

# CITY OF FRAMINGHAM



## Invitation for Bids

### On-Call Soils Management and Disposal Services

**IFB # PW-1232**

**Bids Due:**

**Wednesday, July 1, 2026 by 10:00 a.m.**

**\*Late bids will be rejected**

Brian E. Turbitt  
Chief Procurement Officer  
City of Framingham  
150 Concord Street, Room 205  
Framingham, MA 01702

**IFB #PW-1232  
COVER SHEET**

**PLEASE PRINT OR TYPE:**

Name of Bidder:	Contact Individual:		
Address:			
#	Street	City/Town	Zip Code
Phone:	Alternate Phone:		
Email Address:	Social Security/Federal Tax Identification Number:		
Authorized Signature: _____			

**IFB #PW-1232**  
**CHECKLIST**

**Submissions:**



- Completed Cover Sheet
- Checklist (this sheet)
- Signed Price Sheet
- Signed Bid Bond Form
- 5% Bid Deposit
- Signed Addenda (if applicable)
- Certificate of Non-Collusion
- Signed Tax Compliance Certification
- Signed Certificate as to Corporate Bidder
- Signed Certificate of Foreign Corporation (if applicable)
- Signed Affirmative Action & Equal Employment Opportunity
- Bidder Information
- Reference Form
- Signed Prevailing Wage Certification
- Signed Debarment Certification
- Signed Labor Harmony & OSHA Certification

**IFB #PW-1232  
PRICE SHEET**

To the Awarding Authority:

A. The Undersigned proposes to furnish the products required for: **# IFB #PW-1232 –On Call Soils Management & Disposal Services** in accordance with the City of Framingham’s terms, conditions and specifications attached to this invitation for bid and at the prices and terms indicated below:

B. This bid acknowledges the following addenda:

No.: \_\_\_\_\_ Dated: \_\_\_\_\_

No.: \_\_\_\_\_ Dated: \_\_\_\_\_

No.: \_\_\_\_\_ Dated: \_\_\_\_\_

**Instructions:**

- (1) Insert Unit Price
- (2) Multiply the Estimated Quantity by the Unit Price and Insert the product for Total Price
- (3) Add all products in the Total Price Column and Insert the sum for the Total Estimated Price for Bid Evaluation Purposes.

In the event of a discrepancy between a Unit Price and Total Price, the Unit Price shall control.

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Item	Estimated 1 Yr. Qty.	Unit	Description	(1) Unit Price	(2) Total Price
1a.	1	LS	Prepare Soil and Waste Management Plan (SWMP)	\$	\$
1b.	10	EA	Testing of Soils	\$	\$
1c.	1	Allowance	Alternative characterization samples	\$5,000	\$5,000
2.	50	TON	Management, Hauling and Disposal of Unregulated Soil	\$	\$
3.	12,000	TON	Management, Hauling and Disposal of Soil Less Than RCS-1	\$	\$
4.	1,000	TON	Management, Hauling and Disposal of Soil Less Than RCS-2	\$	\$
5.	50	TON	Management, Hauling and Disposal of Contaminated or Regulated Soils in an Unlined Landfill	\$	\$
6.	50	TON	Management, Hauling and Disposal of Contaminated or Regulated Soils in a Lined Landfill	\$	\$
7.	50	TON	Management, Hauling and Disposal of Material for Asphalt Batch Plant In-State	\$	\$
8.	60	TON	Management, Hauling and Disposal of Asbestos Containing Waste (ACW) Material by Roll Off Truck to Legally Compliant Landfill and Return of Container to Framingham, MA (10 Ton Minimum Per Load)	\$	\$
9.	6	DAY	Mobilization, Loading of Soils, and Demobilization (Does Not Include Item #8)	\$	\$
10.	2,500	TON	Management, Hauling, and Disposal of Street Sweepings	\$	\$
11.	2,000	TON	Management, Testing, Hauling and Disposal of Catch Basin Material	\$	\$

(3)	\$
Total Estimated Contract Price for Bid Evaluation Purposes:	

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**Total Estimated Contract Price for Bid Evaluation Purposes in WORDS**

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned certifies that the bidder has examined the Contract Documents and is familiar with the proposed supply including, but not limited to, the availability of the supply, and that bid amount shall cover the expenses incurred in the performance of the contract.

If Bidder is a corporation, indicate state of incorporation, and affix corporate seal. If Bidder is a partnership, give full names and residential addresses of partners. If Bidder is an individual proprietorship, give residential address if different from business or indicate same as business address.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Name of Person Signing Bid)

\_\_\_\_\_  
(Corporation: State of Incorporation and Seal) or (Partnership or Proprietorship: Residential Address)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Zip Code)

**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS, that we:

\_\_\_\_\_  
(insert full Name and Address of Bidder)

as Principal, hereinafter called the Principal, and:

\_\_\_\_\_  
(insert full Name and Address of Surety)

as Surety, a corporation duly organized under the laws of the State of \_\_\_\_\_ and duly registered to conduct a surety business in Massachusetts, hereinafter called the Surety, are held and firmly bound unto CITY OF FRAMINGHAM, Framingham, Massachusetts, as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the total amount bid for the payment of which sum well and truly be made, the said Principal and the said Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for:

\_\_\_\_\_  
(insert full Name of Project)

NOW THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such bonds as may be specific in the Bid Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the persecution therefore, and such other documents as may be required by the Bid Documents, then this obligation shall be null and void; but in the event of the failure of the Principal following Obligee's acceptance of Principal's Bid to enter such Contract and give such bonds within ten (10) calendar days of receipt of such Contract, or such other documents as may be required, this obligation shall remain in full force and effect, and the Surety shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said Bid.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
Witness as to Principal

(Seal)

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(Title)

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(Surety)

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Witness as to Surety

(Seal)

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(Title)

**IFB #PW-1232  
CERTIFICATIONS**

**FORM A**

**NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other 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.

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Date)

**FORM B**

**ATTESTATION OF TAX COMPLIANCE**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Contractors, and withholding and remitting child support.

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Federal Tax Identification or Social Security Number)

\_\_\_\_\_  
(Date)

**FORM C**

**CERTIFICATE OF CORPORATE AUTHORITY** *(if applicable):*

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the corporation named as Bidder in the Bid included herein, that \_\_\_\_\_, who signed said Bid on behalf of the Bidder was then \_\_\_\_\_ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
(Secretary-Clerk)

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Date)

**FORM D**

**CERTIFICATE OF FOREIGN CORPORATION (if applicable)**

In accordance with Massachusetts General Laws Chapter 30, Section 39 and Chapter 149, any foreign Contractor is required to provide a certificate from the secretary of state stating that such corporation has complied with Massachusetts General Laws Chapter 181, Section 3 and 5, including the date of compliance. Further, bidder's attention is called to Massachusetts General Laws Chapter 268A. In connection with which the bidder is requested to submit the following information:

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Full Legal Name

---

Telephone

---

State of Incorporation

---

Principal Place of Business

---

Qualified in Massachusetts

---

Place of Business in Massachusetts

---

Signature

Notarization:

Subscribed and sworn on the \_\_\_\_\_ day of \_\_\_\_\_, 2026

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Title

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Commission expires:

**If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and disregard other parts of the form.**

**FORM E**  
**AFFIRMATIVE ACTION & EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

*Pursuant to Article X, Section 1 of the Framingham Home Rule Charter adopted on April 4, 2017 "All general laws, special laws, town by-laws, town meeting votes, and rules and regulations of or pertaining to Framingham that are in force when this charter takes effect, and not specifically or by implication repealed by this charter, shall continue in full force and effect until amended or repealed, or rescinded by due course of law, or until they expire by their own limitation...."*

**Section 1 - AFFIRMATIVE ACTION REQUIREMENTS**

Bidders are advised of the requirements of the following City By-law, which was adopted at the Special Framingham Town Meeting of December 8, 1971 and approved by the Attorney General on March 14, 1972.

Section 2 - No City agency shall enter into any contract for the purchase of goods or services for the construction, maintenance, renovation or repair of any building, structure, street, way, utility or other public works with any contractor which does not take affirmative action to provide equal employment for all qualified persons without regard to race, color, religion, sex or national origin.

Section 3 - Each bidder and contractor shall include with all bids and all compliance and progress reports submitted to any agency or a report, which shall include:

- A certificate stating that he is currently in compliance with the provisions of the Massachusetts General Laws, Chapter 151 governing nondiscrimination in employment and setting forth the affirmative action he is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin. A copy of any such report shall be filed in the office of the Town Clerk and shall upon filing become a public record.

Section 4 - Every Town Agency shall include in every contract hereinafter entered into the purchase of goods or services or for the construction, maintenance, renovation services or repair of any buildings, structure, street, way utility or other public works the following provisions:

During the performance of this contract, the contractor agrees as follows:

- The contractor will take affirmative action to ensure that employees are solicited and employed and that the employees are treated during employment without regard to race, color, religion, sex or national origin.
- The contractor will in all solicitation or advertisements for employees placed by on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- The contractor and subcontractors will include the provisions of subsections (a) and (b) above in every subcontract or purchase order.

Section 5 - As used in this section, affirmative action means positive steps to ensure all qualified persons equal employment without regard to race, color, religion, sex or national origin at all stages of the employment process, recruitment, selection, placement, promotion, training, layoff and termination. It may include, but not limited to the following:

- Inclusion in all solicitation and advertisements for employees of a statement that the contractor is an "Equal Opportunity Employer."
- Placement of solicitation and advertisements for employees in media that reaches minority groups.
- Notification in writing of all recruitment sources that the contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin.

- Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist in recruitment efforts.
- Participation in or establishment of apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups.
- Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin.

Section 6 - The Human Relations Commission shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a Town contractor, subcontractor, or supplier. Findings and determinations on such investigations, together with the records and recommendations, shall be reported by the Human Relations Commission to the Board of Selectmen and the contracting agency concerned. The Human Relations Commission shall cooperate with the Board of Selectmen and with each contracting agency by providing assistance in reviewing affirmative action plans, and to contractors seeking qualified minority group employees, and shall itself seek such employees.

Section 7 - The provision of this section shall not apply to any contract for less than \$5,000 or to bidders and contractors employing fewer than six persons provided that where the contract is for less than \$5,000 but not less than \$2,000, any Town agency may apply the provision of this section to any contract, bidder, or contractor.

### **EQUAL EMPLOYMENT OPPORTUNITY**

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Reference Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and Section 112 of Public Law 92-65.

Form EDA-503. The Recipient and all Contractors, subcontractors, suppliers, lessees and other parties directly participating in the Recipient's project agree that during and in connection with the associated agreement relating to the Federally assisted program.

(1) They will comply, to the extent applicable, as Contractors, subcontractors, lessees, suppliers, or in any other capacity, with the applicable provisions of the Regulations of the United States Department of Commerce (Part 8 of Subtitle A of Title 15 of the Code of Federal Regulations) issued pursuant to Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and will not thereby discriminate against any person on the grounds of race, color, or national origin in their employment practices, in any of their own contractual arrangements, in all services or accommodations which they offer to the public, and in any of their other business operations, (2) they will provide information required by or pursuant to said Regulations to ascertain compliance with the Regulations and these assurances, and (3) their non-compliance with the nondiscrimination requirements of said Regulations and these assurances shall constitute a breach of their contractual arrangements with the Recipient whereby said agreements may be canceled, terminated or suspended in whole or in part or may be subject to enforcement otherwise by appropriate legal proceedings.

Executive Order 11246, 30 Fed. Reg. 12319 (1965) (Equal Opportunity Clause)

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to

ensure the applicants, are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, record, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Each Contractor and subcontractor of federally financed construction work is required to file an Equal Employment Opportunity Employer Information Report (EEO-1 on Standard Form 100) annually on March 31. Forms and instructions are available at the EDA Regional Office.
- g. In the event of the Contractor' noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed (and remedies involved) as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the provisions of paragraphs a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

1. Exemptions to Above Equal Opportunity Clause (4) CFR Chap.60):

- (1) Contracts and subcontracts not exceeding \$10,000 (other than government bills of lading) are exempt. The amount of the contract, rather than the amount of the Federal financial assistance, shall govern in determining the applicability of this exemption.
- (2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second

- tier.
- (3) Contracts and subcontracts not exceeding \$100,000 for standard commercial supplies or raw materials are exempt.

#### **OTHER PROHIBITED INTEREST**

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interest personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK  
INTENTIONALLY**

City of Framingham, Massachusetts

Date \_\_\_\_\_

To: City of Framingham, Framingham, MA

I have read the Affirmative Action Requirements and Equal Employment Opportunity as adopted by the Town of Framingham on December 8, 1971 and approved by the Massachusetts Attorney General on March 14, 1972 and agree to affirmatively implement all practices necessary to comply with said requirements.

A copy of a portion of the City By-law is attached as part of the bid specifications.

Signed \_\_\_\_\_  
Name Title

Company \_\_\_\_\_

Contract No.: PW-1232 – On Call Soils Management & Disposal Services

**FORM F**

**SAMPLE PAYMENT BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, that we \_\_\_\_\_ with a place of business at

\_\_\_\_\_ as principal (the "Principal"), and \_\_\_\_\_ a corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at \_\_\_\_\_ as Surety (the "Surety"), are held and firmly bound unto City of Framingham as Obligee (the "Obligee"), in the sum of \_\_\_\_\_ lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of \_\_\_\_\_, and entitled **IFB #PW-1232 -On Call Soils Management & Disposal Services**.

NOW, THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the Surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29, as amended, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREFORE, the Principal and Surety have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

[Name and Seal]

[Attorney-In-Fact][Seal]

[Title]

[Address]

[Phone]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

The rate for this Bond is \_\_\_\_\_ % of the first \$ \_\_\_\_\_ and \_\_\_\_\_ % for the next \$ \_\_\_\_\_.

The total premium for this Bond is \$ \_\_\_\_\_.

END OF PAYMENT BOND

**FORM G**

**PREVAILING WAGES:**

The undersigned bidder or quoter hereby certifies, under the pains and penalties of perjury, that the foregoing bid or quote is based upon the payment to laborers employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder or quoter agrees to indemnify the awarding authority for, from and against any loss, expenses, damages, action or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid or quote to be based upon the payment of the said applicable prevailing wage rates, or (2) the failure of the bidder or quoter, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wages.

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Date)

# WEEKLY STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at [mass.gov/dols/pw](http://mass.gov/dols/pw) and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or email, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

## WEEKLY STATEMENT OF COMPLIANCE

\_\_\_\_\_, 20\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

### Massachusetts Weekly Certified Payroll Report and Workforce Participation Form

**Certified Payroll Report:** Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a true and accurate copy of their certified weekly payroll records to the awarding authority by first-class mail or email. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

**Workforce Participation Goals:** The Commonwealth of Massachusetts has set the following goals for workforce participation for minorities and women. The participation goals for this project shall be 15.3% for minorities and 6.9% for women. The Contractor shall strive to achieve on this project the labor workforce participation goals contained herein. **The Contractor shall enter the number of hours worked in each trade by each employee, identified as woman, minority, or non-minority below.**

<b>Company name:</b>		<b>Address:</b>			<b>Phone number:</b>			<b>Payroll number:</b>		
<b>Employer's signature:</b>		<b>Job title:</b>			<b>Contract Number:</b>		<b>Taxpayer ID Number:</b>		<b>Work week ending:</b>	
<b>Awarding Authority name:</b>		<b>Public Works project name:</b>			<b>Public Works Project Location:</b>			<b>Minimum Wage Rate Sheet number:</b>		

Employee name and Complete address		Work classification	Project hours Non-Minority	Project hours Minority	Project hours Women	Employee is OSHA 10 certified (?)	Apprentice Rate Percentage (%)	Hours worked								Project hours (A)	Hourly base wage (B)	Health and Welfare Insurance (C)	ERISA Pension Plan (D)	Supplemental unemployment (E)	(B+C+D+E) (A x F)		Check number (H)
								Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	All other hours						Total Hourly Previous Wage (F)	Project gross wages	

- Apprenticeship Documentation: Please answer the questions below.**
1. Are any apprentice employees identified above? Yes  No
  2. If yes, are all apprentice employees identified above currently registered with the Massachusetts Department of Labor Standards' (DLS) Division of Apprentice Standards (DAS)? Yes  No
  3. If yes, is a copy of the apprentice Identification (ID) card issued by the MA Department of Labor Standards' (DLS), Division of Apprentice Standards (DAS) included for all apprentice employees identified above? Yes  No



**THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS  
Prevailing Wage Rates**

MAURA HEALEY  
Governor

KIM DRISCOLL  
Lt. Governor

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:** Framingham - Department of Public Works **City/Town:** FRAMINGHAM  
**Contract Number:** PW-1232  
**Description of Work:** Testing and disposal of soils, catch basin material, street sweepings, and/or ACW  
**Job Location:** City Wide

**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 updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F “rental of equipment” contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- 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.

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	1/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56	1/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.11	\$0.00	\$70.73
LABORERS	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS - ZONE 2	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.55	\$10.65	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.00	\$10.65	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.50	\$10.65	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.00	\$10.65	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.21	\$0.00	\$70.83
LABORERS	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)							

**Construction**

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
ASPHALT RAKER LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

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ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

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ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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BARCO-TYPE JUMPING TAMPER LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

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BLOCK PAVER, RAMMER / CURB SETTER LABORERS	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.11	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.11	\$0.00	\$72.17
	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.55	\$10.65	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.00	\$10.65	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.50	\$10.65	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.00	\$10.65	\$9.75	\$9.11	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

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BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.21	\$0.00	\$70.83
	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.21	\$0.00	\$72.27

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.21	\$0.00	\$73.71

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

BOILER MAKER	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

<b>Apprentice: BOILER MAKER</b>							
<b>Effective Date: 1/1/2024</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10

**Apprentice to Journeyworker Ratio: 1:4**

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	2/1/2026	\$65.81	\$12.84	\$15.57	\$7.33	\$0.00	\$101.55
BRICKLAYERS LOCAL 3	8/1/2026	\$68.01	\$12.84	\$15.57	\$7.33	\$0.00	\$103.75
BRICKLAYERS LOCAL 3 (LOWELL)	2/1/2027	\$69.41	\$12.84	\$15.57	\$7.33	\$0.00	\$105.15

<b>Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)</b>							
<b>Effective Date: 2/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.91	\$12.84	\$15.57	\$7.33	\$0.00	\$68.65
2	60.00	\$39.49	\$12.84	\$15.57	\$7.33	\$0.00	\$75.23
3	70.00	\$46.07	\$12.84	\$15.57	\$7.33	\$0.00	\$81.81
4	80.00	\$52.65	\$12.84	\$15.57	\$7.33	\$0.00	\$88.39
5	90.00	\$59.23	\$12.84	\$15.57	\$7.33	\$0.00	\$94.97

<b>Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)</b>							
<b>Effective Date: 8/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.01	\$12.84	\$15.57	\$7.33	\$0.00	\$69.75
2	60.00	\$40.81	\$12.84	\$15.57	\$7.33	\$0.00	\$76.55
3	70.00	\$47.61	\$12.84	\$15.57	\$7.33	\$0.00	\$83.35
4	80.00	\$54.41	\$12.84	\$15.57	\$7.33	\$0.00	\$90.15
5	90.00	\$61.21	\$12.84	\$15.57	\$7.33	\$0.00	\$96.95

**Apprentice to Journeyworker Ratio: 1:5**

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BULLDOZER/GRADER/SCRAPER	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS	12/1/2025	\$49.10	\$10.65	\$9.75	\$9.80	\$0.00	\$79.30
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.65	\$10.65	\$9.75	\$9.80	\$0.00	\$80.85
	12/1/2026	\$52.15	\$10.65	\$9.75	\$9.80	\$0.00	\$82.35

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER LABORERS	12/1/2025	\$47.95	\$10.65	\$9.75	\$9.80	\$0.00	\$78.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$49.50	\$10.65	\$9.75	\$9.80	\$0.00	\$79.70
	12/1/2026	\$51.00	\$10.65	\$9.75	\$9.80	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN LABORERS	12/1/2025	\$48.28	\$10.65	\$9.75	\$9.80	\$0.00	\$78.48
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$49.83	\$10.65	\$9.75	\$9.80	\$0.00	\$80.03
	12/1/2026	\$51.33	\$10.65	\$9.75	\$9.80	\$0.00	\$81.53

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CARPENTER CARPENTERS	3/1/2026	\$50.85	\$11.08	\$11.47	\$8.50	\$0.00	\$81.90
CARPENTERS -ZONE 2 (Eastern Massachusetts)	9/1/2026	\$52.10	\$11.08	\$11.47	\$8.50	\$0.00	\$83.15
	3/1/2027	\$53.35	\$11.08	\$11.47	\$8.50	\$0.00	\$84.40

<b>Apprentice: CARPENTER</b>							
<b>Effective Date: 3/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.88	\$11.08	\$0.00	\$1.73	\$0.00	\$35.69
2	45.00	\$22.88	\$11.08	\$0.00	\$1.73	\$0.00	\$35.69
3	55.00	\$27.97	\$11.08	\$0.00	\$3.40	\$0.00	\$42.45
4	55.00	\$27.97	\$11.08	\$0.00	\$3.40	\$0.00	\$42.45
5	70.00	\$35.60	\$11.08	\$11.41	\$5.10	\$0.00	\$63.19
6	70.00	\$35.60	\$11.08	\$11.41	\$5.10	\$0.00	\$63.19
7	80.00	\$40.68	\$11.08	\$11.44	\$6.80	\$0.00	\$70.00
8	80.00	\$40.68	\$11.08	\$11.44	\$6.80	\$0.00	\$70.00



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CEMENT MASONRY/PLASTERING	1/1/2026	\$53.24	\$13.35	\$16.43	\$7.78	\$1.80	\$92.60
PLASTERERS AND CEMENT MASONS LOCAL 534	7/1/2026	\$54.49	\$13.35	\$16.43	\$7.78	\$1.80	\$93.85
Plasterers and Cement Masons - Zone 1	1/1/2027	\$55.94	\$13.35	\$16.43	\$7.78	\$1.80	\$95.30
	7/1/2027	\$57.29	\$13.35	\$16.43	\$7.78	\$1.80	\$96.65
	1/1/2028	\$58.64	\$13.35	\$16.43	\$7.78	\$1.80	\$98.00

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.62	\$13.35	\$16.43	\$0.00	\$0.00	\$56.40
2	60.00	\$31.94	\$13.35	\$16.43	\$7.78	\$1.80	\$71.30
3	65.00	\$34.61	\$13.35	\$16.43	\$7.78	\$1.80	\$73.97
4	70.00	\$37.27	\$13.35	\$16.43	\$7.78	\$1.80	\$76.63
5	75.00	\$39.93	\$13.35	\$16.43	\$7.78	\$1.80	\$79.29
6	80.00	\$42.59	\$13.35	\$16.43	\$7.78	\$1.80	\$81.95
7	90.00	\$47.92	\$13.35	\$16.43	\$0.00	\$0.00	\$77.70

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 7/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.25	\$13.35	\$16.43	\$0.00	\$0.00	\$57.03
2	60.00	\$32.69	\$13.35	\$16.43	\$7.78	\$1.80	\$72.05
3	65.00	\$35.42	\$13.35	\$16.43	\$7.78	\$1.80	\$74.78
4	70.00	\$38.14	\$13.35	\$16.43	\$7.78	\$1.80	\$77.50
5	75.00	\$40.87	\$13.35	\$16.43	\$7.78	\$1.80	\$80.23
6	80.00	\$43.59	\$13.35	\$16.43	\$7.78	\$1.80	\$82.95
7	90.00	\$49.04	\$13.35	\$0.00	\$7.78	\$0.00	\$70.17

**Apprentice to Journeyworker Ratio: 1:5**

CHAIN SAW OPERATOR	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/1/2025	\$59.88	\$16.55	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.88	\$16.55	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.61	\$17.05	\$13.35	\$3.25	\$0.00	\$94.26
	6/1/2026	\$60.61	\$17.05	\$13.35	\$3.25	\$0.00	\$94.26
	12/1/2026	\$62.09	\$17.05	\$13.35	\$3.25	\$0.00	\$95.74
	12/1/2026	\$62.09	\$17.05	\$13.35	\$3.25	\$0.00	\$95.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR	12/1/2025	\$37.37	\$16.55	\$13.35	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$37.37	\$16.55	\$13.35	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: DELEADER (BRIDGE)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

**Apprentice to Journeyworker Ratio: 1:1**

DEMO: ADZEMAN LABORERS	12/1/2025	\$48.00	\$10.65	\$9.75	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 2	6/1/2026	\$49.55	\$10.65	\$9.75	\$9.65	\$0.00	\$79.60
	12/7/2026	\$51.05	\$10.65	\$9.75	\$9.65	\$0.00	\$81.10
	6/7/2027	\$52.65	\$10.65	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.25	\$10.65	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.93	\$10.65	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.60	\$10.65	\$9.75	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS	12/1/2025	\$49.00	\$10.65	\$9.75	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 2	6/1/2026	\$50.55	\$10.65	\$9.75	\$9.65	\$0.00	\$80.60
	12/7/2026	\$52.05	\$10.65	\$9.75	\$9.65	\$0.00	\$82.10
	6/7/2027	\$53.65	\$10.65	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.25	\$10.65	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.93	\$10.65	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.60	\$10.65	\$9.75	\$9.65	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS	12/1/2025	\$48.75	\$10.65	\$9.75	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 2	6/1/2026	\$50.30	\$10.65	\$9.75	\$9.65	\$0.00	\$80.35
	12/7/2026	\$51.80	\$10.65	\$9.75	\$9.65	\$0.00	\$81.85
	6/7/2027	\$53.40	\$10.65	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.00	\$10.65	\$9.75	\$9.65	\$0.00	\$85.05

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/5/2028	\$56.68	\$10.65	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.35	\$10.65	\$9.75	\$9.65	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER LABORERS	12/1/2025	\$49.00	\$10.65	\$9.75	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 2	6/1/2026	\$50.55	\$10.65	\$9.75	\$9.65	\$0.00	\$80.60
	12/7/2026	\$52.05	\$10.65	\$9.75	\$9.65	\$0.00	\$82.10
	6/7/2027	\$53.65	\$10.65	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.25	\$10.65	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.93	\$10.65	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.60	\$10.65	\$9.75	\$9.65	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: JACKHAMMER OPERATOR LABORERS	12/1/2025	\$48.75	\$10.65	\$9.75	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 2	6/1/2026	\$50.30	\$10.65	\$9.75	\$9.65	\$0.00	\$80.35
	12/7/2026	\$51.80	\$10.65	\$9.75	\$9.65	\$0.00	\$81.85
	6/7/2027	\$53.40	\$10.65	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.00	\$10.65	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.68	\$10.65	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.35	\$10.65	\$9.75	\$9.65	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER LABORERS	12/1/2025	\$48.00	\$10.65	\$9.75	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 2	6/1/2026	\$49.55	\$10.65	\$9.75	\$9.65	\$0.00	\$79.60
	12/7/2026	\$51.05	\$10.65	\$9.75	\$9.65	\$0.00	\$81.10
	6/7/2027	\$52.65	\$10.65	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.25	\$10.65	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.93	\$10.65	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.60	\$10.65	\$9.75	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DIVER PILE DRIVER LOCAL 56	8/1/2024	\$78.11	\$10.08	\$11.62	\$10.04	\$0.00	\$109.85
PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	\$78.11	\$10.08	\$11.62	\$10.04	\$0.00	\$109.85

as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate

DIVER TENDER PILE DRIVER LOCAL 56	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16

as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate

DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06

For apprentice rates see "Apprentice- PILE DRIVER"

DIVER/SLURRY (EFFLUENT)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
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**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PILE DRIVER LOCAL 56	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56 (ZONE 1)							

For apprentice rates see "Apprentice- PILE DRIVER"

DRAWBRIDGE OPERATOR (Construction)	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							
DRAWBRIDGE - SEIU LOCAL 888							

ELECTRICIAN	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
ELECTRICIANS LOCAL 103	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90

Apprentice: ELECTRICIAN							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$26.74	\$13.00	\$0.80	\$0.00	\$0.00	\$40.54
2	40.00	\$26.74	\$13.00	\$0.80	\$0.00	\$0.00	\$40.54
3	45.00	\$30.09	\$13.00	\$13.53	\$4.05	\$0.00	\$60.67
4	45.00	\$30.09	\$13.00	\$13.53	\$4.05	\$0.00	\$60.67
5	50.00	\$33.43	\$13.00	\$13.63	\$4.50	\$0.00	\$64.56
6	55.00	\$36.77	\$13.00	\$13.73	\$4.95	\$0.00	\$68.45
7	60.00	\$40.12	\$13.00	\$13.83	\$5.40	\$0.00	\$72.35
8	65.00	\$43.46	\$13.00	\$13.93	\$5.85	\$0.00	\$76.24
9	70.00	\$46.80	\$13.00	\$14.03	\$6.30	\$0.00	\$80.13
10	75.00	\$50.15	\$13.00	\$14.13	\$6.75	\$0.00	\$84.03

Apprentice: ELECTRICIAN							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$27.51	\$13.00	\$0.83	\$0.00	\$0.00	\$41.34
2	40.00	\$27.51	\$13.00	\$0.83	\$0.00	\$0.00	\$41.34
3	45.00	\$30.95	\$13.00	\$13.56	\$4.05	\$0.00	\$61.56
4	45.00	\$30.95	\$13.00	\$13.56	\$4.05	\$0.00	\$61.56
5	50.00	\$34.39	\$13.00	\$13.66	\$4.50	\$0.00	\$65.55
6	55.00	\$37.83	\$13.00	\$13.76	\$4.95	\$0.00	\$69.54
7	60.00	\$41.27	\$13.00	\$13.87	\$5.40	\$0.00	\$73.54
8	65.00	\$44.71	\$13.00	\$13.97	\$5.85	\$0.00	\$77.53
9	70.00	\$48.15	\$13.00	\$14.07	\$6.30	\$0.00	\$81.52
10	75.00	\$51.59	\$13.00	\$14.18	\$6.75	\$0.00	\$85.52

**Apprentice Notes**  
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**Apprentice to Journeyworker Ratio: 2:3**

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTOR	1/1/2026	\$77.26	\$16.38	\$11.06	\$10.70	\$0.00	\$115.40
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$80.55	\$16.48	\$11.16	\$11.00	\$0.00	\$119.19
ELEVATOR CONSTRUCTORS LOCAL 4							

<b>Apprentice: ELEVATOR CONSTRUCTOR</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$38.63	\$0.00	\$0.00	\$0.00	\$0.00	\$38.63
2	55.00	\$42.49	\$16.38	\$11.06	\$10.70	\$0.00	\$80.63
3	65.00	\$50.22	\$16.38	\$11.06	\$10.70	\$0.00	\$88.36
4	70.00	\$54.08	\$16.38	\$11.06	\$10.70	\$0.00	\$92.22
5	80.00	\$61.81	\$16.38	\$11.06	\$10.70	\$0.00	\$99.95

<b>Apprentice: ELEVATOR CONSTRUCTOR</b>							
<b>Effective Date: 1/1/2027</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$40.28	\$0.00	\$0.00	\$0.00	\$0.00	\$40.28
2	55.00	\$44.30	\$16.48	\$11.16	\$11.00	\$0.00	\$82.94
3	65.00	\$52.36	\$16.48	\$11.16	\$11.00	\$0.00	\$91.00
4	70.00	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
5	80.00	\$64.44	\$16.48	\$11.16	\$11.00	\$0.00	\$103.08

**Apprentice to Journeyworker Ratio: 1:1**

ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$54.08	\$16.38	\$11.06	\$10.07	\$0.00	\$91.59
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
ELEVATOR CONSTRUCTORS LOCAL 4							

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	5/1/2026	\$54.40	\$16.55	\$13.35	\$3.25	\$0.00	\$87.55
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$55.69	\$16.55	\$13.35	\$3.25	\$0.00	\$88.84
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$57.12	\$16.55	\$13.35	\$3.25	\$0.00	\$90.27

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	5/1/2026	\$56.02	\$16.55	\$13.35	\$3.25	\$0.00	\$89.17
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$57.32	\$16.55	\$13.35	\$3.25	\$0.00	\$90.47
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$58.77	\$16.55	\$13.35	\$3.25	\$0.00	\$91.92

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	5/1/2026	\$26.28	\$16.55	\$13.35	\$3.25	\$0.00	\$59.43
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$27.04	\$16.55	\$13.35	\$3.25	\$0.00	\$60.19
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$27.89	\$16.55	\$13.35	\$3.25	\$0.00	\$61.04

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
ELECTRICIANS LOCAL 103	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE	3/1/2026	\$53.49	\$13.00	\$14.23	\$7.20	\$0.00	\$87.92
/ COMMISSIONING	9/1/2026	\$55.02	\$13.00	\$14.28	\$7.20	\$0.00	\$89.50
ELECTRICIANS LOCAL 103	3/1/2027	\$55.98	\$13.00	\$14.31	\$7.20	\$0.00	\$90.49
ELECTRICIANS LOCAL 103	9/1/2027	\$57.50	\$13.00	\$14.36	\$7.20	\$0.00	\$92.06
	3/1/2028	\$58.46	\$13.00	\$14.38	\$7.20	\$0.00	\$93.04
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN (ASST. ENGINEER)	12/1/2025	\$47.09	\$16.55	\$13.35	\$3.25	\$0.00	\$80.24
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$47.55	\$17.05	\$13.35	\$3.25	\$0.00	\$81.20
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$48.73	\$17.05	\$13.35	\$3.25	\$0.00	\$82.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/1/2025	\$28.09	\$10.65	\$9.75	\$9.21	\$0.00	\$57.70
LABORERS	6/1/2026	\$29.21	\$10.65	\$9.75	\$9.21	\$0.00	\$58.82
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$29.21	\$10.65	\$9.75	\$9.21	\$0.00	\$58.82
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FLOORCOVERER	3/1/2026	\$59.24	\$10.33	\$11.47	\$8.80	\$0.00	\$89.84
FLOORCOVERERS LOCAL 2168	9/1/2026	\$60.74	\$10.33	\$11.47	\$8.80	\$0.00	\$91.34
FLOORCOVERERS LOCAL 2168 ZONE I	3/1/2027	\$62.24	\$10.33	\$11.47	\$8.80	\$0.00	\$92.84

<b>Apprentice: FLOORCOVERER</b>							
<b>Effective Date: 3/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$26.66	\$10.33	\$0.00	\$1.76	\$0.00	\$38.75
2	45.00	\$26.66	\$10.33	\$0.00	\$1.76	\$0.00	\$38.75
3	55.00	\$32.58	\$10.33	\$0.00	\$3.52	\$0.00	\$46.43
4	55.00	\$32.58	\$10.33	\$0.00	\$3.52	\$0.00	\$46.43
5	70.00	\$41.47	\$10.33	\$11.47	\$5.28	\$0.00	\$68.55
6	70.00	\$41.47	\$10.33	\$11.47	\$5.28	\$0.00	\$68.55
7	80.00	\$47.39	\$10.33	\$11.47	\$7.04	\$0.00	\$76.23
8	80.00	\$47.39	\$10.33	\$11.47	\$7.04	\$0.00	\$76.23

<b>Apprentice: FLOORCOVERER</b>							
<b>Effective Date: 9/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
7	80.00	\$39.25	\$10.35	\$12.00	\$10.00	\$0.00	\$71.60
8	90.00	\$44.15	\$10.35	\$12.00	\$11.25	\$0.00	\$77.75

**Apprentice to Journeyworker Ratio: 1:1**

HOISTING ENGINEER/CRANES/GRADALLS	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48

<b>Apprentice: HOISTING ENGINEER/CRANES/GRADALLS</b>							
<b>Effective Date: 12/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.88	\$0.00	\$0.00	\$0.00	\$0.00	\$32.88
2	60.00	\$35.87	\$16.55	\$13.35	\$3.25	\$0.00	\$69.02
3	65.00	\$38.86	\$16.55	\$13.35	\$3.25	\$0.00	\$72.01
4	70.00	\$41.85	\$16.55	\$13.35	\$3.25	\$0.00	\$75.00
5	75.00	\$44.84	\$16.55	\$13.35	\$3.25	\$0.00	\$77.99
6	80.00	\$47.82	\$16.55	\$13.35	\$3.25	\$0.00	\$80.97
7	85.00	\$50.81	\$16.55	\$13.35	\$3.25	\$0.00	\$83.96
8	90.00	\$53.80	\$16.55	\$13.35	\$3.25	\$0.00	\$86.95

<b>Apprentice: HOISTING ENGINEER/CRANES/GRADALLS</b>							
<b>Effective Date: 12/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.88	\$0.00	\$0.00	\$0.00	\$0.00	\$32.88
2	60.00	\$35.87	\$16.55	\$13.35	\$3.25	\$0.00	\$69.02
3	65.00	\$38.86	\$16.55	\$13.35	\$3.25	\$0.00	\$72.01
4	70.00	\$41.85	\$16.55	\$13.35	\$3.25	\$0.00	\$75.00
5	75.00	\$44.84	\$16.55	\$13.35	\$3.25	\$0.00	\$77.99
6	80.00	\$47.82	\$16.55	\$13.35	\$3.25	\$0.00	\$80.97
7	85.00	\$50.81	\$16.55	\$13.35	\$3.25	\$0.00	\$83.96
8	90.00	\$53.80	\$16.55	\$13.35	\$3.25	\$0.00	\$86.95

**Apprentice to Journeyworker Ratio: 1:6**

HVAC (DUCTWORK)	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
SHEETMETAL WORKERS LOCAL 17							
SHEETMETAL WORKERS LOCAL 17 - A							

For apprentice rates see "Apprentice- SHEET METAL WORKER"

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
ELECTRICIANS LOCAL 103	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HVAC MECHANIC PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HYDRAULIC DRILLS LABORERS	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.11	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.11	\$0.00	\$72.17
	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.55	\$10.65	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.00	\$10.65	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.50	\$10.65	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.00	\$10.65	\$9.75	\$9.11	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.21	\$0.00	\$70.83
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.21	\$0.00	\$72.27
	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.21	\$0.00	\$73.71

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6	9/1/2025	\$60.34	\$14.75	\$9.52	\$10.09	\$0.00	\$94.70
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	9/1/2026	\$63.76	\$14.75	\$9.52	\$10.09	\$0.00	\$98.12

Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$30.17	\$14.75	\$9.27	\$5.05	\$0.00	\$59.24
2	60.00	\$36.20	\$14.75	\$9.32	\$6.05	\$0.00	\$66.32
3	70.00	\$42.24	\$14.75	\$9.37	\$7.06	\$0.00	\$73.42
4	80.00	\$48.27	\$14.75	\$9.42	\$8.07	\$0.00	\$80.51

