

**TOWN OF SANDISFIELD
TRANSFER STATION SERVICES
Contract**

THIS AGREEMENT, made this 1st day of July 2023 between the Town of Sandisfield, 66 Sandisfield Road, Sandisfield, Massachusetts (hereinafter designated the Town) and RWB Services, Inc--Roger Trucking, 57 Van Deusenville Road, PO Box 166, Gt. Barrington, Massachusetts (hereinafter designated the Contractor).

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows:

ARTICLE I. The Contractor agrees to furnish the following equipment/services for a two-year period, as specified in its bid dated June 26, 2023:

Equipment		
Container	Charge per month	
	Year 1	Year 2
40 yard Compactor container for Residential Waste	\$200.00	\$200.00
30 yard container for Residential Construction/Bulky Material	\$125.00	\$125.00
40 yard container for Residential Construction/Bulky Material	\$175.00	\$175.00
40 yard Compactor container for Recyclables	\$200.00	\$200.00
30 yard covered container for Recyclables	\$275.00	\$275.00
40 yard covered container for Recyclables	\$350.00	\$350.00
30 yard container for Scrap Metal	\$125.00	\$125.00
40 yard container for Scrap Metal	\$175.00	\$175.00
Hauling Charges		
Container	Charge per haul	
	Year 1	Year 2
Compactor container for Residential Waste	\$350.00	\$385.00
Container for Residential Construction/Bulky Material	\$300.00	\$330.00
Container Scrap Metal	\$225.00	\$247.50
Container Recycling (Springfield, MA)	\$525.00	\$577.50
Compactor Container Recycling (Springfield, MA)	\$525.00	\$577.50
Disposal Charges		
Container	Charge per ton	
	Year 1	Year 2
Residential Waste Compacted	\$120.00	\$132.00
Residential Waste	\$120.00	\$132.00
Residential Construction/Bulky Material	\$120.00	\$132.00

Requirements:

1. Contractor must be able to deliver services within 24 hours of request.
2. All equipment provided must be in good serviceable condition.
3. Contractor must be able to clean up any spillage due to pickup of containers.
4. Contractor must have a sound backup plan in case of equipment failure.
5. Contractor agrees that the Town retains payment for scrap metal sales and amount will be deducted off the monthly invoice.
6. The Transfer Station is located at 144 Sandisfield Road, Sandisfield, MA. Transfer Station hours are Sunday 12:00 pm to 6:00 pm, Wednesday 2:00 pm to 5:00 pm and Saturday 9:00 am to 3:00 pm. Hours are subject to change. Alternative pickup days may be arranged by mutual agreement.
7. Recyclables will be delivered to the Springfield Material Recycling Facility (MRF) located at 84 Birnie Avenue in Springfield, MA.
8. Residential and bulky waste will be delivered to: Waste Connections, 25 Flints Crossing, Canaan, NY and/or F and G Recycling, 185 Torrington Rd, Winsted, CT.

ARTICLE 2. In consideration of the foregoing, the Town agrees to pay to the Contractor as compensation for everything furnished and done by the Contractor under this contract, and for well and faithfully completing the work, as herein provided, such sums of money as is set out in the bid dated June 26, 2023.

ARTICLE 3. The Contractor will defend, indemnify, and hold harmless the Town of Sandisfield, its officers, agents, servants and employees against any and all claims, demands, liabilities, losses, damages and expenses the Town of Sandisfield, its officers, agents, servants and employees may incur arising out of or in any way connected with the Contractor's performance of or failure to perform its obligations under this contract.

ARTICLE 4.

- a. The Contractor shall not assign, sub-contract, or in any way transfer any interest in this contract in whole or in part, or delegate any of the work to be performed hereunder to any other person, firm, company, corporation, or organization without the express written permission of the Town. The Contractor shall not assign any moneys due, or to become due to him under this Contract, without prior express written consent of the Town.
- b. 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 Town:
 - 1) Terminate this Contract with all pertinent contractual conditions contained herein affected in favor of the Town;
 - 2) 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 specification or descriptions contained herein.
- c. Failure of any subcontractor to perform shall not relieve the Contractor of its obligations to fulfill all terms and conditions of the Contract as set forth herein.

ARTICLE 5.

- a. The failure of either party to fulfill a material obligation of the agreement, which continues for thirty (30) days after written notice, the falseness of any statement by the Contractor in its bid, the institution by or against the Contractor of any bankruptcy, receivership or insolvency proceedings, or the making of any assignment for the benefit of its creditors, shall constitute an event of default. Upon an event of default, the other party to the contract may terminate the contract, in addition to all other remedies to which it may be entitled by law or in equity, including without limit all rights the Town may have to the bond required hereunder.
- b. The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town to enforce same, nor shall waiver by the Town of any breach of said provisions be taken to be a waiver of said provisions or any subsequent breach of said provisions.

ARTICLE 6.

The Contractor certifies, under the penalty of perjury, that he has complied with all laws of the Commonwealth of Massachusetts relating to taxes and all laws of the commonwealth relating to unemployment contributions and payments in lieu of contributions.

ARTICLE 7.

If any portion of this contract is found to be unenforceable or contrary to law, it shall not affect the validity of the remainder of the Contract.

ARTICLE 8.

The documents expressly incorporated herein comprise the parties' entire contract and there are no other agreements between the parties. Any amendments to the contract must be in writing and signed by the duly authorized representatives of the parties.

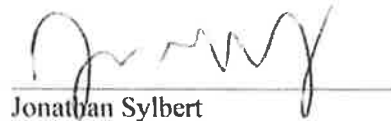
CONTRACTOR
Roger Trucking



Robert W. Brownson

Date 6/29/23

TOWN OF SANDISFIELD
Town Manager



Jonathan Sylbert

Date 6/29/23