

Contract For Hauling Compacted Household
Waste and Recyclables to Ecomaine.
And Other Material to Appropriate Vendors

This contract is from July 1, 2019 through June 30, 2022

1. Parties: This contract is between the Town of Waterboro (also referred to as we or our) and _____ (referred to as You or Contractor). When this Contract refers to you, it also includes your agents and employees.
2. This Contract is for removal of containers from our transfer station, hauling to and back from Ecomaine (or other facility of the Town's choosing) all combustible trash and single sort recycling and returning our empty containers to our transfer station. This contract also covers the removal of various bulky waste containers from our transfer station and hauling to and from various vendors. This Contract is for a period of three (3) years, commencing July 1, 2019 and ending June 30, 2022.

Terms and Conditions

1. The Contractor is acting in an independent capacity and not as an officer, employee or agent of the Town of Waterboro, Maine. Additional personnel needed by you to fulfill your duties under this Contract shall be employed or retained by you, and you are solely responsible for complying with all applicable State and Federal Laws including but not limited to Workers Compensation Law, Employment Security Law and minimum wage law. As an independent contractor, you are also responsible for maintaining your vehicles and equipment in a safe and legal condition. You must provide adequate back-up equipment and personnel to assure daily removal and transportation of compacted waste to Ecomaine and other waste to various vendors, if the primary equipment breaks down.
2. The contractor will be required to have a roll-off truck, 4- axle, 69,000 GVW for hauling compacted waste to Ecomaine. For the hauling of other materials including recyclables to Ecomaine, the vehicle used will be at the discretion of the contractor. Some loads such as shingles and sheetrock will require the 69,000 GVW as mentioned above.
3. It shall be the duties of the Contractor to provide adequate communication such as cell phone, answering machine, voice mail and beeper.
4. There shall be no assignment of this Contract or subcontract or transfer rights or obligations pursuant to this agreement without written consent of the Town of Waterboro.
5. If the Contractor fails to perform according to any of the terms or conditions in the time and manner specified, such failure shall constitute a breach of the total contract. In the event of breach, the Town of Waterboro may deduct and withhold from the contract an amount that shall equal compensating a substitute contractor to complete the work covered by this contract, as well as any incidental or consequential damages.

Contractor Initial

Town Initial

6. It shall be the responsibility of the Contractor to bill the Town after the last day of each month, to include number of hauls, date of each haul, material hauled, and a copy of each weight ticket by the 5th day of each month.
7. The Contractor agrees to maintain, throughout the term of the Contract, general liability insurance in the amount of One Million Dollars (\$1,000,000.00), proof of Workers Compensation coverage and that the Town of Waterboro be named as an additional insured. A copy of said policy shall be filed annually with the Town. Contractor agrees to indemnify and hold harmless the Town of Waterboro, its agents and employees from all expenses, losses, claims or liabilities for injury to any person, including death, and for property damages or destruction which in any manner is connected with or arises out of the Contractor's performance there under, or which results from the willful or negligent action of the Contractor or any of his officers, agents, employees, representatives or sub-contractors and the Contractor shall, at his own expense and cost, defend and protect said indemnified parties against all such claims and demands.
8. The Town does not guarantee any minimum number of loads per day, month or year.
9. The Town will supply all necessary containers; it will be the responsibility of the Contractor to return Waterboro's containers to the Waterboro Transfer Station the same day. Contractor will not provide us with anyone else's swap out containers.
 10. It will be the responsibility of the Contractor to adequately secure the open end of the container before hauling and provide necessary material to do so.
 11. A fine of \$100.00 will be imposed for each load when the Transfer Station receives no response within one-hour, plus any additional expenses that may occur from the non-response. Response time means a phone call acknowledging the request and approximate time they will be coming to the transfer station.
 12. Recyclables and household waste will not be required to be hauled to their destination on Sundays or days that vendors are not open.
 13. Changing of containers may be necessary on Monday through Friday and on Saturday if you are called before 4:00 P.M. on Saturday afternoon. Any necessary Sunday container swaps will be paid at a flat rate service call fee to our transfer station (see following price list.)
 14. All tipping fees must be billed to the Town of Waterboro, 24 Townhouse Road, E. Waterboro, Me. 04030.
 15. Trucks used to haul recyclables will not be required to have a 69,000 GVW. Appropriate weight limits will apply based on materials being hauled.
 16. Household waste containers will be changed as needed six (6) days a week. Contractor will change the compact household waste container late Saturday afternoon as provided for in #13 and will move any other containers around in preparation for Sunday operations.

For the service provided herein the Town agrees to pay the Contractor _____ per round trip haul of household waste to Ecomaine for a three (3) year period commencing on July 1, 2019.

For the service provided herein the Town agrees to pay the Contractor _____ per round trip haul of Bulky Waste (CDD-Demolition Debris) to Riverside Recycling or any other destination approved by the town for a three (3) year period commencing on July 1, 2019.