**Construction**

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
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<b>Apprentice: INSULATOR (PIPES &amp; TANKS)</b>							
<b>Effective Date: 9/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.88	\$14.75	\$9.27	\$5.05	\$0.00	\$60.95
2	60.00	\$38.26	\$14.75	\$9.32	\$6.05	\$0.00	\$68.38
3	70.00	\$44.63	\$14.75	\$9.37	\$7.06	\$0.00	\$75.81
4	80.00	\$51.01	\$14.75	\$9.42	\$8.07	\$0.00	\$83.25

**Apprentice to Journeyworker Ratio: 1:4**

IRONWORKER/WELDER IRONWORKERS LOCAL 7 IRONWORKERS LOCAL 7 (BOSTON AREA)	9/16/2025	\$57.87	\$9.05	\$12.75	\$14.50	\$0.00	\$94.17
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<b>Apprentice: IRONWORKER/WELDER</b>							
<b>Effective Date: 9/16/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$34.72	\$9.05	\$12.75	\$4.50	\$0.00	\$61.02
2	75.00	\$43.40	\$9.05	\$12.75	\$4.50	\$0.00	\$69.70
3	85.00	\$49.19	\$9.05	\$12.75	\$4.50	\$0.00	\$75.49
4	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Apprentice to Journeyworker Ratio: 1:4**

JACKHAMMER & PAVING BREAKER OPERATOR	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
LABORERS	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42
	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76

Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$10.15	\$9.50	\$9.11	\$0.00	\$53.79
2	70.00	\$29.20	\$10.15	\$9.50	\$9.11	\$0.00	\$57.96
3	80.00	\$33.38	\$10.15	\$9.50	\$9.11	\$0.00	\$62.14
4	90.00	\$37.55	\$10.15	\$9.50	\$9.11	\$0.00	\$66.31

Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$10.15	\$9.50	\$9.11	\$0.00	\$53.79
2	70.00	\$29.20	\$10.15	\$9.50	\$9.11	\$0.00	\$57.96
3	80.00	\$33.38	\$10.15	\$9.50	\$9.11	\$0.00	\$62.14
4	90.00	\$37.55	\$10.15	\$9.50	\$9.11	\$0.00	\$66.31

Apprentice to Journeyworker Ratio: 1:5

LABORER (HEAVY & HIGHWAY)	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.21	\$0.00	\$70.08
LABORERS	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.21	\$0.00	\$70.08
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.21	\$0.00	\$71.52
	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.21	\$0.00	\$71.52
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.21	\$0.00	\$72.96
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.21	\$0.00	\$72.96

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$10.15	\$9.50	\$9.21	\$0.00	\$53.89
2	70.00	\$29.20	\$10.15	\$9.50	\$9.21	\$0.00	\$58.06
3	80.00	\$33.38	\$10.15	\$9.50	\$9.21	\$0.00	\$62.24
4	90.00	\$37.55	\$10.15	\$9.50	\$9.21	\$0.00	\$66.41

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$10.15	\$9.50	\$9.21	\$0.00	\$53.89

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: LABORER (HEAVY &amp; HIGHWAY)</b>							
<b>Effective Date: 12/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	70.00	\$29.20	\$10.15	\$9.50	\$9.21	\$0.00	\$58.06
3	80.00	\$33.38	\$10.15	\$9.50	\$9.21	\$0.00	\$62.24
4	90.00	\$37.55	\$10.15	\$9.50	\$9.21	\$0.00	\$66.41
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
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LABORER: CARPENTER TENDER LABORERS	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
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LABORER: CEMENT FINISHER TENDER LABORERS	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
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LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS	12/1/2025	\$40.56	\$10.65	\$9.75	\$9.65	\$0.00	\$70.61
LABORERS - ZONE 2	6/1/2026	\$42.00	\$10.65	\$9.75	\$9.65	\$0.00	\$72.05
	12/7/2026	\$43.44	\$10.65	\$9.75	\$9.65	\$0.00	\$73.49
	6/7/2027	\$44.89	\$10.65	\$9.75	\$9.65	\$0.00	\$74.94
	12/6/2027	\$46.34	\$10.65	\$9.75	\$9.65	\$0.00	\$76.39
	6/5/2028	\$47.84	\$10.65	\$9.75	\$9.65	\$0.00	\$77.89
	12/4/2028	\$49.34	\$10.65	\$9.75	\$9.65	\$0.00	\$79.39
For apprentice rates see "Apprentice- LABORER"							
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LABORER: MASON TENDER LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
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LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
LABORER: MULTI-TRADE TENDER LABORERS	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76

This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3	2/1/2026	\$52.08	\$12.84	\$15.57	\$5.78	\$0.00	\$86.27
BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	\$53.84	\$12.84	\$15.57	\$5.78	\$0.00	\$88.03
	2/1/2027	\$54.96	\$12.84	\$15.57	\$5.78	\$0.00	\$89.15

<b>Apprentice: MARBLE &amp; TILE FINISHERS</b>							
<b>Effective Date: 2/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.04	\$12.84	\$15.57	\$5.78	\$0.00	\$60.23
2	60.00	\$31.25	\$12.84	\$15.57	\$5.78	\$0.00	\$65.44
3	70.00	\$36.46	\$12.84	\$15.57	\$5.78	\$0.00	\$70.65
4	80.00	\$41.66	\$12.84	\$15.57	\$5.78	\$0.00	\$75.85
5	90.00	\$46.87	\$12.84	\$15.57	\$5.78	\$0.00	\$81.06

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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<b>Apprentice: MARBLE &amp; TILE FINISHERS</b>							
<b>Effective Date: 8/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.92	\$12.84	\$15.57	\$5.78	\$0.00	\$61.11
2	60.00	\$32.30	\$12.84	\$15.57	\$5.78	\$0.00	\$66.49
3	70.00	\$37.69	\$12.84	\$15.57	\$5.78	\$0.00	\$71.88
4	80.00	\$43.07	\$12.84	\$15.57	\$5.78	\$0.00	\$77.26
5	90.00	\$48.46	\$12.84	\$15.57	\$5.78	\$0.00	\$82.65

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	2/1/2026	\$67.97	\$12.84	\$15.57	\$7.99	\$0.00	\$104.37
BRICKLAYERS LOCAL 3	8/1/2026	\$70.17	\$12.84	\$15.57	\$7.99	\$0.00	\$106.57
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$71.57	\$12.84	\$15.57	\$7.99	\$0.00	\$107.97

<b>Apprentice: MARBLE MASONS,TILELAYERS &amp; TERRAZZO MECH</b>							
<b>Effective Date: 2/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.99	\$12.84	\$15.57	\$7.99	\$0.00	\$70.39
2	60.00	\$40.78	\$12.84	\$15.57	\$7.99	\$0.00	\$77.18
3	70.00	\$47.58	\$12.84	\$15.57	\$7.99	\$0.00	\$83.98
4	80.00	\$54.38	\$12.84	\$15.57	\$7.99	\$0.00	\$90.78
5	90.00	\$61.17	\$12.84	\$15.57	\$7.99	\$0.00	\$97.57

<b>Apprentice: MARBLE MASONS,TILELAYERS &amp; TERRAZZO MECH</b>							
<b>Effective Date: 8/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.09	\$12.84	\$15.57	\$7.99	\$0.00	\$71.49
2	60.00	\$42.10	\$12.84	\$15.57	\$7.99	\$0.00	\$78.50
3	70.00	\$49.12	\$12.84	\$15.57	\$7.99	\$0.00	\$85.52
4	80.00	\$56.14	\$12.84	\$15.57	\$7.99	\$0.00	\$92.54
5	90.00	\$63.15	\$12.84	\$15.57	\$7.99	\$0.00	\$99.55

Apprentice to Journeyworker Ratio: 1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
MILLWRIGHT (Zone 2)	1/5/2026	\$46.86	\$10.58	\$11.47	\$10.00	\$0.00	\$78.91
MILLWRIGHTS LOCAL 1121							
MILLWRIGHTS LOCAL 1121 - Zone 2							

Apprentice: MILLWRIGHT (Zone 2)							
Effective Date: 1/5/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$25.77	\$10.58	\$0.00	\$5.50	\$0.00	\$41.85
2	65.00	\$30.46	\$10.58	\$0.00	\$6.50	\$0.00	\$47.54
3	75.00	\$35.15	\$10.58	\$11.47	\$7.50	\$0.00	\$64.70
4	85.00	\$39.83	\$10.58	\$11.47	\$8.50	\$0.00	\$70.38

**Apprentice Notes**

Step 1&2 Appr. indentured after 1/6/2020 receive no pension,

**Apprentice to Journeyworker Ratio: 1:4**

MORTAR MIXER LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/1/2025	\$25.08	\$16.55	\$13.35	\$3.25	\$0.00	\$58.23
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$25.08	\$16.55	\$13.35	\$3.25	\$0.00	\$58.23
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$25.07	\$17.05	\$13.35	\$3.25	\$0.00	\$58.72
	6/1/2026	\$25.07	\$17.05	\$13.35	\$3.25	\$0.00	\$58.72
	12/1/2026	\$25.74	\$17.05	\$13.35	\$3.25	\$0.00	\$59.39
	12/1/2026	\$25.74	\$17.05	\$13.35	\$3.25	\$0.00	\$59.39

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	12/1/2025	\$31.05	\$16.55	\$13.35	\$3.25	\$0.00	\$64.20
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$31.05	\$16.55	\$13.35	\$3.25	\$0.00	\$64.20
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$31.17	\$17.05	\$13.35	\$3.25	\$0.00	\$64.82
	6/1/2026	\$31.17	\$17.05	\$13.35	\$3.25	\$0.00	\$64.82
	12/1/2026	\$31.97	\$17.05	\$13.35	\$3.25	\$0.00	\$65.62
	12/1/2026	\$31.97	\$17.05	\$13.35	\$3.25	\$0.00	\$65.62

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.50	\$0.00	\$94.41
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (BRIDGES/TANKS)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

**Apprentice to Journeyworker Ratio: 1:1**

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2026	\$50.46	\$10.35	\$12.00	\$12.60	\$0.00	\$85.41
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.23	\$10.35	\$0.00	\$0.00	\$0.00	\$35.58
2	55.00	\$27.75	\$10.35	\$0.00	\$6.93	\$0.00	\$45.03
3	60.00	\$30.28	\$10.35	\$0.00	\$7.56	\$0.00	\$48.19
4	65.00	\$32.80	\$10.35	\$0.00	\$8.19	\$0.00	\$51.34
5	70.00	\$35.32	\$10.35	\$12.00	\$8.82	\$0.00	\$66.49
6	75.00	\$37.85	\$10.35	\$12.00	\$9.45	\$0.00	\$69.65
7	80.00	\$40.37	\$10.35	\$12.00	\$10.08	\$0.00	\$72.80
8	90.00	\$45.41	\$10.35	\$12.00	\$11.34	\$0.00	\$79.10

**Apprentice to Journeyworker Ratio: 1:1**

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	\$48.52	\$10.35	\$12.00	\$12.60	\$0.00	\$83.47
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: PAINTER / TAPER (BRUSH, REPAINT)</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	65.00	\$30.63	\$10.35	\$0.00	\$8.19	\$0.00	\$49.17
5	70.00	\$32.98	\$10.35	\$12.00	\$8.82	\$0.00	\$64.15
6	75.00	\$35.34	\$10.35	\$12.00	\$9.45	\$0.00	\$67.14
7	80.00	\$37.70	\$10.35	\$12.00	\$10.08	\$0.00	\$70.13
8	90.00	\$42.41	\$10.35	\$12.00	\$11.34	\$0.00	\$76.10
<b>Apprentice to Journeyworker Ratio: 1:1</b>							
Painter Traffic Markings (Heavy/Highway) Laborers	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.21	\$0.00	\$70.08
Laborers - Zone 2 (Heavy & Highway)	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.21	\$0.00	\$71.52
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.21	\$0.00	\$72.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
Panel & Pickup Trucks Driver	1/1/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$0.00	\$78.73
Teamsters Joint Council No. 10	1/1/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$0.00	\$78.73
Teamsters Joint Council No. 10 Zone B	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07
	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07
Pier and Dock Constructor (Underpinning and Deck)	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
Pile Driver Local 56							
Pile Driver Local 56 (Zone 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
Pile Driver	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
Pile Driver Local 56							
Pile Driver Local 56 (Zone 1)							
<b>Apprentice: PILE DRIVER</b>							
<b>Effective Date: 8/1/2024</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$25.11	\$10.08	\$0.00	\$2.53	\$0.00	\$37.72
2	55.00	\$30.68	\$10.08	\$0.00	\$5.07	\$0.00	\$45.83
3	70.00	\$39.05	\$10.08	\$11.62	\$7.60	\$0.00	\$68.35
4	80.00	\$44.63	\$10.08	\$11.62	\$10.14	\$0.00	\$76.47
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
Pipefitter & Steamfitter	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
Pipefitters Local 537							
Pipefitters Local 537							



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: PLUMBERS &amp; GASFITTERS</b>							
<b>Effective Date: 8/31/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$26.18	\$15.32	\$4.61	\$2.80	\$0.00	\$48.91
2	40.00	\$29.92	\$15.32	\$5.22	\$3.20	\$0.00	\$53.66
3	55.00	\$41.13	\$15.32	\$7.07	\$5.20	\$0.00	\$68.72
4	65.00	\$48.61	\$15.32	\$8.30	\$5.20	\$0.00	\$77.43
5	75.00	\$56.09	\$15.32	\$9.53	\$6.00	\$0.00	\$86.94
<b>Apprentice to Journeyworker Ratio: 1:2</b>							
PNEUMATIC CONTROLS (TEMP.) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER LABORERS	12/1/2025	\$41.47	\$10.65	\$9.75	\$9.11	\$0.00	\$70.98
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.65	\$9.75	\$9.11	\$0.00	\$72.42
	12/1/2026	\$44.35	\$10.65	\$9.75	\$9.11	\$0.00	\$73.86
	6/1/2027	\$45.80	\$10.65	\$9.75	\$9.11	\$0.00	\$75.31
	12/1/2027	\$47.25	\$10.65	\$9.75	\$9.11	\$0.00	\$76.76
	6/1/2028	\$48.75	\$10.65	\$9.75	\$9.11	\$0.00	\$78.26
	12/1/2028	\$50.25	\$10.65	\$9.75	\$9.11	\$0.00	\$79.76
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$41.47	\$10.65	\$9.75	\$9.21	\$0.00	\$71.08
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.91	\$10.65	\$9.75	\$9.21	\$0.00	\$72.52
	12/1/2026	\$44.35	\$10.65	\$9.75	\$9.21	\$0.00	\$73.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PUMP OPERATOR (CONCRETE)	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PUMP OPERATOR (DEWATERING, OTHER)	12/1/2025	\$37.37	\$16.55	\$13.35	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$37.37	\$16.55	\$13.35	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

READY-MIX CONCRETE DRIVER TEAMSTERS 170 TEAMSTERS 170 - Dauphinis (Bellingham)	1/1/2025	\$27.60	\$11.26	\$6.15	\$0.00	\$0.00	\$45.01
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RECLAIMERS	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

ROLLER/SPREADER/MULCHING MACHINE	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) ROOFERS LOCAL 33 ROOFERS LOCAL 33	2/1/2026	\$53.53	\$14.53	\$12.67	\$9.03	\$0.00	\$89.76
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**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	1/1/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$0.00	\$79.48
TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$0.00	\$79.48
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$0.00	\$80.48
	6/1/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$0.00	\$80.48
	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22
	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22
	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82
	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82
SPRINKLER FITTER	1/1/2026	\$72.05	\$13.45	\$7.45	\$18.25	\$0.00	\$111.20
SPRINKLER FITTERS LOCAL 550							
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1							

<b>Apprentice: SPRINKLER FITTER</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.22	\$13.45	\$13.84	\$0.00	\$0.00	\$52.51
2	40.00	\$28.82	\$13.45	\$14.75	\$0.00	\$0.00	\$57.02
3	45.00	\$32.42	\$13.45	\$15.67	\$0.00	\$0.00	\$61.54
4	50.00	\$36.03	\$13.45	\$16.57	\$0.00	\$0.00	\$66.05
5	55.00	\$39.63	\$13.45	\$17.49	\$0.00	\$0.00	\$70.57
6	60.00	\$43.23	\$13.45	\$18.40	\$0.00	\$0.00	\$75.08
7	65.00	\$46.83	\$13.45	\$19.32	\$0.00	\$0.00	\$79.60
8	70.00	\$50.44	\$13.45	\$20.22	\$0.00	\$0.00	\$84.11
9	75.00	\$54.04	\$13.45	\$21.15	\$0.00	\$0.00	\$88.64
10	80.00	\$57.64	\$13.45	\$22.05	\$0.00	\$0.00	\$93.14

**Apprentice Notes**

Apprentice entered prior 9/30/10:

**Apprentice to Journeyworker Ratio: 1:3**

STEAM BOILER OPERATOR	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN	3/1/2026	\$53.49	\$13.00	\$14.23	\$7.20	\$0.00	\$87.92
TELECOMMUNICATION TECHNICIAN	9/1/2026	\$55.02	\$13.00	\$14.28	\$7.20	\$0.00	\$89.50
ELECTRICIANS LOCAL 103	3/1/2027	\$55.98	\$13.00	\$14.31	\$7.20	\$0.00	\$90.49
ELECTRICIANS LOCAL 103	9/1/2027	\$57.50	\$13.00	\$14.36	\$7.20	\$0.00	\$92.06

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	3/1/2028	\$58.46	\$13.00	\$14.38	\$7.20	\$0.00	\$93.04

For apprentice rates and ratios see "Apprentice- ELECTRICIAN"

<b>Apprentice: TELECOMMUNICATION TECHNICIAN</b>							
<b>Effective Date: 3/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$24.07	\$13.00	\$0.72	\$0.00	\$0.00	\$37.79
2	45.00	\$24.07	\$13.00	\$0.72	\$0.00	\$0.00	\$37.79
3	50.00	\$26.75	\$13.00	\$13.43	\$3.60	\$0.00	\$56.78
4	50.00	\$26.75	\$13.00	\$13.43	\$3.60	\$0.00	\$56.78
5	55.00	\$29.42	\$13.00	\$13.51	\$3.96	\$0.00	\$59.89
6	60.00	\$32.09	\$13.00	\$13.59	\$4.32	\$0.00	\$63.00
7	65.00	\$34.77	\$13.00	\$13.67	\$4.68	\$0.00	\$66.12
8	70.00	\$37.44	\$13.00	\$13.75	\$5.04	\$0.00	\$69.23
9	75.00	\$40.12	\$13.00	\$13.83	\$5.40	\$0.00	\$72.35
10	80.00	\$42.79	\$13.00	\$13.91	\$5.76	\$0.00	\$75.46

<b>Apprentice: TELECOMMUNICATION TECHNICIAN</b>							
<b>Effective Date: 9/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$24.76	\$13.00	\$0.74	\$0.00	\$0.00	\$38.50
2	45.00	\$24.76	\$13.00	\$0.74	\$0.00	\$0.00	\$38.50
3	50.00	\$27.51	\$13.00	\$13.46	\$3.60	\$0.00	\$57.57
4	50.00	\$27.51	\$13.00	\$13.46	\$3.60	\$0.00	\$57.57
5	55.00	\$30.26	\$13.00	\$13.54	\$3.96	\$0.00	\$60.76
6	60.00	\$33.01	\$13.00	\$13.62	\$4.32	\$0.00	\$63.95
7	65.00	\$35.76	\$13.00	\$13.70	\$4.68	\$0.00	\$67.14
8	70.00	\$38.51	\$13.00	\$13.79	\$5.04	\$0.00	\$70.34
9	75.00	\$41.27	\$13.00	\$13.87	\$5.40	\$0.00	\$73.54
10	80.00	\$44.02	\$13.00	\$13.96	\$5.76	\$0.00	\$76.74

**Apprentice to Journeyworker Ratio: 1:1**

TERRAZZO FINISHERS	2/1/2026	\$66.89	\$12.84	\$15.57	\$8.02	\$0.00	\$103.32
BRICKLAYERS LOCAL 3	8/1/2026	\$69.09	\$12.84	\$15.57	\$8.02	\$0.00	\$105.52
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$70.49	\$12.84	\$15.57	\$8.02	\$0.00	\$106.92

<b>Apprentice: TERRAZZO FINISHERS</b>							
<b>Effective Date: 2/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.45	\$12.84	\$15.57	\$8.02	\$0.00	\$69.88
2	60.00	\$40.13	\$12.84	\$15.57	\$8.02	\$0.00	\$76.56
3	70.00	\$46.82	\$12.84	\$15.57	\$8.02	\$0.00	\$83.25
4	80.00	\$53.51	\$12.84	\$15.57	\$8.02	\$0.00	\$89.94

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: TERRAZZO FINISHERS</b>							
<b>Effective Date: 2/1/2026</b>							
<b>Step</b>	<b>Percent</b>	<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
5	90.00	\$60.20	\$12.84	\$15.57	\$8.02	\$0.00	\$96.63
<b>Apprentice: TERRAZZO FINISHERS</b>							
<b>Effective Date: 8/1/2026</b>							
<b>Step</b>	<b>Percent</b>	<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
1	50.00	\$34.55	\$12.84	\$15.57	\$8.02	\$0.00	\$70.98
2	60.00	\$41.45	\$12.84	\$15.57	\$8.02	\$0.00	\$77.88
3	70.00	\$48.36	\$12.84	\$15.57	\$8.02	\$0.00	\$84.79
4	80.00	\$55.27	\$12.84	\$15.57	\$8.02	\$0.00	\$91.70
5	90.00	\$62.18	\$12.84	\$15.57	\$8.02	\$0.00	\$98.61
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
TEST BORING DRILLER LABORERS	12/1/2025	\$51.95	\$10.65	\$9.75	\$9.80	\$0.00	\$82.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$53.50	\$10.65	\$9.75	\$9.80	\$0.00	\$83.70
	12/1/2026	\$55.00	\$10.65	\$9.75	\$9.80	\$0.00	\$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER LABORERS	12/1/2025	\$48.07	\$10.65	\$9.75	\$9.80	\$0.00	\$78.27
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$49.62	\$10.65	\$9.75	\$9.80	\$0.00	\$79.82
	12/1/2026	\$51.12	\$10.65	\$9.75	\$9.80	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER LABORERS	12/1/2025	\$47.95	\$10.65	\$9.75	\$9.80	\$0.00	\$78.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$49.50	\$10.65	\$9.75	\$9.80	\$0.00	\$79.70
	12/1/2026	\$51.00	\$10.65	\$9.75	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77
	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR LABORERS	12/1/2025	\$60.18	\$10.65	\$9.75	\$10.25	\$0.00	\$90.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$61.73	\$10.65	\$9.75	\$10.25	\$0.00	\$92.38
	12/1/2026	\$63.23	\$10.65	\$9.75	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS	12/1/2025	\$62.18	\$10.65	\$9.75	\$10.25	\$0.00	\$92.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$63.73	\$10.65	\$9.75	\$10.25	\$0.00	\$94.38
	12/1/2026	\$65.23	\$10.65	\$9.75	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR LABORERS	12/1/2025	\$52.25	\$10.65	\$9.75	\$10.25	\$0.00	\$82.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$53.80	\$10.65	\$9.75	\$10.25	\$0.00	\$84.45
	12/1/2026	\$55.30	\$10.65	\$9.75	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS	12/1/2025	\$54.25	\$10.65	\$9.75	\$10.25	\$0.00	\$84.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$55.80	\$10.65	\$9.75	\$10.25	\$0.00	\$86.45
	12/1/2026	\$57.30	\$10.65	\$9.75	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
WAGON DRILL OPERATOR LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	3/2/2026	\$72.64	\$15.32	\$12.61	\$8.00	\$0.00	\$108.57
PLUMBERS & GASFITTERS LOCAL 12	8/31/2026	\$74.79	\$15.32	\$12.61	\$8.00	\$0.00	\$110.72
	3/1/2027	\$76.94	\$15.32	\$12.61	\$8.00	\$0.00	\$112.87
	8/30/2027	\$79.09	\$15.32	\$12.61	\$8.00	\$0.00	\$115.02

**Construction**

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
	2/2/2028	\$81.29	\$15.32	\$12.61	\$8.00	\$0.00	\$117.22
	9/4/2028	\$83.49	\$15.32	\$12.61	\$8.00	\$0.00	\$119.42
	3/5/2029	\$85.69	\$15.32	\$12.61	\$8.00	\$0.00	\$121.62
	9/3/2029	\$87.89	\$15.32	\$12.61	\$8.00	\$0.00	\$123.82
	3/4/2030	\$89.84	\$15.32	\$12.61	\$8.00	\$0.00	\$125.77

For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"

**Rental of Equipment**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	1/1/2026	\$40.95	\$16.17	\$0.00	\$0.00	\$0.00	\$57.12
TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$40.95	\$16.17	\$0.00	\$0.00	\$0.00	\$57.12
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$41.95	\$16.17	\$0.00	\$0.00	\$0.00	\$58.12
	6/1/2026	\$41.95	\$16.17	\$0.00	\$0.00	\$0.00	\$58.12
	12/1/2026	\$41.95	\$16.17	\$0.00	\$0.00	\$0.00	\$58.12
	12/1/2026	\$41.95	\$16.17	\$0.00	\$0.00	\$0.00	\$58.12
	1/1/2027	\$41.95	\$16.77	\$0.00	\$0.00	\$0.00	\$58.72
	1/1/2027	\$41.95	\$16.77	\$0.00	\$0.00	\$0.00	\$58.72
(3 AXLE) DRIVER - EQUIPMENT	1/1/2026	\$41.02	\$16.17	\$0.00	\$0.00	\$0.00	\$57.19
TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.02	\$16.17	\$0.00	\$0.00	\$0.00	\$57.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$42.02	\$16.17	\$0.00	\$0.00	\$0.00	\$58.19
	6/1/2026	\$42.02	\$16.17	\$0.00	\$0.00	\$0.00	\$58.19
	12/1/2026	\$42.02	\$16.17	\$0.00	\$0.00	\$0.00	\$58.19
	12/1/2026	\$42.02	\$16.17	\$0.00	\$0.00	\$0.00	\$58.19
	1/1/2027	\$42.02	\$16.77	\$0.00	\$0.00	\$0.00	\$58.79
	1/1/2027	\$42.02	\$16.77	\$0.00	\$0.00	\$0.00	\$58.79
(4 & 5 AXLE) DRIVER - EQUIPMENT	1/1/2026	\$41.14	\$16.17	\$0.00	\$0.00	\$0.00	\$57.31
TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.14	\$16.17	\$0.00	\$0.00	\$0.00	\$57.31
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$42.14	\$16.17	\$0.00	\$0.00	\$0.00	\$58.31
	6/1/2026	\$42.14	\$16.17	\$0.00	\$0.00	\$0.00	\$58.31
	12/1/2026	\$42.14	\$16.17	\$0.00	\$0.00	\$0.00	\$58.31
	12/1/2026	\$42.14	\$16.17	\$0.00	\$0.00	\$0.00	\$58.31
	1/1/2027	\$42.14	\$16.77	\$0.00	\$0.00	\$0.00	\$58.91
	1/1/2027	\$42.14	\$16.77	\$0.00	\$0.00	\$0.00	\$58.91
ADS/SUBMERSIBLE PILOT	1/1/2024	\$117.16	\$10.08	\$0.00	\$0.00	\$0.00	\$127.24
PILE DRIVER LOCAL 56	1/1/2024	\$117.16	\$10.08	\$0.00	\$0.00	\$0.00	\$127.24
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/1/2025	\$58.68	\$16.55	\$0.00	\$0.00	\$0.00	\$75.23
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.68	\$16.55	\$0.00	\$0.00	\$0.00	\$75.23
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88
	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER	12/1/2025	\$58.68	\$16.55	\$0.00	\$0.00	\$0.00	\$75.23
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.68	\$16.55	\$0.00	\$0.00	\$0.00	\$75.23
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88
	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BULLDOZER/GRADER/SCRAPER	12/1/2025	\$58.02	\$16.55	\$0.00	\$0.00	\$0.00	\$74.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$0.00	\$0.00	\$0.00	\$74.57

**Rental of Equipment**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/1/2025	\$59.88	\$16.55	\$0.00	\$0.00	\$0.00	\$76.43
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.88	\$16.55	\$0.00	\$0.00	\$0.00	\$76.43
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.61	\$17.05	\$0.00	\$0.00	\$0.00	\$77.66
	6/1/2026	\$60.61	\$17.05	\$0.00	\$0.00	\$0.00	\$77.66
	12/1/2026	\$62.09	\$17.05	\$0.00	\$0.00	\$0.00	\$79.14
	12/1/2026	\$62.09	\$17.05	\$0.00	\$0.00	\$0.00	\$79.14

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR	12/1/2025	\$37.37	\$16.55	\$0.00	\$0.00	\$0.00	\$53.92
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$37.37	\$16.55	\$0.00	\$0.00	\$0.00	\$53.92
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$37.63	\$17.05	\$0.00	\$0.00	\$0.00	\$54.68
	6/1/2026	\$37.63	\$17.05	\$0.00	\$0.00	\$0.00	\$54.68
	12/1/2026	\$38.58	\$17.05	\$0.00	\$0.00	\$0.00	\$55.63
	12/1/2026	\$38.58	\$17.05	\$0.00	\$0.00	\$0.00	\$55.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DIVER	8/1/2024	\$78.11	\$10.08	\$0.00	\$0.00	\$0.00	\$88.19
PILE DRIVER LOCAL 56	8/1/2024	\$78.11	\$10.08	\$0.00	\$0.00	\$0.00	\$88.19
PILE DRIVER LOCAL 56 (ZONE 1)							

as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate

DIVER TENDER	8/1/2024	\$55.79	\$10.08	\$0.00	\$0.00	\$0.00	\$65.87
PILE DRIVER LOCAL 56	8/1/2024	\$55.79	\$10.08	\$0.00	\$0.00	\$0.00	\$65.87
PILE DRIVER LOCAL 56 (ZONE 1)							

as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate

DIVER TENDER (EFFLUENT)	8/1/2024	\$83.69	\$10.08	\$0.00	\$0.00	\$0.00	\$93.77
PILE DRIVER LOCAL 56	8/1/2024	\$83.69	\$10.08	\$0.00	\$0.00	\$0.00	\$93.77
PILE DRIVER LOCAL 56 (ZONE 1)							

For apprentice rates see "Apprentice- PILE DRIVER"

DIVER/SLURRY (EFFLUENT)	8/1/2024	\$117.16	\$10.08	\$0.00	\$0.00	\$0.00	\$127.24
PILE DRIVER LOCAL 56	8/1/2024	\$117.16	\$10.08	\$0.00	\$0.00	\$0.00	\$127.24
PILE DRIVER LOCAL 56 (ZONE 1)							

For apprentice rates see "Apprentice- PILE DRIVER"

FORK LIFT/CHERRY PICKER	12/1/2025	\$58.68	\$16.55	\$0.00	\$0.00	\$0.00	\$75.23
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.68	\$16.55	\$0.00	\$0.00	\$0.00	\$75.23
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88
	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	12/1/2025	\$37.37	\$16.55	\$0.00	\$0.00	\$0.00	\$53.92
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$37.37	\$16.55	\$0.00	\$0.00	\$0.00	\$53.92

**Rental of Equipment**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$37.63	\$17.05	\$0.00	\$0.00	\$0.00	\$54.68
	6/1/2026	\$37.63	\$17.05	\$0.00	\$0.00	\$0.00	\$54.68
	12/1/2026	\$38.58	\$17.05	\$0.00	\$0.00	\$0.00	\$55.63
	12/1/2026	\$38.58	\$17.05	\$0.00	\$0.00	\$0.00	\$55.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

HOISTING ENGINEER/CRANES/GRADALLS	12/1/2025	\$58.68	\$16.55	\$0.00	\$0.00	\$0.00	\$75.23
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.68	\$16.55	\$0.00	\$0.00	\$0.00	\$75.23
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88
	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.88	\$0.00	\$0.00	\$0.00	\$0.00	\$32.88
2	60.00	\$35.87	\$16.55	\$0.00	\$0.00	\$0.00	\$52.42
3	65.00	\$38.86	\$16.55	\$0.00	\$0.00	\$0.00	\$55.41
4	70.00	\$41.85	\$16.55	\$0.00	\$0.00	\$0.00	\$58.40
5	75.00	\$44.84	\$16.55	\$0.00	\$0.00	\$0.00	\$61.39
6	80.00	\$47.82	\$16.55	\$0.00	\$0.00	\$0.00	\$64.37
7	85.00	\$50.81	\$16.55	\$0.00	\$0.00	\$0.00	\$67.36
8	90.00	\$53.80	\$16.55	\$0.00	\$0.00	\$0.00	\$70.35

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.88	\$0.00	\$0.00	\$0.00	\$0.00	\$32.88
2	60.00	\$35.87	\$16.55	\$0.00	\$0.00	\$0.00	\$52.42
3	65.00	\$38.86	\$16.55	\$0.00	\$0.00	\$0.00	\$55.41
4	70.00	\$41.85	\$16.55	\$0.00	\$0.00	\$0.00	\$58.40
5	75.00	\$44.84	\$16.55	\$0.00	\$0.00	\$0.00	\$61.39
6	80.00	\$47.82	\$16.55	\$0.00	\$0.00	\$0.00	\$64.37
7	85.00	\$50.81	\$16.55	\$0.00	\$0.00	\$0.00	\$67.36
8	90.00	\$53.80	\$16.55	\$0.00	\$0.00	\$0.00	\$70.35

**Apprentice to Journeyworker Ratio: 1:6**

LABORER	12/1/2025	\$40.47	\$10.65	\$0.00	\$0.00	\$0.00	\$51.12
LABORERS	12/1/2025	\$40.47	\$10.65	\$0.00	\$0.00	\$0.00	\$51.12
LABORERS - ZONE 2	6/1/2026	\$41.91	\$10.65	\$0.00	\$0.00	\$0.00	\$52.56
	6/1/2026	\$41.91	\$10.65	\$0.00	\$0.00	\$0.00	\$52.56
	12/1/2026	\$43.35	\$10.65	\$0.00	\$0.00	\$0.00	\$54.00
	12/1/2026	\$43.35	\$10.65	\$0.00	\$0.00	\$0.00	\$54.00
	6/1/2027	\$44.80	\$10.65	\$0.00	\$0.00	\$0.00	\$55.45

Rental of Equipment

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2027	\$44.80	\$10.65	\$0.00	\$0.00	\$0.00	\$55.45
	12/1/2027	\$46.25	\$10.65	\$0.00	\$0.00	\$0.00	\$56.90
	12/1/2027	\$46.25	\$10.65	\$0.00	\$0.00	\$0.00	\$56.90
	6/1/2028	\$47.75	\$10.65	\$0.00	\$0.00	\$0.00	\$58.40
	6/1/2028	\$47.75	\$10.65	\$0.00	\$0.00	\$0.00	\$58.40
	12/1/2028	\$49.25	\$10.65	\$0.00	\$0.00	\$0.00	\$59.90
	12/1/2028	\$49.25	\$10.65	\$0.00	\$0.00	\$0.00	\$59.90

Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$10.15	\$0.00	\$0.00	\$0.00	\$35.18
2	70.00	\$29.20	\$10.15	\$0.00	\$0.00	\$0.00	\$39.35
3	80.00	\$33.38	\$10.15	\$0.00	\$0.00	\$0.00	\$43.53
4	90.00	\$37.55	\$10.15	\$0.00	\$0.00	\$0.00	\$47.70

Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$10.15	\$0.00	\$0.00	\$0.00	\$35.18
2	70.00	\$29.20	\$10.15	\$0.00	\$0.00	\$0.00	\$39.35
3	80.00	\$33.38	\$10.15	\$0.00	\$0.00	\$0.00	\$43.53
4	90.00	\$37.55	\$10.15	\$0.00	\$0.00	\$0.00	\$47.70

Apprentice to Journeyworker Ratio: 1:5

LABORER (HEAVY & HIGHWAY)	12/1/2025	\$40.47	\$10.65	\$0.00	\$0.00	\$0.00	\$51.12
LABORERS	12/1/2025	\$40.47	\$10.65	\$0.00	\$0.00	\$0.00	\$51.12
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.65	\$0.00	\$0.00	\$0.00	\$52.56
	6/1/2026	\$41.91	\$10.65	\$0.00	\$0.00	\$0.00	\$52.56
	12/1/2026	\$43.35	\$10.65	\$0.00	\$0.00	\$0.00	\$54.00
	12/1/2026	\$43.35	\$10.65	\$0.00	\$0.00	\$0.00	\$54.00

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$10.15	\$0.00	\$0.00	\$0.00	\$35.18
2	70.00	\$29.20	\$10.15	\$0.00	\$0.00	\$0.00	\$39.35
3	80.00	\$33.38	\$10.15	\$0.00	\$0.00	\$0.00	\$43.53
4	90.00	\$37.55	\$10.15	\$0.00	\$0.00	\$0.00	\$47.70

Rental of Equipment

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: LABORER (HEAVY &amp; HIGHWAY)</b>							
<b>Effective Date: 12/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$10.15	\$0.00	\$0.00	\$0.00	\$35.18
2	70.00	\$29.20	\$10.15	\$0.00	\$0.00	\$0.00	\$39.35
3	80.00	\$33.38	\$10.15	\$0.00	\$0.00	\$0.00	\$43.53
4	90.00	\$37.55	\$10.15	\$0.00	\$0.00	\$0.00	\$47.70
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/1/2025	\$25.08	\$16.55	\$0.00	\$0.00	\$0.00	\$41.63
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$25.08	\$16.55	\$0.00	\$0.00	\$0.00	\$41.63
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$25.07	\$17.05	\$0.00	\$0.00	\$0.00	\$42.12
	6/1/2026	\$25.07	\$17.05	\$0.00	\$0.00	\$0.00	\$42.12
	12/1/2026	\$25.74	\$17.05	\$0.00	\$0.00	\$0.00	\$42.79
	12/1/2026	\$25.74	\$17.05	\$0.00	\$0.00	\$0.00	\$42.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OILER (TRUCK CRANES, GRADALLS)	12/1/2025	\$31.05	\$16.55	\$0.00	\$0.00	\$0.00	\$47.60
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$31.05	\$16.55	\$0.00	\$0.00	\$0.00	\$47.60
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$31.17	\$17.05	\$0.00	\$0.00	\$0.00	\$48.22
	6/1/2026	\$31.17	\$17.05	\$0.00	\$0.00	\$0.00	\$48.22
	12/1/2026	\$31.97	\$17.05	\$0.00	\$0.00	\$0.00	\$49.02
	12/1/2026	\$31.97	\$17.05	\$0.00	\$0.00	\$0.00	\$49.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/1/2025	\$58.02	\$16.55	\$0.00	\$0.00	\$0.00	\$74.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$0.00	\$0.00	\$0.00	\$74.57
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PANEL & PICKUP TRUCKS DRIVER	1/1/2026	\$40.78	\$16.17	\$0.00	\$0.00	\$0.00	\$56.95
TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$40.78	\$16.17	\$0.00	\$0.00	\$0.00	\$56.95
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$41.78	\$16.17	\$0.00	\$0.00	\$0.00	\$57.95
	6/1/2026	\$41.78	\$16.17	\$0.00	\$0.00	\$0.00	\$57.95
	12/1/2026	\$41.78	\$16.17	\$0.00	\$0.00	\$0.00	\$57.95
	12/1/2026	\$41.78	\$16.17	\$0.00	\$0.00	\$0.00	\$57.95
	1/1/2027	\$41.78	\$16.77	\$0.00	\$0.00	\$0.00	\$58.55
	1/1/2027	\$41.78	\$16.77	\$0.00	\$0.00	\$0.00	\$58.55
POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/1/2025	\$58.68	\$16.55	\$0.00	\$0.00	\$0.00	\$75.23
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.68	\$16.55	\$0.00	\$0.00	\$0.00	\$75.23
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88

**Rental of Equipment**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE)	12/1/2025	\$58.02	\$16.55	\$0.00	\$0.00	\$0.00	\$74.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$0.00	\$0.00	\$0.00	\$74.57
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	12/1/2025	\$37.37	\$16.55	\$0.00	\$0.00	\$0.00	\$53.92
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$37.37	\$16.55	\$0.00	\$0.00	\$0.00	\$53.92
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$37.63	\$17.05	\$0.00	\$0.00	\$0.00	\$54.68
	6/1/2026	\$37.63	\$17.05	\$0.00	\$0.00	\$0.00	\$54.68
	12/1/2026	\$38.58	\$17.05	\$0.00	\$0.00	\$0.00	\$55.63
	12/1/2026	\$38.58	\$17.05	\$0.00	\$0.00	\$0.00	\$55.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROLLER/SPREADER/MULCHING MACHINE	12/1/2025	\$58.02	\$16.55	\$0.00	\$0.00	\$0.00	\$74.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$0.00	\$0.00	\$0.00	\$74.57
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	1/1/2026	\$41.24	\$16.17	\$0.00	\$0.00	\$0.00	\$57.41
TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.24	\$16.17	\$0.00	\$0.00	\$0.00	\$57.41
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$0.00	\$58.41
	6/1/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$0.00	\$58.41
	12/1/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$0.00	\$58.41
	12/1/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$0.00	\$58.41
	1/1/2027	\$42.24	\$16.77	\$0.00	\$0.00	\$0.00	\$59.01
	1/1/2027	\$42.24	\$16.77	\$0.00	\$0.00	\$0.00	\$59.01
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	1/1/2026	\$41.53	\$16.17	\$0.00	\$0.00	\$0.00	\$57.70
TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.53	\$16.17	\$0.00	\$0.00	\$0.00	\$57.70
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$42.53	\$16.17	\$0.00	\$0.00	\$0.00	\$58.70
	6/1/2026	\$42.53	\$16.17	\$0.00	\$0.00	\$0.00	\$58.70
	12/1/2026	\$42.53	\$16.17	\$0.00	\$0.00	\$0.00	\$58.70
	12/1/2026	\$42.53	\$16.17	\$0.00	\$0.00	\$0.00	\$58.70
	1/1/2027	\$42.53	\$16.77	\$0.00	\$0.00	\$0.00	\$59.30
	1/1/2027	\$42.53	\$16.77	\$0.00	\$0.00	\$0.00	\$59.30
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRACTORS/PORTABLE STEAM GENERATORS	12/1/2025	\$58.02	\$16.55	\$0.00	\$0.00	\$0.00	\$74.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$0.00	\$0.00	\$0.00	\$74.57
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19

**Rental of Equipment**

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT	1/1/2026	\$41.82	\$16.17	\$0.00	\$0.00	\$0.00	\$57.99
TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.82	\$16.17	\$0.00	\$0.00	\$0.00	\$57.99
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$42.82	\$16.17	\$0.00	\$0.00	\$0.00	\$58.99
	6/1/2026	\$42.82	\$16.17	\$0.00	\$0.00	\$0.00	\$58.99
	12/1/2026	\$42.82	\$16.17	\$0.00	\$0.00	\$0.00	\$58.99
	12/1/2026	\$42.82	\$16.17	\$0.00	\$0.00	\$0.00	\$58.99
	1/1/2027	\$42.82	\$16.77	\$0.00	\$0.00	\$0.00	\$59.59
	1/1/2027	\$42.82	\$16.77	\$0.00	\$0.00	\$0.00	\$59.59
VAC-HAUL/CATCH BASIN CLEANING	1/1/2026	\$41.24	\$16.17	\$0.00	\$0.00	\$0.00	\$57.41
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$0.00	\$58.41
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$0.00	\$58.41
	1/1/2027	\$42.24	\$16.77	\$0.00	\$0.00	\$0.00	\$59.01

**Additional Apprentice Information**

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.

