

Town of Wayland

General Contract for the Provision of Goods and/or Services

Agreement made this **Seventeenth Day of July, Twenty-Fourteen (07/17/2014)** by and between The Town of Wayland, a duly existing municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectman with no personal liability to themselves hereinafter referred to as the "Town" and **B-P Trucking, Inc.**, a duly existing corporation, hereinafter referred to as the "Contractor."

Recitals

WHEREAS the Contractor will furnish the Town for work described below: **Solid Waste and Recycling Collection from Multiple Municipal Locations**. The said documents, specifications, addenda and the general and supplementary conditions of the contract are incorporated herein by reference and are made a part of this Agreement between Contractor and Owner;

WHEREAS the Town shall pay the Contractor for the performance of this Contract, subject to additions and deductions provided herein, **in current funds**:

Transfer Station

Trash #1	50 CuYd	\$115.00	Per Haul + Per Ton:	\$76.00
Trash #2	42 CuYd	\$115.00	Per Haul + Per Ton:	\$76.00
Trash #3 Bulky Waste	42 CuYd	\$115.00	Per Haul + Per Ton:	\$76.00
Plastic Bags	30 CuYd	\$185.00	Per Haul	

Municipal Buildings

Solid Waste	9-10 CuYd	\$50.00	Per Pick-Up	
	5 - 4 CuYd	\$20.00	Per Pick-Up*	
Recycling	5-10 CuYd	\$25.00	Per Pick-Up	
	9-4 4-5 CuYd	\$12.00	Per Pick-Up*	

*Based on quantity of containers in Appendix C of Bid Documents, attached.

WHEREAS the Town desires to purchase such goods and/or professional services from Contractor in a timely manner; and

WHEREAS it was one of the conditions of the award of the contract that a formal agreement should be executed by the Contractor and the Town, evidencing the terms of the award;

NOW THEREFORE in consideration of the mutual covenants contained, the parties agree as follows:

Article I

Contractor shall furnish the Town with all labor and materials to complete the above mentioned work subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the specifications, instructions to bidders, classifications and minimum wage rates, and related documents all of which is attached

hereto as Exhibit "A" and incorporated herein by reference. Contractor shall provide these goods and/or services for the sum equal to the aggregate purchase prices of the goods and/or professional services to be furnished by the Contractor at the prices and rates specified in the

Article II

Contractor acknowledges that reliability of service is essential in this agreement with the Town, and agrees to adhere faithfully to the scope of services as described in the bid documents. In addition to any other warranties or guarantees attached hereto, Contractor warrants that the goods, items or materials which is the subject matter of this contract is fit for the use and purpose intended.

Article III

Contractor covenants and agrees to faithfully perform all its obligations under this agreement and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. Further, Contractor shall complete and sign all forms attached herein as **Exhibits C and D**.

Article IV

A. Contractor warrants that (1) the goods sold are merchantable; (2) that they are fit for the purpose for which they are being purchased; (3) that they are absent any latent defects; and (4) that they are in conformity with any sample which may have been presented to the Town. *Not Applicable (N/A)*

B. Contractor guarantees that upon inspection, any defective or inferior goods shall be replaced without additional costs to the Town. Contractor will assume any additional costs accrued to the Town due to the defect or inferior goods. *N/A*

C. Contractor guarantees all goods for a period of one (1) year provided that if any express or implied warranties exist of a term greater than one (1) year, then such warranties will supersede the one (1) year warranty specified herein. *N/A*.

Article V

Contractor certifies the suitability, professionalism and capability of all individuals employed to furnish services as specified herein by Contractor and in any documents incorporated herein by reference.

Article VI

The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this agreement, all such contracted sums.

Article VII

The term of this contract shall be for One Year (1 year) with Two (2) One-Year (1 – year) options for renewal.

Article VIII

1. Termination for Cause: If through any cause one party shall fail to fulfill in timely and proper manner, its obligations under this Agreement, or if one party shall violate one of the covenants, agreements or stipulations of this Agreement, the other party shall thereupon have the rights to terminate this Agreement hereunder by giving written notice of such termination. In case of termination, all finished and unfinished documents shall become property of the Town.

In the event of termination, the Contractor shall be compensated payment of an amount equal to the services or goods provided by the Contractor as of the date of termination.

2. Termination for Convenience: The Town may terminate this Agreement at any time for any reasons, upon submitting to Contractor thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the termination notice. Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

3. Return of Property: Upon termination, Contractor shall immediately return to the Town without limitation, all documents, plans, drawings, tools and items of any nature whatever, supplied to Contractor by the Town in accordance with this Agreement.

4. Production of Documents: All records, documents, data, reports or other material, regardless of form or finish, produced by the Contractor as a result of services provided hereunder, are work for hire, and shall become the property of the Town upon creation. The Contractor may not assert any right, title or interest in any product produced under this Agreement.

The Town may request at any time during and/or after the termination of the Agreement any records, documents, data, reports or other materials produced by the Contractor under this Agreement.

Article IX

Nothing contained herein shall be construed as a joint venture between the Contractor and the Town. In this regard, Contractor shall be deemed for all purposes herein to be an independent contractor.

Article X

Contractor shall maintain the following types of insurance in full force and effect during the term of this Agreement and any renewals thereof. Copies of the Workers' Compensation Certificates and the General Liability and Vehicle Insurance Policies are to be furnished to the Facilities Dept in advance of commencement of work and reviewed by the Town on an annual basis.

A. Contractors working for the Town shall provide a Certificate of Insurance indicating coverage for Worker's Compensation, in accordance with minimum statutory coverage pursuant to Massachusetts General Laws. Employer's Liability of \$ 1,000,000.