For the service provided herein the Town agrees to pay the Contractor _____ per round trip haul, Shingles to Commercial Paving or Sheetrock to Riverside Recycling and return haul to the Transfer Station from Commercial Paving the 1" crushed and recycled material when material is available to the Town of Waterboro throughout the town's contract for this crushed and recycled material with Commercial Paving for a three (3) year period commencing on July 1, 2019.

For services provided herein the Town agrees to pay the Contractor _____ per round trip haul of Single Sort Recycling to Ecomaine for a three (3) year period commencing on July 1, 2019.

For services provided herein the Town agrees to pay the Contractor _____ per round trip haul of OBW Burnable Furniture to Ecomaine for a three (3) year period commencing on July 1, 2019.

For services provided herein the Town agrees to pay the Contractor _____ for hauling the Waterboro School's containers to the transfer station and dumping them in the single-sort compactor or HHW and returning the Waterboro containers to the pick-up location for a three (3) year period commencing on July 1, 2019. As of July 1, 2019 one (1) Waterboro owned container is at each of the following schools, Massabesic Middle School, Waterboro Elementary and Massabesic High School.

The following was provided to the Town as part of the bid package from the Contractor and are to become a part hereof.

1. MDOT#
2. DEP License #
3. Description of Equipment:
4. The Contractor will be available within an hour notice.
5. Contractor will be available every Saturday to swap out containers to set up for Sunday.
6. Contractor will provide proof of insurance per contract.
7. Contractor will provide compactor rubbish truck to Town if needed, if Transfer Station compactor is broken down, at reasonable cost.
8. Contractor will lend to the town open top and enclosed compactor containers as needed in an emergency if available.
9. Any weight violation fines received when hauling Waterboro's overweight containers will be the responsibility of the Town of Waterboro.

Contractor Initial

Town Initial

10. The Town will extend contract for two (2) years with a 10% increase and a mutually agreed extension agreement.
11. Contractor will do small repairs on Town containers at a reasonable price if asked by the Town.

Please insert your hauling fee bids below

Material To Be Hauled	Hauled To	2019 - 2022	
		Hauling Fee	
Household Waste	Ecomaine		
Bulky Waste – CDD Demo - Sheetrock	Riverside		
Shingles	Commercial Paving		
Single-Sort Compacted	Ecomaine		
Furniture Demo OBW	Ecomaine		
Sunday service call to swap containers	Per trip to Waterboro		
Current Schools - Single Sort to	Transfer Station		
Waterboro Elementary	Massabesic Middle School	Massabesic High School	

Dated at Waterboro, Maine this _____ day of _____, 2019.

Witness:

Town of Waterboro
Town Administrator

Witness

Contractor

REQUEST FOR BIDS

SOLID WASTE TRANSPORTATION

The Town of Waterboro is requesting bids for the following services:

Transporting Municipal Solid Waste (MSW) from 132 Bennett Hill Rd. East Waterboro, Maine to Ecomaine in Portland, Maine.

Transporting Municipal Bulky Waste (CDD) and Sheetrock from 132 Bennett Hill Rd. East Waterboro, Maine to Riverside Recycling.

Transporting Recyclable Materials (Single Sort) from 132 Bennett Hill Rd. East Waterboro, Maine to Ecomaine in Portland, Maine.

Transporting Recycled Shingles from 132 Bennett Hill Rd. East Waterboro, Maine to Commercial Paving in Scarborough, Maine or Riverside Recycling in Portland, Maine.

Transporting Burnable Material - Furniture (OBW) from 132 Bennett Hill Rd. East Waterboro, Maine to Ecomaine in Portland, Maine.

Transporting Single Sort Recycling from Massabesic High School, Massabesic Middle School, Waterboro Elementary and any other future locations with Waterboro containers or silver bullets.

Award of the bid will be based on the following criteria:

- Total Cost of round trip hauling.
- Response time upon notification of pickup.
- Proper registration for solid waste transport with DEP and MDOT.
- Ability to provide annual proof of liability insurance (minimum of One Million Dollars \$1,000,000.00) naming the Town of Waterboro as additional named insured upon receipt of bid's award.
- Ability to start as of July 1, 2019 and continue through June 30, 2022.

SCOPE OF WORK

MUNICIPAL SOLID WASTE

The Town of Waterboro is presently operating a Solid Waste Transfer Station and Recycling Facility which compacts MSW (Household Trash) into roll-off containers. In fiscal year 2017-2018 the town delivered 2,060 tons of household waste to Ecomaine by this method; 146 loads were hauled directly from the facility at 132 Bennett Hill Rd. East Waterboro, Maine to Ecomaine in Portland, Maine. The Town owns and maintains all roll-off containers.