**FORM H**

**DEBARMENT:**

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Date)

**FORM I**

**LABOR HARMONY AND OSHA TRAINING:**

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Date)

**IFB #PW-1232**  
**BIDDER INFORMATION**

BIDDER INFORMATION (SUBMIT WITH BID)

Bidder: \_\_\_\_\_

Business Trade or Field: \_\_\_\_\_

Previous experience in this trade or field is \_\_\_\_\_ years.

Equipment owned by the Bidder and planned to be used on jobs in Framingham:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder shall list all projects that his/her company defaulted on and reasons for defaults:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IFB #PW-1232**  
**BIDDER REFERENCE FORM**

**(SUBMIT WITH BID)**

Bidder Name: \_\_\_\_\_

Please provide a list of references on the firm’s performance of similar work as required by this IFB within the required time period designated in Section A, under the Item entitled “Bidder Prerequisites”, including all current contracts. Use additional sheets as necessary. Include the following information for each reference:

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone and Fax/E-Mail of Contact: \_\_\_\_\_

Contract date(s): \_\_\_\_\_

Contract cost: \_\_\_\_\_

Description of Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone and Fax/E-Mail of Contact: \_\_\_\_\_

Contract date(s): \_\_\_\_\_

Contract cost: \_\_\_\_\_

Description of Work:

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Bidder Name: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone and Fax/E-Mail of Contact: \_\_\_\_\_

Contract date(s): \_\_\_\_\_

Contract cost: \_\_\_\_\_

Description of Work:

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Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone and Fax/E-Mail of Contact: \_\_\_\_\_

Contract date(s): \_\_\_\_\_

Contract cost: \_\_\_\_\_

Description of Work:

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Bidder Name: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone and Fax/E-Mail of Contact: \_\_\_\_\_

Contract date(s): \_\_\_\_\_

Contract cost: \_\_\_\_\_

Description of Work:

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Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone and Fax/E-Mail of Contact: \_\_\_\_\_

Contract date(s): \_\_\_\_\_

Contract cost: \_\_\_\_\_

Description of Work:

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## **PART 1. GENERAL INFORMATION**

### **1.1 PROCUREMENT DESCRIPTION**

The City of Framingham (CITY), invites sealed bids for soil management and disposal services that involve, in general and without limitation, furnishing all labor, materials, equipment and incidentals associated with mobilization of equipment, testing, screening, stockpiling, handling, re-handling, hauling, weighing, and disposing of soils at appropriate disposal sites approved by the City of Framingham, and in accordance with all laws and regulations, including site cleanup.

**Bids shall be submitted in compliance with and shall be governed by the City's Short Form of Agreement Between City of Framingham and Contractor.**

#### **1.1.2 APPLICABLE LAW**

This procurement will be conducted pursuant to Massachusetts General Laws Chapter 30, Section 39M.

#### **1.1.3 APPROVAL**

Any contract(s) that may result from the procurement shall be subject to the approval of Ann Collins, Director of Finance, Director of Public Works.

#### **1.1.4 INCORPORATION BY REFERENCE**

All requirements, specifications, terms and conditions described in this Invitation for Bids shall be incorporated by reference into any contract that may result.

#### **1.1.5 RULE FOR AWARD**

A contract will be awarded to the responsive and eligible Bidder offering the lowest Total Estimated Contract Price for Bid Evaluation Purposes subject to the reservations contained herein and to the exceptions set forth in M.G.L.c 30, Chapter 39M, whichever is applicable. Any contract that may result from the procurement shall be awarded within ninety (90) calendar days after the bid opening. The time for the award may be extended by mutual agreement between the City and the apparent lowest responsive Bidder, during which time there will be no increase in the Bid price or Contract period.

The successful bidder will within ten (10) calendar days of the notification of contract award by the City, execute a contract in accordance with the terms and conditions of this bid and furnish insurance certificates and contract bonds as required herein.

### **1.1.6 RIGHT TO CANCEL/REJECT**

**The City reserves the right to cancel this Invitation for Bids in whole or in part any and all bid if the City determines that cancellation or rejection serves the best interests of the City.**

Bids which are incomplete, conditional or obscure, or which contain any additions not called for, or which otherwise do not conform to the requirements of the applicable statutes or to the requirements for submission set forth herein will be rejected as non-responsive. Bids which contain erasures, alterations or irregularities of any kind or which fail to fully meet the requirements for bid submission set forth herein, or which contain abnormally high or abnormally low prices for any item of work may be rejected as non-responsive.

More than one bid from the same bidder, whether or not the same or different names appear on the signature page, will not be considered. Reasonable grounds for believing that any bidder is so interested in more than one bid for the work contemplated may cause rejection of all bids made by that bidder directly or indirectly.

Any or all bids potentially affected by collusion will be rejected if there is reason for believing that collusion exists among the bidders. The decision of the City will be final. Bidders whose bids have been rejected because of evidence of collusion will not be considered in future bids for the same work and may be disqualified from bidding on future work.

**The City shall reject any bid that does not include the signed Non-Collusion and Attestation Forms provided in the Bid Package.**

### **1.1.7 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK**

Before submitting the bid, the Bidder shall become familiar with the Bid Documents that will form parts of the Contract, shall have investigated in detail the locations of work and shall have made such examination thereof as may be necessary to satisfy itself in regard to the character of the work involved and all conditions affecting the work to be done and labor and materials needed, including impact on other City work, and make the Bid in sole reliance thereon. Statements as to the condition under which work is to be performed are made solely to furnish a basis for comparison of Bids, and while the City believes them to be correct, the City does not guarantee their accuracy. The Bidder is responsible for verifying visible and reasonably anticipated conditions.

### **1.1.8 DAMAGES DUE TO CONTRACTORS OPERATIONS**

The Contractor shall repair, replace or rebuild to the satisfaction of the City, any and all parts of the premises which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and, if the Contractor shall fail to do repairs, replace or rebuild with due diligence, the City may, at its option, perform any of the

forgoing work and the Contractor shall pay to the City the cost thereof; and the Contractor shall be the insurer of the City, its employees, agents and guests against the risk of theft, damage or destruction to any and all property of the City, its employees, agents or guests located on the premises which theft, damage or destruction results from or arises out of the Contractor's operations hereunder.

#### **1.1.9 SEVERABILITY**

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

#### **1.1.10 SUBLETTING AND ASSIGNMENT OF CONTRACT**

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or its right, title, or interest therein, without prior written consent of the City. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with its own organization, work amounting to not less than 50 percent (50%) for labor and 50 percent (50%) for materials of the original total Contract Price. Subletting, selling, transfer, assigning or otherwise disposing of the Contract, shall not release the Contractor of its liability under the Contract and bonds.

The Contractor shall direct the attention of any Subcontractors to all of the requirements of the work which they undertake including insurance and minimum wage requirements.

Subcontractors shall not sublet, sell, transfer, assign or otherwise dispose of the work or any portion thereof, to any other subcontractor, without the prior written consent of the Chief Procurement Office for the Department of Public Works, obtained via the Contractor.

#### **1.1.11 PERSONAL LIABILITY**

In carrying out the provisions of the Contract or in exercising any power or authority granted them by their position, there shall be no liability upon the members of the City, its agents or employees or their authorized representatives or assistants, either personally or as officials of the City, it being understood that in such matters they act as agents and representatives of the city.

#### **1.1.12 FORCE MAJEURE**

Neither party shall be liable to the other nor deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include but are not limited to: Acts of God or the public enemy, wars, fire, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates and times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence

and nature of such delay. It is agreed that since the efficiency of performance of this Contract is of the essence, continued failure to perform for periods aggregating thirty (30) or more calendar days, even for causes beyond the control of the Contractor, shall afford the City the right to terminate this Contract without assessment or termination costs or penalties.

### **1.1.13 TAXATION**

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid pricing. Copies of the City's tax-exempt paperwork shall be available upon request of the selected Contractor.

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## **PART 2. INSTRUCTIONS TO BIDDERS**

### **2.1 REQUIREMENTS AND SUBMISSIONS**

Below please find a description of the requirements and submissions that must be included as part of a bid.

#### **2.1.1 PRICE SHEET**

Every bid must include a completed 'Price Sheet' (refer to attached document). The Bidder shall furnish all material, equipment and labor to complete the work for the City of Framingham. This means the supplier is responsible for delivering the goods to the specific location and covering the transportation costs and risks until the items are received.

#### **2.1.2 NON-COLLUSION**

Every bid must include a certification of good faith, certifying that the bid was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

#### **2.1.3 TAX COMPLIANCE**

Every bid must include a written certification that the bidder has complied with all state laws relating to taxes, reporting of employees and Contractors, and child support. See 'Tax Compliance Form' attached.

#### **2.1.4 CORPORATE BIDDER**

If the bid is being submitted by a corporation, the bid must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

#### **2.15 AFFIRMATIVE ACTION & EQUAL EMPLOYMENT OPPORTUNITY**

Every bid must include a signed Affirmative Action & Equal Opportunity form. See attached.

#### **2.1.6 REFERENCE FORM**

Every bid must be accompanied by at least three (3) professional references.

### **2.1.7 BID DEPOSIT**

Every bid must be accompanied by a bid deposit in the amount of five percent (5%) of total base bid.

### **2.1.8 PAYMENT BOND**

The selected contractor shall be required to furnish a Payment Bond in the amount of fifty percent (50%) of the contract price, within ten days of the date of notification of the contract award.

### **2.1.9 PREVAILING WAGE**

Wages for this project are subject to the prevailing wage rates as set by the Department of Labor Standards. A copy of the prevailing wage rates for this project is included in the Invitation for Bids, along with a Payroll Record Form and Statement of Compliance. In the event that the option to renew is exercised, an updated prevailing wage rate sheet will be sent to the Contractor along with the contract amendment letter.

Certified Weekly Payroll documents shall be sent to the City of Framingham, Department of Public Works, 100 Western Avenue, Framingham, MA 01702. Payroll records must be sent three (3) business days after the close of the previous work week. See 'Certification Regarding Payment of Prevailing Wage Rates' attached.

### **2.2.0 DEBARMENT**

Every bid must include a certification regarding the contractor's debarment status. A debarred contractor is not eligible for the award of public contracts during the period of its debarment. See 'Certification Regarding Debarment' attached.

### **2.2.1 LABOR HARMONY AND OSHA CERTIFICATION**

Every bid must include a certification regarding labor harmony training approved by the U.S. Occupation Safety and Health Administration completed by all employees to be employed at the worksite. See 'Labor Harmony and OSHA Certification' attached.

### **2.2.2 BID DELIVERY**

Below please find a description of the manner in which sealed bids must be submitted.

### 2.2.3 DUE DATE AND TIME

The City of Framingham (“the City”) will be accepting competitive bids **electronically**, through the City of Framingham’s Bidnet Direct portal:

[www.bidnetdirect.com//cityofframingham](http://www.bidnetdirect.com//cityofframingham) until **10:00 a.m. on Wednesday, July 1, 2026**

**Any bid received after that time shall be rejected as non-responsive.**

**Bids must be submitted electronically through the City’s Bidnet Direct system. Bids submitted through any other means, such as mail, email or hand delivery, will not be accepted and will be rejected by the City as non-responsive.**

### 2.2.4 SIGNATURES

All Bids shall be signed by a person having legal authority to bind the Bidder to the terms and conditions of the Bid, and the person so signing the Bid shall give the person’s own name, business address and title. **Bids not properly signed will be rejected as non-responsive.**

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

### 2.2.5 QUESTIONS

Questions concerning this Invitation for Bids must be submitted **in writing** before **10:00 a.m. on June 25, 2026** through the Bidnet Direct:

[www.bidnetdirect.com//cityofframingham](http://www.bidnetdirect.com//cityofframingham)

Written responses will be posted on Bidnet Direct for all bidders on record as having viewed/downloaded the IFB.

Neither the Procurement Administrator nor any other employee of the City is authorized to give interpretations of any portion of the Contract or to give information as to the requirements of the Contract in addition to that contained in the Contract. Interpretations of the Contract or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum, which addendum shall be considered part of the Contract.

## 2.2.6 CHANGES

If any changes are made to this Invitation for Bids, addenda will be posted on Bidnet Direct:

[www.bidnetdirect.com//cityofframingham](http://www.bidnetdirect.com//cityofframingham)

The Addendum will be posted on Bidnet Direct for all bidders on record as having viewed/downloaded the IFB.

## 2.2.7 FORM, MODIFICATIONS AND WITHDRAWALS OF BIDS

A bidder may correct, modify, or withdraw bid by written notice received by the City of Framingham prior to the time and date set for bid opening.

Bid modifications must be submitted via the Bidnet Direct clearly labeled "Modification No. \_\_". Each modification must be numbered in sequence, and must reference the Invitation for Bids.

After the bid opening a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

## 2.2.8 BIDDER PREREQUISITES

Only Bidders who can comply with the following should submit bids as only such Bidders will be considered qualified:

- a. **The bidder shall have been in the business of providing the product(s) and or service(s) for which it is submitting prices herein, for a period of no less than five (5) consecutive years prior to the bid opening date.**
- b. **The bidder shall have provided such services or goods of the size and scope similar to that described herein to no less than five (5) commercial or industrial customers within the last two (2) years.**
- c. **Bidder shall include with its bid a list of references for previous contracts requiring the services or goods of the type described herein, including a brief description of the services or goods provided and contact information. A "Bidder Reference Form" is included for the bidder's convenience. The City reserves the right to solicit references from customers not listed by the bidder.**

## **2.2.9 INTERPRETATION OF ESTIMATED QUANTITIES**

Unless otherwise stated, quantities shown in the Specifications and Price Sheets represent the estimated quantities of labor and materials which might be expected to be encountered during the contract period. In the event of a discrepancy between the estimated quantities shown in the Specifications and those shown in the Price Sheets, quantities shown in the Price Sheets shall control. The City does not expressly or by implication agree that the actual amount of work will correspond therewith. These estimated quantities will be used solely for the comparison of bids.

The City reserves the right to increase, decrease, or delete the amount of any or all items of work after bids have been received. Such increase, decrease, or deletion in the quantity for any item shall not be regarded as cause for an increase or decrease in the unit prices. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly or indirectly from such increased, decreased, or deleted quantities or from unbalanced allocation among the Contract items or overhead expenses on the part of the bidder and subsequent loss of expected reimbursement therefore or from any other cause.

## **2.3.0 UNFORESEEN OFFICE CLOSURES**

If, at the time of the scheduled bid opening the Memorial Building, 150 Concord Street, Framingham, MA 01702 is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 10:00 AM on the next normal business day. Bids will be accepted until that date and time.

## **2.3.1 BID OPENING PROCEDURE**

At the time and place fixed for opening of bids, the City will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein.

The bid opening may be viewed on Zoom using the following link:

### **Join Zoom Meeting**

<https://us02web.zoom.us/j/89478599521?pwd=RPM4TzeWabMXYYn500baYEFAajJ1bj.1>

**Meeting ID: 894 7859 9521**

**Passcode: 624339**

**2.3.2 PRE-BID CONFERENCE**

N/A

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# PART 3 - SUMMARY OF WORK/SPECIFICATIONS

## SECTION 01010

### SUMMARY OF WORK

#### PART 1 – GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Figures, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

##### 1.2 LOCATION OF WORK

- A. The Work of this Contract is located in the City of Framingham at the DPW yard at 100 Western Avenue, 255 Mount Wayte Avenue, and 229 Arthur Street.
- B. City shall provide equipment to load soil on to Contractor's supplied trucks unless otherwise specified.

##### 1.3 SCOPE OF WORK

- A. In general and without limitation, Contractor shall furnish all labor, materials, equipment and incidentals associated with mobilization of equipment, characterizing, sampling, analyzing, screening, stockpiling, handling, re-handling, hauling, weighing, and disposing of soils at appropriate disposal sites approved by the City of Framingham, and in accordance with all laws and regulations, including site cleanup.
- B. All Work under this Contract shall be coordinated with the Director of Water & Wastewater, Director of Highway and Sanitation or their designee.
- C. The Contractor shall be required to perform all necessary soil testing within one (1) week of City notification and shall be required to complete all soil removal and disposal within thirty (30) days from receipt of approved soil disposal package from City.
- D. The Work includes, but is not necessarily limited to, the following major items:
  - 1. Mobilization of equipment to the appropriate DPW yard and/or facility as necessary and as indicated in the Contract Documents. Work associated with the loading and removal of the existing soil piles shall not interfere with ongoing DPW activities.
  - 2. Management of waste materials and soil/fill including furnishing all labor, materials, tools, equipment, and incidentals required for managing waste materials and soil/fill; segregating, handling, staging, sampling, analyzing, and characterization of all soil and fill material suspected of being contaminated as well as characterizing the destination site, and all controls

necessary to maintain compliance with regulatory requirements relative to handling contaminated soils and materials; submittal and approval of all required and specified Plans; analytical testing and characterization of all soil and fill material handled; health and safety equipment; securing a staging area for stockpiling soil pending analytical testing, reuse, or disposal; protecting the stockpile areas

3. Handling, loading of soils onto trucks owned and/or arranged for, and paid by, the Contactor.
  4. Transportation and disposal of soil and waste material at appropriate disposal sites approved by the City of Framingham, and in accordance with all laws and regulations.
  5. Completing and maintaining of all required documents associated with hauling, scale slips, manifests, and all miscellaneous paperwork associated with the removal and disposal of soils. Copies shall be provided to the OWNER upon receipt. If copies of documentation are not received within 35 calendar days, an update on the status of paperwork must be provided.
  6. Site cleanup and demobilization.
- E. The Work shall also conform to such additional figures and addenda to these Specifications as may be published or exhibited prior to the opening of bid proposals and to such drawings in explanation of details, or as may be furnished by the City from time to time during the Work.
- F. Work and materials which are necessary to perform the Work but which are not specifically referred to in the Specifications or shown on the figures but implied by the Contract shall be furnished by the Contractor at his own cost and expense and shall correspond with the general character of the Work as may be determined by the City, whose decisions as to the necessity for and character of such work and materials shall be final and conclusive. It is the intent of these Specifications to produce a complete, operational and finished project whether shown in every detail or not.

#### 1.4 WORK SEQUENCE

- A. All testing requirements shall be completed within seven (7) days from City notification.
- B. All tested materials shall be disposed of within thirty (30) days from receipt of approved soil disposal package from the City.
- C. Operation of DPW facilities must be maintained throughout the duration of the project to the extent practical. Where maintaining operation of the above items is not practicable the Contactor shall provide means for maintaining operation. Soil removal activities shall be scheduled such that they minimize any inconvenience to the operators of the facility.

## 1.5 CONTRACTOR'S USE OF PREMISES

Contractor shall:

- A. Coordinate with Owner to maintain access to existing facilities;
- B. Assume full responsibility for security of all his and his subcontractors' materials and equipment stored on the site;
- C. If directed by the Owner to do so, move stored items which interfere with operations of Owner;
- D. Obtain, pay, and take responsibility for use of all storage/staging or work areas needed to perform the Work; and
- E. Limit the use of the premises for the performance of the Work and storage of materials and equipment to minimize disturbance to protected areas as shown on the Contract Documents.

## 1.6 UTILITIES

- A. (NOT USED)
- B. Owner of Utilities
  - 1. City of Framingham Water Department  
Office: 508-532-6050
  - 2. City of Framingham Highway Department  
Office: 508-532-6030
  - 3. City of Framingham Fire Department  
508-620-4950
  - 4. City of Framingham Sewer Department  
Office: 508-532-6060

## 1.7 LIST OF FIGURES

- A. The location, general characteristics, and principal details of the Work are indicated on a Figure 1 of the Soil Management SOP included in Appendix A.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

## Section 01010 - Summary of Work

### SECTION 01010

#### SUMMARY OF WORK

##### PART 1 – GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Figures, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

##### 1.2 LOCATION OF WORK

- A. The Work of this Contract is located in the City of Framingham at the DPW yard at 100 Western Avenue, 255 Mount Wayte Avenue, and 229 Arthur Street.
- B. City shall provide equipment to load soil on to Contractor's supplied trucks unless otherwise specified.

##### 1.3 SCOPE OF WORK

- A. In general, and without limitation, Contractor shall furnish all labor, materials, equipment and incidentals associated with mobilization of equipment, testing, screening, stockpiling, handling, re-handling, hauling, weighing, and disposing of soils at appropriate disposal sites approved by the City of Framingham, and in accordance with all laws and regulations, including site cleanup.
- B. All Work under this Contract shall be coordinated with the Director of Water & Wastewater, Director of Highway and Sanitation or their designee.
- C. The Contractor shall be required to perform all necessary soil testing within one (1) week of City notification and shall be required to complete all soil removal and disposal within thirty (30) days from receipt of approved soil disposal package from City.
- D. The Work includes, but is not necessarily limited to, the following major items:
  - 1. Mobilization of equipment to the DPW yard and/or Arthur Street as necessary and as indicated in the Contract Documents. Work associated with the loading and removal of the existing soil piles shall not interfere with ongoing DPW activities.
  - 2. Management of waste materials and soil/fill including furnishing all labor, materials, tools, equipment, and incidentals required for managing waste materials and soil/fill; segregating, handling, staging, testing, and characterization of all soil and fill material suspected of being contaminated

as well as characterizing the destination site, and all controls necessary to maintain compliance with regulatory requirements relative to handling contaminated soils and materials; submittal and approval of all required and specified Plans; analytical testing and characterization of all soil and fill material handled; health and safety equipment; securing a staging area for stockpiling soil pending analytical testing, reuse, or disposal; protecting the stockpile areas

3. Handling, loading of soils onto trucks owned and/or arranged for, and paid by, the Contactor.
  4. Transportation and disposal of soil and waste material at appropriate disposal sites approved by the City of Framingham, and in accordance with all laws and regulations.
  5. Completing and maintaining of all required documents associated with hauling, scale slips, manifests, and all miscellaneous paperwork associated with the removal and disposal of soils. Copies shall be provided to the OWNER upon receipt. If copies of documentation are not received within 35 calendar days, an update on the status of paperwork must be provided.
  6. Site cleanup and demobilization.
- E. The Work shall also conform to such additional figures and addenda to these Specifications as may be published or exhibited prior to the opening of bid proposals and to such drawings in explanation of details, or as may be furnished by the City from time to time during the Work.
- F. Work and materials which are necessary to perform the Work but which are not specifically referred to in the Specifications or shown on the figures but implied by the Contract shall be furnished by the Contractor at his own cost and expense and shall correspond with the general character of the Work as may be determined by the City, whose decisions as to the necessity for and character of such work and materials shall be final and conclusive. It is the intent of these Specifications to produce a complete, operational and finished project whether shown in every detail or not.

#### 1.4 WORK SEQUENCE

- A. All testing requirements shall be completed within seven (7) days from City notification.
- B. All tested materials shall be disposed of within thirty (30) days from receipt of approved soil disposal package from the City.
- C. Operation of DPW facilities must be maintained throughout the duration of the project to the extent practical. Where maintaining operation of the above items is not practicable the Contactor shall provide means for maintaining operation. Soil removal activities shall be scheduled such that they minimize any inconvenience to the operators

of the facility.

#### 1.5 CONTRACTOR'S USE OF PREMISES

Contractor shall:

- A. Coordinate with Owner to maintain access to existing facilities;
- B. Assume full responsibility for security of all his and his subcontractors' materials and equipment stored on the site;
- C. If directed by the Owner to do so, move stored items which interfere with operations of Owner;
- D. Obtain, pay, and take responsibility for use of all storage/staging or work areas needed to perform the Work; and
- E. Limit the use of the premises for the performance of the Work and storage of materials and equipment to minimize disturbance to protected areas as shown on the Contract Documents.

#### 1.6 UTILITIES

A. (NOT USED)

B. Owner of Utilities

- 1. City of Framingham Water Department  
Office: 508-532-6050
- 2. City of Framingham Highway Department  
Office: 508-532-6030
- 3. City of Framingham Fire Department  
508-620-4950
- 4. City of Framingham Sewer Department  
Office: 508-532-6060

#### 1.7 LIST OF FIGURES

- A. The location, general characteristics, and principal details of the Work are indicated on a Figure 1 of the Soil Management SOP included in Appendix A.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

**Section 01024 -Measurement and Payment**

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SECTION 01024

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 SUMMARY

- A. Under the price specified to be paid for each item, the Contractor shall furnish all labor, equipment and plant, and shall perform all operations to complete all work as indicated and specified in Specification Divisions. All supervision, overhead items, bond and permit costs, protection and precautions and all other costs incidental to the Work, complete and as specified, are also included.
- B. Measurement for payment shall be by the Owner, except where noted elsewhere in this Specification. Measurement for payment shall be on the basis of actual labor, equipment and material utilized. Each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the Specifications.
- C. Owner reserves the right to delete any item or to modify estimated quantities without penalty. Contractor shall make no claim as to lost profits or added costs due to quantity adjustments or deletions.
- D. Massachusetts Prevailing Wages, which are included in the Appendix of these Specifications, shall be the minimum labor rates used to determine crew and labor costs.
- E. Unit and lump sum prices bid shall be the basis for payment throughout the term of the contract.

1.2 ITEM DESCRIPTIONS

A. **Item 1a: Prepare Soil and Waste Management Plan (SWMP)**

- 1. Method of Measurement:
  - a. The Contractor shall submit for City approval a Soil and Waste Management Plan for the testing, handling, transport and disposal procedures for management of soils, as identified in Section 02080. All work shall be in accordance with this plan.
- 2. Basis of Payment:
  - a. Unit price shall be full compensation for the preparation, submittal, plan maintenance, required revisions and updates during the course of the Work of the Soil and Waste Management Plan. Payment for preparation of the Soil and Waste Management Plan shall be lump sum, upon review and approval of the SWMP by the City DPW.

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- b. Payment for this Bid Item on requisitions shall be made according to the following:
  - i. Upon plan submission - 25%.
  - ii. Upon approval of the plan - 75%.

**B. Item 1b: Testing of Soils**

- 1. Method of Measurement:
  - a. Testing of soils measured for payment shall be based on each soil sample taken. The Contractor and the City shall agree in advance on the number of samples needed.
- 2. Basis of Payment:
  - a. The unit price for the Testing of Soil shall constitute full compensation for coordination with the City to obtain the sample, all labor, equipment, and materials required to properly collect the sample in accordance with the Contractor's approved SWMP, inclusive of travel to and from the sampling site and delivery to the analytical laboratory, all costs associated with laboratory analysis for disposal parameters as outlined in Massachusetts DEP bulletin COMM-97, and furnishing analytical data to the Owner and Engineer.

**B. Item 1c: Alternative Characterization Samples**

- 1. Method of Measurement:
  - a. Alternative Characterization Samples are additional soil samples taken to further characterize soil after initial characterization samples have been obtained and analyzed under Item 1b: Testing of Soils, laboratory results have been provided to the Owner, and the Owner determines further characterization is needed.
  - b. The allowance for this Item established in the Bid is an estimated figure to facilitate comparison of bids only. The actual amount to be paid under this Item to the Contractor will be the price negotiated between the Owner and the Contractor for each Alternative Characterization Sampling Event.
  - c. The allowance is required to cover additional Contractor and laboratory costs associated with sampling, analyzing, and transporting Alternative Characterization Samples as described above.
- 2. Basis of Payment:
  - a. The Contractor shall provide a detailed quote for the Owner's review for each alternative sampling event. The Contractor and Owner shall agree in advance on the number and type of alternative characterization samples to be obtained and analyzed.
  - b. Costs associated with initial characterization testing of a soil stockpile shall not be included for payment under this Allowance but shall be included for payment under Bid Item No. 1b: Testing of Soils.
  - c. All costs associated with this Allowance shall be approved prior to the Sampling Event and submission for payment.

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- d. If the total cost for such charges is greater or less than the allowance amount stated under this Item of the Bid, a debit or credit of the difference in such cost shall be to the Owner.

**C. Item 2: Management, Hauling and Disposal of Unregulated Soil**

- 1. Method of Measurement:
  - a. Unregulated soil (fill or natural soil material which meets the regulatory definition of "background" as defined in 310 CMR 40.0006) measured for payment shall be based on each ton of soil removed and disposed of as measured by certified scale. The contractor shall notify the City of Framingham DPW (the City) in advance as to the location or facility where the trucks will be weighed.
- 2. Basis of Payment:
  - a. Unregulated soil removed, hauled and disposed of shall be paid for at the unit price per ton stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all management, paperwork, labor, materials, tools, equipment, and incidentals required for characterizing, sampling, analyzing, handling, removing, transporting, and disposing; all other requirements specified in other sections of the Contract Documents; and any other work not covered by other bid items.
  - b. Payment under this item shall be limited to soil/fill stockpiled at the DPW Facilities, which is non-remediation waste as defined in the Massachusetts Contingency Plan and has been determined through testing to be suitable for general reuse as fill. This pay item shall apply to material which is suitable for re-use off-site as fill.
  - c. Payment for this Bid Item on requisitions shall be made according to the following:
    - i. Removal of soil from the City of Framingham and proper disposal - 75%.
    - ii. Submittal of a signed, legible return manifest or certified weight and accompanied by the appropriate Material Shipping Records forms signed by transporter and disposal facility, including an Attestation of Completion of Shipment to Receiving Facility - 25%.
    - iii. All reductions in payment will be made prior to normal retainage.
    - iv. If the analytical characteristics of the material meet the criteria for this Bid Item classification, payment will be made at the unit price bid for this item regardless of whether the Contractor chooses to dispose of the material as one of the higher unit price options.

**D. Item 3: Management, Hauling and Disposal of Soil Less Than RCS-1**

- 1. Method of Measurement:
  - a. Impacted soil (soil or fill material which contains oil or hazardous materials (OHM) at concentrations greater than background levels but less than the RCS-1 release notification thresholds established by 310 CMR 40.0300 and 40.1600) measured for payment shall be based on each ton of soil removed and disposed of as measured at the disposal facility by certified scale. The contractor shall notify the City in advance as to the location or facility where the trucks will be weighed.
  - b. Soil that meets the laboratory requirements of this category but cannot be

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disposed of at a facility identified under this category will be disposed under a different item deemed acceptable by the Owner and Engineer.

2. Basis of Payment:
  - a. Impacted soil removed and disposed of shall be paid for at the unit price per ton stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all management, paperwork, labor, materials, tools, equipment, and incidentals required for characterizing, sampling, analyzing, handling, removing, transporting, and disposing; all other requirements specified in other sections of the Contract Documents; and any other work not covered by other bid items.
  - b. Payment under this item shall be limited to soil/fill stockpiled at the DPW Facility, which is non-remediation waste (less than RCS-1) as defined in the Massachusetts Contingency Plan and has been determined through testing to be suitable for general reuse as fill. This pay item shall apply to material which is suitable for re-use off-site as fill.
  - c. Payment for this Bid Item on requisitions shall be made according to the following:
    - i. Removal of soil from the City of Framingham and proper disposal - 75%.
    - ii. Submittal of a signed, legible return manifest or certified weight and accompanied by the appropriate Material Shipping Records forms signed by transporter and disposal facility, including an Attestation of Completion of Shipment to Receiving Facility - 25%.
    - iii. All reductions in payment will be made prior to normal retainage.
    - iv. If the analytical characteristics of the material meet the criteria for this Bid Item classification, but not that of lower levels of contamination, payment will be made at the unit price bid for this item regardless of whether the Contractor chooses to dispose of the material as one of the higher unit price options.

**E. Item 4: Management, Hauling and Disposal of Soil Less Than RCS-2**

1. Method of Measurement:
  - a. Impacted soil (soil or fill material which contains oil or hazardous materials (OHM) at concentrations greater than background levels but less than the RCS-2 release notification thresholds established by 310 CMR 40.0300 and 40.1600) measured for payment shall be based on each ton of soil removed and disposed of as measured at the disposal facility by certified scale. The contractor shall notify the City in advance as to the location or facility where the trucks will be weighed.
2. Basis of Payment:
  - a. Impacted soil removed and disposed of shall be paid for at the unit price per ton stated in the Bid Schedule. Said unit price shall be full compensation for furnishing

all management, paperwork, labor, materials, tools, equipment, and incidentals required for characterizing, sampling, analyzing, handling, removing, transporting, and disposing; all other requirements specified in other sections of the Contract Documents; and any other work not covered by other bid items.

- b. Payment under this item shall be limited to soil/fill stockpiled at the DPW Facility, which is non-remediation waste (less than RCS-2) as defined in the Massachusetts Contingency Plan and has been determined through testing to be suitable for general reuse as fill. This pay item shall apply to material which is suitable for re-use off-site as fill.
- c. Payment for this Bid Item on requisitions shall be made according to the following:
  - i. Removal of soil from the City of Framingham and proper disposal - 75%.
  - ii. Submittal of a signed, legible return manifest or certified weight and accompanied by the appropriate Material Shipping Records forms signed by transporter and disposal facility, including an Attestation of Completion of Shipment to Receiving Facility - 25%.
  - iii. All reductions in payment will be made prior to normal retainage.
  - iv. If the analytical characteristics of the material meet the criteria for this Bid Item classification, but not that of lower levels of contamination, payment will be made at the unit price bid for this item regardless of whether the Contractor chooses to dispose of the material as one of the higher unit price options.

**F. Item 5: Management, Hauling and Disposal of Contaminated or Regulated Soils in an Unlined Landfill**

- 1. Method of Measurement:
  - a. Material Suitable for reuse in an Unlined Landfill measured for payment shall be based on each of ton disposed of as measured at the disposal facility by certified scale. The contractor shall notify the City in advance as to the location or facility where the trucks will be weighed.
- 2. Basis of Payment:
  - a. Material Suitable for reuse in an Unlined Landfill removed and disposed of shall be paid for at the unit price per ton stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all management, paperwork, labor, materials, tools, equipment, and incidentals required for characterizing, sampling, analyzing, handling, removing, transporting, and disposing; placing, grading and compacting the material at the disposal site; all other requirements specified in other sections of the Contract Documents; and any other work not covered by other bid items.
  - b. Payment for this Bid Item on requisitions shall be made according to the

following:

- i. Removal of soil from the City of Framingham and proper disposal - 75%.
- ii. Submittal of a signed, legible return manifest or certified weight slip accompanied by the appropriate MassDEP Bill of Lading form - 25%.
- iii. All reductions in payment will be made prior to normal retainage.
- iv. If the analytical characteristics of the material meet the criteria for this Bid Item classification, but not that of lower levels of contamination, payment will be made at the unit price bid for this item regardless of whether the Contractor chooses to dispose of the material as one of the higher unit price options.

