to customer, fees charged for services provided to customer, and inventory database of Receptacles that will be retained by CITY and/or utilized by a subsequent service provider.

3.9 OTHER REQUIREMENTS

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

B. Seasonal Community Clean-Up Collection Events – For one day in the fall and one day in the spring of each year at a day and time requested by the CITY, CONTRACTOR shall furnish at no cost to CITY, and at no cost to CITY Service Recipients, a clean-up collection event, in collaboration with CITY's other solid waste and recycling contractor(s), whereby CONTRACTOR agrees to provide an opportunity

for all Service Recipients to drop-off Trash, Recyclables, and E-Waste. Bulky Items, Televisions and Monitors, and White Goods will not be accepted at the events. CITY agrees to provide requested day and time approximately six (6) months to CONTRACTOR in advance of each requested event. The date, time, and location of such events shall be mutually agreed upon by the City Representative and CONTRACTOR. CONTRACTOR shall coordinate directly with CITY's other solid waste and recycling contractor(s) for their involvement at events.

C. Compliance with Laws and Regulations – CONTRACTOR shall comply with all Applicable Laws, including all requirements concerning health and safety, noise, odors, effluent and emissions. Should CONTRACTOR receive a notice for the violation of such requirement, CONTRACTOR shall report the violation to City Representative no later than twenty-four (24) hours following notification, including the type of violation, the date of notice, agency issuing the violation, any resulting fees or requirements, and planned resolution of the violation.

ARTICLE 4.

4.1 PUBLIC EDUCATION AND OUTREACH

A. CITY shall have primary responsibility for developing, designing, and executing overall public promotion, education, and outreach programs with the assistance and cooperation of CONTRACTOR. CITY shall utilize website and online media for providing further education on waste reduction.

B. CONTRACTOR shall provide educational materials to the City (electronically) designed to increase public awareness of the processing and marketing of Recyclables. CONTRACTOR shall utilize website and online media for providing further education on materials being recycled and marketed by the MRF.

C. All educational materials provided by CONTRACTOR shall conform to guidance outlined within Recycle Smart MA <https://recyclesmartma.org/smart-recycling-guide/> and reference MA Waste Ban 310 CMR 19.017. CONTRACTOR shall utilize website and online media for providing further education on materials being reused, repurposed, recycled, processed, and marketed by the Designated Facility(s). All outreach must conform and, where applicable, link to Recycle Smart MA.

D. CONTRACTOR shall financially support CITY in the annual production and distribution of an annual guide to all eligible Service Recipients designed to increase public awareness of all Contracted Services and CITY waste reduction and related programs. CONTRACTOR shall make a payment to CITY in the amount of \$17,500 on or before December 31 of 2023 to support the annual guide that will be issued in advance of the Commencement Date. CONTRACTOR shall make annual payments on or before December 31 of each subsequent year of the Contract, except in the final year of the contract. Payment shall increase by 3.5% annually beginning in calendar year 2025.

F. Facility Tours – Tour requests of Designated Facility(s) operated by CONTRACTOR should be welcome and not unreasonably denied.

G. Meetings, Assistance, and Events – CONTRACTOR shall participate in regular monthly meetings with City Representative to review the status of Contracted Services. CONTRACTOR shall participate in up to four (4) additional meetings per year, as needed/requested by City Representative, with the public and/or CITY associated with the Contracted Services or to support the CITY's outreach and education program. CONTRACTOR agrees to provide technical and outreach assistance to CITY's Department of Public Works and Office of Planning, Development & Sustainability, and attend events when requested, and when schedule allows. Such assistance shall be free of charge.

ARTICLE 5. RESERVED

ARTICLE 6.

6.1 BASIS AND METHOD OF PAYMENT

A. Collection – For collection services required to be performed for eligible Service Recipients pursuant to Section 2.3, the charges shall not exceed the rates as fixed by the Contract Documents.

B. Supplemental Collection Services – For any supplemental collection services beyond the base level of service as fixed by the Contract Documents, the CONTRACTOR shall bill Service Recipients directly and collect fees for any supplemental collection services requested by Service Recipients. Supplemental collection services may include additional receptacles and/or collections.

C. Tons Collected – CONTRACTOR shall invoice CITY for disposal of all tons of Trash and processing of all tons of Recyclables collected by CONTRACTOR under the terms of this Contract.

D. Fuel Cost Adjustment – CONTRACTOR shall invoice or credit CITY for fuel cost adjustments pursuant to Section 6.3 of Part II.A of this Contract.

E. Delinquent and Closed Accounts – The CONTRACTOR shall discontinue collection service to any eligible Service Recipient as set forth in a written notice sent to it by the CITY. Upon further notification by the CITY, the CONTRACTOR shall resume collection on the next regularly scheduled collection day.

6.2 INVOICING

A. CONTRACTOR shall submit invoices to CITY monthly.

B. Invoices from CONTRACTOR must include:

- (a) A breakdown of deliveries of Trash by ton to the Designated Disposal Facility(s).
- (b) A breakdown of deliveries of Recyclables by ton to the Designated Recycling processing facility.
- (c) Original certified weight receipts for Trash and Recyclables or a scale report.
- (d) Balance due of disposal and processing charges.
- (e) Balance due of fuel charges.
- (f) Television/Monitors and White Goods collection tally.

6.3 FUEL COST ADJUSTMENT

A. Beginning on July 1, 2024, CONTRACTOR or CITY will be entitled to quarterly fuel adjustments. The quarterly adjustment to the fuel cost to CITY, increase or decrease, is based on the difference between the average three-month price of fuel as measured by The Monthly New England (PADD 1A) No 2 Diesel Retail Rates by All Sellers as published by the Energy Information Administration (the "EIA Index") and the Baseline Fuel Prices and Baseline Gallons as fixed in this Section.