The successful bidder will be expected to perform the following services as part of the contract:

1. Pick up full roll-off containers upon notification by the Transfer Station Manager or authorized Transfer Station Attendant.
2. Placement of an empty spare container to replace the container being hauled.
3. Delivery of MSW to Ecomaine.
4. Return and drop-off empty containers to the transfer station; you are not to provide us with anyone else's swap-out container.

SINGLE-SORT RECYCLING

The Town of Waterboro is currently operating a Solid Waste Transfer Station and Recycling Facility which compacts Single Sort Recycling into roll-off containers. In fiscal year 2017-2018 the town delivered 424 tons of recycling to Ecomaine by this method from the facility at 132 Bennett Hill Rd. East Waterboro, Maine to Ecomaine in Portland, Maine. The Town owns and maintains all roll-off containers.

The successful bidder will be expected to perform the following services as part of the contract:

1. Pick up full roll-off containers upon notification by the Transfer Station Manager or authorized Transfer Station Attendant.
2. Placement of an empty spare container to replace the container being hauled.
3. Delivery of Single Sort Recycling to Ecomaine.
4. Return and drop-off empty containers to the transfer station; you are not to provide us with anyone else's swap-out container.
5. Pick up containers from Massabesic High School, Massabesic Middle School and Waterboro Elementary and other future locations of silver bullets or containers and transport same to the Transfer Station to be put through the single sort compactor or if contaminated into the HHW compactor. The Town owns and maintains all roll-off containers.

BULKY WASTE-CDD

The Town of Waterboro is currently operating a Solid Waste Transfer Station and Recycling Facility which generates Bulky Waste-CDD into roll-off containers. In fiscal year 2017-2018 the town delivered 36 loads consisting of 196 tons of CDD from the facility at 132 Bennett Hill Rd. East Waterboro, Maine to Riverside Recycling in Portland, Maine. The Town owns and maintains all roll-off containers.

The successful bidder will be expected to perform the following services as part of the contract:

1. Pick up full roll-off containers upon notification by the Transfer Station Manager or authorized Transfer Station Attendant and return it the same day.
2. Delivery of Bulky Waste –CDD to Riverside Recycling in Portland, Maine or Commercial Paving in Scarborough.

SHINGLES and SHEETROCK

The Town of Waterboro is currently operating a Solid Waste Transfer Station and Recycling Facility which collects Sheetrock and Shingles to be recycled into roll-off containers. In fiscal year 2017-2018 the town delivered 148 tons of Shingles in 14 loads to Commercial Paving in Scarborough, Maine, 45 tons of Sheetrock in 7 loads were hauled to Riverside Recycling by this method directly from the facility at 132 Bennett Hill Rd. East Waterboro, Maine. The Town owns and maintains all roll-off containers.

The successful bidder will be expected to perform the following services as part of the contract:

- Pick up full roll-off containers upon notification by the Transfer Station Manager or authorized Transfer Station Attendant and return it the same day.
- Depending on contracts with companies the delivery of Shingles and Sheetrock will be hauled to Commercial Paving in Scarborough, or Riverside Recycling in Portland, Maine.

OBW - BURNABLE MATERIAL & FURNITURE

The Town of Waterboro is currently operating a Solid Waste Transfer Station and Recycling Facility which generates burnable material and furniture and compacted into roll-off containers. In fiscal year 2018-2019 the town delivered 118 loads consisting of 535 tons of burnable material and furniture (OBW) to Ecomaine from the facility at 132 Bennett Hill Rd. East Waterboro, Maine to Ecomaine in Portland, Maine. The Town owns and maintains all roll-off containers.

The successful bidder will be expected to perform the following services as part of the contract:

1. Pick up full roll-off containers upon notification by the Transfer Station Manager or authorized Transfer Station Attendant and return it the same day.
2. Delivery of OBW - Burnable Material and Furniture to Ecomaine in Portland, Maine.

OTHER TERMS – CONDITIONS – MISCELLANEOUS HAULING

The successful bidder agrees to the following additional terms:

Waterboro containers located at Massabesic High School, Massabesic Middle School and Waterboro Elementary and other possible future locations around town will be picked up and brought to the Transfer Station and unloaded into the Single Sort Compactor or if contaminated unloaded into the HHW compactor. A price for this service will be included in the bid for these trips.

The Town owns and maintains all roll-off containers and it is the responsibility of the Contractor to return containers to the Transfer Station the same day and you are not to provide us with anyone else's swap out containers.

The Contractor is responsible to adequately secure the open end of the containers, provide the necessary material to do so and provide the proper tie downs for containers.

See All other terms and conditions as listed in the sample contract attached and are a part of this bid package.

The Waterboro Board of Selectmen reserves the right to accept or reject any and all bids.

For any questions contact the Facility Manager, Clinton Andrews at 207-247-3440 or the Town Administrator, Gary Lamb at 207-247-6166 Extension 100.