**G. Item 6: Management, Hauling and Disposal of Contaminated or Regulated Soils in a Lined Landfill**

1. Method of Measurement:

- a. Material Suitable for reuse in a Lined Landfill measured for payment shall be based on each of ton disposed of as measured at the disposal facility by certified scale. The contractor shall notify the City in advance as to the location or facility where the trucks will be weighed.

2. Basis of Payment:

- a. Material Suitable for reuse in a Lined Landfill removed and disposed of shall be paid for at the unit price per ton stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all management, paperwork, labor, materials, tools, equipment, and incidentals required for characterizing, sampling, analyzing, handling, removing, transporting, and disposing; placing, grading and compacting the material at the disposal site as specified; all other requirements specified in other sections of the Contract Documents; and any other work not covered by other bid items.
- b. Payment for this Bid Item on requisitions shall be made according to the following:
  - i. Removal of soil from the City of Framingham and proper disposal - 75%.
  - ii. Submittal of a signed, legible return manifest or certified weight slip and accompanied by the appropriate MassDEP BWSC Bill of Lading form signed by transporter and disposal facility, including the Remediation Waste Characterization and an Attestation of Completion of Shipment to Receiving Facility - 25%.
  - iii. All reductions in payment will be made prior to normal retainage.
  - iv. If the analytical characteristics of the material meet the criteria for this Bid Item classification, but not that of lower levels of contamination, payment will be made at the unit price bid for this item regardless of whether the Contractor chooses to dispose of the material as one of the higher unit price options.

**H. Item 7: Management, Hauling and Disposal of Material for Asphalt Batch Plant In-State**

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1. Method of Measurement:
  - a. Material for Asphalt Batch Plant In-State measured for payment shall be based on each of ton disposed of as measured at the disposal facility by certified scale. The contractor shall notify the City in advance as to the location or facility where the trucks will be weighed.
2. Basis of Payment:
  - a. Material for Asphalt Batch Plant In-State removed and disposed of shall be paid for at the unit price per ton stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all management, paperwork, labor, materials, tools, equipment, and incidentals required for characterizing, sampling, analyzing, handling, removing, transporting, and disposing; placing, grading and compacting the material at the disposal site as specified; all other requirements specified in other sections of the Contract Documents; and any other work not covered by other bid items.
  - b. Payment for this Bid Item on requisitions shall be made according to the following:
    - i. Removal of soil from the City of Framingham and proper disposal - 75%.
    - ii. Submittal of a signed, legible return manifest or certified weight slip and accompanied by the appropriate MassDEP BWSC Bill of Lading form signed by transporter and disposal facility, including the Remediation Waste Characterization and an Attestation of Completion of Shipment to Receiving Facility - 25%.
    - iii. All reductions in payment will be made prior to normal retainage.
    - iv. If the analytical characteristics of the material meet the criteria for this Bid Item classification, but not that of lower levels of contamination, payment will be made at the unit price bid for this item regardless of whether the Contractor chooses to dispose of the material as one of the higher unit price options.

**I. Item 8: Management, Hauling and Disposal of Asbestos Containing Waste (ACW) Material by Roll Off Truck to Legally Compliant Landfill and Returning Container to Framingham, MA (10 Ton Minimum Per Load)**

1. Method of Measurement:
  - a. ACW Material measured for payment shall be based on each of ton disposed of as measured at the disposal facility by certified scale, with a ten (10) ton minimum per load. The contractor shall notify the City in advance as to the location or facility where the trucks will be weighed.
2. Basis of Payment:
  - a. ACW Material removed and disposed of shall be paid for at the unit price per ton

stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all management, paperwork, labor, materials, tools, equipment, and incidentals required for disposal; all other requirements specified in other sections of the Contract Documents; and any other work not covered by other bid items.

- b. Payment for this Bid Item on requisitions shall be made according to the following:
  - i. Removal of ACW Material from the City of Framingham, proper disposal, and return of container to Framingham - 75%.
  - ii. Submittal of a signed, legible return manifest or certified weight slip and accompanied by the appropriate MassDEP BWSC Bill of Lading form signed by transporter and disposal facility, including the Remediation Waste Characterization and an Attestation of Completion of Shipment to Receiving Facility - 25%.
  - iii. All reductions in payment will be made prior to normal retainage.

**J. Item 9: Mobilization, Loading of Soils, and Demobilization**

- 1. Method of Measurement:
  - a. Under the daily rate bid price for this Item, the Contractor shall mobilize the necessary equipment required to load stockpiled soils to and from the site and load soil using Contractor's supplied equipment. Demobilization from the site includes, but is not limited to: removal of all equipment and final cleanup to the satisfaction of the City. This item will not pertain to work under Item 8 Asbestos Containing, Waste (ACW) Material.
- 2. Basis of Payment:
  - a. Payment for this Bid Item on requisitions shall be made according to the following:
    - i. Completed mobilization, loading of soils and transport offsite for disposal, and demobilization, including site cleanup, at the satisfaction of the City - 100%.
    - ii. All reductions in payment will be made prior to normal retainage.

**K. Item 10: Management, Hauling and Disposal of Street Sweepings**

- 1. Method of Measurement
  - a. Management, Hauling and Disposal of Street Sweepings measured for payment shall be based on each of ton disposed of as measured at the disposal facility by certified scale. The contractor shall notify the City in advance as to the location or facility where the trucks will be weighed.
  - b. The Work shall involve, in general and without limitation, furnishing all labor, materials, equipment, and incidentals associated with mobilization of equipment, characterizing, sampling, analyzing, screening, stockpiling, handling, re-handling,

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hauling, weighing, and disposing of soils at appropriate disposal sites approved by the City of Framingham, and in accordance with all laws and regulations, including site cleanup and all incidental items necessary to complete the work described herein.

- c. The Department of Public Works will load the street sweeping material onto contractors hauling equipment.
  - d. All work to be in compliance with Massachusetts Department of Environmental Protection Reuse and Disposal of Street Sweepings Policy #BAW-18-001 dated May 14, 2018 (Attachment No. 1 of bid document).
2. Payment for this Bid Item on requisitions shall be made according to the following:
- a. Removal of Street Sweeping Material from the City of Framingham and proper disposal - 75%.
  - b. Submittal of a signed, legible return manifest or certified weight slip accompanied by the appropriate MassDEP Bill of Lading form - 25%.

**L. Item 11: Management, Hauling and Disposal of Catch Basin Material**

1. Method of Measurement

- a. Management, Hauling and Disposal of Catch Basin Material measurement for payment shall be based on each of ton disposed of as measured at the disposal facility by certified scale. The contractor shall notify the City in advance as to the location or facility where the trucks will be weighed.
- b. The Work shall involve, in general and without limitation, furnishing all labor, materials, equipment, and incidentals associated with mobilization of equipment, characterizing, sampling, analyzing, screening, stockpiling, handling, re-handling, hauling, weighing, and disposing of soils at appropriate disposal sites approved by the City of Framingham, and in accordance with all laws and regulations, including site cleanup and all incidental items necessary to complete the work described herein.
- c. The Department of Public Works will load the catch basin material onto contractors hauling equipment.
- d. All work to be in compliance with Massachusetts Department of Environmental Protection Management of Catch Basin Cleanings document (Attachment No. 2 of bid document).

2. Payment for this Bid Item on requisitions shall be made according to the following:

- a. Removal of Catch Basin Material from the City of Framingham and proper disposal - 75%.
- b. Submittal of a signed, legible return manifest or certified weight slip accompanied by the appropriate MassDEP Bill of Lading form - 25%.

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**Section 02080 - Soil and Waste Management**

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SECTION 02080

SOIL AND WASTE MANAGEMENT

PART 1 - GENERAL

1.1 QUALIFICATIONS

- A. The Contractor shall demonstrate the necessary skills, experience, training, and qualifications to conduct the work as specified herein.
- B. The Contractor shall possess all required licenses, insurance, permits and trained employees to properly execute the work as specified herein.
- C. All personnel involved in the transportation of waste from the site shall have the required skills, experience, training, and qualifications including, but not limited to, Department of Transportation (DOT) and Occupational Safety and Health Administration (OSHA) training.

1.2 EXISTING CONDITIONS

- A. The following documents are available for review and appended to these Technical Specifications.
  - 1. None

1.3 DEFINITIONS

- A. Asphalt, Brick and Concrete (ABC): Asphalt, Brick and Concrete material that is waste from construction.
- B. Background: (see Soil Classification Categories)
- C. Bill of Lading (BOL): A document signed by a waste transporter or the transporter's representative and issued to a waste generator that evidences the receipt of waste to a specified disposal facility or location. BOL is typically utilized as accompanying documentation during transport of Regulated soils. Soils subject to management under 310 CMR 40.0035.
- D. Competent Person: for purposes of this Specification, the term shall mean one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them [29 CFR 1926.32(f)].
- E. Containerized Waste (as defined in 310 CMR 40.0000) means discarded oil and/or hazardous material at a site in drums, tanks, engineered impoundments, or other fabricated containers, including, without limitation:
  - 1. discarded oil and/or hazardous material that was generated at a site as a results of manufacturing industrial, commercial or other process-related activities, and

- discarded oil and/or hazardous material discovered, managed, generated, or accumulated as part of a response action.

F. Contaminated Media:

- Contaminated Debris (as defined in 310 CMR 40.0000) means any debris that contains oil and/or hazardous material associated with a release for which notification is required by 310 CMR 40.0300 and 40.1600.
- Contaminated Groundwater (as defined in 310 CMR 40.0000) means groundwater containing oil and/or hazardous material at concentrations equal to or greater than a release notification threshold established by 310 CMR 40.0300 and 40.1600.
- Contaminated Sediments (as defined in 310 CMR 40.0000) means sediments containing oil and/or hazardous material associated with a release for which notification is required by 310 CMR 40.0300 and 40.1600.
- Contaminated Soil (as defined in 310 CMR 40.0000) means soil containing oil and/or hazardous material associated with a release for which notification is required by 310 CMR 40.0300 and 40.1600.
- Contaminated Surface Water (as defined in 310 CMR 40.0000) means surface water containing oil and/or hazardous material associated with a release for which notification is required under 310 CMR 40.0300 and 40.1600.

G. Debris (as defined in 310 CMR 40.0000) means solid material that is a manufactured object, plant or animal matter that is intended for disposal or is otherwise no longer serving its intended use. The term shall include demolition and construction waste, hay, vegetation, and other organic and inorganic absorbent materials used to contain or absorb releases of oil and/or hazardous material. The term shall not include:

- any material for which a specific treatment standard is provided in 40 CFR Part 268, Subpart D; or
- process residuals such as smelter slag and residues from the treatment of waste, wastewater, sludges or air emission residues.

H. Demolition and Construction Waste (as defined in 310 CMR 40.0000) means any waste materials and rubble resulting from the construction, remodeling, repair or demolition of buildings, pavement, roads or other structures. Demolition and construction waste includes, but is not limited to, concrete, bricks, lumber, masonry, road paving materials, rebar and plaster.

I. Disposal shall mean safe and legal reuse, recycling, or disposal off the site in a manner as required to comply with all applicable statutes and regulations.

J. Hazardous Material as defined 310 CMR 40.0006.

K. Hazardous Waste:

- Hazardous waste as defined 310 CMR 40.0006; or
- Hazardous waste as defined in 40 CFR 261.3.
- A waste, or combination of wastes, that, because of its quantity, concentration, or

physical, chemical, or infectious characteristics may:

- a. Cause or significantly contribute to an increase in mortality or cause or significantly contribute to an increase in a serious irreversible or incapacitating reversible illness; or
  - b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
- L. Licensed Site Professional and LSP (as defined in 310 CMR 40.0006) each means a hazardous waste site cleanup professional, as defined in M.G.L. c.21A, §19, holding a valid license issued by the Board of Registration of Hazardous Waste Site Cleanup Professionals pursuant to M.G.L. c.21A, §§19 through 19J.
- M. Liquid Waste: materials generated onsite due to work performed and are waste or excess including but not limited to collected groundwater, collected stormwater, non-aqueous phase liquids, Contractor-supplied fuels and fluids, and drummed liquids.
- N. Material Shipping Record (MSR): A document signed by a waste transporter or the transporter's representative and issued to an acceptance facility that evidences that receipt of unregulated soils or waste to a specified disposal facility or location. For the shipment of contaminated soil, urban fill, and dredge materials not subject to management under 310 CMR 40.0035.
- O. Massachusetts Contingency Plan or MCP: 310 CMR 40.0000
- P. Natural Soils: Natural soil is defined for the purposes of the Contract as unconsolidated sand, gravel, silt and clay, and the organic material which has become part of the unconsolidated soil matrix. For this section only, soil may include broken and fragmented rock.
- Q. Peat: A substance of vegetable origin, consisting of roots and fibers, moss, etc., in various stages of decomposition, and found, as a kind of turf or bog. Peat shall be considered natural soil when it is encountered in small amounts (layers 1-foot (304.8 mm) or less in thickness) and when it is impractical to separate the peat from the natural soil or urban fill strata. Otherwise, peat shall be considered a distinctive stratum.
- R. Regulated Soil: Soils requiring management in accordance with 310 CMR 40.0000, and require BOL to document transport. (see Soil Classification Categories)
- S. Remediation Waste: as defined in 310 CMR 40.0006 means any Uncontainerized Waste, Contaminated Media, and/or Contaminated Debris that is managed pursuant to 10 CMR 40.0030. Remediation Waste does not include Containerized Waste.
- T. Solid Waste (Waste): materials generated on site due to work performed and are waste or excess, including but not limited to asphalt, brick and concrete (ABC) waste, demolition waste, decontamination waste, dredging spoils (dewatered), metal waste, plaster/drywall, plastic waste, rock, rubber waste, sediment, tar waste, trash, vegetation debris, wood waste.
- U. Soil Classification Categories: Unless specifically stated otherwise, terms used in this specification are as defined in the Massachusetts Contingency Plan (MCP), 310 CMR

40.0006. The following definitions and soil classifications apply to these specifications:

1. Background or Unregulated Soil: Background means those levels of oil and hazardous material that would exist in the absence of an MCP Disposal Site, including both

Natural Background and Anthropogenic Background. For record keeping purposes soil/fill that meet the definition of background, shall be transported under a Material Shipping Record (MSR).

Background soil may be re-used off-site without restriction provided it is reused in an area where background concentrations are equal to or greater than the site-specific background determined at the off-site location in accordance with DEP Policy WSC#13-500 Similar Soils Provision Guidance (or most recent update). It is the Contractor's responsibility to identify one or more disposal facilities/locations with background levels appropriate to receive the material to be disposed or reused. It is the Contractor's responsibility to determine these background levels in advance so as to comply with 310 CMR 40.0032(3)(b) and so as not to delay or adversely affect construction and/or soil disposal operations.

2. Impacted: Any soil or fill material which contains oil or hazardous materials (OHM) at concentrations greater than background levels but less than MassDEP's RCS-1 release notification thresholds established by 310 CMR 40.0300 and 40.1600. Impacted soils requiring off-site transportation and disposal/reuse shall be transported using a Material Shipping Record (MSR).
3. Contaminated or Regulated Soils: Any soil or fill material which contains oil or hazardous materials at concentrations equal to or greater than a release notification threshold established by 310 CMR 40.0300 and 40.1600, except where the presence of the material is consistent with the regulatory definition of "background" as defined in 310 CMR 40.0006.

Any soils which contain either petroleum or chemical odor or visual indications of oil or hazardous materials shall be handled as potentially contaminated soils. Soil/fill that may be contaminated shall be set aside by the Contractor for assessment by the Contractor's environmental professional (LSP) in a secure manner to prevent exposure to humans and the environment and in accordance with 310 CMR 40.0036. After analytical results are available, soil/fill shall be handled in accordance with the type and degree of contamination (if any) present in the soil/fill, and recommendations of the Contractor's LSP.

Contaminated soil shall be reused off-site, recycled, or disposed as a solid waste at an appropriately permitted facility unless it also meets the regulatory definition of hazardous waste as defined in 40 CFR Part 261 or contains detectable asbestos. Contaminated soils requiring off-site transportation and reuse/disposal or recycling shall be transported using a Material Shipping Record (MSR) or Bill of Lading (BOL), as appropriate. Subcategories of Contaminated soil are defined as follows:

- a. Unlined Landfill Material: Soils that meet all applicable criteria (i.e., COMM 97-001 and/or facility-specific permit requirements) for off-site reuse as daily cover, intermediate cover, or pre-cap contouring material at in-state unlined landfills. Note: per COMM 97-001, sediments may not be re-used as Unlined Landfill Material.
- b. Lined Landfill Material: Soils that meet all applicable criteria (i.e., COMM 97-001 and/or facility-specific permit requirements) for off-site reuse as daily cover, intermediate cover, or pre-cap contouring material at in-state lined landfills.

- c. Asphalt Batch Plant Material: Soils that meet all applicable criteria for recycling at an asphalt batching plant and/or the specific licensing requirements for the proposed recycling facility. Soil that does not meet the applicable COMM 97-

001 criteria for Unlined or Lined Landfill Material that is characterized by the following: TPH concentrations in excess of 5,000 milligrams per kilogram (mg/kg), or total SVOC concentrations in excess of 100 mg/kg, or total non-chlorinated VOC concentrations in excess of 10 mg/kg, and total lead concentrations below 3,000 mg/kg and TCLP metal concentrations below applicable hazardous levels. Material classified as Asphalt Batch Plant Material shall be excavated and transported to an asphalt batch plant for recycling. This material cannot be used as daily cover at or disposed of at a Massachusetts Unlined or Lined Landfill.

- d. Out-of-State Non-Hazardous: Soils that contain concentrations of contaminants that exceed in-state lined and unlined landfill reuse criteria as well as asphalt batch plant acceptance criteria, but meet the criteria for regional thermal treatment facilities or out-of-state recycling facilities, and are not classified as a Resource Conservation and Recovery Act (RCRA) Hazardous Waste.
4. Hazardous Waste: A waste, or combination of wastes, that, because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or cause or significantly contribute to an increase in a serious irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed. Also included within the definition of hazardous waste is hazardous waste as defined 310 CMR 40.0006 and 40.CFR 261.3. Hazardous waste as defined in 40 CFR 261.3 is a solid waste that exhibits any of the characteristics of hazardous waste in excess of regulation levels presented in 40 CFR 261, subpart C and/or that is listed in 40 CFR 261, subpart D; that is a mixture of solid and hazardous waste; or that is derived from a listed waste. Subcategories of Class C soils shall be as follows:
- a. Post-treatment Non-Hazardous: Soils classified as hazardous waste that have been treated on-site to reduce the toxicity characteristic (e.g., for TCLP lead).
  - b. Hazardous: Material determined to contain "listed" or "characteristic" hazardous waste constituents which cannot be readily treated on-site. This material must be transported to an out-of-state approved RCRA Subtitle C hazardous waste disposal or treatment facility under a Uniform Hazardous Waste Manifest.
- V. Special Waste: Any waste that is determined not to be a hazardous waste pursuant to 310 CMR 30.000 and that exists in such quantity or in such chemical or physical state, or any combination thereof, so that particular management controls are required to prevent an adverse impact from the collection, transport, transfer, storage, processing, treatment or disposal of the waste. Asbestos and PCB-contaminated soils/fill (above EPA's TSCA thresholds) are examples of special waste categories.
- W. Transportation Documentation or Shipping documentation means the document used to identify and accompany soil or waste during transport such as a Material Shipping Record (MSR), Bill of Lading (BOL), or Uniform Hazardous Waste Manifest. Also referred to as a shipping record.
- X. Unknown Materials: Any material, that is not readily identifiable as nonhazardous waste, and which has not been previously characterized or encountered during site investigation activities. The Unknown Material classification is to be used in the event that an unexpected, unusual material is encountered for which special handling procedures shall be required in order to handle the material safely. Such wastes include but are not limited to:

1. Unlabelled drums or containers containing material which is not readily identifiable as a non-hazardous substance.
2. Any material, which varies significantly from material previously observed on site and which cannot be readily identified as a nonhazardous.
3. Waste material of unusual color or odor or material with indications of hazardous levels (e.g. exceeding OSHA permissible exposure limits) of contaminants as evidenced on an organic vapor monitor or other similar instrument.

The Owner reserves the right to apply generator knowledge to classify and profile the material as a previously encountered waste or as a known waste. In the event that a material is encountered which the Contractor is uncertain as to its nature, the Owner or their representative shall assess the material with the Contractor and inform the Contractor as to the nature of the material (known or unknown).

Y. Unregulated Soil: (see Soil Classification Categories)

Z. Urban Fill: Fill, also known as urban, or miscellaneous fill, is defined as a mixture of soil and other materials which have been located in the area through man-made processes primarily for the purpose of grading, backfilling or filling in low areas. Material commonly associated with urban fill includes, but are not limited to; coal, glass, brick, ash, wood fragments and other similar granular materials. Urban fill shall not include boulders, ledge, consolidated rock, asphalt, concrete, railroad timbers, rail, cobblestones or any other abandoned building materials.

AA. Waste Manifests: the hazardous waste shipping/transportation documentation required to ship all hazardous waste and subject to provisions in 49 CFR 172 Subpart C.

BB. Waste Shipping Record (WSR): documentation of shipping of waste.

#### 1.4 DESCRIPTION OF WORK

##### A. General

1. This Section includes furnishing all labor, equipment, materials, and incidentals required to perform all operations in connection with the handling and disposition, stockpiling, transport, and off-site reuse or disposal of excess excavated materials as specified.
2. This Section includes proper handling and management of waste materials, including, but not limited to, construction debris, building demolition, municipal waste, boulders, regulated and unregulated soils, ash, rubble, asphalt, brick and concrete (ABC), hazardous materials and empty or crushed drums and/or drum parts.
3. Coordinate work with that of all other trades or contracts affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
4. All work shall be conducted in compliance with Contractor-prepared plans as specified in Paragraph 1.7 Submittals of this Section.
5. Implementation of the submitted HASP and other applicable includes establishing work zones (e.g., support zone, contamination reduction zone, exclusion zone), preparing a decontamination pad(s) and staging area(s), performing the appropriate

environmental monitoring, training and medical monitoring of personnel, coordinating waste disposal and waste characterization as needed, etc.

6. The Contractor shall develop, implement, maintain, supervise, and be responsible for all soil management practices during the course of this contract. An OSHA Competent Person, with demonstrated experience in clean and contaminated soil and hazardous waste handling (e.g. L.S.P.), shall be present during all sampling, field screening, segregating, handling, and characterization of all soils in the course of completing this contract to ensure that soil is managed in accordance with applicable laws, regulations, and this Section.
7. Demobilizing the site, including, but not limited to, removing and disposing of excess or waste soils, rock, solid waste, demolition waste, construction-related equipment and materials used for personnel and equipment decontamination and related waste such as personal protective equipment (PPE), decontamination water/solids, temporary covers, and wash-water storage tanks;; and final clean-up to pre-construction conditions.
8. The Contractor is responsible for being aware of potential hazards at the site and reviewing all existing information which provides evidence of contamination within the limit of the work.

**B. Soil and Waste Management**

1. This Section describes the general parameters and requirements for testing (including field screening and laboratory chemical analysis), handling, tracking, transport, and off-site reuse/disposal of soils.
2. In the course of the work, it may be necessary to handle potentially contaminated soil or hazardous material. The soil or hazardous materials management practices specified herein apply to all soil and/or hazardous materials encountered during the course of this Contract. Contaminated soils and hazardous materials/hazardous waste shall be managed in accordance with 310 CMR 40.0000 and 310 CMR 30.000.
3. Characterization of soil and unknown material for disposal/off-site reuse purposes; field screening and soil management/segregation; temporary storage/staging; and characterization (as may be necessary for unknown materials and/or for compliance with receiving facility requirements); and disposal and/or off-site reuse of excavated soil and waste material. All laboratory chemical analyses conducted shall utilize currently accepted U.S. EPA and applicable state agency analytical protocols and procedures.
4. The Contractor shall characterize all stockpiled soil and fill material prior to off-site reuse or disposal. Characterization requirements may vary depending on the source/location of the excavated soil/fill, the site selected to receive soil suitable for off-site reuse, or the disposal facility permits and policies. The Contractor is responsible for final waste characterization and shall determine if any additional waste characterization is required at no additional cost to the Owner.
5. Soil that meets a particular category but cannot be disposed of at a facility identified under that category will be disposed under the next appropriate item. The Owner will make the final decision as to the appropriate category for soil disposal.

6. Removing characterized materials for off-site re-use or disposal.

## 1.5 RELATED WORK

- A. Section 01010 – Summary of Work
- B. Section 01024 - Measurement and Payment

## 1.6 REFERENCES

- A. All work at the site must be performed in accordance with all applicable federal, state, and local regulations, permits and licenses. Comply with applicable requirements of the following standards and those referenced in this Section. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.
- B. OSHA regulations (including, but not limited to, 29 CFR 1910.1000, 29 CFR 1926, and CFR 1910.120), 40-hour Occupational Safety and Health Administration (OSHA) training (plus 8-hour refresher training) and all other applicable state and federal regulations regarding health and safety requirements;
- C. The applicable parts of the Code of Federal Regulation (CFR) Title 40: Protection of Environment, pertaining to the Comprehensive Environmental Response and Liability Act (CERCLA) and the Superfund Amendments and Reauthorization Act (SARA), RCRA, and the National Emission Standards for Hazardous Air Pollutants (NESHAPS) as regulated by the U.S. Environmental Protection Agency (U.S. EPA);
- D. Massachusetts Site Assignment Regulations for Solid Waste Facility Regulations 310 CMR 16.000.
- E. Massachusetts Solid Waste Management Facility Regulations 310 CMR 19.00.
- F. State regulations specified in the Massachusetts Contingency Plan (MCP) (310 CMR 40.0000), and Massachusetts General Law 21E - Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, and applicable Massachusetts Department of Environmental Protection (MassDEP) guidelines and policies;
  - 1. Massachusetts Department of Environmental Protection, Bureau of Waste Site Cleanup Policy No. WSC-94-400 entitled "Interim Remediation Waste Management Policy for Petroleum Contaminated Soils," dated April 21, 1994.
  - 2. Massachusetts Department of Environmental Protection Bureau of Waste Prevention Policy No. COMM-97-001 entitled "Reuse and Disposal of Contaminated Soils at Massachusetts Landfills," dated August 15, 1997.
  - 3. Massachusetts Department of Environmental Protection, Bureau of Waste Prevention Policy No. WSC#-13-500 "Similar Soils Provision Guidance," dated September 4, 2013.
  - 4. Massachusetts Department of Environmental Protection, Policy #COMM-15-01 "Interim Policy on the Re-Use of Soil for Large Reclamation Projects," dated August 28, 2015.
  - 5. MassDEP Technical Update. Background Levels of Polycyclic Aromatic Hydrocarbons and Metals in Soil (2002);

- G. Department of Transportation (DOT) regulations 49 CFR, and state transportation licenses and permits;
- H. NIOSH/OSHA/USCG/EPA: "Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities" October 1985, DHHS (NIOSH). Publ. No. 85-1 15;
- I. Department of Transportation training;
- J. U.S. Army Corps of Engineers 404 permit;
- K. General Contractor's license;
- L. National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) to discharge and associated general permits;
- M. Massachusetts Water Resources Authority pretreatment and construction dewatering requirements and permits;
- N. Excavation and/or grading permits;
- O. Special use permits;
- P. Special waste haulers certificate;
- Q. Massachusetts Wetlands Protection Act and associated Order of Conditions;
- R. City of Framingham wetland regulations and bylaws; and The Contractor's Soil and Waste Management Plan (SWMP) and Health and Safety Plan to protect the workers and the public.

#### 1.7 SUBMITTALS

- A. The Contractor shall prepare a Work Plan that generally describes the work to be performed under 02080 Part 3 (Execution). The work plan shall include, but not be limited to detailing the submittal and implementation of the following:
  - 1. Soil and Waste Management Plan;
    - a. Dust, Vapor and Odor Control Plan;
    - b. Air Monitoring Plan;
    - c. Equipment and Personnel Decontamination Plan
  - 2. Site-Specific Health and Safety Plan

The Soil and Waste Management Plan (SWMP) shall be submitted within 21 days of the issuance of a Notice to Proceed. All other required plans shall be submitted to the Owner or Engineer and/or their representative for review and approval at least two weeks prior to beginning any intrusive work at the site. Plans shall be consolidated provided the requirements of each plan are fully incorporated therein.

- B. Soil and Waste Management Plan (SWMP): The SWMP shall outline measures for sampling, field screening, laboratory analysis, and disposal/ off-site reuse of soils and wastes generated at the Project site. At a minimum, this plan shall address the following:

1. Methods, procedures, and equipment used for characterizing, loading, and transporting contaminated soil/solid waste materials;
2. A list of all transporters and receiving facilities, complete with license numbers, permit numbers (as appropriate), contact person, and address and telephone number that the Contractor utilizes for soil management and waste disposal. The Contractor shall provide copies of the permits held by each disposal facility which the Contractor plans to use to dispose of all wastes.. The transporters shall have adequate financial insurance and liability insurance mechanisms to handle any accidents, and associated third-party compensation. If Contractor wishes to utilize a disposal facility not approved in the original S/WMP, Contractor shall submit supporting documentation for inclusion on approved list at least 30 days prior to submission of an application.
3. A summary of the history of compliance actions for each receiving facility proposed to be used by the Contractor. The compliance history shall include a comprehensive list of any state or federal citations, notices of non-compliance, consent decrees or violations relative to the management of waste (including remediation waste) at the facility. The Owner reserves the right to reject any facility on the basis of poor compliance history;
4. If hazardous wastes are to be transported, Contractor shall have or obtain a valid EPA identification number to transport hazardous materials and any other permits or licenses as required by federal, state and local laws, regulations, ordinances and procedures.
5. Procedures for controlling dust and soil/solid waste migration, preventing damage to uncontaminated areas via contaminant migration and for decontaminating vehicles and personnel exiting the work area;
6. The means and methods for decontaminating all equipment and personnel, including provisions for installing an equipment decontamination pad if required or specified.
7. Means, methods and equipment for locating and protecting stockpiles.
8. Methods and procedures for identifying stockpiled material (e.g., labeling, marking containers) and procedures for identification and tracking;
9. Methods, procedures, and equipment used for obtaining the necessary information needed to satisfy the off-site reuse/disposal facility requirements specified herein and/or by the facility;
10. Methods, procedures, and equipment proposed for assessing and handling Unknown Materials. The SWMP shall indicate which laboratory(ies) the Contractor shall utilize for analytical testing of soil, groundwater and unknown materials.
  - a. An Unknown Materials information sheet shall be developed as part of the Contractor's SWMP, upon which the Contractor shall record information such as container type, size, and condition; and, any identifying characteristics of the unknown material. The format of the information sheet shall be as accepted by the Owner and/or its representatives;
  - b. The Contractor's plan for notifying the Owner and Engineer in the event that an unknown material as defined in this specification is encountered. The plan shall include the phone numbers and names of the Owner's representative(s) that the Contractor would contact in such an event.
11. Provisions for separation of incompatible materials and segregation of different class of soil;

12. Procedures for consolidating (i.e., bulking) compatible materials for disposal.
13. Provisions, procedures and equipment used for control of dust, vapor and odor; including measures to control objectionable dust, vapors, and odors originating from the site (Section 3.7). This shall describe procedures to minimize the creation of dust, and the control of objectionable vapors and odors originating from the site.
14. Provisions, procedures and equipment used to monitor air at the site (Section 3.6). This shall include site specific monitoring for potential hazards in the air; including the proposed instrument(s) to be used, the expected hazards (e.g., dust, VOCs), the monitoring frequency, the monitoring locations, and the reporting procedures.

C. Soil Management/Tracking Documentation:

Prior to off-site disposal or reuse, the Contractor shall provide to the Engineer a letter from the disposal facility indicating that the facility has reviewed the available data relative to the soil/solid waste to be delivered and agrees that the soil/solid waste meets their acceptance criteria. The letter shall be signed by a duly authorized representative of the receiving facility.

Within the time constraints established in state and/or Federal laws and regulations, the Contractor shall submit to appropriate authority(ies) and the Owner, as applicable, Uniform Hazardous Waste Manifests, Material Shipping Records, and/or Bills of Lading (collectively referred to as transportation documentation) for all soils, rock, ACB, asbestos pipe, asbestos containing materials (ACM), hazardous waste and waste disposed or reused off-site utilizing such documents. Copies of all transportation documentation and all other documents used to track and/or permit off-site transportation of soils or wastes shall be submitted to the Owner and Engineer within ten (10) days of shipment. All transportation documentation shall be signed by the transporter and receiving/disposal facility. The Contractor is responsible for preparation of all transportation documentation, manifests, Bills of Lading, Material Shipping Records, and all other related documents completely and accurately prior to submitting them to the Owner and/or its representative for generator and LSP signatures. The Contractor shall be responsible for submitting to the Owner's LSP all information necessary for preparation of LSP opinion letters to disposal facilities and coordinating disposal documentation with all parties. The Owner's LSP and the Owner shall sign any MassDEP Bill of Lading forms where required only after the Contractor has provided the information required for preparation of electronic MassDEP forms. The Contractor shall be responsible for paying for any and all fines associated with inaccurate, incorrect, or improperly completed transportation documentation and all other related documents, including fines resulting from late or untimely submittals.

D. Quality Control Plan

The Contractor shall prepare a Quality Control plan for the development, implementation, and maintenance of a quality control system to ensure that the specified quality is achieved for all materials and work performed.

- E. Spill and Discharge Control Plan (SDCP): The SDCP shall provide contingency measures and reporting responsibilities for potential uncontrolled spills and discharges of contaminated and/or hazardous materials, including, but not limited to: fuels, oils, contaminated groundwater, granular solid waste, leachate, decontamination water, sewage,

and other on-site waste materials. In addition to the above listed items, the SDCP shall specifically contain: procedures for containing dry and liquid spills; absorbent material available on site; storage of spilled materials; governmental reporting (i.e., notification) procedures; decontamination procedures; discharges of sanitary or combined sewers into storm drains either by flow handling/bypassing or accidental or unintentional discharge; and procedures for protecting wetlands and surrounding public and private property.

The Spill and Discharge Plan shall indicate the location and quantity of the materials to be staged on site and the basis for the quantities (i.e. indicate the vessel which will be on site containing the greatest volume of oil or hazardous materials). No fuel or oil tanks or drums may be temporarily staged on site unless they are stored within a secondary containment system. Fuel deliveries shall be performed in a designated area which has either secondary spill containment or an impervious surface with absorbent berms located around the point of fuel delivery. The Spill and Discharge Plan shall indicate the location of the fueling area and the nature of secondary containment which the Contractor intends on utilizing.

1. Notification Procedures: The Contractor shall prepare in advance of work activities a notification list, complete with phone numbers, addresses, and contact names for all parties to be notified in the event of a spill. This list shall be posted on-site at all times and shall include:
    - a. Owner's designated representatives;
    - b. Owner;
    - c. Fire Department;
    - d. Engineer;
    - e. Massachusetts Department of Environmental Protection (as required per 310 CMR 40.0000). The Owner shall be notified immediately of an uncontrolled spill or discharge. If human health or the environment are potentially threatened, the Contractor shall take immediate action to abate the conditions and notify emergency personnel;
    - f. Appropriate emergency personnel.
  2. Spill Incident Report(s): In the event of an uncontrolled spill or discharge, a written report detailing each uncontrolled spill or discharge shall include, at a minimum, the cause and resolution of incident, outside agencies involved, and date and time of occurrence. The report shall be submitted to the Owner within 48 hours of the incident. The Contractor shall document all spills on the as-built Drawings and submit the Drawings to the Owner at project completion. The Contractor shall be responsible for remediating any spills or releases of oil or hazardous materials as a result of the Contractor's activities. The site shall be remediated to pre-release conditions at no additional cost to the Owner.
- F. Medical surveillance records, OSHA 40-hour training forms, accident forms, and all other documentation requirements of the Contractor's safety and health program for personnel working on the site (who are subject to exposure to potentially contaminated soil) shall be up-to-date and kept on file at the site. The Contractor shall provide documentation of employee status upon request of the Engineer and/or their representative.

## PART 2 - PRODUCTS

### 2.1 DUST CONTROL

- A. Dust suppression may be achieved by applying controlled amounts of water or dust suppression chemicals to the project site, and through covering of soil stockpiles, etc. Dust suppression shall be carried out in accordance with the approved SWMP.

### 2.2 SPILL CONTROL

- A. At a minimum, the Contractor shall maintain on-site absorbent pads, booms and absorbent materials in sufficient quantity to address a release of fuel oil, hydraulic oil or other OHM that the Contractor intends to use or store on site, including fuel oil and hydraulic oil that is used within earth moving equipment. The quantity of spill containment materials maintained on site shall be sufficient to respond to a catastrophic release from the vessel containing the greatest quantity of oil or hazardous material on-site.

### 2.3 SOIL MANAGEMENT/TRACKING DOCUMENTATION

- A. Provide completed Bills of Lading (BOLs), Material Shipping Records (MSRs), manifests, certificates of disposal, weight slips and all other documentation relative to disposal, reuse, treatment, recycling or other means of off-site use of soil and waste materials.
- B. Provide appropriate equipment and materials to protect and delineate stockpiles as necessary.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. All work in this section will be performed in accordance with the Contractor's Work Plan, SWMP, Site-Specific HASP and any other site specific plans/reports that have been approved by the Owner and Engineer.
- B. The primary concern of the Contractor in the handling, sampling, bulking, and transportation of soil/solid waste and/or drummed material (if encountered) will be to protect the health and safety of the site workers, the public, and the environment.
- C. The Contractor shall keep a copy of the Health and Safety Plan (HASP) on site during all operations and shall conduct daily health and safety meetings. Failure to keep a copy of the HASP on-site, or any other breach of the Contractor's Plan, may be cause for stopping work at the cost of the Contractor. Delays caused by the Contractor's failure to comply with the health and safety regulations or any health and safety plan shall not entitle the Contractor to recover any additional costs or time lost. The Contractor shall not be allowed to resume activities until corrective measures are accepted by the Engineer and/or their representative and implemented.

### 3.2 SOIL/FILL WASTE CHARACTERIZATION

Soil and fill material shall be classified based on the criteria established in the accepted SWMP.

- A. Waste Characterization: Waste characterization shall be the responsibility of the Contractor. The Contractor shall be responsible for determining the characterization requirements of each disposal facility in advance to facilitate timely off-site removal and to adequately estimate the disposal costs. The Contractor shall perform additional segregation based on disposal requirements. Disposal or off-site reuse of the material shall depend on sampling and characterization analytical results. At the request of the Engineer or Owner, the Contractor shall provide a split sample. The Contractor shall perform or observe all sampling and shall provide notice in advance to the Engineer so that the Engineer may observe the sampling procedure. At a minimum, the sampling should comply with Massachusetts Department of Environmental Protection Bureau of Waste Prevention Policy No. COMM-97-001 entitled "Reuse and Disposal of Contaminated Soils at Massachusetts Landfills," dated August 15, 1997 or its most recent version.