For the term of this Contract, the Baseline Diesel Fuel Price is \$4.553 per gallon (including taxes) for diesel fuel.

Increases or decreases, as determined above, will be applied to the predetermined volume of diesel fuel used (Baseline Diesel Gallons), which will be 5,563 gallons per month for weekly Trash Collection and 4,407 gallons per month for every-other-week Trash Collection, for the term of this Contract.

B. Adjustments will be made quarterly on July 1, October 1, January 1, and April 1 of each fiscal year and any adjustments to fuel costs will be reflected in the monthly invoices to CITY over the ensuing 3-month period.

C. If during the term of this Contract, the CONTRACTOR replaces vehicles powered by diesel fuel to vehicles powered by compressed natural gas (CNG), an adjustment consistent with 6.3.A and 6.3.B shall apply with the modifications specified herein. Adjustment based on the increase or decrease of the CNG cost index, as measured quarterly by the U.S. Department of Energy, Energy Information Administration at <http://www.afdc.energy.gov/fuels/prices.html>, from an established baseline of \$3.80 per diesel gallon equivalent (DGE) including taxes of CNG. The increase or decrease in the cost index, as determined above will be applied to the

volume of CNG used, which will be fixed at 5,563 DGE's per month for weekly Trash Collection and 4,407 DGE's per month for every-other-week Trash Collection.

6.4 ADDITIONAL RATE ADJUSTMENTS

A. CONTRACTOR may request an adjustment to the rates set forth in the Contract Documents to recover changes in the cost of operations for circumstances which are not within the reasonable control of CONTRACTOR. Such circumstances may include, and are limited to:

- (a) a change in CONTRACTOR operations due to Force Majeure (as defined in Part I Article 2 Section 2.13);
- (b) a documented change in disposal or processing facility tipping fees;
- (c) any change in law, statute, rule, regulation, or local government that is effective after the date of this Contract, including but not limited to increases in surcharges, fees, assessments, or taxes levied upon waste collection or disposal; or
- (d) changes in the scope or method of operations provided by CONTRACTOR required, initiated, or approved by the CITY;
- (e) Closure or restricted use of the primary facilities identified by CONTRACTOR for the Disposal of Solid Waste or the Processing of Recyclables.

B. CONTRACTOR's request shall include a report detailing the increased expenses associated with performance. CITY will process such a request in a reasonable and timely manner and approval of such a request shall not unreasonably be withheld.

ARTICLE 7.

7.1 RIGHTS OF CITY

A. Ownership of Materials – CONTRACTOR shall receive title to all Solid Waste and Recyclables upon its Collection by CONTRACTOR. Title to and liability for Unacceptable Waste shall remain with the generator, except to the extent that such waste is commingled with waste collected from generators not required to be serviced under this Contract. In the event Unacceptable Waste is discovered in a load that has been commingled with waste from such other parties, the CITY will only take title to such waste if the Unacceptable Waste is positively identified to have originated from a municipal or school location; otherwise, title to such Unacceptable Waste shall remain with CONTRACTOR. In the event Unacceptable Waste is discovered in a load that has not been comingled with waste collected from generators not serviced under this Contract, CONTRACTOR agrees to assist CITY in identifying the generator.

B. Quantity and Quality of Materials – The quantity of Trash, Recyclables, Televisions and Monitors, and White Goods under this Contract shall not be guaranteed by CITY. The quality of Recyclables under this Contract shall not be guaranteed by CITY. CITY shall make reasonable efforts to minimize the amount of Contamination present in Trash and Recyclables through its public education program. CONTRACTOR shall make reasonable efforts to minimize the amount of Contamination present in Trash and Recyclables through tagging and tracking non-compliant receptacles and/or rejecting receptacles with visible contamination. CITY shall have the right to divert items from Trash as diversion options become available.

C. Inspections – CITY shall have the right to observe all CONTRACTOR operations related to this Contract. Observation may be by CITY employees or CITY-designated representatives.

ARTICLE 8.

8.1 INNOVATION

A. Pilot Programs – City Representative may request CONTRACTOR to participate in pilot programs that temporarily alter one or more provisions of the Contract. City Representative and CONTRACTOR will negotiate in good faith and execute a letter of Contract defining the schedule, responsibilities, obligations, and potential compensation for CONTRACTOR's participation in a pilot program. In the event the Parties cannot agree on the specifics of a pilot program, the CITY reserves the right to conduct said pilot itself or with other contractors.

B. Continuous Improvement – CITY encourages CONTRACTOR to pursue opportunities for continuous improvement in the delivery of Contracted Services by considering opportunities for innovation in the following areas. These areas should be evaluated on a rolling basis and incorporated into the Annual Review (see Records and Reporting Section 3.7). Such innovations include but are not limited to:

- (a) Active reduction of CONTRACTOR carbon footprint in performance of the Contracted Services:
 - i. Electric plug-in or plug-in hybrid fleet
 - ii. Alternative fuel fleet
 - iii. Use of renewable energy and energy use reduction practices
 - iv. Land management and wildlife protection programs
- (b) Support of Greater Boston area communities:
 - i. Use of local markets
 - ii. Investment in and support of development of innovative, local waste management infrastructure solutions
 - iii. Waste education programs
 - iv. Charitable giving programs

- (c) Diversity and Inclusion:
 - i. Active efforts to support women and minority-owned businesses:
 - ii. Offering financial and/or non-financial support for such businesses and minority communities disproportionately affected by negative impacts of waste-related pollution or inaccessibility to adequate waste infrastructure
- (d) Funding of infrastructure and innovation programs to implement creative solutions for waste reduction and/or continuous improvement:
 - i. Pilot programs