

**SECTION 56-6**

**Bid2022-435 Removal Fees for Solar Compacting Receptacles**

Big Belly Solar LLC  
150 A Street Suite 103  
Needham, MA 02494

Contract Award: \$6,250.00

Contract Period: One-time purchase



CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

JUN 02 2022  
FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

To: Patricia Peshka, Purchasing Agent

From: Eric Earls, Director of Public Works *EJE*

Date: June 1, 2022

Subj: Big Belly Solar

The Department of Public Works is requesting an exception to notice for the removal cost for the Big Belly composting trash receptacles located around Oakland Beach. These trash receptacles were on a lease agreement that has since expired. The intent of these barrels was to help streamline the waste process at this location, however, the cost for the rental fees does not outweigh the benefit of having these receptacles. As part of the lease agreement, the City is obligated to pay a fee to remove the trash receptacles.

This department is currently investigating the alternatives to replace these receptacles once removed. In the meantime, there will be barrels placed at this location that will be emptied daily.

Please accept this request for a 56-6, Exception to Notice to pay the invoice, as obligated, to Big Belly for the removal fees related to the composting trash receptacles. This is a one-time fee and requires no contract period.

(67-406 - \$6,250)

result the equipment battery fails prematurely, battery will be replaced at Customer expense.



(H) Removal. Upon termination, Bigbelly will de-install and remove the Equipment at Customer's expense. Equipment so removed shall be in operational condition and free of any damage for which Customer is responsible pursuant to Section 5.2 below.

(I) Subcontractor Services. Bigbelly may contract with third parties to provide the Service.

#### 4.2 Customer's Obligations

(A) Customer Information & Access. Customer agrees that Bigbelly's ability to perform the Service under the Agreement in a timely manner is dependent upon access to Customer's installation information and locations. Deadlines imposed by this Agreement shall be extended in the event that Customer fails to provide such information and/or access in a timely manner.

(B) Shipping. Customer agrees to pay for shipping expenses and to provide an appropriate facility that can receive, inspect and stage all Bigbelly Equipment until the Equipment is installed.

(C) Site Preparation. Customer agrees to provide a poured concrete pad if the intended installation surface does not meet Bigbelly specifications. If Customer's installation surface does not meet such specifications, any additional cost associated with Bigbelly's efforts to properly prepare the surface will be at Customer's expense. It is the Customer's responsibility to remove, at Customer's expense, existing bins or any other items from the locations where Bigbelly stations will be installed.

(D) Operational Safety. Customer agrees to provide immediate notice to Bigbelly with respect to any damage or other event which causes the Equipment to pose a public safety issue or create unsafe operating conditions and Customer shall take prompt action if necessary, to eliminate such public or operator safety issues. Customer will promptly service or replace any Equipment that Customer has identified as causing a public safety issue or creating unsafe operating conditions. If after applying best effort, Customer cannot resolve the issue, Customer will contact Bigbelly Customer Service and Bigbelly will resolve the issue at Bigbelly's expense, unless unsafe operating condition is due to losses described in Section 5.2.

(E) Automated System Monitoring & Customer Support Escalation - Customer will respond to routine maintenance and repair issues they observe or are notified of via automated CLEAN alerts. Customer will use best efforts to promptly resolve issues and may contact Bigbelly Customer Service to receive troubleshooting assistance and instructions for proper repair. If a replacement part is needed to resolve the issue, Customer will contact Bigbelly Customer Service to request a part(s). If Customer best efforts do not resolve the issue, Customer should contact Bigbelly Customer Service.

If Bigbelly Field Service is dispatched and Bigbelly determines the issue is due to failure of Customer to provide best effort, to Customer error, or to damage as described in Section 5.2 below, Bigbelly reserves the right to bill Customer for incurred expense. Furthermore, if a replacement part is provided and Bigbelly determines that the original part failed due to misuse or abuse, Customer is responsible for replacement cost per Section 5.2 below.

JUN 02 2022



# Estimate

Big Belly Solar LLC  
150 A Street  
Suite 103  
Needham MA 02494  
United States

Date 5/3/2022  
Estimate # 20996

Subsidiary Big Belly Solar LLC  
Shipping Method Delivery  
Shipping Code (2)

**Bill To**  
City of Warwick (401) 738-2000  
3275 Post Road  
Warwick RI 02886  
United States

**Ship To**

**Notes**  
Removal of Warwick RI Bigbellys  
Connect Order 12170 (10) Single Stations

Quoted prices are in \$USD and exclude customs and brokerage fees.  
Please submit credit card information or an approved purchase order.  
Quoted prices are valid for 30 days.

Item	Quantity	Description	Rate	Amount
Service-Billable	10	Transport & Removal of Bigbelly Single Station	625.00	6,250.00

Subtotal 6,250.00  
Shipping (Delivery) 0.00  
Total \$6,250.00