Upon notification from the Owner requiring stockpile availability, Contractor shall sample materials within 10 business days of notification. Disposal applications prepared within 21 days and submitted for Owner review within 20 business days after sampling.

- B. The contractor shall document the sampling event for waste characterization. Sampling shall be consistent with the procedures outlined in the Contractor's approved SWMP and sampling documentation shall be submitted to the Owner and Engineer along with the resulting sample analytical data and associated chain of custody. Sample documentation shall include, but not be limited to:

1. Sampling field notes, identifying date/time/location of sampling event and person obtaining samples.
2. Dimensions of sampled stockpile, including estimated volume.
3. Approximate locations of individual grab samples relative to the stockpile, including sample IDs and field screening information (i.e. photoionization detector (PID) readings).
4. Photo(s) of stockpile at the time of sampling.

### 3.3 SOIL/SOLIDS WASTE MANAGEMENT

- A. The Contractor shall recycle or dispose of soil and wastes in accordance with federal, state and local regulations and these specifications, as well as all other state laws through which the waste material is being transported.
- B. The Contractor shall obtain receipts of disposal for disposed wastes as applicable.
- C. The Contractor shall be responsible for obtaining the generator's signature and all other signatures required for the proper completion of the transportation documentation. The Contractor shall allow a minimum of five (5) working days from the date of the submittal for any documents requiring the signature of the Owner and/or the LSP. The transportation documentation shall document the handling of the excess excavated soil or waste from the time it is generated until the time it is properly reused or disposed.
- D. The Contractor shall be responsible for obtaining all federal, state, and local permits and

variances to allow transport of materials and wastes on public roadways.

- E. Transportation of wastes shall be in compliance with any relevant federal, state and local requirements, and such as to assure that waste material is not released during transit.
- F. The Contractor shall be responsible to inform the Owner if hazardous waste disposal will not be performed within 90 days of hazardous waste characterization. This notification shall take place a minimum of 30 days prior to the 90-day deadline. No hazardous waste stockpiled at the site shall remain on site more than 90 days after it is characterized. In accordance with 310 CMR 40.0031, all other Remediation Waste shall not remain on site or temporary off-site storage location more than 120 days from initial date of generation.
- G. Transporters of solid wastes that include, but are not limited to, contaminated soil/fill (including OHM-contaminated soil), construction and demolition debris non-hazardous laboratory wastes, bottles, tires, metal parts, tree stumps, brush, and grass cuttings will

utilize trucks or dumpsters specifically designed to ensure that material, dust, or liquid is not released in transit. No truck shall be allowed to exit the site until all free liquids are drained from soil being transported off-site. The vehicle in which the waste is transported shall be driven directly to the intended destination without any stops or detours in between, except those necessary in response to road conditions, vehicle service needs, or emergencies. Discharge or release of material during transport shall be immediately reported to the Owner. Transporters shall clean up any discharge that occurs in transit, at the Contractor's expense.

- H. Manifesting of solid waste shall be required and shall include at a minimum: vehicle identification; date of loading and disposal; tonnage, as measured at the disposal site; and signature of the Owner and/or its representative, transporter, and disposal facility's representative. Transportation of the wastes shall be accompanied by the appropriate manifests such as a MassDEP Bill of Lading, as required in the Code of Massachusetts Regulations (CMR) 310 CMR 40.0030, a Material Shipping Record or by a Uniform Hazardous Waste Manifest. The original shall be returned to the Owner, and/or their representative, within ten (10) working days of disposal.

### 3.4 HAZARDOUS WASTES

- A. Transporters of hazardous wastes shall be in conformance with Code of Federal Regulations (CFR) 40 CFR, Part 171, all other federal laws and regulations and 310 CMR 30.400, and all other state laws through whose boundaries the waste material is being transported. The transporter shall provide copies of its EPA identification number, Massachusetts transporter's license, and proof of driver training in transporting hazardous waste.
- B. The disposal site shall be in conformance with 40 CFR, Part 264 and relevant laws of the state in which the facility is located. The Contractor shall provide copies of the disposal facility's EPA and state treatment and disposal permit.
- C. Manifesting of hazardous wastes shall be in conformance with 40 CFR, Part 264, Subpart E, 310 CMR 30.310 and 310 CMR 30.405.
- D. Actual quantities which are subject to unit rates shall be tabulated by the Contractor and verified by the Engineer on a daily basis. The Contractor shall not be reimbursed for unit rate work performed without the prior approval of quantities by the Engineer.

### 3.5 EQUIPMENT AND PERSONNEL DECONTAMINATION

- A. Equipment and personnel decontamination facilities shall be provided by the Contractor when hazardous materials are expected to be encountered and handled onsite. Equipment and personnel decontamination area(s), conforming with the Contractor's HASP and these Specifications, will be constructed in such a manner to protect existing site surfaces, materials, and structures from contamination. The equipment decontamination area(s) will be sized adequately to provide for the decontamination of the largest piece of equipment to be decontaminated. Filter fabric will be placed over an impermeable liner to protect the liner from rips, punctures, or tears from traffic and heavy equipment.
- B. The Contractor shall establish a site-specific decontamination protocol and decontamination areas for personnel and equipment utilized at the subject site. Personnel and equipment decontamination shall be conducted in compliance with the HASP.

- C. The decontamination protocol shall include (i) the means, methods, and materials for the proposed decontamination procedures; (ii) the procedures employed to contain and store the wash or rinse liquids/sludges; (iii) procedures used to sample, analyze, and characterize the contaminated wash or rinse liquids/sludges; (iv) procedures to contain or clean contaminated equipment and PPE; and (v) the procedures for handling and disposing of solid wastes generated from site decontamination activities. All sample analysis shall be completed by a certified laboratory. The Contractor shall be responsible for the cost of this analytical work. The Contractor shall submit a copy of the analytical results and laboratory certifications to the Owner for review prior to proceeding with disposal. The Contractor shall be responsible to properly manifest and dispose of all residual wastes generated from on-site activities in conformance with federal, state, and local environmental and transportation regulations. The Contractor shall be responsible for the manifests and procedures to be used to package and dispose of contaminated solid wastes, wash, or rinse liquids at an EPA or state-approved treatment or disposal facility. The Contractor shall be responsible for any releases from site or decontamination activities due to its work, and will remediate any release for which the Contractor is responsible to pre-existing conditions at the Contractor's expense.
  
- D. Provisions for collecting decontamination water will be incorporated into the maintenance of the decontamination pad and will include placing an impermeable liner over a sloped surface such that water is directed, if necessary, into an area for subsequent pumping to 55-gallon drums or other appropriate tankage. Following completion of the work, the wash water shall be characterized by the Contractor and disposed off-site, in accordance with federal, state, and local regulations.

### 3.6 ENVIRONMENTAL FIELD MONITORING / DUST CONTROL

- A. The air monitoring program is to be designed to protect public health and the environment from the potential generation of dust and contaminant release during work. All personnel shall be made aware of the potential hazards and be informed of air monitoring information by the Contractor.
  
- B. Dust control measures shall be implemented by the Contractor during all soil handling operations, loading and transport of waste material from the site in accordance with the Contractor's Dust Control Plan.
  
- C. Air monitoring shall occur when handling soils that are known or suspected to be hazardous or contain OHM. The Contractor shall keep accurate documentation of all air monitoring, which will be made available to the Engineer or Owner upon request.
  - 1. At a minimum, the air monitoring shall include daily monitoring and documentation of one upwind, and two downwind conditions during periods of activity on the site and when there is a potential for dust being generated on the site. The air monitoring information including air monitoring in the vicinity of all site activities shall also be utilized for establishing levels of personal protection measures in the Contractor's Site Specific Health and Safety Plan. The Contractor shall submit his/her air quality monitoring program for review and approval prior to commencement of site activities.
  
  - 2. Air monitoring shall include headspace analyses in a jar or plastic bag performed using a portable photoionization detector or other appropriate instrument for the anticipated conditions. The Contractor shall be responsible for properly calibrating the instrument each day and recording the calibration in a daily log which shall include the following information:

- a. Name of device or instrument calibrated.
  - b. Date of calibration.
  - c. Results of calibration.
  - d. Name of person performing the calibration.
  - e. Identification of the calibration gas.
3. The Contractor is responsible for providing fully charged instrument(s) at the start of each work day.
  4. When applicable, field screening samples shall be taken from numerous locations within the excavation. Samples shall be taken from any area that appears to be visibly contaminated or where an odor is noted.
- D. If there are indications of contamination, the frequency of air monitoring will be determined by an Industrial Hygienist or competent environmental health professional. The Contractor's Site Health and Safety Officer and Superintendent will be responsible for assuring that monitoring is conducted in an appropriate manner, and that work practices, engineering controls and/or Personal Protective Equipment are proper for the conditions.
- E. During soil handling, real-time dust monitoring shall be conducted under windy and/or excessively dry working conditions or when directed by the Engineer. The monitoring shall consist of total dust testing using MIE, INC. MINIRAM PDM-3 DUST MONITORS, or like instruments. The total dust criteria at the site shall conform to the requirements of the HASP. Should fugitive dust quantities exceed 20 percent of the ambient level or action levels indicated within the HASP, the Contractor shall perform additional measures to reduce the total dust concentrations.
- F. Nuisance dust levels shall be reduced by pre-wetting the surface soils and by establishing and maintaining clean access roads. The Contractor's Dust, Vapor, and Odor Control Plan shall describe the procedures and materials to minimize dust. At a minimum, the Contractor shall provide clean water, free from salt, oil, and other deleterious materials.

### 3.7 VAPOR AND ODOR CONTROL

The Contractor shall provide the materials and labor to control objectionable vapors and odor in accordance with the Contractor's SWMP. The Contractor shall limit the exposure area and shall cover the exposure area with synthetic reusable covers, lime, foam suppressants, or other methods to reduce off-site odors to acceptable levels. The Contractor shall not use soil suitable for on-site reuse as cover to control vapor and odors.

### 3.8 BULKING

Following characterization and compatibility testing of waste material, the Contractor shall place compatible materials into common containers to reduce transport and disposal costs, when practicable and with the approval of the Engineer. In addition, materials that are improperly contained shall be transferred into the appropriate containers. Drums and containers used during this project shall meet the appropriate DOT, OSHA, and U.S. EPA regulations for the materials contained. The Contractor shall describe the bulking procedures in the Soil and Waste Management Plan.

### 3.9 CONTAMINATED LIQUIDS

The Contractor shall collect and properly dispose of contaminated liquids and other liquids generated or encountered on site during construction. Contaminated liquid sources include decontamination water, and drummed liquids encountered during excavation. The Contractor shall be responsible for treating and disposing of contaminated groundwater as required by applicable regulations.

### 3.10 CLEANUP

During the course of the work, the Contractor shall keep the Site and his operations clean and neat at all times. He shall dispose of all residue resulting from the site clearing operations; and at the conclusion for the day's Work, he shall remove and haul away any surplus materials, lumber, equipment, temporary structures, and any other refuse remaining from the site clearing operations and shall leave the entire site in a neat and orderly condition.

END OF SECTION 02080

Sample Waste Stream Disposal Summary Table

Material Type	Pre-Approval by Receiving Facility	Testing/ Analysis	Transportation Documentation	Proposed Receiving Facility/Facilities
Asbestos Containing Material (ACM)	Required	Not required	WSR	
Asbestos Cement Pipe (ACP)	Required	Not required	WSR	
Unregulated Soils	Required	Required	MSR	
Impacted/Regulated Soils	Required	Required	BOL	
Hazardous materials	Required	Required	HWSM	
Catch basin cleanings	Required	Required	WSR	
Street Sweepings	Required	Not required	WSR	

## PART 4. TERMS AND CONDITIONS

### 4.1 TERM OF CONTRACT

This Agreement shall be for a term of one **(1) year**, commencing on **September 1, 2026** and ending on **August 31, 2027**, subject to annual appropriate as described in Article 7 “Termination”. This Agreement may be renewed in writing at the sole option of the CITY at the prices identified in the bid and the same terms and conditions for up to two additional one-year periods by giving notice to the Contractor at least ninety (90) days prior to the expiration date.

**The City will not accept the Bidders terms and conditions. Do not submit a proposal unless willing to execute the attached contract.**

#### 4.1.1 INVOICE SUBMITTAL

- a. The Contractor shall submit invoices to the location designated by the City in its Notice to Proceed.
- b. Invoices which do not include required attachments will be returned to the Contractor and time for payment shall be calculated from the time an accepted invoice with all required attachments is received by the City.

#### 4.1.2 INSURANCE REQUIREMENTS

General- The Contractor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Framingham, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Contractor’s General Liability Insurance - The Contractor shall carry Comprehensive General Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) and a total (or aggregate) limit or not less than Two Million Dollars (\$2,000,000.00).

Comprehensive Automotive and Property Damage Insurance - The Contractor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Contractor while performing work under the Contract in the amount of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries and Property Damage coverage in the amount of not less than One Million Dollars (\$1,000,000.00) for all damages to or destruction of property.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Framingham at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Contractor.

All insurance coverage shall be at the sole expense of the Contractor and shall be placed with such company as may be acceptable to the City of Framingham and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

#### **4.1.3 CHANGE ORDERS AND ADJUSTMENTS**

Any request for a change order or adjustment must be submitted in writing and contain, an explanation of the need for the change order, a statement of work including a cost breakdown of each addition, and a statement that the change order is in the best interest of the awarding authority. The City is not obligated to pay for change orders that are not approved in writing, by the original contract signatories.

#### **4.1.4 AMENDMENTS**

No amendment to the Contract shall be effective unless it is in writing signed by authorized representatives of both parties. Said amendment shall be incorporated into and made a part of this Contract.

#### **4.1.5 WAIVERS**

The obligations and conditions imposed by the Contractor can be waived only by written agreement. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies which would otherwise be available to that party under the Contract. Moreover, neither the approval nor the making of any payment to the Contractor by the City shall be deemed acceptance of any of the services not performed in accordance with this Contract nor an acknowledgement that such services have been performed in accordance with the Contract.

#### **4.1.6 DEFECTIVE MATERIALS**

Materials not conforming to the Contract Documents shall be rejected and removed from the work site by the Contractor as directed. No rejected material, the defects of which have been subsequently corrected, shall be used except with the permission of the City. Should the Contractor fail to remove defective material within the time indicated in writing, the City shall remove and replace the defective material, and the cost of such removal and replacement will be deducted from any monies due or to become due the Contractor.

#### **4.1.7 INDEMNIFICATION**

Unless otherwise provided by law, the Contractor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

#### **4.1.8 FEDERAL AND STATE LAW**

The selected Contractor shall comply with all applicable Federal, State and Local laws and ordinances.

#### **4.1.9 SAMPLE CONTRACT**

See 'Sample Contract' attached.

**SAMPLE CONTRACT**

See Attachment A

**ATTACHMENT A – SAMPLE CONTRACT**

**SHORT FORM OF AGREEMENT FOR CONSTRUCTION  
BETWEEN CITY AND CONTRACTOR PROCURED UNDER G.L. C. 30, §39M**

THIS AGREEMENT for \_\_\_\_\_ **On-Call Soils Management & Disposal Services** is made the \_\_\_\_\_ **day of \_\_\_\_\_, 2026** between the City of Framingham, a municipal corporation with municipal offices located the Memorial Building, 150 Concord Street, Framingham Massachusetts, 01701, acting by and through its duly elected Mayor (hereinafter referred to as the “City”) and \_\_\_\_\_, a corporation duly organized under the Commonwealth of Massachusetts, with business offices located at \_\_\_\_\_, (hereinafter referred to as the “Contractor”).

**WITNESSETH** that the Contractor and the City, for the consideration hereinafter named, agree as follows:

**ARTICLE 1: CONTRACT DOCUMENTS**

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities and in the manner most favorable to the City:

**Documents to be attached and/or signed:**

- (i) This Short Form of Agreement for Procurement between City and Contractor
- (ii) General Conditions of the Construction Contract
- (iii) Invitation for bids, bid specifications, request for proposals or purchase description
- (iv) Addenda issued prior to execution of the Agreement
- (v) Contractor’s bid or proposal
- (vi) Modifications issued after execution of the Agreement, which are not attached hereto, including the following:
  - a. Work Order issued by the City
  - b. Written amendment to the Agreement signed by both parties
  - c. Change Order
- (vii) Copies of all required bonds, certificates of insurance and licenses required under the Agreement
- (viii) Notice to Proceed, which may be delivered or issued on or after the Effective Date of this Agreement and may not be attached hereto
- (ix) Prevailing Wages

**Exhibits to be reviewed and signed:**

- a. Payment Bond form attached hereto as **Exhibit A**
- b. The Summary of Conflict-of-Interest Law for Municipal Employees and acknowledgement of receipt of summary attached hereto as **Exhibit B** and confirmation of completion of online training.

EACH OF WHICH IS ATTACHED HERETO except as otherwise provided. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the City. Such amendment or modification shall be incorporated into and made part of this Agreement.

**ARTICLE 2: SCOPE OF WORK**

The Work under this Contract is defined as all work required by the Contract Documents for the **On-Call Soils & Management & Disposal Services**, in accordance with and as described in the Specifications prepared by Beta Group as modified by Addenda Nos. \_\_\_\_\_.

The Contractor shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, and the Contractor agrees to do everything required by the Contract Documents.

**ARTICLE 3: TERMS OF AGREEMENT**

This Agreement shall be for a term of one **(1) year**, commencing on **September 1, 2026** and ending on **August 31, 2027**, subject to annual appropriate as described in Article 7 "Termination". This Agreement may be renewed in writing at the sole option of the CITY at the prices identified in the bid and the same terms and conditions for up to two additional one-year periods by giving notice to the Contractor at least ninety (90) days prior to the expiration date.

**ARTICLE 4: COMPENSATION**

- 1. The CONTRACTOR agrees to provide to the CITY items at the specific price points listed in the CONTRACTOR'S bid submission for the duration of the contract. The CITY makes no guarantee to purchase any minimum or specific quantity of goods or services under the provisions of this contract. The total value of the goods and services will **not exceed the sum of xxxxxxxxxxxxxxxxx (\$xxxxxxxxxx)** without the issuance of a change order agreed to in writing by all parties.
- 2. The Unit Prices, if any, approved by the CITY are those included in the CONTRACTOR'S bid or proposal.
- 3. The CONTRACTOR shall submit an invoice to the CITY that the goods or supplies have

been delivered in accordance with this Agreement.

4. The acceptance by CONTRACTOR of its final payment under this Agreement shall operate as a release to CITY of all claims by and all liability to CONTRACTOR. No payment, however, final or otherwise, shall operate to release CONTRACTOR from its obligations under this Agreement.

#### **ARTICLE 5: NON-PERFORMANCE**

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the CITY shall give written notice thereof, and if said default is not made good within such time as the CITY shall specify in writing, the CITY shall notify the CONTRACTOR in writing that there has been a breach of the Agreement and thereafter the City may terminate this Agreement. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the CITY is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the CITY and certified to the CONTRACTOR.

#### **ARTICLE 6: CONTRACTOR'S REPRESENTATIONS**

In order to induce the City to enter into this Agreement, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- A. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- B. Contractor is familiar with and is satisfied as to all federal, state, and local laws and Regulations that may affect cost, progress, and performance of the Work.
- C. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities), if any, that have been identified in the Contract Documents as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Contract Documents as containing reliable "technical data."
- D. Contractor has considered information known to Contractor; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific

means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraphs A through E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 7: TERMINATION**

### **TERMINATION FOR CONVENIENCE**

The City shall have the right to terminate this AGREEMENT upon thirty (30) days advanced notice by the City for the City's convenience, in the City's sole discretion and determination.

### **II. Termination for Lack of Appropriation**

In addition to the provisions of Article 5 of this Agreement, the City shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement after the first year.

### **III. TERMINATION FOR CAUSE**

In addition to the provisions of Article 6 above, the City shall also have the right to immediate termination for any of the following:

- (a) any material misrepresentation by the Contractor.
- (b) any failure by the Contractor to perform any obligations under this Agreement including, but not limited to the following:
  - i. failure to commence performance of this Agreement at the time specified in this Agreement due to a reason or circumstance within the Contractor's reasonable control.

- ii. failure to perform this Agreement with sufficient personnel and equipment or with sufficient material to ensure the completion of this Agreement within the specified time due to a reason or circumstance within the Contractor's reasonable control.
- iii. failure to perform this Agreement in a manner reasonably satisfactory to the City.
- iii. failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory;
- iv. discontinuance of the services for reasons not beyond the Contractor's reasonable control.
- v. failure to comply with a material term of this Agreement, including but not limited to the provision of insurance and nondiscrimination and;
- vi. any other acts specifically and expressly stated in this Agreement as constituting a basis for termination of this Agreement.

#### **IV. CONTRACT TERMINATION**

The Contractor shall have the right to terminate this Agreement if the City fails to make payment within 45 days after it is due.

#### **ARTICLE 8: CONTRACTOR COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS (IF APPLICABLE)**

All Contractors engaged in contracts funded by federal grants must acknowledge and adhere to the following provisions:

1. **Eligibility Verification:** Contractors are required to confirm their eligibility to participate in federally funded contracts, including verification through the System for Award Management (SAM) to ensure they are not debarred, suspended, or otherwise excluded from receiving federal funds.
2. **Regulatory Compliance:** Contractors must comply with all applicable federal regulations outlined in 2 C.F.R. Part 200, including but not limited to provisions relating to non-discrimination, equal opportunity, and environmental standards.
3. **Contractual Obligations:** Contractors must agree to include federal grant conditions and clauses in all subcontracts as required, such as audit rights for the federal government and adherence to federal procurement and performance standards.
4. **Documentation and Reporting:** Contractors must maintain accurate records of all transactions related to the contract and provide timely reports as required by the City of Framingham and relevant federal agencies.
5. **Acknowledgement:** By entering into a contract, Contractors acknowledge their understanding of federal funding requirements and their responsibility to ensure compliance in all aspects of contract performance.
6. **Funding Contingencies:** Payment to Contractors is contingent upon the City's receipt of federal funds. Any delays, partial release, or termination of funding may lead to contract termination, and

the City shall not be liable for payment delays or defaults due to such occurrences. In the event of funding termination, the City will notify the Contractor in writing, and the contract will be automatically terminated without further obligations for either party.

**ARTICLE 9: NOTICE**

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or by registered or certified mail to:

**City of Framingham:**

Department: Purchasing Department

Contract: Audra Shaw

Title: Procurement Administrator

Email: [amshaw@framinghamma.gov](mailto:amshaw@framinghamma.gov)

Tel. # (508) 532-5406

Mailing Address 150 Concord Street,  
Framingham, MA 01702

**PLEASE FILL IN THIS INFORMATION**

**Contractor:**

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**ARTICLE 10: PAYMENT BOND**

When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver a payment bond as follows, subject to the additional requirements set forth in Paragraph 2.1.8 of the General Conditions:

- (a) The Contractor shall furnish a **50% Payment Bond** from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the CITY in the full amount of the Contract Price and in the form attached hereto as **Exhibit A**.

## **ARTICLE 11: INSURANCE**

### **A. Insurance Generally.**

1. The Contractor shall purchase and maintain insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the Contractor's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.
2. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better as assigned by AM Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the City, or otherwise acceptable to the City.
3. Contractor shall submit Certificates of Insurance, acceptable to the City, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self-insured retentions, and policy effective and expiration dates. Certificates shall show the City and anyone else the CITY requests as an additional insured as to all policies of liability insurance. Certificates shall specifically note the following:
  - that the General Liability policy includes contractual liability
  - that the General Liability policy includes the City as additional insureds for ongoing operations (CG 20 10) and for completed operations (CG 20 37) or equivalent endorsements.
  - that the automobile liability, umbrella liability and pollution liability policies include the CITY as additional insureds
  - that the General Liability policy includes endorsement CG 24 04 or equivalent, a Waiver of Subrogation in favor of the City
  - that the Builders' Risk or Installation Floater is on an all-risk basis including earthquake and flood, and includes the City, Contractor, subcontractors and suppliers of any tier as named insureds or loss payees as their interests may appear.
  - that the policies have been endorsed such that none of the coverages shall be cancelled, terminated, or materially modified unless and until 30 days prior notice is given in writing to the City.
4. CONTRACTOR shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the CITY shall at all times possess certificates indicating current coverage.
5. If the CITY requests, the CONTRACTOR shall file one certified complete copy of all policies and endorsements with the CITY. If the CITY is damaged by the Contractor's failure to maintain such insurance and to comply with the terms of this Article, then the CONTRACTOR shall be responsible for all costs and damages to the CITY attributable thereto.

6. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the CITY at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
7. The CONTRACTOR is responsible for the payment of any and all deductibles under all of the insurance required below. The CITY shall not in any instance be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

**B. Commercial General Liability.**

1. The Contractor shall purchase and maintain broad form general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/project basis. The policy shall provide the following minimum coverage to protect the Contractor from claims with respect to the operations performed by Contractor and any employee, subcontractor, or supplier, or by anyone for whose acts they may be liable:

Bodily Injury &	\$1,000,000 each occurrence
Property Damage	\$2,000,000 general aggregate per project
Products & Completed Operations	\$2,000,000 annual aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence
Medical Expenses	\$10,000

2. This policy shall include coverage relating to explosion, collapse, and underground property damage.
3. This policy shall include contractual liability coverage.
4. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the City. The Contractor shall provide renewal certificates of insurance to the City as evidence that this coverage is being maintained.
5. If the Work includes work to be performed within 50 feet of a railroad, any exclusion for liability assumed under contract for work within 50 feet of a railroad shall be deleted.
6. This policy shall include the City and anyone else requested by the City as an additional insured via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds as named insureds.
7. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the City.



2. If specified in Article 5 of the General Conditions, the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), or Maritime Liability.

3. The policy shall contain a Waiver of Subrogation in favor of the City.

**E. Builder's Risk/ Installation Floater/Stored Materials.**

1. The Contractor shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism (“certified” and “non-certified”), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall be the lesser of the Contract Price or \$10,0000.00. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in 3 below.

2. When Work will be completed on existing buildings owned by the Owner, the Contractor shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in 3. below.

3. The Contractor shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at an offsite location shall be forthwith replaced by the Contractor at no expense to the City.

4. The policy or policies shall specifically state that they are for the benefit of and payable to the City, the Contractor, and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the City, the Contractor and Subcontractors of any tier as named insureds.

5. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.

6. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the City.

7. Coverage shall be maintained until final acceptance by the City of the Contract and final payment has been made.

8. A loss under the property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds. The Contractor shall pay the subcontractors their just shares of insurance proceeds received by the Contractor and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

**F. Umbrella Coverage.**

The Contractor shall provide Umbrella Coverage in a form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount:

<u>Contract Price:</u>	<u>Limit of Liability:</u>
Under \$150,000	\$1,000,000 per occurrence
\$150,000 -- \$1,000,000	\$2,000,000 per occurrence
\$1,000,001 -- \$5,000,000	\$5,000,000 per occurrence
\$5,000,001-- \$10,000,000	\$10,000,000 per occurrence
\$10,000,001 and over	\$25,000,000 per occurrence

**G. Additional Types of Insurance.**

The Contractor shall provide such other types of insurance as may be required by Article 5 of the General Conditions.

**ARTICLE 12: PREVAILING WAGE RATES**

If the work under this Agreement involves the construction of public works, the CONTRACTOR shall pay the prevailing wage and comply with Mass. Gen. L. Ch. 149, Sec. 26 - 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. Gen. L. Ch. 149, Sec. 26 and 27B, the CONTRACTOR (and every subcontractor) shall file weekly certified payroll records with the CITY for all employees who have worked on the Project. The CITY and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Contract.

**ARTICLE 13: GOVERNING LAW**

This Agreement and performance hereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders. In the event of any dispute arising hereunder, the CITY AND CONTRACTOR expressly agree that jurisdiction over such dispute shall be in the Commonwealth of Massachusetts, with venue specifically in the Middlesex Superior Court Department of the Massachusetts Trial Court. The CITY and the CONTRACTOR waive jurisdiction in any other forum, state, venue or territory.

## ARTICLE 14: INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless Owner and Engineer and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) for or on account of or relating to any act, omission, or negligence of the Contractor, Subcontractors, or its or their agents or employees in the performance of the Work and/or their failure to comply with the terms and conditions of this Agreement. The foregoing provision shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by Contractor.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 15: MANDATORY CONFLICT OF INTEREST/ ETHICS TRAINING

A summary of the Conflict-of-Interest Law is attached hereto as **Exhibit B** and must be distributed to all key employees of the Contractor pursuant to G.L. c. 268A.

**Questions regarding whether any of the Contractor's employees are considered "key employees" should be directed to the Legal Division of the State Ethics Commission at (617) 371-9500.**

Pursuant to Chapter 28 of the Acts of 2009, as amended, all key employees must complete online ethics training on the State Ethics Commission's website, [WWW.MASS.GOV/ETHICS](http://WWW.MASS.GOV/ETHICS). Within thirty days of the date of this Agreement, each key employee must provide to the City a signed acknowledgment of receipt of the summary of the Conflict-of-Interest Law, in the form attached to **Exhibit B, and a certificate of completion of the online training which must be printed at the completion of the training.** In the event that the term of this Agreement extends for more than two years, all continuously employed key employees shall repeat the online training and provide the City with a new certificate of completion within ninety days before or ninety days after the two-year anniversary of the date of this Agreement. Any new key employee who becomes employed by the Contractor after the date of this Agreement and whose services are specifically required by this Agreement must complete the online training and provide the City with a certificate of completion within thirty days of the date on which his services commence pursuant to this Agreement. Satisfaction of these requirements is the sole responsibility of the Contractor and its key employees, and the City shall have no liability for the Contractor's or its key employees' failure to meet these requirements.

**ARTICLE 16: AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall comply with the requirements of G.L. c. 151 governing non-discrimination in employment; City of Framingham Local Affirmative Action Requirements; and the Affirmative Action & Equal Employment Opportunity Requirements attached hereto as **Exhibit C**.

**ARTICLE 17: MISCELLANEOUS**

- A. This Agreement shall be binding upon the City and the Contractor and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the City and the Contractor. Neither the City nor the Contractor shall assign, subcontract, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.
- B. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
- C. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**THE REMAINDER OF THIS PAGE IS LEFT  
BLANK INTENTIONALLY**

|

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. \*

\*If a Corporation, attach to each signed copy of this Contract an attested copy of the vote of the Corporation on authorizing the said signing and sealing.

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
**Ann Collins**

BY: \_\_\_\_\_

**Director of Finance - DPW**

Title: \_\_\_\_\_

Corporate Seal:

*Approved as to form*

\_\_\_\_\_  
**Brian E. Turbitt**

**Chief Procurement Officer**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Kathryn M. Fallon**

**City Solicitor**

Dated: \_\_\_\_\_

*Approved as to Funds Availability*

Pursuant to M.G.L. c. 44, §31C, I certify that an appropriation has been made in the total amount of the contract.

\_\_\_\_\_  
**Richard G. Howarth**

**City Accountant**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Michael A. Tusino, III**

**Chief Operating Officer**

Dated: \_\_\_\_\_

**Funding Source:**

Requisition # \_\_\_\_\_

Org \_\_\_\_\_ Obj \_\_\_\_\_ Project \_\_\_\_\_

# Asbestos Cement Pipe Standard Operating Procedure

Framingham Department of Public Works



**June 2020**

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## Glossary of Terms, Acronyms & Abbreviations

<b>ACP</b>	Asbestos Cement Pipe
<b>ACM</b>	Asbestos-Containing Material(s)
<b>ACWM</b>	Asbestos-Containing Waste Material(s)
<b>ANF-001</b>	Asbestos Notification Form; also known as BWP AQ04
<b>BWP AQ04</b>	Asbestos Notification Form; also known as ANF-001
<b>CP</b>	Competent Person
<b>DPW</b>	Department of Public Works
<b>MassDEP</b>	Massachusetts Department of Environmental Protection
<b>MADLS</b>	Massachusetts Department of Labor Standards
<b>NTWP</b>	Non-Traditional Asbestos Work Plan
<b>QP</b>	Qualified Person
<b>SDS</b>	Safety Data Sheets
<b>SOP</b>	Standard Operation Procedures
<b>TASL</b>	Temporary ACWM Storage Location
<b>WSR</b>	Waste Shipment Record

## Definitions

1. Amended Water: Water to which a surfactant (wetting agent) has been added.
2. Appropriately Trained Workers: Person with, at a minimum, 8-hour, OSHA Class II Training: Asbestos Cement Pipe Worker Safety course or an equivalent course approved in writing by MADLS & MassDEP.

3. Asbestos: The name given to a number of naturally-occurring, fibrous silicates. This includes the serpentine and amphibole forms, and includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite, or any of these forms, which have been chemically-altered.
4. Asbestos Cement Pipe: Fiber-reinforced cement pipe where the reinforcing fibers are asbestos.
5. Asbestos-Containing Waste Material (ACWM): Any ACM removed during a demolition/renovation project and anything contaminated in the course of a demolition/renovation project including asbestos waste from control devices, bags or containers that previously contained asbestos, contaminated clothing, materials used to enclose the work area during the demolition/renovation operation, and demolition/renovation debris. This definition shall also include ACM on and/or in facility components that are inoperable or have been taken out of service and any ACM that is damaged or deteriorated to the point where it is no longer attached as originally applied or is no longer serving the intended purpose for which it was originally installed.
6. Contractor: In this case, any person or entity that performs ACP or ACP-associated debris removal under contract with the City of Framingham.
7. Emergency Notification: The waiver request submitted to MassDEP in order to seek a waiver of the 10-day waiting period prior to start of asbestos abatement activities.
8. Framingham DPW: City of Framingham, Massachusetts Department of Public Works.
9. Non-Standard Working Hours: In this case, the hours for which the MassDEP Northeast Regional Office is closed; 5:00 PM Friday – 8:45 AM Monday, and Monday - Friday 5:00 PM – 8:45 AM.
10. Notification: The Asbestos Notification Form (ANF-001) used to notify MassDEP of asbestos abatement activity at least 10 working days prior to the start of such activity.
11. Orangeburg Pipe: Bituminized fiber pipe made from layers of wood pulp and pitch pressed together. Pipe would sometimes also contain asbestos. The MassDEP ACP Guidance Documents do not apply to Orangeburg Pipe.
12. Pipe Bursting: A trenchless replacement method in which an existing pipe is broken either by brittle fracture or by splitting, using an internal mechanically applied force (similar to “Pipe Reaming”). This method is prohibited by MassDEP as a means to replace ACP.
13. Pipe Reaming: A trenchless method that removes the host ACP while at the same time installing a new replacement pipe (similar to “Pipe Bursting”). This method is prohibited by MassDEP as a means to replace ACP.
14. Qualified Person: A person who has completed a MADLS-approved training course specific to asbestos cement pipe worker safety (e.g., the “8-hour OSHA Class II Asbestos Training: Asbestos-Cement Pipe Worker Safety” course).
15. Standard Operating Procedure (SOP): In this case, refers to the structure and function of asbestos abatement activities related to removal, handling, and disposal of asbestos cement pipe.
16. Standard Working Hours: In this case, the office hours for MassDEP Northeast Regional Office; Monday – Friday 8:45 AM – 5:00 PM.

17. Temporary ACWM Storage Location (TASL) Framingham: Enclosed container at the secured, City of Framingham owned, DPW-controlled property located at 229 Arthur St in Framingham, Massachusetts, used for the storage for 30 calendar days or less following project completion and prior to transportation and disposal at final receiving facility.
18. Unplanned/Emergency Work: In this case, refers to work performed where ACP is not anticipated to be discovered, or work made in response to an emergency situation (e.g., water main leak, sanitary line leak, etc.).
19. Waste Shipment Records: The shipping document, required to be originated and signed by the owner/operator, used to track and substantiate the disposition of ACWM.
20. Work Area: The area or location where any asbestos abatement activity or incidental maintenance work is being performed, including but not limited to: areas used for accessing the location where asbestos abatement, asbestos-associated project work or incidental work is being performed; areas used for the storage or equipment or removed materials related to asbestos abatement activity; and other areas of a facility or location in which MassDEP determines that such asbestos abatement activity has been or may be an actual or potential cause of a condition of air pollution.

## 1 Introduction

This Standard Operating Procedure (SOP) manual documents the structure and function of asbestos abatement activities related to removal, handling, and disposal of asbestos cement pipe (ACP), as specified by the Massachusetts Department of Environmental Protection (MassDEP), for the City of Framingham, Massachusetts Department of Public Works (the “Framingham DPW”). The SOP applies to all DPW personnel managing, supervising, and/or performing work that will impact known or assumed ACP associated with city-owned underground utility systems including water, sewer, drainage, communications, lighting, and traffic control.

This SOP is the result of the CONSENT JUDGMENT BETWEEN THE COMMONWEALTH OF MASSACHUSETTS AND THE TOWN OF FRAMINGHAM (Civil Action No. 1784CV00719) that was dated March 9, 2017 and Amended on December 21, 2017. The consent order was in effect for a period of three (3) years, expiring March 9, 2020. The consent order required that consultants and contractors hired by Framingham DPW comply with the SOP. Consultants and contractors hired by Framingham DPW shall continue to comply with the SOP. Framingham DPW employees whose job responsibilities include compliance with this SOP shall be appropriately trained in accordance with Massachusetts Department of Labor Standards (MADLS) training requirements (453 CMR 6.10), as applicable.

The SOP is intended to serve as the principle source of guidance for procedures for ACP work. The procedural requirements specified herein shall provide a “plan, do, check, act” for the control and continual improvement of processes set forth in the SOP to help Framingham DPW manage operations that may impact or encounter ACP.

The Executive Director of the Department of Public Works has ultimate responsibility for the overall administration of the SOP and compliance with applicable asbestos requirements. Each

DPW Division Director is expected to administer these requirements and will be held accountable for their compliance.

This SOP shall be updated as needed based on changes in Massachusetts General Law, MassDEP and MADLS regulations and policies, and when deemed necessary by Framingham DPW. Nothing in this SOP should be read to conflict with Massachusetts General Law, MassDEP Regulation 310 CMR 7.15, MassDEP Asbestos Cement Pipe Guidance Document, and MADLS Regulation 453 CMR 6.00.

## 2 Scope

The requirement of the SOP shall apply to repair, disturbance, handling, and/or removal of ACP, and the transportation, temporary storage, and disposal of asbestos-containing waste material (ACWM) generated from ACP removal, including soil. Where the pipe composition is unknown, excavation activities shall be conducted in a precautionary manner as described herein.