B. Contractors engaged in contracts in excess of \$10,000 (Ten Thousand Dollars) shall provide the Town with a Certificate of Comprehensive General Liability Insurance for a minimum of \$2,000,000 (Two Million Dollars), with complete operators coverage naming the Town of Wayland as *additional insured*.

C. Contractors engaged in work valued between \$5,000 (Five Thousand Dollars) and \$10,000 (Ten Thousand Dollars) shall provide the Town with a Certificate of Liability Insurance for a minimum of \$500,000 (Five Hundred Thousand Dollars), naming the Town of Wayland as *additional insured*.

D. Contractors engaged in projects valued at less than \$5,000 (Five Thousand Dollars) shall carry an appropriate amount of liability coverage, which shall be determined by the _____N/A_____

E. Motor vehicle liability insurance in the minimum of \$1,000,000 (One Million Dollars) per accident.

Article XI

1

The Contractor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement and shall indemnify and save the Town harmless against all losses and expenses resulting in any way from any negligent or willful act or omission on the part of the Contractor, its agents, employees or sub-contractors, or resulting directly or indirectly from Contractor's performance under this Agreement.

Article XII

The Town's obligations under this Agreement are subject to appropriation.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this Agreement on the day and date first above specified.

Attest: _____

Date: _____

For the Town of Wayland

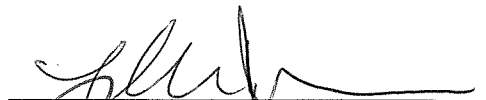


Robert Mercier

Interim Town Administrator

Approved as to Form by Town Counsel:

Approval as to the Availability of Funds:

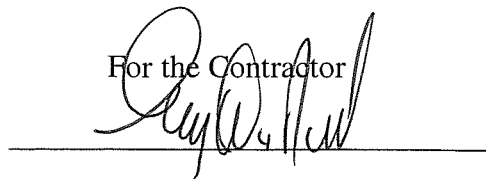


Brian Keveny, Town Accountant

Attest: _____

Date: 7.21.14

For the Contractor



(From Bid Documents, for Reference) APPENDIX C
SERVICE LOCATIONS, CONTAINER SIZES, AND PICK-UP FREQUENCY
SCHOOLS*

	Suggested Container	Suggested Pick-up Frequency	School Start Times
High School			
Trash	10yd F.E.	Twice during school/Once a week after school is out.	7.25 am
Recycling	10yd F.E.	Once a week	
Middle School			
Trash	10yd F.E.	Once a week	7.45 am
Recycling	10yd F.E.	Once a week	
Happy Hollow School			
Trash	10yd F.E.	Once a week	8.30 am
Recycling	10yd F.E.	Once a week	
Loker School			
Trash	10yd F.E.	Once a week	8.30 am
Recycling	10yd F.E.	Once a week	
Claypit Hill School			
Trash	10yd F.E.	Once a week	8.30 am
Recycling	10yd F.E.	Once a week	
MUNICIPAL BUILDINGS			
Town Building			
Trash	10yd F.E.	Once a week	
Recycling	4yd F.E.	Once a week	
Public Safety Building**			
Trash	10yd F.E.	Once a week	
Recycling	4yd F.E.	Once a week	
Cochituate Fire Station			
Trash	4yd F.E.	Once a week	
Recycling	4yd F.E.	Once a week	
Library			
Trash	4yd F.E.	Once a week	
Recycling	4yd F.E.	Once a week	
Highway			
Trash	4yd F.E.	Once a week	
Recycling	4yd F.E.	Once a week	
Wastewater Treatment Plant			
Trash	4yd F.E.	Once a week	
Recycling	4yd F.E.	Once a week	
Water Treatment Plant			
Trash	4yd F.E.	Once a week	
Recycling	4yd F.E.	Once a week	
Housing Authority			
Bent Ave			
Trash	10yd F.E.	Once a week	
Recycling	4yd F.E.	Once a week	
Cochituate			
Trash	10yd F.E.	Once a week	
Recycling	4yd F.E.	Once a week	

*The schools are all in residential areas. No pick-ups will be permitted before 7 a.m.** The Public Safety Building is in the Wayland Historical District and the container is inside an enclosed gated area, which limits the size of the container for that location.

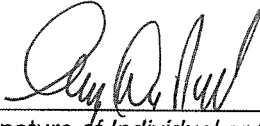
Exhibit C

Certificate of Tax Compliance

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

04-2595703

*Social Security or Federal I.D. Number**



Signature of Individual or Corporate Officer

July 21, 2014

Date

Please Print:

Corporate Name B-P Trucking, Inc.
Street Address 47-65 Nickerson Road
P.O. Box 386
City, State and Zip Ashland, MA 01721

*Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Proposers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of M.G.L. Ch. 62C, §48A.

Exhibit D

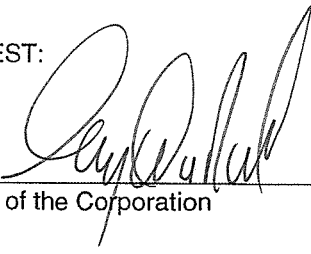
Vote of Corporation Authorizing Execution of Contract

At a meeting of the Board of Directors of the B-P Trucking, Inc. duly called and held on July 15, 2014, 2014, at which a quorum was present and acting throughout, the following vote was duly adopted:

VOTED: That Joseph DePaolo, the President of the Corporation be and hereby is authorized to affix the corporate seal, sign and deliver in the name and behalf of the Corporation a contract with the Town of Wayland, Wayland, Massachusetts, for the contract sum of up to Three Hundred thousand Dollars (\$ 300,000.00), and also to seal and execute as above surety company bonds to secure the performance of said contract and payment for labor and materials, in all such form and on such terms and conditions as he, by the execution thereof shall deem proper.

A true copy.

ATTEST:


Clerk of the Corporation

(Affix corporate seal)