The Framingham DPW will seek direction from MassDEP for any ACP issues that are not addressed in this SOP.

## 3 Guidance Provisions for Self-Performed Work

### 3.1 Pre-Commencement Review of Existing Conditions

Framingham DPW will follow the procedures and requirements set forth at MassDEP Asbestos Regulation 310 CMR 7.15, as amended, as well as those set forth within the MassDEP ASBESTOS CEMENT PIPE GUIDANCE DOCUMENT, July 2019 (the “Guidance Document”), as amended, where such Guidance Document supplements the requirements of 310 CMR 7.15. Adhering to this Guidance Document will allow Framingham DPW to waive the requirement for an Asbestos Inspector to prepare a written survey report for ACP projects as required by 310 CMR 7.15(4). However, Framingham DPW must conduct a “thorough inspection” to determine the location of any ACP. Framingham DPW may satisfy this requirement by adhering to the following procedures:

- As-built plans or other documents identifying the content of particular cement pipes or pipe segments that may be affected by a removal or a repair project.
- Other measures that demonstrate that a “thorough inspection” has been completed to identify ACP. These measures may include:
  - Visual identification through field observation (e.g., manufacturer’s brand-label marking).
    - Note: For projects that rely on a visual inspection in the field, an Asbestos Competent Person must be present to observe the pipe when it is exposed, and must document in writing what features were used to identify the type of pipe to be removed/repared/replaced. The Asbestos Competent Person must have successfully completed all appropriate training as described herein.
  - Sample collection and analysis (at an MADLS-approved asbestos laboratory) of suspect cement pipe material.
- In lieu of field verification or sample collection, Framingham DPW may assume the pipe(s), the pipe segment(s), and/or the debris to contain asbestos. Assumed ACP removal, handling, and/or disposal shall be performed in accordance with the SOP and the aforementioned Guidance Document.

### 3.2 Notification Procedures

Notifications shall be provided (regardless of quantity of ACP) when:

- Removing or repairing ACP;
- Handling soil containing ACP debris;
- Tapping of ACP water mains;
- Lining ACP; and
- Filling ACP.

Order of magnitude estimates for ACP removal quantity shall be provided for notification purposes and notifications shall be corrected if the removal quantity is ultimately incorrect. Removal quantity may not exceed estimate.

### Planned Work

Planned work will be reviewed by a responsible supervisor (the “Supervisor”) to determine if excavation work may impact ACP.

If ACP impact is anticipated, it shall be Framingham DPW’s (i.e., Program Administrator) responsibility to complete and submit an Asbestos Notification Form 001 (ANF-001)/Bureau of Waste Prevention (BWP AQ04) Form (the “Notification”) to MassDEP. The Notification shall be completed and submitted to MassDEP at least 10 working days prior to work start.

The following information will be needed to facilitate completion of the Notification:

- Work location/address;
- Name of Supervisor/Contractor/Subcontractor;
- Work type (water, sewer, drain, etc.); and
- Approximate ACP quantity that may be impacted, and, if applicable, the quantity of soil impacted.
- Transporter information
- Disposal site information

Once appropriate information has been included in the Notification, the Program Administrator shall use the online (eDEP) system to prepare the Notification. The Notification shall be reviewed, approved and submitted electronically by the applicable Division Director or the Assistant Division Director. Refer to Table 1 for Asbestos Role & Responsibilities.

ACP work shall commence only after the required 10-day waiting period.

## Emergency Work

### *Standard Working Hours*

Notification for unplanned/emergency work that will impact ACP that occurs during normal working hours shall adhere to the following procedures:

- Framingham DPW field personnel will identify intact or damaged ACP within the excavation.
- The Supervisor shall contact the applicable Operations Manager (if the Supervisor is not on site, field personnel shall contact the Supervisor).
- The Supervisor shall contact the MassDEP Northeast Region to obtain an emergency waiver number
  - John MacAuley, Section Chief, [john.macauley@mass.gov](mailto:john.macauley@mass.gov) and (978) 694-3262;
  - Grady Dante, Inspector, [grady.dante@mass.gov](mailto:grady.dante@mass.gov) and 978-694-3274; or
  - Peter Seward, Inspector, [peter.seward@mass.gov](mailto:peter.seward@mass.gov) and 978-694-3263.
- If no one responds at MassDEP, the Supervisor shall leave a phone/email message with the following information:
  - Work location/address;
  - Framingham DPW contact information;
  - Work type (water, sewer, drain, etc.);
  - Methodology for ACP removal (reference ASBESTOS CEMENT PIPE GUIDANCE DOCUMENT, July 2019);
  - The ACP quantity expected to be impacted; and
  - The identity of the entity performing the abatement activity (DPW employees, contractor, etc.).
- MassDEP will issue a project-specific waiver number that shall be included in the Notification. Emergency waiver (NAW#)
- If no project-specific waiver number is issued within 24-hours, Framingham DPW shall again contact the MassDEP Northeast Section.
- The Supervisor shall provide the waiver number to the Program Administrator to facilitate completion of an ANF.
- The Program Administrator shall complete the Notification in accordance with established notification procedures for planned work within 24-hours of receipt of the waiver number.
- The Program Administrator shall maintain a file with all ANFs.

### *Non-Standard Working Hours/Weekends*

Notification for Unplanned/Emergency Work that will impact ACP during Non-Standard Working Hours shall adhere to the following procedures:

- If no one answers at the MassDEP contact numbers above, the Supervisor shall leave a message with the following information:
  - Work location/address;
  - Framingham DPW contact information;
  - Work type (water, sewer, drain, etc.);
  - Methodology for ACP removal (reference ASBESTOS CEMENT PIPE GUIDANCE DOCUMENT, July 2019) ;

- The ACP quantity expected to be impacted; and
- The identity of the entity performing the abatement activity (DPW employees, contractor, etc.).
- The Supervisor shall inform the applicable Operations Manager that ACP has been impacted.
- The Supervisor shall follow up with MassDEP Northeast Region on the following business day to obtain the emergency waiver number.
- The Supervisor shall provide the emergency waiver number to the Program Administrator.
- The Program Administrator shall use the issued emergency waiver number to complete the ANF.
- The ANF shall be submitted electronically via the eDEP system by the Program Administrator within 24-hours of the receipt of the emergency waiver number.

### 3.3 Training

The purpose of a formal training requirement is to promote better understanding and compliance with specific tasks associated with ACP removal, handling, and disposal activities.

#### MADLS-Approved Training

##### *Initial Training*

Framingham DPW employees who perform work involving the cutting, tapping, removal, and/or repair of buried ACP shall have satisfactorily completed a MADLS-approved, 8-hour specialized OSHA Class II Asbestos Training: Asbestos-Cement Pipe (ACP) Worker Safety course.

Current Framingham DPW employees who have not completed the initial training shall complete it at the next available opportunity (within six months).

Newly hired Framingham DPW employees shall complete the training at the next availability upon hire (within six months).

- The initial training course must be taught by an asbestos training provider certified in accordance with 453 CMR 6.09.
- The asbestos training provider shall provide certificates of completion for each participant.

##### *Five-Year Refresher Training*

A MADLS and MassDEP-approved specialized OSHA Class II Asbestos Training: Asbestos-Cement Pipe (ACP) Worker Safety refresher course must be successfully completed every five years by all OSHA Class II certified Framingham DPW employees.

- The refresher course must be taught by an asbestos training provider certified in accordance with 453 CMR 6.09.
- The asbestos training provider shall provide certificates of completion for each participant.

## *Certificates*

- The asbestos training provider must issue a training certificate to each Framingham DPW employee who has successfully completed the initial or the refresher training course.
- Framingham DPW's Program Administrator shall maintain original certificates of initial and refresher training for each Framingham DPW employee must be maintained.
- Framingham DPW employees shall have in their possession a copy of their most recent training certificate or Supervisor(s) shall maintain a binder that includes copies of training certificates for all assigned workers at the essential file location.

## SOP Specific Training

### *SOP Initial Training*

Framingham DPW employees who perform work involving the cutting, tapping, removal and/or repair of buried ACP shall have satisfactorily completed training that comprehensively reviews the requirements and practices of the SOP.

Newly hired Framingham DPW employees shall complete the SOP training within 30 calendar days of completion of the MADLS-approved, 8-hour specialized OSHA Class II Asbestos Training: Asbestos-Cement Pipe (ACP) Worker Safety course.

- SOP training shall be performed by DPW personnel or a third-party consultant.
- A sign-in sheet shall be used to document SOP training attendance and compliance.
- Sign-in sheets shall be maintained and kept on record by the Program Administrator to document successful completion of the SOP initial training.
- A video training option may be available. Upon completion of video training, an acknowledgement form must be filled out and kept on record in lieu of a sign-in sheet.

### *SOP Refresher Training*

Framingham DPW employees shall complete SOP refresher training annually.

- SOP training shall be performed by DPW personnel or a third-party consultant.
- A sign-in sheet shall be used to document SOP training attendance and compliance.
- Sign-in sheets shall be maintained and kept on record by the Program Administrator to document successful completion of the SOP refresher training.
- A video training option may be available. Upon completion of video training, an acknowledgement form must be filled out and kept on record in lieu of a sign-in sheet.

## **3.4 Handling Practices**

The purpose of establishing handling practices is to minimize the potential for a release of asbestos fibers into the environment (e.g., air, water, soil, etc.) while cutting, tapping, removing, and/or repairing ACP or

ACWM. Handling practices shall be in accordance with MassDEP Asbestos Regulation 310 CMR 7.15, as amended, as well as the Guidance Document, as amended, where such Guidance Document supplements the requirements of 310 CMR 7.15 and the SOP. Framingham DPW personnel who may come into contact with ACP shall have the appropriate training as established in the SOP.

## Excavation Procedures

Framingham DPW personnel will adhere to the following procedures when excavating in an area where ACP is assumed to be present:

1. Demarcate the work area (restrict to authorized personnel);
2. Expose ACP to minimize disturbance;
3. Excavate no closer than 6" from the pipe by mechanical means;
4. Carefully uncover the remaining soil surrounding the pipe by hand, with a shovel or with a vactor; and
5. Perform an assessment of the ACP to determine if it is damaged, cracked, or broken.

## Intact and Not Deteriorated ACP

Framingham DPW personnel shall adhere to the following procedures when intact and not deteriorated ACP is encountered and there is no visible suspect dust or debris within the excavation:

1. Place 6-mil polyethylene (poly) sheeting under the ACP to prevent soil contamination. Note that if the excavation is filled with water, the placement of poly sheeting is not required.
2. Adequately wet the full-length of exposed ACP with amended water before and during removal.
3. Separate ACP at the nearest coupling (i.e., bell or compression fitting), if possible. Prepare the excavation for saw cutting of intact ACP. Note that if breakage or cutting of the ACP is required, the procedures in the Damaged ACP section shall be followed.
4. Slide ACP apart at the joints (no saw cutting) or use other methods that do not cause the pipe to break, become friable, or otherwise create the potential to release asbestos fibers.
5. Wrap the wet ACP in two layers of 6-mil poly sheeting, seal with duct tape, and label in accordance with the requirements set forth in the SOP. This can be done in the excavation or adjacent to the excavated area.

## Damaged ACP

This section applies to deteriorated (or not intact) ACP or when cutting or mechanical breakage (e.g., sawing, snapping, blade cutting, and/or tapping) is necessary. Framingham DPW personnel shall adhere to the following procedures when damaged ACP (i.e., deteriorated or not intact) is encountered, or when cutting or mechanical breakage (e.g., with saws, snap, or blade cutting, and/or tapping) is required:

1. If visible ACP debris is observed in the excavation, it shall be removed with (minimum) one inch of underlying soil and disposed of as ACWM.

- a. Soil must be containerized in 6-mil poly bags, or drums or “T-Pack” style boxes lined with 6-mil poly. Bulk loading of soil is not permitted without MassDEP approval of a non-traditional work plan (NTWP).
2. Place 6-mil poly sheeting under ACP to prevent soil contamination.
3. Adequately wet full-length of exposed ACP with amended water before and during removal.
4. Saw cutting of ACP shall only be conducted with approved wet-cutting equipment (ICS or Wachs Guillotine). Refer to *Appendix C* for equipment specifications.
5. Wrap wet ACP in two layers of 6-mil poly sheeting, seal with duct tape, and label.
6. Manage wrapped ACP, poly, and any other material contaminated with visible asbestos debris as ACWM.

## Soil Containing ACP Fragments

### *Procedure for Soil Handling Before Loading (less than 3 cubic yards)*

The Framingham DPW Supervisor will contact the Division Director when less than an estimated 3 cubic yards of ACP-impacted soil is observed. The Division Director shall coordinate the delivery of no more than 3 (three) “T-Pack”, Gaylord, or similar boxes may be utilized.

Boxes shall be loaded by hand at the excavation site and be properly sealed and labeled before transport to the TASL.

### *Procedure for Soil Handling Before Loading (greater than 3 cubic yards)*

The Framingham DPW Supervisor will contact the Division Director when ACP-impacted soil is observed. If the quantity of ACP-impacted soil is estimated to exceed 3 cubic yards, the ACP-impacted soil shall be bulk loaded in accordance with an NTWP to be submitted to MassDEP within 1 business day of the incident. The ACP- impacted soil will be handled in accordance with the NTWP as follows:

1. Framingham DPW shall immediately contact MassDEP in accordance with the Notification Procedures (Section 3.2).
2. Bulk loading shall proceed (in accordance with this section) whether or not a live person is reached on the phone at the MassDEP Northeast Regional Office.
3. ACP-impacted soil will be loaded into a form-fitted, 10-mil double lined dumpster, if available. If a dumpster is not available, the ACP-impacted soil will be loaded into a dump truck lined with a form-fitting liner for transport to TASL, using a properly completed WSR.
4. ACP-impacted soil shall be covered with poly sheeting or tarpaulin in the dumpster or sealed within the form-fitting dump truck liner.
5. If a dump truck is used, the ACP-impacted soil will be transferred into a form-fitted, 10-mil double lined dumpster (pending NTWP approval).

- a. Procedures will be detailed in NTWP submitted to MassDEP within 1 business day of the incident.
6. Transport vehicle shall be free of suspect debris and decontaminated in accordance with Equipment Decontamination section of this SOP.
7. Work activities shall proceed at the Division Director's direction in accordance with a MassDEP-approved NTWP.

### *Procedure for Soil Handling After Loading*

The Framingham DPW Supervisor will contact the Division Director when ACP-impacted soil is observed within a vehicle, the loaded soil shall be handled and bulk loaded in accordance with an NTWP to be submitted to MassDEP within 1 business day of the incident. The ACP- impacted soil will be handled in accordance with the NTWP as follows:

1. Loading operations shall immediately cease.
2. Supervisor shall inform Division Director immediately.
3. Vehicle will be secured and soil shall be covered with poly sheeting or tarpaulin.
4. Soil shall be securely transported to a designated TASH using a properly completed WSR.
5. Division Director shall contact MassDEP Northeast Region to notify MassDEP of the emergency situation as outlined above at Section 3.2 for Emergency Notifications and then submit a request for NTWP approval in the following manner:
  - a. An NTWP will be pre-populated with necessary requirements for Bulk Loading operations. A template NTWP is included in Appendix D;
  - b. Division Director shall input the project specific critical information before submittal;
  - c. Division Director shall submit the NTWP and the AQ36: Non-Traditional Asbestos Abatement Work Practice Approval Form to the MassDEP personnel identified in Section 3.2 of this SOP;
  - d. Bulk loading shall proceed (in accordance with this section) whether or not a live person is reached on the phone at the MassDEP Northeast Regional Office; and
  - e. MassDEP will approve the NTWP request as appropriate and issue an Emergency Waiver Number and NTWP approval number.
6. Soil shall be transferred into a form-fitted, 10-mil double lined dumpster after emergency notification provided under item 5 above.
7. Soil shall be handled and disposed of in accordance with a MassDEP-approved NTWP.

### *Procedure for Soil Handling at Off-Site Stockpile Location*

The Framingham DPW Supervisor will contact the Division Director when ACP-impacted soil is observed after it has been transferred to an off-site temporary stockpile location, the stockpiled soil shall be handled and bulk loaded in accordance with an NTWP to be submitted to MassDEP within 1 business day of the incident. The ACP- impacted soil will be handled in accordance with the NTWP as follows:

1. Operations impacting the stockpile shall cease immediately.

2. Stockpile shall be covered with poly sheeting or tarpaulin.
3. Division Director shall be notified.
4. Division Director shall contact MassDEP Northeast Region to notify MassDEP of the emergency situation as outlined above at Section 3.2 for Emergency Notifications and then submit a request for NTWP approval in the following manner:
  - a. An NTWP will be pre-populated with necessary requirements for Bulk Loading operations. A template NTWP is included in Appendix D;
  - b. Division Director shall input the project specific critical information before submittal;
  - c. Division Director shall submit the NTWP and the AQ36: Non-Traditional Asbestos Abatement Work Practice Approval Form to the MassDEP personnel identified in Section 3.2 of this SOP within 1 business day of the incident;
  - d. Bulk loading shall proceed (in accordance with this section) whether or not a live person is reached on the phone at the MassDEP Northeast Regional Office; and
  - e. MassDEP will approve the NTWP request as appropriate and issue an Emergency Waiver Number and NTWP approval number.
5. Stockpile shall be handled and disposed of in accordance with a MassDEP-approved NTWP.

## Asbestos Cement Pipe Tapping

Framingham DPW personnel shall adhere to the following procedures when performing a water service tap to ACP utilizing a mechanical tapping machine:

1. Place 6-mil poly sheeting under the ACP to prevent soil contamination.
2. Adequately wet ACP with amended water before tapping to avoid creating airborne dust.
3. Dispose of any material contaminated with visible asbestos debris as ACWM.

## Equipment Decontamination

### *Hand Equipment*

Framingham DPW hand equipment used while cutting, tapping, removing, and/or repairing ACP or ACWM shall be decontaminated by wet-wiping equipment surfaces with disposable rags in a manner that does not generate rinsate. Equipment to be decontaminated may include, but is not limited to, wet saws, shovels, and pickaxes. Disposable rags used to decontaminate equipment shall be disposed of as ACWM.

### *Heavy Equipment*

Heavy equipment used during ACP or ACWM activities shall be decontaminated using the most effective method that produces the minimal amount of rinsate. Equipment to be decontaminated may include, but is not limited to, excavators, backhoes, dump trucks, etc. Heavy equipment decontamination shall be performed as follows:

1. Soil shall be kept wet during gross decontamination activities (removing large soil pieces from equipment surfaces).
  - a. Decontamination shall be performed over a lined disposal dumpster
2. For locations with limited access to water (e.g., road side) pump sprayers and rags/towels shall be used to decontaminate impacted surfaces of large equipment.
3. Decontamination supplies and generated rinsate shall be disposed of as ACWM.

## Dewatering

The procedures to be followed regarding water within an excavation will be dependent upon the ACP condition. Pump enough water out of the excavation to expose the ACP.

ACP shall be considered intact if the overall pipe structure remains (i.e., pipe retains original shape); this assessment shall be made by the on-site Supervisor. ACP shall be considered deteriorated or broken only if the ACP is crushed, flattened, or pulverized.

### *Intact ACP*

Water shall be pumped from the excavation and discharged to the closest storm drain.

### *Broken or Deteriorated ACP*

Standing water remaining within the excavation (after initial pump and discharge to storm drain) should be passed through a 5-micron filter before being discharged to the closest storm drain. The filter shall then be disposed of as ACWM.

## Pipe Abandonment

Unexcavated pipes may be abandoned in place even if they are no longer serving their intended purpose. Unfilled pipes can collapse in time causing safety issues and also provide preferential groundwater pathways, which may be problematic. Therefore, ACP may be filled with concrete, low-density cellular concrete (LDCC), controlled density fill (CDF) or other material to secure the pipe until potential future excavation.

Intact ACP may be filled without a NTWP. (Notification in the form of an ANF is required.)

## Pipe Bursting & Pipe Reaming

Trenchless pipe bursting and reaming of ACP is prohibited and will not be performed within the City of Framingham.

### **3.5 Visual Inspection Requirement**

ACP removal performed by Framingham DPW personnel using the methods specified in MassDEP Asbestos Regulation 310 CMR 7.15, as amended, as well as the Guidance Document, as amended, where such

Guidance Document supplements the requirements of 310 CMR 7.15, and the SOP shall require a final visual inspection performed by Framingham DPW personnel qualified to perform the inspection.

Personnel are considered qualified by having completed a MADLS-approved training course specific to ACP worker safety (e.g., 8-hour OSHA Class II Asbestos Training: Asbestos Cement Pipe Worker Safety course).

Properly trained Framingham DPW personnel may perform the final visual inspection if the following conditions have been met:

1. The Qualified Person (QP) is physically present to conduct the final visual inspection of the work area prior to backfilling the excavation.
2. The QP documents in writing that there was no visible debris remaining in the excavation, in soil removed from the excavation, in the surrounding area adjacent to the excavated area after removal of ACP, and on any tools used during the removal/repair/replacement activities.
3. All ACWM has been removed for proper storage/disposal from the excavation.
4. The QP signs and dates the documentation of the final inspection as evidence that the inspection was performed and that the condition of no remaining visible debris was met.

The Program Administrator shall keep the documentation of the post-abatement visual inspection, which must be signed and dated by the person who conducted the inspection, shall be kept for a minimum of two (2) years in the project file.

### **3.6 Packaging & Labeling**

All ACWM must be packaged and labeled in accordance with requirements specified at 310 CMR 7.15(15): Asbestos Containing Waste Material Packaging Requirements. Framingham DPW personnel shall perform the following when packaging and labeling ACWM generated at a work site:

1. Adequately wet ACWM generated during ACP activities.
2. While wet, wrap and/or containerize the ACWM in leak-tight containers.
  - a. ACWM shall be wrapped in two layers of 6 mil poly sheeting and sealed with duct tape.
3. Label the wrapped ACP and/or containers with the following information printed in letters of sufficient size and contrast so as to be readily visible and legible:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD

4. In addition to the warning label, each individual container and/or package of ACWM shall be labeled prior to being transported off the site of generation with the following information:
  - a. Name of the waste generator (City of Framingham)
  - b. Waste generation location (e.g., GPS coordinates, “in vicinity of...”, project street name, intersection, etc.)

- c. Generation Date (i.e., daily work, work period, or date of work completion)

### **3.7 Transportation & Handling to Temporary ACWM Storage**

Packaged and sealed ACP waste material shall be transported in a covered truck, trailer, or van to the designated, temporary ACWM storage location (the “TASL” – 229 Arthur Street, Framingham, MA). The waste material may be transported in a van if it is stored in a separate compartment from the driver and passenger seats, only. A pickup truck bed is also acceptable for waste transport to the temporary storage location; however, the truck bed shall be covered with an impermeable tarpaulin cover and secured so that it does not allow rain water accumulation. The waste material shall not be loaded above the side rails in any truck or trailer.

Bulk loaded soil and related ACWM shall be transported either in a form-fitted, 10-mil double lined dumpster or a dump truck lined with a form-fitting liner as described above in Section 3.4.

Waste material loading and unloading activities to and from the transport vehicle shall be performed by appropriately trained workers who have completed, at a minimum, an “8-hour, Class II Asbestos Training: Asbestos Cement Worker Safety” course or an equivalent course approved in writing by MADLS. Person(s) unloading the waste material at the TASL shall be responsible for securing the container after handling operations have been completed at the end of each work shift.

### **3.8 Temporary ACWM Storage Location**

ACWM that has been properly wetted, sealed, and labeled during asbestos-containing pipe work performed by Framingham DPW shall be temporarily stored for up to thirty (30) calendar days following ANF project completion, at the designated temporary storage location at 229 Arthur Street in Framingham, MA. The TASL may move locations but will remain within the boundaries of 229 Arthur Street.

#### **Temporary Storage Location Control Measures**

- The address of the TASL is controlled by the owner of the utility system (Framingham DPW); this address is secured by perimeter fencing, and ACWM will be further secured in a lined, and enclosed container.
- The TASL and container shall be signed as shown in Figure 1.
- The TASL shall be routinely checked by the Operations Manager to verify that the enclosed container is locked at all times, except during waste handling (i.e., transfer) activities being performed by appropriately trained workers.

- Access to the TASL shall be controlled by the Operations Manager. Keys to the lockable container shall be issued to field personnel that will be responsible for transport and/or handling of ACWM, as defined in Section 3.8.
  - A key log shall be maintained by the Director of Fleet and Facilities to document keys that are issued to personnel that have access to the temporary storage location.
  - Keys shall not be shared; they shall remain in control of the assignee.
  - Personnel assigned keys or the Supervisor shall be present at all times during unloading/handling activities occurring at the temporary storage location.
  - Personnel assigned keys or the Supervisor shall be responsible for ensuring the container is locked subsequent to unloading/handling activities occurring at the temporary storage location.
  - A master key shall be made available in the office of the Director of Fleet and Facilities.

### **3.9 Waste Shipment Records**

A waste shipment record (WSR) shall be completed for each shipment, which is identified by an Asbestos Project Number (on Notification), where ACWM is generated.

The WSR shall be signed by the Framingham DPW assigned Supervisor before ACWM leaves the work location for transport to the TASL at the end of each work shift. The WSR will accompany the ACWM during transport to the TASL. Once the ACWM is transferred to the TASL, the WSR shall be immediately submitted to the Program Administrator or a drop box controlled by same person.

For ACWM transfers to the TASL conducted during off-hours, the WSR shall remain in the custody of the Supervisor until the next business day when it will be delivered to the Program Administrator for retention (if the drop box is not used).

The Supervisor shall be responsible for ensuring that a WSR is completed each day/work shift ACWM is generated at a Framingham DPW project site. The Program Administrator will cross-reference the work log to ensure all WSRs are accounted for by project site. Any discrepancies (i.e., missing WSR(s)) will be immediately brought to the attention of the Division Director for corrective action.

Once the TASL is filled or within 30 calendar days of ANF project completion, transport waste to the disposal site.

WSRs will be completed in accordance with 310 CMR 7.15(18), which specifies:

All ACWM shall be shipped via asbestos waste shipments records on a MassDEP approved form that includes, but is not limited to, the following information:

1. The name, address and telephone number of the Framingham DPW;

2. The quantity and type of the ACWM in cubic meters (cubic yards) and a description of the container used for shipment;
3. The name, address and telephone number of the entity that conducted any asbestos abatement activity;
4. The name and telephone number of the disposal site operator;
5. The name and physical location of the disposal site;
6. The date transported;
7. The name, address, and telephone number of the transporter(s);
8. Certification by the Framingham DPW that the contents of each shipment has been characterized, packaged, marked and labels in accordance with 310 CMR 7.15;
9. Signature of each transporter confirming the contents of each shipment are in all respects in the proper condition for transport according to applicable international, federal, state, and local regulations;
10. Signature by receiving disposal facility confirming that: i) the quantity of ACWM listed on the WSR is the same as the quantity accepted for disposal; and ii) it holds the appropriate permits and/or authorizations to accept for disposal ACWM described on the WSR; and
11. The ANF number of the relevant ANF.

Transporter provided WSRs are allowable as long as they contain all of the information required above.

If a signed copy of the WSR is not received by Framingham DPW within 35 calendar days of the transport date to the disposal facility, Framingham DPW shall contact the transporter and/or disposal site operator to determine the waste shipment status.

If a signed copy of the WSR is not received by Framingham DPW within 45 calendar days of the waste being accepted by the initial transporter, Framingham DPW shall report, in writing, to MassDEP. The report shall include:

- A copy of the WSR for which a confirmation of delivery was not received; and
- A cover letter signed by Framingham DPW explaining the efforts taken to locate the WSR.

## **4 Guidance Provisions for Contracted Work**

This section applies to work performed by contractors and consultants under contract to the City of Framingham (hereinafter referred to as the “City”) for work under the jurisdiction of the DPW.

The Contractor shall perform his/her work in full compliance with applicable asbestos requirements. The City’s Project Manager, and consultant if applicable, shall be informed of all asbestos activities and be immediately notified if unanticipated asbestos is encountered. The City’s Project Manager shall immediately notify the applicable Division Director.

## 4.1 Pre-Commencement Review of Existing Conditions

The City's Project Manager, in conjunction with the consultant when applicable, shall be responsible for reviewing all proposed work locations. To the extent possible, known or potential ACP shall be identified through review of available records, field observations, test pitting, etc. This information shall be clearly identified on the contract drawings. Contract documents shall include provisions for the handling of known and unanticipated ACP.

For Capital Program projects, pre-commencement review of existing conditions shall be documented on a "Pre-Construction Asbestos Survey Documentation" form. Reference the FORMS section at the end of this SOP.

## 4.2 Notification Procedures

The Contractor shall file, and submit to MassDEP, an Asbestos Notification Form (ANF-001, also known as the BWP AQ04) at least 10 working days prior to commencement of asbestos-containing pipe work. Refer to Section 3.2 Notification Procedures.

A draft copy of the ANF-001 shall be provided to Framingham DPW's Project Manager who shall be responsible for certifying that the recorded statements on the ANF-001 are accurate. The final copy of the ANF-001 shall be filed in the project file and an additional copy shall be provided to the Framingham DPW's Program Administrator; refer to Table 1 for *Asbestos Role & Responsibilities*.

For emergencies, the Consultant or the Owner's Representative shall be responsible for contacting MassDEP to obtain an emergency waiver but only after consultation with the City's Project Manager, and consultant (if applicable). If the City's Project Manager is not immediately available, the Contractor shall contact the City's Division Director. The emergency waiver number shall be provided to the City's Project Manager, and consultant (if applicable), upon receipt from MassDEP.

## 4.3 Training

Framingham DPW employees involved in selecting and managing contractors and consultants who will, or might, perform any work associated with ACP, shall be trained in accordance with the provisions of Section 3.3.

Contractors shall provide QPs with appropriate worker training in accordance with MADLS training requirements (453 CMR 6.10), as applicable.

## 4.4 Handling Practices

The Contractor shall be responsible for the removal and disposal of ACP and impacted soils as required to facilitate repair, disturbance, handling, and/or removal of underground utility conduits and/or municipal water, sewer, and drainage systems.

The Contractor shall follow project-specific, technical asbestos abatement specifications included as part of the bid package, or an approved asbestos work plan developed by an Asbestos Project Designer. Handling practices must be at least as stringent as those in Section 3.4.

#### **4.5 Visual Inspection Requirement**

The Contractor or designated Qualified Person shall verify that all non-regulated materials leaving the work area do not contain asbestos. A visual screening of soil where ACP debris has been identified shall be made at the end of each work shift and/or prior to backfilling of excavation within the Work Area.

Backfilling of excavation area shall occur only after verification has been made by the Contractor or designated Qualified Person that no visible suspect ACP debris is observed within the Work Area. Documentation of this inspection shall be provided to the City's Project Manager who shall file a copy for record keeping purposes and provide a copy to the Program Administrator. A completed Daily Asbestos Checklist form will satisfy the documentation requirement. See Forms section of this SOP.

#### **4.6 Packaging & Labeling**

The Contractor or designated Qualified Person shall be responsible to package and label all ACWM in accordance with requirements specified at 310 CMR 7.15(15): Asbestos Containing Waste Material Packaging Requirements.

#### **4.7 Transportation & Handling to Temporary ACWM Storage**

Packaged and sealed ACP waste material shall be transported in a covered truck, trailer, or van to Framingham DPW's TAsL, other certified TAsL or disposal facility. The waste material may be transported in a van if it is stored in a separate compartment from the driver and passenger seats, only. A pickup truck bed is also acceptable for waste transport to the temporary storage location; however, the truck bed shall be covered with an impermeable tarpaulin cover and secured so that it does not allow rain water accumulation. The waste material shall not be loaded above the side rails in any truck or trailer.

Bulk loaded soil and related ACWM shall be transported either in a form-fitted, 10-mil double lined dumpster or the Contractor's dump truck lined with a form-fitting liner as described above in Section 3.4.

Waste material loading and unloading activities to and from the transport vehicle shall be performed by appropriately trained workers who have completed, at a minimum, an "8-hour, Class II Asbestos Training: Asbestos Cement Worker Safety" course or an equivalent course approved in writing by MADLS. Person(s) unloading the waste material at Framingham DPW's TAsL shall be responsible for securing the container after handling operations have been completed.

## 4.8 Temporary ACWM Storage Location

ACWM that has been properly wetted, sealed, and labeled during asbestos-containing pipe work performed by the Contractor may be temporarily stored for up to thirty (30) calendar days following ANF project completion at the designated temporary storage location. The temporary storage location is located within the City of Framingham at 229 Arthur Street on property owned by the City and under control of Framingham DPW.

### Temporary Storage Location Control Measures

- The temporary storage location will be owned by the City of Framingham and controlled by the owner of the utility system (Framingham DPW); this location will be secured by perimeter fencing, and ACWM will be further secured in a locked, lined, labeled enclosed container provided by the Contractor.
- The Contractor shall be provided access to the temporary storage location by either the City's Project Manager or Consultant. Keys to the lockable container will be the sole responsibility of the Contractor.

## 4.9 Waste Shipment Records

A waste shipment record (WSR) shall be completed for each shipment, which is identified by an Asbestos Project Number (on Notification), where ACWM is generated.

The WSR shall be completed by the Contractor's assigned Supervisor and signed by the City's Project Manager before ACWM leaves the work location for transport to the TAsL. At a minimum, ACWM generated shall be transported to the TAsL at the end of each work shift. The WSR will accompany the ACWM during transport to the TAsL or other approved storage/disposal site. The Contractor shall retain custody of the original WSR until final disposal. A copy of the WSR shall be provided to the Owner through the Consultant. Photos shall be taken of the "in-progress" WSR.

The Program Administrator will cross-reference the work log to ensure all WSRs are accounted for by project site. Any discrepancies (i.e., missing WSR(s)) will be immediately brought to the attention of the Division Director for corrective action.

Once the TAsL is filed or within 30 calendar days of ANF project completion the Contractor shall have the ACWM transported to the disposal site.

WSRs will be completed in accordance with 310 CMR 7.15(18), which specifies:

All ACWM shall be shipped via asbestos waste shipments records on a MassDEP approved form that includes, but is not limited to, the following information:

1. The name, address and telephone number of the Framingham DPW;

2. The quantity and type of the ACWM in cubic meters (cubic yards) and a description of the container used for shipment;
3. The name, address and telephone number of the entity that conducted any asbestos abatement activity;
4. The name and telephone number of the disposal site operator;
5. The name and physical location of the disposal site;
6. The date transported;
7. The name, address, and telephone number of the transporter(s);
8. Certification by the Framingham DPW that the contents of each shipment has been characterized, packaged, marked and labels in accordance with 310 CMR 7.15;
9. Signature of each transporter confirming the contents of each shipment are in all respects in the proper condition for transport according to applicable international, federal, state, and local regulations;
10. Signature by receiving disposal facility confirming that: i) the quantity of ACWM listed on the WSR is the same as the quantity accepted for disposal; and ii) it holds the appropriate permits and/or authorizations to accept for disposal ACWM described on the WSR; and
11. The ANF number of the relevant ANF.

Transporter provided WSRs are allowable as long as they contain all of the information required above.

If a signed copy of the WSR is not received by Framingham DPW within 35 calendar days of the transport date to the disposal facility, Framingham DPW shall contact the transporter and/or disposal site operator to determine the waste shipment status.

If a signed copy of the WSR is not received by Framingham DPW within 45 calendar days of the waste being accepted by the initial transporter, Framingham DPW shall report, in writing, to MassDEP. The report shall include:

- A copy of the WSR for which a confirmation of delivery was not received; and
- A cover letter signed by Framingham DPW explaining the efforts taken to locate the WSR.

## **5 Work by Private Parties**

Compliance with applicable asbestos requirements for any work involving asbestos materials not owned by the City of Framingham, and under the control of the Department of Public Works, is the sole responsibility of the person(s) or company performing the work, owning the asbestos materials, and/or owning the property.

When proposed projects are brought to the DPW's attention either through a permitting process, or by an entity seeking information, the DPW will review available records to determine if asbestos

cement pipe may be present. Compliance with applicable asbestos requirements is the responsibility of the person(s) or company performing the work, owning the asbestos materials, and/or owning the property.

Private parties needing to make connections to asbestos containing materials owned by the City, such as water, sewer and drain pipes, shall contact the Framingham DPW. Such connections shall be made by the DPW in accordance with the provisions of Section 3 or 4 of this SOP. The DPW's efforts will be limited to the point of connection only.

## **Tables**

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Table 1

## Asbestos Roles Responsibilities

Action	Responsible Party (Backup)			
	Self-Performed Work		Contracted Work	
	Planned	Unplanned	Planned	Unplanned
Determine if anticipated work will impact asbestos	Supervisor	N/A	Design Engineer	N/A
Determine if asbestos encountered during emergency situation	N/A	Supervisor	N/A	Consultant
<b>Asbestos Notification Form ANF-001</b>				
Complete ANF	Program Administrator	Program Administrator	Contractor / Subcontractor	Contractor / Subcontractor
Certify ANF	Division Director (Asst. DD)	Division Director (Asst. DD)	Contractor / Subcontractor	Contractor / Subcontractor
<b>Emergency Waivers</b>				
Obtain DEP Waiver	N/A	Supervisor	N/A	Consultant
Obtain DLS Waiver	N/A	Supervisor	N/A	Consultant
<b>Non-Traditional Work Plan</b>				
Prepare Plan	Asbestos Designer	N/A	Contractor / Subcontractor's Asbestos Designer	N/A
Review Plan	Operations Manager / Asst. DD	N/A	Capital Environmental Eng / Chief Engineer	N/A
Submit Plan	Asbestos Designer	N/A	Contractor / Subcontractor	N/A
Pre-Demolition/Renovation Survey	Supervisor	Supervisor	Consultant	N/A
<b>Class II Abatement Work</b>				
Perform Class II (Non-Friable AC Pipe) Abatement	Class II 8-Hour Trained or DLS Licensed Personnel	Class II 8-Hour Trained or DLS Licensed Personnel	Class II 8-Hour Trained or DLS Licensed Personnel	Class II 8-Hour Trained or DLS Licensed Personnel
Perform Class I (Friable) Abatement	DLS Licensed Personnel	DLS Licensed Personnel	DLS Licensed Personnel	DLS Licensed Personnel
<b>Class I Abatement Work</b>				
Check Worker Licenses	N/A	N/A	Consultant	Consultant
Check Medical Surveillance	N/A	N/A	Consultant	Consultant
Obtain Personal Air Monitoring Data	N/A	N/A	Consultant	Consultant
Obtain Perimeter Air Sampling Results	N/A	N/A	Consultant	Consultant
Obtain Records for City Files	N/A	N/A	Project Manager (SPA)	Project Manager (SPA)
<b>Post-Abatement Visual Survey</b>				
Documents Excavation is Free of Suspect Debris	Supervisor	Supervisor	Contractor's Supervisor	Contractor's Supervisor
<b>Documentation</b>				
Prepare & Complete Daily Asbestos Project Checklist	N/A	N/A	Contractor's Supervisor	Contractor's Supervisor
Prepare & Complete WSR	Supervisor	Supervisor	Contractor's Supervisor	Contractor's Supervisor
Review Daily Asbestos Project Checklist & WSR	Supervisor	Supervisor	Consultant / Resident Engineer	Consultant / Resident Engineer
Sign as Generator	Operations Manager	Operations Manager	Project Manager (SPA)	Project Manager (SPA)
Maintain WSR during storage at TASL	Program Administrator	Program Administrator	Contractor	Contractor
Verify Paperwork prior to final transport	Supervisor	Supervisor	Project Manager (SPA)	Project Manager (SPA)
Obtain Facility Receipt Copy / Notify DEP if not received within 45 days	Program Administrator	Program Administrator	Consultant	Consultant
Maintain Asbestos Files	Program Administrator	Program Administrator	Program Administrator	Program Administrator
<b>Temporary Storage</b>				
Inspect Weekly	Operations Manager	Operations Manager	Capital Environmental Eng / Chief Engineer	Capital Environmental Eng / Chief Engineer
Schedule Shipment within 30 Days	Program Administrator	Program Administrator	Contractor / Subcontractor	Contractor / Subcontractor

Ultimate Responsibility for DPW Asbestos Handling - DPW Executive Director  
Delegated Responsibility - Division Director





**Figure**

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Figure 1

## **Forms**

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# City of Framingham Pre-Construction Asbestos Survey Documentation

## 1. Project Name:

PW#: \_\_\_\_\_

## 2. Pre-Construction Survey

Survey Date: \_\_\_\_\_

MassDEP's asbestos regulation requires owners and operators (including contractors) to determine whether cement pipe in the utility conduit that will be disturbed contains asbestos. Please identify the information that was used to determine whether the pipe to be affected during this project contains asbestos by checking all applicable boxes:

Accurate, up-to-date as-built plans or other utility network documents. Specify title and revision date of the as-built drawing or other documentation:

Visual identification/ field observations of exposed pipe. Specify manufacturer's brand-label marking (e.g. "Johns-Manville Transite") or other features used to identify composition/source of pipe:

Does the pipe (or pipe segment) that will be disturbed contain asbestos?  Yes  No

List known asbestos locations that are planned to be disturbed during this project:

## 3. Qualifications. Please check the applicable box:

I have successfully completed the City of Framingham annual SOP training; AND

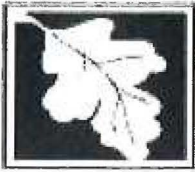
I have successfully completed the "8 hour OSHA Class II Asbestos Training: Asbestos Cement Pipe (ACP) Worker Safety" course approved by the Massachusetts Department of Labor Standards (DLS), or a course similar in length and content reviewed and approved in writing by DLS; or

I am a DLS-certified Asbestos Inspector.

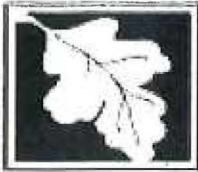
Consultant Name (please print): \_\_\_\_\_

Title/Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



- This is a revision to an existing form.  
Project ID for existing form to be revised: \_\_\_\_\_
- This job is being conducted under a Blanket Permit.  
MassDEP assigned Blanket Authorization ID: \_\_\_\_\_
- This job is being conducted under a Non Traditional Abatement Work Practice Permit.  
MassDEP assigned Non Traditional Work Practice Authorization ID: \_\_\_\_\_
- This job does not require the use of an asbestos contractor licensed by the MA Department of Labor Standards because (please check one box below):
- This job involves breaking, shearing or slicing of non-friable asbestos-containing material only (e.g. cement shingles/panels, cement pipe, asphalt roofing or siding, vinyl floor tiles, etc.) in a manner that does not generate asbestos dust or render the material friable, as allowed by the Department of Labor Standards (DLS) at 453 CMR 6.13(2)(a)5. All work must be done in compliance with the applicable regulations at 310 CMR 7.15; or
  - This job involves work on asbestos containing material that is classified by the Department of Labor Standards (DLS) as a 'Small-Scale Asbestos Project,' an 'Asbestos-Associated Project', or an 'Asbestos Response Action' by qualified 'in-house' personnel as allowed by the Department of Labor Standards (DLS) at 453 CMR 6.00, and will be performed in accordance with all the requirements of 453 CMR 6.13 (1)(a), 453 CMR 6.13 (2)(a)1. and 3., and 453 CMR 6.14 (1)(a), as applicable. All work must be done in compliance with the applicable regulations at 310 CMR 7.15.
- None of the above conditions apply, generate a new form.



Massachusetts Department of Environmental Protection  
**BWP AQ 04 (ANF-001)**  
 Asbestos Notification Form

100276548

Asbestos Project #

Project Revision

Project Cancellation

**A. Asbestos Abatement Description**

**Instructions 1.** All sections of this form must be completed in order to comply with MassDEP notification requirements of 310 CMR 7.15 and Department of Labor Standards (DLS) notification requirements of 453 CMR 6.12

1. Facility Location:

FRMNINGHAM WASTEWATER SYSTEM	COUNTRY CLUB LANE AT WORCESTER STREET		
a. Name of Facility	b. Street Address		
FRAMINGHAM	MA	01702	5085326050
c. City/Town	d. State	e. Zip Code	f. Telephone
BLAKE LUKIS	DIRECTOR OF WATER & WASTEWATER		
g. Facility Contact Person Name	h. Facility Contact Person Title		
Worksite Location:	N/A		
	i. Building Name, Wing, Floor, Room, etc.		

2. Is the facility occupied?  a. Yes  b. No

3. Is this a fee exempt notification (city, town, district, municipal housing authority, state facility, or owner-occupied residential property of four units or less)?  a. Yes  b. No

MassDEP Use Only

4. Blanket Permit Project Approval, if applicable:

Date Received \_\_\_\_\_ Approval ID # \_\_\_\_\_

5. Non-Traditional Asbestos Abatement Work Practice Approval, if applicable:

2. Submit Original Form To: \_\_\_\_\_ Approval ID # \_\_\_\_\_

Commonwealth of Massachusetts  
 P.O. Box 4062  
 Boston, MA 02211

6. Asbestos Contractor:

NON LICENSED REMOVAL	NON LICENSED REMOVAL		
a. Name	b. Address		
NON LICENSED REMOVAL	MA	02108	6172925500
c. City/Town	d. State	e. Zip Code	f. Telephone
AC000000	h. Contract Type: <input type="checkbox"/> 1. Written <input checked="" type="checkbox"/> 2. Verbal		
g. DLS License #			

7. NON LICENSED REMOVAL NON LICENSED REMOVAL

a. Name of Contractor's On-Site Supervisor/Foreman \_\_\_\_\_ b. DLS Certification # AS000000

8. \_\_\_\_\_

a. Name of Project Monitor \_\_\_\_\_ b. DLS Certification # N/A

9. \_\_\_\_\_

a. Name of Asbestos Analytical Lab \_\_\_\_\_ b. DLS Certification # N/A

10. \_\_\_\_\_

a. Project Start Date (MM/DD/YYYY) 11/24/2017 \_\_\_\_\_ b. End Date (MM/DD/YYYY) 12/31/2017

c. Work Hours - Monday Through Friday 0700-1500 \_\_\_\_\_ d. Work Hours - Saturday & Sunday N/A

11. What type of project is this?

a. Demolition  b. Renovation  c. Repair  d. Other - Please Specify: CURED IN PLACE PIPE LININ



Massachusetts Department of Environmental Protection  
**BWP AQ 04 (ANF-001)**  
 Asbestos Notification Form

100276548

**Asbestos Project #**  
 Project Revision  
 Project Cancellation

**A. Asbestos Abatement Description: (cont.)**

12. Abatement procedures (check all that apply):

a. Glove Bag  b. Encapsulation  c. Enclosure  d. Disposal Only  e. Cleanup

f. Full Containment  g. Other - Please Specify: NO ABATEMENT, WORK IS ONLY INTERIOR LINING

13. Job is being conducted:  a. Indoors  b. Outdoors

14 a. Total amount of each type of asbestos Containing materials (ACM) to be removed, enclosed, or encapsulated:

<p><u>200</u> 1. Linear Feet (Lin. Ft.)</p> <p>b. Boiler, Breaching, Duct, Tank Surface Coatings 1. Lin. Ft.    2. Sq. Ft.</p> <p>d. Pipe Insulation 1. Lin. Ft.    2. Sq. Ft.</p> <p>f. Spray-On Fireproofing 1. Lin. Ft.    2. Sq. Ft.</p> <p>h. Cloths, Woven Fabrics 1. Lin. Ft.    2. Sq. Ft.</p> <p>j. Insulating Cement 1. Lin. Ft.    2. Sq. Ft.</p>	<p><u>0</u> 2. Square Feet (Sq. Ft.)</p> <p>c. Transite Pipe 1. Lin. Ft.    2. Sq. Ft.</p> <p>e. Transite Shingles 1. Lin. Ft.    2. Sq. Ft.</p> <p>g. Transite Panels 1. Lin. Ft.    2. Sq. Ft.</p> <p>i. Other - Please Specify: <u>CIPP LINING 10" AC PIPE</u>    <u>200</u> 1. Lin. Ft.    2. Sq. Ft.</p>
--	---

15. Describe the decontamination system(s) to be used:

AC PIPE IS TO BE LINED ON THE INTERIOR UTILIZING A TRENCHLESS CURED IN PLACE PIPE SYSTEM. NO DECONTAMINATION SYSTEM IS ANTICIPATED TO BE REQUIRED.

16. Describe the containerization/disposal methods to comply with 310 CMR 7.15 and 453 CMR 6.14(2) (g):

NO REMOVAL AND DISPOSAL OF AC PIPE IS PLANNED AS PART OF THIS WORK.

17. For Emergency Asbestos Operations, the MassDEP and DLS officials who evaluated the emergency:

_____	_____
a. Name of MassDEP Official	b. Title of MassDEP Official
_____	_____
c. Date of Authorization (MM/DD/YYYY)	d. Waiver #
_____	_____
e. Name of DLS Official	f. Title of DLS Official
_____	_____
g. Date of Authorization (MM/DD/YYYY)	h. Waiver #

18. Do prevailing wage rates as per M.G.L. c. 149, § 26, 27 or 27A-F apply to this project?  a. Yes  b. No



100276548

Asbestos Project #

Project Revision

Project Cancellation

**B. Facility Description**

1. Current or prior use of facility: FRAMINGHAM WASTEWATER SYSTEM

2. Is the facility owner-occupied residential with 4 units or less?  a. Yes  b. No

3. TOWN OF FRAMINGHAM 100 WESTERN AVE  
 a. Facility Owner Name b. Address

FRAMINGHAM MA 01702 5085326050  
 c. City/Town d. State e. Zip Code f. Telephone

4. BLAKE LUKIS 100 WESTERN AVE  
 a. Name of Facility Owner's On-Site Manager b. Address

FRAMINGHAM MA 01702 5085326050  
 c. City/Town d. State e. Zip Code f. Telephone

5. FRAMINGHAM DPW 100 WESTERN AVE  
 a. Name of General Contractor b. Address

FRAMINGHAM MA 01702 5085326050  
 c. City/Town d. State e. Zip Code f. Telephone

N/A  
 g. Contractor's Worker's Compensation Insurer

N/A 12/31/2017  
 h. Policy # i. Expiration Date (MM/DD/YYYY)

6. What is the size of this facility? 0 0  
 a. Square Feet b. # of Floors

**C. Asbestos Transportation & Disposal**

1. Transporter of asbestos-containing waste material from site of generation:  
 a. Directly to Landfill or  b. To Temporary Storage Location/Transfer Station

N/A N/A  
 c. Name of Transporter d. Address

N/A MA 00000 0000000000  
 e. City/Town f. State g. Zip Code h. Telephone

2. If a temporary storage location/transfer station is used, list name of transporter of asbestos containing waste material from temporary storage location/transfer station to final disposal site:

a. Name of Transporter b. Address

c. City/Town d. State e. Zip Code f. Telephone

Note: Temporary storage of Asbestos containing waste material is only allowed at the place of business of a DLS licensed Asbestos contractor or a transfer station that is permitted by MassDEP and operated in compliance with Solid Waste Regulations 310 CMR 19.000



Massachusetts Department of Environmental Protection

**BWP AQ 04 (ANF-001)**

Asbestos Notification Form

100276548

Asbestos Project #

Project Revision

Project Cancellation

**C. Asbestos Transportation & Disposal: (cont.)**

3. Name and address of temporary storage location/transfer station for the asbestos containing waste material:

_____		_____	
a. Temporary Storage Location Name		b. Address	
_____		_____	
c. City/Town	d. State	e. Zip Code	f. Telephone

4. Name and location of final disposal site (asbestos landfill):

N/A		N/A	
_____		_____	
a. Final Disposal Site Name		b. Final Disposal Site Owner Name	
N/A			
_____			
c. Address			
N/A	MA	00000	0000000000
_____	_____	_____	_____
d. City/Town	e. State	f. Zip Code	g. Telephone

**D. Certification**

"I certify that I have personally examined the foregoing and am familiar with the information contained in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including possible fines and imprisonment. The undersigned hereby states that I have read the Commonwealth of Massachusetts regulations governing asbestos abatement (453 CMR 6.00 promulgated by the Department of Labor Standards and 310 CMR 7.15 promulgated by the Department of Environmental Protection), and that I am aware that this permit application or notification shall not be deemed valid unless payment of the applicable fee is made."

Note: Contractor must sign this form for DLS notification purposes

BLAKE LUKIS  
 1. Name  
 DIRECTOR OF WATER & WASTEWATE  
 3. Position/Title  
 5085328050  
 5. Telephone  
 100 WESTERN AVE  
 7. Address  
 MA  
 9. State

BLAKE LUKIS  
 2. Authorized Signature  
 11/14/2017  
 4. Date (MM/DD/YYYY)  
 TOWN OF FRAMINGHAM  
 6. Representing  
 FRAMINGHAM  
 8. City/Town  
 01702  
 10. Zip Code



Massachusetts Department of Environmental Protection

## eDEP Transaction Copy

---

Here is the file you requested for your records.

To retain a copy of this file you must save and/or print.

Username: **BLUKIS**

Transaction ID: **955288**

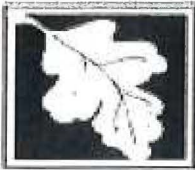
Document: **AQ 04 - Asbestos Removal Notification Form ANF-001**

Size of File: **237.26K**

Status of Transaction: **Submitted**

Date and Time Created: **9/13/2017:11:33:36 AM**

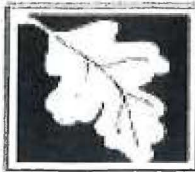
**Note:** This file only includes forms that were part of your transaction as of the date and time indicated above. If you need a more current copy of your transaction, return to eDEP and select to "Download a Copy" from the Current Submittals page.



Massachusetts Department of Environmental Protection  
**BWP AQ 04 (ANF-001) PreForm**  
Asbestos Notification Form

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- This is a revision to an existing form.  
Project ID for existing form to be revised: \_\_\_\_\_
- This job is being conducted under a Blanket Permit.  
MassDEP assigned Blanket Authorization ID: \_\_\_\_\_
- This job is being conducted under a Non Traditional Abatement Work Practice Permit.  
MassDEP assigned Non Traditional Work Practice Authorization ID: \_\_\_\_\_
- This job does not require the use of an asbestos contractor licensed by the MA Department of Labor Standards because (please check one box below):
- This job involves breaking, shearing or slicing of non-friable asbestos-containing material only (e.g. cement shingles/panels, cement pipe, asphalt roofing or siding, vinyl floor tiles, etc.) in a manner that does not generate asbestos dust or render the material friable, as allowed by the Department of Labor Standards (DLS) at 453 CMR 6.13(2)(a)5. All work must be done in compliance with the applicable regulations at 310 CMR 7.15; or
- This job involves work on asbestos containing material that is classified by the Department of Labor Standards (DLS) as a 'Small-Scale Asbestos Project,' an 'Asbestos-Associated Project,' or an 'Asbestos Response Action' by qualified 'in-house' personnel as allowed by the Department of Labor Standards (DLS) at 453 CMR 6.00, and will be performed in accordance with all the requirements of 453 CMR 6.13 (1)(a), 453 CMR 6.13 (2)(a)1. and 3., and 453 CMR 6.14 (1)(a), as applicable. All work must be done in compliance with the applicable regulations at 310 CMR 7.15.
- None of the above conditions apply, generate a new form.



# BWP AQ 04 (ANF-001)

## Asbestos Notification Form

100272471

Asbestos Project #

Project Revision

Project Cancellation

### A. Asbestos Abatement Description

Instructions 1. All sections of this form must be completed in order to comply with MassDEP notification requirements of 310 CMR 7.15 and Department of Labor Standards (DLS) notification requirements of 453 CMR 6.12

1. Facility Location:

FRAMINGHAM WATER & SEWER SYSTEM

14 PITT RD

a. Name of Facility

b. Street Address

FRAMINGHAM

MA

01702

5085326010

c. City/Town

d. State

e. Zip Code

f. Telephone

KERRY REED

SENIOR ENVIRONMENTAL ENGINEER

g. Facility Contact Person Name

h. Facility Contact Person Title

Worksite Location:

N/A

i. Building Name, Wing, Floor, Room, etc.

2. Is the facility occupied?  a. Yes  b. No

3. Is this a fee exempt notification (city, town, district, municipal housing authority, state facility, or owner-occupied residential property of four units or less)?  a. Yes  b. No

MassDEP Use Only

4. Blanket Permit Project Approval, if applicable:

Date Received

Approval ID #

5. Non-Traditional Asbestos Abatement Work Practice Approval, if applicable:

Approval ID #

2. Submit Original Form To:

Commonwealth of Massachusetts  
P.O. Box 4062  
Boston, MA 02211

6. Asbestos Contractor:

NON LICENSED REMOVAL

NON LICENSED REMOVAL

a. Name

b. Address

NON LICENSED REMOVAL

MA

02108

6172925500

c. City/Town

d. State

e. Zip Code

f. Telephone

AC000000

h. Contract Type:  1. Written  2. Verbal

g. DLS License #

7. NON LICENSED REMOVAL NON LICENSED REMOVAL

AS000000

a. Name of Contractor's On-Site Supervisor/Foreman

b. DLS Certification #

8. a. Name of Project Monitor

N/A

b. DLS Certification #

9. a. Name of Asbestos Analytical Lab

N/A

b. DLS Certification #

10. 9/8/2017

9/8/2017

a. Project Start Date (MM/DD/YYYY)

b. End Date (MM/DD/YYYY)

0800 - 1500

N/A

c. Work Hours - Monday Through Friday

d. Work Hours - Saturday & Sunday

11. What type of project is this?

a. Demolition  b. Renovation  c. Repair  d. Other - Please Specify: \_\_\_\_\_



Massachusetts Department of Environmental Protection  
**BWP AQ 04 (ANF-001)**  
 Asbestos Notification Form

100272471

**Asbestos Project #**

Project Revision

Project Cancellation

**A. Asbestos Abatement Description: (cont.)**

12. Abatement procedures (check all that apply):

a. Glove Bag  b. Encapsulation  c. Enclosure  d. Disposal Only  e. Cleanup

f. Full Containment  g. Other - Please Specify: NO CUT REQUIRED

13. Job is being conducted:  a. Indoors  b. Outdoors

14 a. Total amount of each type of asbestos Containing materials (ACM) to be removed, enclosed, or encapsulated:

<p><u>2</u> 1. Linear Feet (Lin. Ft.)</p> <p>b. Boiler, Breaching, Duct, Tank Surface Coatings 1. Lin. Ft.    2. Sq. Ft.</p> <p>d. Pipe Insulation 1. Lin. Ft.    2. Sq. Ft.</p> <p>f. Spray-On Fireproofing 1. Lin. Ft.    2. Sq. Ft.</p> <p>h. Cloths, Woven Fabrics 1. Lin. Ft.    2. Sq. Ft.</p> <p>j. Insulating Cement 1. Lin. Ft.    2. Sq. Ft.</p>	<p>2. Square Feet (Sq. Ft.)</p> <p>c. Transite Pipe 2 1. Lin. Ft.    2. Sq. Ft.</p> <p>e. Transite Shingles 1. Lin. Ft.    2. Sq. Ft.</p> <p>g. Transite Panels 1. Lin. Ft.    2. Sq. Ft.</p> <p>i. Other - Please Specify: _____ 1. Lin. Ft.    2. Sq. Ft.</p>
--	---

15. Describe the decontamination system(s) to be used:

WORK PRACTICES IN ACCORDANCE WITH THE MASSDEP'S "ABSETOS CEMENT PIPE GUIDANCE DOCUMENT", AS AMENDED MAY 22, 2015

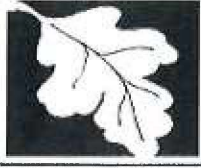
16. Describe the containerization/disposal methods to comply with 310 CMR 7.15 and 453 CMR 6.14(2) (g):

ACP WAS DOUBLE WRAPPED AND SEALED IN 6-MIL POLYETHYLENE SHEETING

17. For Emergency Asbestos Operations, the MassDEP and DLS officials who evaluated the emergency:

<p><u>UNKNOWN</u> a. Name of MassDEP Official <u>9/8/2017</u> c. Date of Authorization (MM/DD/YYYY)</p> <p>_____ e. Name of DLS Official <u>g. Date of Authorization (MM/DD/YYYY)</u></p>	<p><u>UNKNOWN</u> b. Title of MassDEP Official <u>NAW1709023</u> d. Waiver #</p> <p>_____ f. Title of DLS Official <u>h. Waiver #</u></p>
---	---

18. Do prevailing wage rates as per M.G.L. c. 149, § 26, 27 or 27A-F apply to this project?  a. Yes  b. No



Massachusetts Department of Environmental Protection  
**BWP AQ 04 (ANF-001)**  
 Asbestos Notification Form

100272471

Asbestos Project #

 Project Revision Project Cancellation**B. Facility Description**

1. Current or prior use of facility: FRAMINGHAM WATER & SEWER SYSTEM
2. Is the facility owner-occupied residential with 4 units or less?  a. Yes  b. No
3. TOWN OF FRAMINGHAM 100 WESTERN AVE  
 a. Facility Owner Name b. Address
- FRAMINGHAM MA 01702 5085326010  
 c. City/Town d. State e. Zip Code f. Telephone
4. BLAKE LUKIS 100 WESTERN AVE  
 a. Name of Facility Owner's On-Site Manager b. Address
- FRAMINGHAM MA 01702 5085326050  
 c. City/Town d. State e. Zip Code f. Telephone
5. FRAMINGHAM DPW 100 WESTERN AVE  
 a. Name of General Contractor b. Address
- FRAMINGHAM MA 01702 5085326050  
 c. City/Town d. State e. Zip Code f. Telephone
- N/A  
 g. Contractor's Worker's Compensation Insurer
- N/A 12/31/2017  
 h. Policy # i. Expiration Date (MM/DD/YYYY)
6. What is the size of this facility? 0 0  
 a. Square Feet b. # of Floors

**C. Asbestos Transportation & Disposal**

1. Transporter of asbestos-containing waste material from site of generation:  
 a. Directly to Landfill or  b. To Temporary Storage Location/Transfer Station

FRAMINGHAM DPW 100 WESTERN AVE  
 c. Name of Transporter d. Address

FRAMINGHAM MA 01702 5085326050  
 e. City/Town f. State g. Zip Code h. Telephone

2. If a temporary storage location/transfer station is used, list name of transporter of asbestos containing waste material from temporary storage location/transfer station to final disposal site:

JLB ROLLOFF PO BOX 6037  
 a. Name of Transporter b. Address

FRAMINGHAM MA 02150 6175936959  
 c. City/Town d. State e. Zip Code f. Telephone

Note: Temporary storage of Asbestos containing waste material is only allowed at the place of business of a DLS licensed Asbestos contractor or a transfer station that is permitted by MassDEP and operated in compliance with Solid Waste Regulations 310 CMR 19.000



Massachusetts Department of Environmental Protection

**BWP AQ 04 (ANF-001)**

Asbestos Notification Form

100272471

Asbestos Project #

Project Revision

Project Cancellation

**C. Asbestos Transportation & Disposal: (cont.)**

3. Name and address of temporary storage location/transfer station for the asbestos containing waste material:

DPW OPERATIONS CENTER		100 WESTERN AVE	
a. Temporary Storage Location Name		b. Address	
FRAMINGHAM	MA	01702	5085326050
c. City/Town	d. State	e. Zip Code	f. Telephone

4. Name and location of final disposal site (asbestos landfill):

TURNKEY RECYCLING & ENVIRONMENTAL ENTERPRISE		WASTE MANAGEMENT	
a. Final Disposal Site Name		b. Final Disposal Site Owner Name	
30 ROCHESTER NECK RD			
c. Address			
ROCHESTER	NH	03839	6033302197
d. City/Town	e. State	f. Zip Code	g. Telephone

**D. Certification**

**Note:** Contractor must sign this form for DLS notification purposes

"I certify that I have personally examined the foregoing and am familiar with the information contained in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including possible fines and imprisonment. The undersigned hereby states that I have read the Commonwealth of Massachusetts regulations governing asbestos abatement (453 CMR 6.00 promulgated by the Department of Labor Standards and 310 CMR 7.15 promulgated by the Department of Environmental Protection), and that I am aware that this permit application or notification shall not be deemed valid unless payment of the applicable fee is made."

BLAKE LUKIS  
 1. Name  
 DIRECTOR OF WATER & SEWER  
 3. Position/Title  
 5085326050  
 5. Telephone  
 100 WESTERN AVE  
 7. Address  
 MA  
 9. State

BLAKE LUKIS  
 2. Authorized Signature  
 9/11/2017  
 4. Date (MM/DD/YYYY)  
 TOWN OF FRAMINGHAM  
 6. Representing  
 FRAMINGHAM  
 8. City/Town  
 01702  
 10. Zip Code

# J.O.B. / ROLLOFF, INC.

Asbestos Waste Transport & Disposal

P.O. Box 609, Hampstead, NH 03841

(617) 387-1495

E.P.A. AGENCY

CT, MA, RI, VT, NH, ME  
GENERATORS

EPA New England  
1 Congress Street  
Boston, MA 02114-2023  
(617) 918-1111

Example Manifest

89454

EPA  
EMERGENCY RESPONSE  
TELEPHONE  
(800) 424-8802

## NON-HAZARDOUS SPECIAL WASTE MANIFEST

**NAW 1709023**

Mass DEP Asbestos Notification Number \_\_\_\_\_ DLS License Number \_\_\_\_\_  
 Contractor Town of Frammingham  
 Address 100 Western Ave  
 City Frammingham State MA Zip 01702  
 Telephone Number 508 532 6060  
 Date Container Del. 9.8.17 Date of Pickup 9.13.17  
 Type of Container 2 Double Wrapped Bags  
 VOLUME 1 CY Friable  Non-Friable   
 MUST BE IN CUBIC YARDS  
 Bag  2 Drum  Wrapped  Other   
**RQ, NA2212, ASBESTOS, 9, PGIII**

**GENERATOR/BUILDING OWNER**  
 Name Town of Frammingham  
 Address 100 Western ave  
 City Frammingham State MA Zip 01702  
 Phone Number 508.532.6060

**GENERATING LOCATION**  
 Name Town of Frammingham  
 Address 100 Western Ave  
 City Frammingham State MA Zip 01702  
 Phone Number 508.532.6060

I certify the above named material does not contain free liquid as defined by 40 CFR part 260. 10 or any applicable state law, is not a hazardous waste as defined by 40 CFR part 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to NESHAP standards for asbestos waste disposal found in 40 CFR part 61.150.

**AUTHORIZED SIGNATURE** [Signature]

Date: 9-13-17

**Transporter 1:** N/A  
 Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
 Driver: \_\_\_\_\_ Registration #: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature \_\_\_\_\_ State / # \_\_\_\_\_  
 Acknowledgement of receipt of materials.

**Transporter 2: J.O.B. / ROLLOFF, INC. • P.O. BOX 609, HAMPSTEAD, NH 03841 • (617) 387-1495**  
 Driver: [Signature] Registration #: 10013 MA Date: 9/11/17  
 Signature \_\_\_\_\_ State / # \_\_\_\_\_  
 Acknowledgement of receipt of materials.

**Transporter 3:**  
 Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
 Driver: \_\_\_\_\_ Registration #: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature \_\_\_\_\_ State / # \_\_\_\_\_  
 Acknowledgement of receipt of materials.

Landfill Name: Waste Management of NH - Turnkey Landfill  
 Location: 97 Rochester Neck Rd., Rochester, NH 03839  
 Phone No: 603-330-2165 Permit #: DES-SW-SP 95-001

**O** Landfill Name: \_\_\_\_\_  
**T** Landfill Name: \_\_\_\_\_  
**H** Location: \_\_\_\_\_  
**E** Location: \_\_\_\_\_  
**R** Phone No: \_\_\_\_\_ Permit #: \_\_\_\_\_

Landfill Name: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Permit #: \_\_\_\_\_

Notes: \_\_\_\_\_

Received by: [Signature] Date: 9/27/17

Certification of receipt of materials covered by this manifest.

489332NH



Massachusetts Department of Environmental Protection

# eDEP Transaction Copy

---

Here is the file you requested for your records.

To retain a copy of this file you must save and/or print.

Username: **DWHITNEY**

Transaction ID: **1047529**

Document: **AQ 04 - Asbestos Removal Notification Form ANF-001**

Size of File: **231.63K**

Status of Transaction: **In Process**

Date and Time Created: **9/12/2018:4:51:53 PM**

**Note:** This file only includes forms that were part of your transaction as of the date and time indicated above. If you need a more current copy of your transaction, return to eDEP and select to "Download a Copy" from the Current Submittals page.



**BWP AQ 04 (ANF-001) PreForm**

Asbestos Notification Form

Contracted Work Example ANF

- This is a revision to an existing form.  
Project ID for existing form to be revised: \_\_\_\_\_
- This job is being conducted under a Blanket Permit.  
MassDEP assigned Blanket Authorization ID: \_\_\_\_\_
- This job is being conducted under a Non Traditional Abatement Work Practice Permit.  
MassDEP assigned Non Traditional Work Practice Authorization ID: \_\_\_\_\_
- This job does not require the use of an asbestos contractor licensed by the MA Department of Labor Standards because (please check one box below):
- This job involves breaking, shearing or slicing of non-friable asbestos-containing material only (e.g. cement shingles/panels, cement pipe, asphalt roofing or siding, vinyl floor tiles, etc.) in a manner that does not generate asbestos dust or render the material friable, as allowed by the Department of Labor Standards (DLS) at 453 CMR 6.13(2)(a)5. All work must be done in compliance with the applicable regulations at 310 CMR 7.15; or
  - This job involves work on asbestos containing material that is classified by the Department of Labor Standards (DLS) as a 'Small-Scale Asbestos Project,' an 'Asbestos-Associated Project', or an 'Asbestos Response Action' by qualified 'in-house' personnel as allowed by the Department of Labor Standards (DLS) at 453 CMR 6.00, and will be performed in accordance with all the requirements of 453 CMR 6.13 (1)(a), 453 CMR 6.13 (2)(a)1. and 3., and 453 CMR 6.14 (1)(a), as applicable. All work must be done in compliance with the applicable regulations at 310 CMR 7.15.
- None of the above conditions apply, generate a new form.



**Contracted Work Example ANF**

**A. Asbestos Abatement Description**

**Instructions** 1. All sections of this form must be completed in order to comply with MassDEP notification requirements of 310 CMR 7.15 and Department of Labor Standards (DLS) notification requirements of 453 CMR 6.12

MassDEP Use Only

Date Received

1. Facility Location:

SEWER OWNED BY FRAMINGHAM PUBLIC WORKS		WITHIN STREET AT 20 MYRTLE ST.	
a. Name of Facility		b. Street Address	
FRAMINGHAM	MA	01702	5085326025
c. City/Town	d. State	e. Zip Code	f. Telephone
ALLISON ELIOT		SENIOR PROJECT MANAGER	
g. Facility Contact Person Name		h. Facility Contact Person Title	
Worksite Location:		PIPE IN GROUND	
i. Building Name, Wing, Floor, Room, etc.			

2. Is the facility occupied?  a. Yes  b. No

3. Is this a fee exempt notification (city, town, district, municipal housing authority, state facility, or owner-occupied residential property of four units or less)?  a. Yes  b. No

4. Blanket Permit Project Approval, if applicable:

Approval ID #

5. Non-Traditional Asbestos Abatement Work Practice Approval, if applicable:

Approval ID #

6. Asbestos Contractor:

ALBANESE BROTHERS INC		28 LOON HILL RD	
a. Name		b. Address	
DRACUT	MA	01826	9784598850
c. City/Town	d. State	e. Zip Code	f. Telephone
AC000887		h. Contract Type: <input checked="" type="checkbox"/> 1. Written <input type="checkbox"/> 2. Verbal	
g. DLS License #			

7. ROBERT L. KENYON  
a. Name of Contractor's On-Site Supervisor/Foreman  
b. DLS Certification # AS901802

8. N/A  
a. Name of Project Monitor  
b. DLS Certification #

9. N/A  
a. Name of Asbestos Analytical Lab  
b. DLS Certification #

10.	9/27/2018	9/28/2018
a. Project Start Date (MM/DD/YYYY)		b. End Date (MM/DD/YYYY)
7:00 AM		4:30 PM
c. Work Hours - Monday Through Friday		d. Work Hours - Saturday & Sunday

11. What type of project is this?

a. Demolition  b. Renovation  c. Repair  d. Other - Please Specify: PIPE IN THE GROUND





**BWP AQ 04 (ANF-001)**

Asbestos Notification Form

100293987

**Asbestos Project #**

- Project Revision
- Project Cancellation

Contracted Work Example ANF

**B. Facility Description**

1. Current or prior use of facility: MUNICIPAL SEWER SYSTEM
2. Is the facility owner-occupied residential with 4 units or less?  a. Yes  b. No
3. FRAMINGHAM DEPARTMENT OF PUBLIC WORKS 110 WESTERN AVENUE  
 a. Facility Owner Name b. Address
- FRAMINGHAM MA 01702 5085326025  
 c. City/Town d. State e. Zip Code f. Telephone
4. ALISON ELLIOT 110 WESTERN AVENUE  
 a. Name of Facility Owner's On-Site Manager b. Address
- FRAMINGHAM MA 01702 5085326025  
 c. City/Town d. State e. Zip Code f. Telephone
5. ALBANESE BROTHERS INC PO BOX 518, 28 LOON HILL ROAD  
 a. Name of General Contractor b. Address
- DRACUT MA 01826 9784548850  
 c. City/Town d. State e. Zip Code f. Telephone
- CNA INSURANCE COMPANIES  
 g. Contractor's Worker's Compensation Insurer
- WS2088433589 1/1/2019  
 h. Policy # i. Expiration Date (MM/DD/YYYY)
6. What is the size of this facility? 0 0  
 a. Square Feet b. # of Floors

**Note:** Temporary storage of Asbestos containing waste material is only allowed at the place of business of a DLS licensed Asbestos contractor or a transfer station that is permitted by MassDEP and operated in compliance with Solid Waste Regulations 310 CMR 19.000

**C. Asbestos Transportation & Disposal**

1. Transporter of asbestos-containing waste material from site of generation:  
 a. Directly to Landfill or  b. To Temporary Storage Location/Transfer Station
- ALBANESE BROTHERS INC. PO BOX 518, 28 LOON HILL ROAD  
 c. Name of Transporter d. Address
- DRACUT MA 01826 9784548850  
 e. City/Town f. State g. Zip Code h. Telephone
2. If a temporary storage location/transfer station is used, list name of transporter of asbestos containing waste material from temporary storage location/transfer station to final disposal site:
- AULSON COMPANY 49 DANTON DRIVE  
 a. Name of Transporter b. Address
- METHUEN MA 01844 9789754500  
 c. City/Town d. State e. Zip Code f. Telephone



# BWP AQ 04 (ANF-001)

Asbestos Notification Form

100293987

Asbestos Project #

Project Revision

Project Cancellation

Contracted Work Example ANF

### C. Asbestos Transportation & Disposal: (cont.)

3. Name and address of temporary storage location/transfer station for the asbestos containing waste material:

<u>TEMP STORAGE CONTAINER</u>		<u>229 ARTHUR STREET</u>	
a. Temporary Storage Location Name		b. Address	
<u>FRAMINGHAM</u>	<u>MA</u>	<u>01702</u>	<u>5085326025</u>
c. City/Town	d. State	e. Zip Code	f. Telephone

4. Name and location of final disposal site (asbestos landfill):

<u>MINERVA ENTERPISES</u>		<u>MINERVA ENTERPISES</u>	
a. Final Disposal Site Name		b. Final Disposal Site Owner Name	
<u>920 MINERVA ENTERPISES</u>			
c. Address			
<u>WAYNSBURG</u>	<u>OH</u>	<u>44688</u>	<u>3366637435</u>
d. City/Town	e. State	f. Zip Code	g. Telephone

**Note:** Contractor must sign this form for DLS notification purposes

### D. Certification

"I certify that I have personally examined the foregoing and am familiar with the information contained in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including possible fines and imprisonment. The undersigned hereby states that I have read the Commonwealth of Massachusetts regulations governing asbestos abatement (453 CMR 6.00 promulgated by the Department of Labor Standards and 310 CMR 7.15 promulgated by the Department of Environmental Protection), and that I am aware that this permit application or notification shall not be deemed valid unless payment of the applicable fee is made."

<u>DAVID WHITNEY</u>
1. Name
<u>PROJECT MANAGER</u>
3. Position/Title
<u>9784548850</u>
5. Telephone
<u>PO BOX 518, 28 LOON HILL ROAD</u>
7. Address
<u>MA</u>
9. State

<u>DAVID WHITNEY</u>
2. Authorized Signature
<u>9/12/2018</u>
4. Date (MM/DD/YYYY)
<u>ALBANESE BROTHERS INC</u>
6. Representing
<u>DRACUT</u>
8. City/Town
<u>01826</u>
10. Zip Code

# Massachusetts Asbestos Waste Shipment Record

MassDEP Asbestos Notification Number \_\_\_\_\_

<b>G E N E R A T O R</b>	<b>Work Site</b>		
	Name & Address of Facility or Work Site _____		
	Owner/Operator (Generator) Name _____	Telephone Number _____	
	<b>Asbestos Abatement Project</b>		
	Name & Address of Asbestos Contractor _____		
<b>T R A N S P O R T E R  1</b>	Department of Labor Standards (DLS) License Number _____	Contact Person Name (If Different From Above) _____	Telephone Number _____
	<b>Asbestos-Containing Waste Material (ACWM) - Specify Type &amp; Amount Generated</b>		
	<input type="checkbox"/> Friable	<input type="checkbox"/> Non-Friable	
	Quantity in Cubic Meters (Cubic Yards) _____	Quantity in Cubic Meters (Cubic _____	
	<b>Containers Used for Shipment of ACWM - Specify Type &amp; Number Used</b>		
	<input type="checkbox"/> Drums/Barrels _____	<input type="checkbox"/> 6-Mil Plastic Bags/Wrap _____	<input type="checkbox"/> Other: _____
	Number _____	Number _____	Specify _____ Number _____
	Work Site Owner/Operator Certification: "I hereby certify that the contents of this shipment are fully and accurately described above and that they have been characterized, packaged, marked and labeled in accordance with 310 CMR 7.15."		
			Certification Date (MM/DD/YYYY) _____
	Signature _____	Print Name _____	Title _____
<b>T R A N S P O R T E R  2</b>	Name & Address of Company or Person Transporting ACWM _____		
	Contact Person Name (If Different From Above) _____	Telephone Number _____	Date ACWM Was Picked Up (MM/DD/YYYY) _____
	Transporter # 1 Certification: "I hereby certify that the contents of this shipment are in all respects in the proper condition for transport according to applicable international, federal, state and local regulations."		
			Certification Date (MM/DD/YYYY) _____
	Signature _____	Print Name _____	Title _____
<b>D I S P O S A L  S I T E</b>	Name & Address of Company or Person Operating Disposal Site _____		
	City/Town _____	State _____	ZIP Code _____
	Contact Person Name (If Different From Above) _____	Telephone Number _____	Date Shipment Was Received (MM/DD/YYYY) _____
	Indicate Any Discrepancies _____		
	Disposal Facility Certification: "I hereby certify that (1) the quantity of ACWM listed on this asbestos waste shipment record is the same as the quantity accepted for disposal and (2) this facility holds the appropriate permits and/or authorizations to accept for disposal the ACWM described."		
Signature _____	Print Name _____	Title _____	

## Daily Asbestos Project Checklist

Section 1: Project Details		
Asbestos Project Number (ANF#):		
Date:	Project Name:	PW #:
Project Location: (e.g., street name, intersection, "in vicinity of" address, etc.):		
Who is performing the work? <input type="checkbox"/> DPW <input type="checkbox"/> Other		
Is the work planned or an emergency? <input type="checkbox"/> Planned <input type="checkbox"/> Emergency		
What type of work is it? <input type="checkbox"/> Removal/Repair <input type="checkbox"/> Soil Handling <input type="checkbox"/> Tapping <input type="checkbox"/> Lining <input type="checkbox"/> Filling		
Is today the 1st day of the Project? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Section 2: Pre-Mobilization/Planning Phase		
How was the presence of ACP determined?	<input type="checkbox"/> As-Built drawings <input type="checkbox"/> Visual Identification/Field Observations <input type="checkbox"/> Assumed ACP <input type="checkbox"/> Sample Analysis	
Section 3: Notification		
Notification Filed by Name: Company:		Date Filed:
Project Start Date:		Project End Date:
ANF Revised: <input type="checkbox"/> Yes <input type="checkbox"/> No	Emergency Waiver NAW#: (if applicable)	NTWP Required: <input type="checkbox"/> Yes <input type="checkbox"/> No
Revision Number:		AQ-36 Form Completed: <input type="checkbox"/> Yes <input type="checkbox"/> No
Revision Date:		
ACP Quantity Estimate: [Refer to ANF-001 Section A(14)]	Impacted soil? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, _____ CY (as ACWM)	
Section 4: Work Site Personnel (Print Names)		
Asbestos Qualified Person:		
Company: <input type="checkbox"/> DPW <input type="checkbox"/> Other		
Contractor:	Foreman:	
Are the Contractor's employees properly trained and training documented? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Consultant:	Resident Engineer:	
City of Framingham Project Manager:		



## **Appendix A**

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Asbestos Cement Pipe Guidance Document: July 2019



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

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# Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

## **ASBESTOS CEMENT PIPE GUIDANCE DOCUMENT**

**July 2019**

**Prepared by the Bureau of Air & Waste**

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.  
TTY# MassRelay Service 1-800-439-2370  
MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

Printed on Recycled Paper

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## **I. Background**

The Massachusetts Department of Environmental Protection's (MassDEP's) asbestos regulation (310 CMR 7.15) protects public health and the environment by establishing safe handling practices for demolishing or renovating buildings and structures to prevent the release of asbestos fibers from asbestos-containing materials (ACM). MassDEP's regulations require notification as well as specific removal, handling, and disposal requirements for all ACM. These work practices include removing ACM prior to demolition or renovation activities, wetting the ACM before it is removed to prevent the release of asbestos dust, fully containing the work area (e.g., with plastic sheeting) and drawing air out of the containment through an air filtration unit equipped with a HEPA filter capable of capturing asbestos fibers, sealing the wetted Asbestos-Containing Waste Material (ACWM) in leak-tight containers with asbestos labeling, and properly disposing of the waste in a landfill permitted to accept ACM or ACWM.

Asbestos cement pipes often are found in underground utility conduits and municipal water, sewer and drainage systems. Asbestos cement pipes buried below ground are considered non-friable if they are in good condition. It should be noted that active asbestos cement pipe that is exposed and is not intended to be replaced or removed and is not disturbed by repair or replacement activities may remain in place and be backfilled.

## **II. Purpose**

This guidance document is based on the requirements in 310 CMR 7.15(12A) and explains how to safely remove, repair and dispose of asbestos cement pipes that are repaired or replaced in underground system networks owned by public and private utilities (e.g. water, sewer, electricity and gas). Its main purpose is to prevent the release of asbestos fibers into ambient air and to protect public health, safety, and the environment while removing, repairing and disposing of asbestos cement pipes.

This guidance document summarizes the requirements for underground asbestos-cement pipe that is owned by public and private utilities (e.g., pipes conveying drinking water, sanitary sewage, storm water, electricity, and gas).

This guidance document and 310 CMR 7.15(12A) only applies to asbestos-cement pipe. If at any time the owner or operator determines that the pipe they are repairing or replacing is not asbestos-cement pipe, they must comply with the applicable requirements of 310 CMR 7.15.

This document does not constitute "final agency action," and is not "regulation" as that term is used in M.G.L. c.30A. It may not be relied upon to create rights, duties, obligations or defenses, implied or otherwise, enforceable by any party in any administrative proceeding with the Commonwealth. In addition, this guidance does not exempt anyone from complying with any other applicable local, state or federal law,

including but not limited to: the United States Environmental Protection Agency (EPA) Asbestos National Emission Standards for Hazardous Air Pollutants (Asbestos NESHAP) regulation at 40 CFR part 61; the applicable United States Occupational Safety & Health Act (OSHA) standards at 29 CFR 1910 & 1926; and the Massachusetts Department of Labor Standards (DLS) regulation at 453 CMR 6.00.

### **III. Guidance Provisions**

#### ***a. Pre-Demolition/Renovation Survey***

MassDEP's asbestos regulation establishes that owners and operators (including contractors) are responsible for determining whether cement pipe in a particular utility conduit that will be repaired or replaced contains asbestos before starting demolition or renovation.

The methods described below can only be used at underground asbestos-cement pipe repair/replacement work conducted by public and privately-owned utilities or their contractors. Owners and operators who are not public or private utilities are subject to the survey requirements at 310 CMR 7.15(4) by employing or engaging an asbestos inspector to thoroughly inspect the pipe, including sampling and analysis for the presence of asbestos using approved EPA protocol.

An owner or operator (including utilities conducting pipe repair or replacement), must conduct a "thorough inspection" to determine the location and amount of any asbestos-containing pipe. A "thorough inspection" under 310 CMR 7.15(12A) shall be satisfied by one of the following three options:

- **Document Review:** The owner or operator shall review as-built plans or other documents identifying the content of particular cement pipes or pipe segments and any other material in the conduit that may be affected by a removal or repair project, provided that the documentation has been updated to reflect any repairs or alterations. "Other documents" may include analytical results from bulk sampling and asbestos analysis using an EPA-approved method, a manufacturer's Safety Data Sheet for the product as actually installed, or other irrefutable identifying information.
- **Visual Observation:** A person who has successfully completed a DLS-approved training course specific to asbestos cement pipe worker safety (e.g., the "8 hour OSHA Class II Asbestos Training: Asbestos Cement Pipe (ACP) Worker Safety" course) or another course similar in length and content that has been reviewed and approved in writing by DLS shall conduct a visual identification through field observations of the pipe to be worked on (e.g., the manufacturer's brand-label markings indicating transite material or

the source of the pipe).

- **Presumption of Asbestos Containing Material:** The owner or operator may presume that a pipe or pipe segment contains asbestos and manage any repairs or removals in accordance with this guidance and 310 CMR 7.15(12A).

If the pipe or pipe segment is not identified as asbestos cement pipe by one of the options listed above, then the owner or operator shall comply with the requirements of 310 CMR 7.15(4) by performing a survey if the pipe contains suspect asbestos-containing material.

The owner/operator of the utility system at which the asbestos cement pipe was removed, repaired or replaced must keep documentation of the pre-demolition/renovation survey, signed and dated by the person who conducted the inspection, for a minimum of two (2) years in the project file. The documentation must indicate what information was relied upon to determine whether the pipe contained asbestos. (See Attachment A for a Pre-Demolition/Renovation Survey Documentation template.)

### ***b. Notification***

A notification must be submitted to MassDEP for each asbestos-cement pipe project on an Asbestos Notification Form ANF-001/BWP AQ-04 in accordance with 310 CMR 7.15(6). The notification must be submitted at least ten (10) working days before starting asbestos cement pipe removal. The ANF-001/BWP AQ-04 and answers to frequently asked questions about filing notifications are available at:

<https://www.mass.gov/how-to/aq-04-anf-001-asbestos-removal-notification>

The asbestos notification is filed online using MassDEP's online notification system, eDEP: <https://edep.dep.mass.gov/>

If you cannot wait the requisite 10 working-day notification period prior to starting work, you will need to request an emergency waiver from the MassDEP regional office that covers the town in which the project is located. (See the response to question number 4 in the "Frequently Asked Questions" section of this guidance document for more details on how to obtain an emergency waiver.) The MassDEP staff person who approves an emergency waiver will provide a project-specific waiver number that must be entered on the notification form in the relevant field.

A notification fee, currently \$100.00, is required when filing an ANF-001/BWP AQ-04. However, asbestos abatements at property owned by cities, towns, counties, districts of the Commonwealth, municipal housing authorities, federally recognized Indian tribe housing authorities, state agencies, the

Massachusetts Bay Transportation Authority, and owners of owner-occupied residential properties with four or fewer units are exempt from this fee.

Owners and operators who are planning to remove or repair several pipe segments over a specific period of time may apply to MassDEP for approval of a “blanket notification”, which would cover the entire project for a time period not to exceed one (1) year. While individual ANF-001/BW AQ-04 forms would still need to be submitted for each segment of the work, the blanket approval would eliminate the ten working day advance notification requirement for the individual filings. Information regarding asbestos blanket notifications may be found at:

<https://www.mass.gov/how-to/aq-05-asbestos-blanket-notification-approval>

An application fee of \$200 is required for each application for a blanket notification approval.

### ***c. Licensing and Training***

DLS’s regulation (453 CMR 6.00) establishes requirements for the use of contractors and other asbestos specialists who are licensed or certified by that Department. Please call DLS for all licensing and training questions. Contact information can be found in the response to Question 28 in the attached Frequently Asked Questions.

In lieu of hiring a DLS-licensed asbestos contractor, an owner or operator conducting asbestos abatement activity on underground asbestos cement piping may hire contractors or other entities who have completed the “8 hour OSHA Class II Asbestos Training: Asbestos Cement Pipe (ACP) Worker Safety” course developed jointly by the MWWA and UCANE, or a course similar in length and content reviewed and approved in writing by DLS, provided that the owner, operator and contractor comply with the provisions and procedures described in this guidance document. To maintain one’s qualification, DLS requires that the contractor or other entity must complete 4-hour ACP Worker Safety Refresher Training at least every 5 years after the initial training.

### ***d. Specific Work Practice Requirements for Underground Asbestos-Cement Pipe.***

Owners/operators shall ensure the work practice standards listed below are followed:

1. Asbestos-cement pipe shall be handled in a manner that will minimize the risk of making it friable ACM or releasing asbestos dust into the environment.
2. At the start of work involving asbestos-cement pipe, owners/operators shall ensure that:
  - a. The asbestos-cement pipe shall be exposed with minimal disturbance.
  - b. Mechanical excavation shall not be used within six inches of the asbestos-cement pipe.

- c. The soil within six inches of the asbestos-cement pipe shall be uncovered by hand or with a shovel.
  - d. Once the pipe has been exposed, an assessment shall be made before proceeding to determine whether the asbestos-cement pipe is damaged, cracked or broken to determine whether the requirements of Section III.d.3. or 4. (below) apply to the asbestos abatement activity.
3. If the assessment shows that the asbestos-cement pipe is intact and not deteriorated:
  - a. Place 6 mil (0.006 inch) thick polyethylene sheeting under the asbestos cement pipe to prevent soil contamination.
  - b. Adequately wet the asbestos-cement pipe with amended water using surfactant or liquid soap before and during removal to avoid creating airborne dust.
  - c. Separate the asbestos cement pipe at the nearest coupling (bell or compression fitting).
  - d. Slide the asbestos-cement pipe apart at the joints (no saw cutting) or use other methods that do not cause the asbestos-cement pipe to break, become friable ACM or otherwise create the potential to release asbestos fibers.
  - e. Wrap wet asbestos cement pipe in two layers of 6 mil polyethylene sheeting, seal with duct tape and label (This may be done either in the trench or adjacent to the trench). Package any other asbestos-containing debris from the abatement in accordance with 310 CMR 7.15(7)(f)(3) – e.g., while wet, place debris in two plastic bags (six-mil minimum thickness each bag, one inside the other) or in leak-proof metal, plastic or plastic lined drums with locking lids.
  - f. If the trench is filled with water, the placement of polyethylene sheeting is not required.
4. If the asbestos-cement pipe is deteriorated or is not intact, or when the use of mechanical breakage with saws, snap or blade cutting, and/or tapping is necessary:
  - a. Place 6 mil (0.006 inch) thick polyethylene sheeting under the asbestos-cement pipe to prevent soil contamination.
  - b. Adequately wet asbestos-cement pipe with amended water where cutting or breaking will occur.
  - c. Saw cutting of asbestos-cement pipe shall only be conducted with a HEPA-shrouded vacuum attachment or wet cutting equipment, unless it is conducted within a small enclosure that isolates the area in which the saw cutting is being conducted to prevent the release of asbestos fibers to ambient air.
  - d. Wrap wet asbestos cement pipe in two layers of 6 mil polyethylene sheeting, seal with duct tape and label (This may be done either in the trench or adjacent to the trench). Package any other asbestos-containing debris from the abatement in accordance with 310 CMR 7.15(7)(f)(3) – e.g., while wet, place debris in two plastic bags (six-mil minimum thickness each bag, one inside the other) or in leak-proof metal, plastic or plastic lined drums with locking lids.

5. For activities that disturb friable ACM, no visible emissions shall be discharged to the outside air during the collection, processing, packaging or transporting of any ACM or ACWM.
6. Refer to Section “III.e.” of this guidance document for packaging, labeling, disposal, and record retention requirements.

### ***e. Packaging, Labeling, Disposal and Record Retention***

All ACWM must be packaged, labeled, transported, stored and disposed of in accordance with requirements specified at 310 CMR 7.15(15): Asbestos-containing Waste Material Packaging Requirements, 310 CMR 7.15(16): Asbestos-containing Waste Material Transport Requirements, 310 CMR 7.15(17): Asbestos-containing Waste Material Storage and Disposal Requirements, 310 CMR 7.15(18): Waste Shipment Records and Reports, and 310 CMR 19.061: Special Waste, including but not limited to the following:

- i. Place properly wrapped and labeled ACWM pipe as well as all other packaged ACWM and debris in a roll-off container(s), or covered trucks, trailers or vans that are lined with 2 layers of 6 mil polyethylene sheeting.
  - a. The container shall be an enclosed and sealed leak-tight container having proper labels and U.S. Department of Transportation placards as required.
  - b. If open-top roll-off containers are used, they must be properly sealed, labeled and secured inside a locked fenced area when they are not being loaded to prevent access by unauthorized personnel, and covered to prevent water accumulation.
- ii. Package, transport and dispose of ACWM in accordance with local, state, and federal regulations.
- iii. Complete waste shipment records must be retained for 2 years by the owner/operator of the facility that generated the ACWM.
- iv. Dispose of ACWM at a landfill permitted to accept ACWM.

**Please note:** “Bulk Loading”<sup>1</sup> of ACWM is not permitted without written approval from MassDEP - via approval of a Non-Traditional Asbestos Abatement Work Practice Application. (See BWP AQ-36 “Application for Non-Traditional Asbestos Abatement Work Practice Approval” <https://www.mass.gov/how-to/aq-36-non-traditional-asbestos-abatement-work-practice-approval> for information about how to apply for this permit.) Loading operations involving waste generated from asbestos cement pipe removal that is handled, packaged, labeled, containerized and stored/disposed of in accordance with Sections III.d. and III.e. of this guidance are not considered bulk loading

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<sup>1</sup> “Bulk Loading” means the placement of unconfined ACWM in a vehicle or container, such as a roll-off, dumpster or truck *in lieu* of packaging the ACWM in individual leak tight containers.[310 CMR 7.15(1) Definitions

and do not require a Non-Traditional Asbestos Abatement Work Practice Approval.

### ***f. Visual Inspection Requirement***

When asbestos cement pipe removal is repaired or replaced, the final visual inspection shall be performed by a person who has completed a DLS-approved training course specific to asbestos cement pipe worker safety (e.g., the “8 hour OSHA Class II Asbestos Training: Asbestos Cement Pipe (ACP) Worker Safety” course), or another course similar in length and content that has been reviewed and approved in writing by DLS).

The person conducting the final visual inspection shall:

- a. Inspect the work area to ensure there was no visible debris remaining:
  - i. In the excavation trench;
  - ii. In soil excavated from the trench;
  - iii. In the surrounding area adjacent to the trench after the removal of the asbestos cement pipe, and
  - iv. On any tools used during the removal/repair/replacement activities.
- b. Ensure that all ACWM has been removed for proper storage/disposal.

The person who conducted the final visual inspection shall sign and date the documentation of the final inspection, in a format provided by the Department, as evidence that the inspection was performed and that the condition of “no remaining visible debris” was met. Owners/operators shall keep such documentation at their regular place of business for two (2) years from the date of final visual inspection and provide it to the Department upon request. (See Attachment B for an example of a Post-Abatement Visual Inspection template.)

## **Frequently Asked Questions About Asbestos Cement Pipe Removal**

### **1. What is Asbestos? Is it hazardous to your health?**

Asbestos is a naturally occurring fibrous mineral consisting of any one of a number of silicates. Asbestos has been and is still used in a variety of products because of its physical properties, which make it resistant to heat, fire, and many caustic chemicals. Asbestos has been used extensively as fireproofing, an insulating agent, and for decorative purposes, among many other uses.

The physical properties that give asbestos its resistance to heat and decay are linked with several adverse human effects. Asbestos tends to break into a dust of

microscopic fibers. Because of their size and shape, these tiny fibers can remain suspended in the air for long periods of time and can easily penetrate bodily tissue when inhaled or ingested. Because of their durability, these fibers can remain in the body for many years.

Asbestos is known to cause asbestosis and various forms of cancer. **Asbestosis** is a chronic disease of the lungs that makes breathing progressively more difficult, and can lead to death. Cancer can result from breathing asbestos fibers and **lung cancer** is the most frequent. **Mesothelioma**, an incurable cancer of the chest and abdominal membranes, almost never occurs without exposure to asbestos. Asbestos-related diseases have a long latency period and may not show up until 10 to 40 years after exposure. Each exposure increases the likelihood of developing an asbestos-related disease.

## **2. How do I know whether cement pipes contain asbestos?**

Cement pipes used for public drinking water, waste water, roof drains or underground conduits may contain asbestos and should be handled in accordance with MassDEP's asbestos regulation (310 CMR 7.15) and the specific "Requirements for Underground Asbestos-Cement Pipe" (310 CMR 7.15(12A)) unless the owner possesses documentation based on sampling and analysis, in accordance with approved EPA test methods, that has shown that they do not contain asbestos. It is the obligation of anyone removing or repairing materials that contain asbestos to handle them in accordance with applicable laws and regulations. Ignorance or avoidance of this responsibility does not remove this obligation.

Up-to-date as-built plans, reviewed by the owner/operator, that accurately identify the material that pipes or pipe segments are made of can be relied on to confirm that the pipe contains asbestos.. Another acceptable method for determining whether a pipe or pipe segment contains asbestos is through visual identification in the field at the time of excavation, when the pipe material is readily identifiable by observing the manufacturer's brand-label (e.g. Johns-Manville Transite) or other markings on the pipe (e.g., indicating its source). This identification must be done by a person who has completed a DLS-approved training course specific to asbestos cement pipe worker safety (e.g. the "8 hour OSHA Class II Asbestos Training: Asbestos Cement Pipe (ACP) Worker Safety" course) or another course similar in length and content that has been reviewed and approved in writing by DLS). If up-to-date as-built plans are not available and a definitive visual identification cannot be made, the owner/operator can presume the cement pipe contains asbestos and handle it in accordance with this guidance.

## **3. Does MassDEP have to be notified prior to beginning an asbestos cement pipe removal or repair project?**

Yes, the owner/operator of a facility containing asbestos cement pipes must notify MassDEP ten working days before removing or repairing asbestos cement pipes. Notification is required no matter who is doing the removal/repair or how much

asbestos cement pipe is being removed or repaired. Please note that notification is required for repairs of asbestos cement pipe using tools that are considered “non-destructive” or “fail-safe” such as metal compression patches, wet tapping, etc. (See response to Question number 4 below for how to satisfy the notification requirement in the case of an emergency situation.)

#### **4. We have an emergency and the pipe(s) need to be repaired immediately. Can we make the necessary repairs prior to submitting notification to MassDEP?**

Yes, if MassDEP grants you an “emergency waiver.” Work can be performed right away by calling the appropriate regional MassDEP office and obtaining an emergency waiver of the ten (10) working day waiting period. To identify the regional office for the town in which your project is located, please go to the MassDEP website at the following URL: <https://www.mass.gov/service-details/massdep-regional-offices-by-community>. Simply call the service center and ask for the asbestos program staff, or call the asbestos program staff member listed in response to FAQ number 27 below. The MassDEP staff person who approves an emergency waiver will provide a project-specific waiver number that must be entered on the notification form in the relevant field.

If the emergency occurs after business hours or on a weekend, leave a detailed message including your contact information on voice mail for the MassDEP asbestos inspector’s voice mail and proceed with the repairs as detailed in this document. You should then follow up with MassDEP on the following business day. You will still be required to submit an asbestos notification form ANF-001/BWP AQ-04 within 24 hours of the removal.

In addition, you can conduct the work without the required ten working day notification period if you have a MassDEP approved asbestos blanket notification. Information regarding asbestos blanket notifications may be found under the heading “BWP AQ 05 - Application for Asbestos Blanket - Form and Guidance” at the following link: <http://www.mass.gov/eea/agencies/massdep/service/approvals/bwp-aq-05.html>.

#### **5. Is there a notification form I should use?**

Notification for asbestos cement pipe removal must be made by completing and submitting to MassDEP the MassDEP-approved Asbestos Notification Form ANF-001 (also known as BWP AQ-04). The Asbestos Notification Form is available on MassDEP’s web site at <http://www.mass.gov/eea/agencies/massdep/service/approvals/bwp-aq-04-anf-001.html> . The asbestos notification can be filed online via MassDEP’s website. See question number 10 below.

## **6. When must the notification be submitted?**

The regulations require that the notification must be submitted at least ten working days in advance of the start of the asbestos cement pipe removal project. “Working days” do not include Saturdays, Sundays, or any day that MassDEP offices are closed for business, such as legal holidays.

## **7. When does the ten working day waiting period begin and end?**

Your 10 working day waiting period will start when you submit your form, and you will receive an automatic notification that the submittal was received.

Please note that you must start work on the “start date” and end on the “end date” you indicate on the ANF-001. If you change the start date, you must revise your notification prior to the original start date indicated and allow for a full ten-day waiting period prior to the revised start date. If you need to start work sooner than ten days before the revised start date, call the MassDEP regional office to request an emergency waiver of the ten-day waiting period. (See Emergency Waiver information found at FAQ no. 4.) If you start and end work on the dates indicated in the original notification, but work intermittently within that period, that does not require a revision - simply notify the MassDEP regional office which days will not be performing work.

## **8. Will I be notified when I can begin the work?**

No. Unless MassDEP contacts you with a statement of deficiencies about your notification, you can begin work on the "project start date" you entered on the Asbestos Notification Form ANF-001. When completing the ANF-001, be sure that the "project start date" falls on or after the 10 working day wait period.

## **9. Is a fee required for filing an asbestos notification?**

The notification fee required by MassDEP regulations (310 CMR 4.00: Timely Action Schedule and Fee Provisions) for asbestos removal is \$100 per notification. A notification revision requires re-filing the notification and payment of a \$35 fee.

Please note: owners of owner-occupied residential properties with four or fewer units, cities, towns, counties, districts of the Commonwealth, municipal housing authorities, federally recognized Indian tribe housing authorities, state agencies and the MBTA are not subject to the asbestos notification fee. However, state agencies are subject to fees greater than \$100 (e.g., the \$200 Blanket Notification Approval application fee).

## **10. How do I submit the ANF-001 to the MassDEP?**

Notification must be made on a current version of the MassDEP Asbestos Notification Form (ANF-001), which satisfies the requirements of both MassDEP and

DLS regulations (See: <https://www.mass.gov/how-to/aq-04-anf-001-asbestos-removal-notification>.) Follow these steps:

1. If you have not already done so, register online with <https://edep.dep.mass.gov/edep/>. Select “New User” and complete the required steps. It should take no more than five minutes to complete the registration process, and you can begin online filing of your notifications right away.
2. The eDEP Asbestos Notification Form and Instructions are available at: <https://www.mass.gov/guides/massdep-asbestos-construction-demolition-notifications>
3. When filing via eDEP, you will pay the fee online using a credit card. Please note that “fee decals” are no longer sold and cannot be used to file online.
4. When filing electronically through eDEP, your 10-working day waiting period will start when you submit your form, and you will receive an automatic notification that the submittal has been recorded.

#### *Troubleshooting*

If you get an error message after you click “Error Check & Next” at the end of the form that says “License # is not recognized,” please check to make sure you typed the DLS License and Certification Numbers for the asbestos contractor, on-site supervisor/foreman, project monitor, and asbestos analytical lab number correctly. (Please note: Only fill in the fields for the DLS license/certification #'s for questions 6-9 in Section A of the form. The fields with the corresponding names and addresses will be pre-populated when you click “Error Check & Next.”)

If the project does not require the use of a DLS-licensed asbestos contractor, then simply check off the appropriate boxes on the BWP AQ04 (ANF-001) PreForm and when you click “Error Check & Next,” it will automatically pre-populate the asbestos contractor and asbestos supervisor fields (i.e. questions 6 and 7) to reflect work by a “Non Licensed Removal.” For the project monitor and analytical lab information (i.e. questions 8 and 9) for this type of “Non Licensed Removal” situation, you can enter the DLS certification number in the appropriate data field if one of those disciplines will be used on the project. Or if those disciplines will not be used, then you can simply enter “N/A” in the DLS Certification data fields and leave the “Name” data fields blank.

If you still get an error message pop-up box, please contact the MassDEP data systems group: [BAW.eDEP@state.ma.us](mailto:BAW.eDEP@state.ma.us)

### *eDEP Features*

Use of the eDEP online notification system ensures that you are using the most current form, and that you have provided all required information. Filing your ANF-001 Notification online via eDEP helps avoid common mistakes. Furthermore, electronic filers can see all of the Construction/Demolition Notification Forms they have submitted on-line by clicking on the “My eDEP” tab in the upper left corner of your log-in screen. In the event that either the project start date or end date changes, triggering the requirement to file a notification revision, the simplest way to do this is by filing a notification revision online via eDEP. (See Question 10 for more information on filing notification revisions.)

If you are unable to use the eDEP online notification system to file your ANF-001, you may file an alternate format (e.g. a paper version of the ANF-001) by emailing a request to [BAW.eDEP@state.ma.us](mailto:BAW.eDEP@state.ma.us). Please include a phone number where you can be reached so that MassDEP can help you in your request. If you have any questions or desire further information about filing electronically through eDEP, please email your inquiry to [BAW.eDEP@state.ma.us](mailto:BAW.eDEP@state.ma.us).

### **11. Do I need to notify other government agencies in addition to the MassDEP?**

You may be required to notify the local Building Department, Fire Department, or Board of Health in the city or town where the asbestos is being removed. Always contact local officials to ask what notification or permits are required. Submittal of a complete ANF-001 to MassDEP satisfies **state** (both MassDEP and DLS) and **federal** notification requirements (e.g., EPA Asbestos NESHAP) for projects that will remove or disturb asbestos-containing material.

### **12. Do I need to hire an asbestos contractor to repair and/or remove asbestos cement pipe?**

DLS’s regulation (453 CMR 6.00) establishes requirements for the use of contractors and other asbestos specialists who are licensed or certified by DLS. Please call DLS for all licensing and training questions. Contact information can be found in the response to Question 28 in the attached Frequently Asked Questions.

In lieu of hiring a DLS-licensed asbestos contractor, an owner or operator conducting asbestos abatement activity on underground asbestos cement piping may hire Contractors or other entities who have completed the “8 hour OSHA Class II Asbestos Training: Asbestos Cement Pipe (ACP) Worker Safety” course or a course similar in length and content reviewed and approved in writing by DLS, provided that the owner, operator and contractor comply with the provisions and procedures that are described in this guidance document.

**13. Can I crush the asbestos cement pipe in the trench and place new pipe over it?**

No, crushing an asbestos cement pipe and leaving it in the trench is prohibited under 310 CMR 7.15. Further, the EPA has determined that backfilling and burial of the crushed asbestos cement pipe would cause these locations to be considered active disposal sites and therefore subject to the “Standard for Active Waste Disposal Sites” (40 CFR 61.154).

**14. Can I “ream” or “pipe burst” new water supply pipe through existing asbestos cement pipe?**

No, this is not allowed because reaming or pipe bursting through an existing asbestos cement pipe would cause the existing asbestos cement pipe to become crushed and “friable” (see response to question number 13 above).

**15. What if the trench is filled with water which prevents the placement of polyethylene sheeting below the asbestos cement pipe (as required in Section IV.d. – Handling Practices)?**

If the trench is filled with water, the placement of polyethylene sheeting is not required, as stated in Section III.d – Specific Work Practice Requirements. However, any visible debris must be managed in accordance with the requirements of Section III.e. – Packaging, Labeling, Disposal and Record Retention and III.f. – Visual Inspection Requirement.

**16. What should I do with the water in the trench?**

For work on the intact asbestos cement pipe(s), first try to pump the water out to a storm drain prior to any work. If there is substantial damage to the asbestos cement pipe and there are numerous pieces immersed in standing water, then the contaminated water should be pumped out and filtered through a 5 micron filter before the water is discharged.

**17. Am I required to remove asbestos cement pipe that will not be disturbed by repair or replacement activities?**

MassDEP only requires the removal of asbestos cement pipe that is exposed and will be disturbed during repair or replacement activities.

When a section of asbestos cement pipe is being repaired or replaced, the remaining portions of that pipeline are not required to be removed, provided that they are not exposed by excavation activity.

Additionally, if a section of asbestos cement pipe that is being actively used (e.g., a utility conduit) is exposed by excavation but will not be impacted by the repair or replacement work, it may be left in place and backfilled.

**18. Where can I obtain the packaging and labeling materials?**

The MassDEP-required asbestos warning labels and asbestos waste bags may be obtained from industrial supply houses, insulation supply houses, or may be purchased directly from licensed asbestos contractors. Polyethylene sheeting and duct tape are widely available from hardware, home supply and other stores.

**19. Can I store waste asbestos cement pipe?**

Asbestos cement pipe waste material that has been properly wetted, packaged in sealed, leak-tight containers, and labeled can be temporarily stored for up to thirty (30) days at a secure location on property owned or controlled by the owner or operator of the public/private utility system or at the place of business of the company/contractor removing asbestos-cement pipe from its site of origin. The storage location must be secured (e.g., storage in a locked fenced-in area) and maintained in accordance with all federal, state and local requirements. Contact local officials to determine if temporary storage of asbestos cement pipes is allowed in your municipality.

**20. Can I store unused “virgin” asbestos cement pipe?**

Unused (i.e. “virgin”) asbestos cement pipe that is still suitable for use is not considered an ACWM, and is therefore not subject to the ACWM storage limitations. Measures should be taken to ensure that stored virgin asbestos cement pipe does not become deteriorated by constant exposure to the elements. If virgin asbestos cement pipe deteriorates so that it is no longer suitable for use, then it would be considered ACWM and subject to all the applicable packaging, labeling, storage and disposal requirements at 310 CMR 7.15(15) – (18).

**21. Can I dispose of the asbestos cement pipes with my other solid waste?**

No. The asbestos cement pipes must be managed as a “Special Waste” (requiring proper packaging, labeling, and disposal) and in Massachusetts may only be disposed of at a facility that is permitted to accept ACWM under 310 CMR 19.061 (“Special Waste” regulation).

**22. How can I find a place to dispose of the asbestos cement pipes?**

The best option is to hire a waste hauler or asbestos contractor to transport the asbestos cement pipes to a disposal facility. Many waste haulers and asbestos contractors are familiar with various disposal facilities and frequently transport wastes to facilities permitted to accept ACWM.

You also can contact a landfill directly and arrange to transport the waste to the landfill yourself. ACWM can only be disposed at a solid waste landfill permitted to accept “Special Waste”, which in Massachusetts must be operated in accordance with regulatory requirements specified at 310 CMR 19.061, or in another state, in

accordance with the relevant “Special Waste” permit requirements. You should contact the facility in advance of transporting ACWM for disposal.

ACWM may not be sent to an incinerator or to a construction and demolition (C&D) debris processing facility in Massachusetts. Likewise, no Massachusetts transfer stations are permitted to accept ACWM.

### **23. How do I find an asbestos waste hauler?**

Asbestos waste haulers may be located by using any available internet search engine or by looking this topic up in the Yellow Pages. Try entering/looking under topics such as "rubbish," "waste" or "asbestos." Any firm hauling ACWM must be registered with the Federal Highway Administration’s Motor Carrier Division. Call the nearest regional MassDEP office for additional help.

### **24. Can I transport the waste asbestos cement pipes myself?**

Waste asbestos cement pipe that has been packaged and labeled in accordance with Section III.e. – Packaging, Labeling, Disposal and Record Retention, may be transported in a covered truck, trailer or van to a secured, temporary storage location at property owned or controlled by the pipe owner or operator or at the place of business of the company/contractor that removed the asbestos-cement pipe from the excavation, as outlined in question 19. If a van is used, the waste asbestos cement pipe should be transported in a compartment separate from the driver or passenger seats. A pickup truck bed should be covered with an impermeable tarpaulin cover and secured so that it does not allow the accumulation of rain water. The waste containers should not be loaded above the side rails in any truck or trailer.

### **25. Is there any paperwork required for transporting the waste asbestos cement pipes?**

Yes. 310 CMR 7.15(18): Waste Shipment Records and Reports requires that an asbestos Waste Shipment Record (WSR) document accompanies each shipment of ACWM. Waste hauling companies and/or asbestos removal companies can supply WSR forms. (A template for the WSR form is available at: <https://www.mass.gov/guides/massdep-asbestos-construction-demolition-notifications>). The WSR must be signed by each company or person involved with removal, transportation and disposal of the ACWM, including the facility owner or “generator” of the asbestos. The asbestos removal contractor may sign on behalf of the owner.

Pursuant to 310 CMR 7.15(18), if a completed copy of the WSR, signed by the disposal facility to acknowledge receipt of the waste shipment, is not received back by the generator within 35 days of the initial shipment, the generator must contact the transporter or disposal facility to determine the status of the waste shipment. This section of the regulation also requires the generator to notify the MassDEP regional office in writing if the generator does not receive a signed copy of the WSR from the disposal facility within 45 days of the date of shipment. The generator, the transporter, and the disposal facility must each retain a copy of the WSR signed by all

the parties for at least two years. You do not need to send a completed copy of the WSR to any regulatory agency, but MassDEP may request a copy of the WSR from any of the parties in the event of an inspection.

Additionally, transportation of asbestos (which is designated as a hazardous material for transportation) is regulated by the U.S. Department of Transportation (US DOT), which has established requirements for shipping documents, packaging, labeling, and vehicle placarding (49 CFR 173.1090): asbestos must be loaded, handled and unloaded in a manner that will minimize occupational exposure to airborne asbestos fibers released during transit. US DOT also requires that transporters carry identification papers for all quantities of asbestos greater than 1 pound. The Massachusetts state police enforce this requirement.

## **26. Does MassDEP have a document containing general information about asbestos?**

Yes. The “Asbestos Information and Resource Guide” is available <https://www.mass.gov/guides/massdep-asbestos-construction-demolition-notifications>. The guide includes contact information for various government agencies responsible for asbestos, a list of regulations governing asbestos, and general information about asbestos and asbestos removal.

## **27. How do I contact MassDEP for more information?**

For more information on asbestos or other environmental issues, please visit MassDEP’s website at [www.mass.gov/dep/about/contacts.htm](http://www.mass.gov/dep/about/contacts.htm) or contact the following MassDEP officials:

**Boston:** (For general information about asbestos policy/regulation and notification/fees) Mike Elliott at 617-292-5575 or [michael.elliott@mass.gov](mailto:michael.elliott@mass.gov)

**Central Region:** Gregg Levins at 508-767-2768 or [gregory.levins@mass.gov](mailto:gregory.levins@mass.gov)

**Northeast Region:** John MacAuley at 978-694-3262 or [john.macauley@mass.gov](mailto:john.macauley@mass.gov)

**Southeast Region:** Cynthia Baran at 508-946-2887 or [cynthia.baran@mass.gov](mailto:cynthia.baran@mass.gov)  
Emergency Waiver Hotline: 508-946-2882

**Western Region:** Marc Simpson at 413-755-2115 or [marc.simpson@mass.gov](mailto:marc.simpson@mass.gov)

## **28. How do I contact Massachusetts DLS?**

For information about DLS asbestos training, certification and/or licensing, contact:

Massachusetts Department of Labor Standards/Asbestos Program  
Charles Hurley Building  
19 Staniford Street, 2nd Floor  
Boston, MA 02114  
Phone: 617-626-6960, Fax: 617-626-6965, Web: [www.mass.gov/dols](http://www.mass.gov/dols)

## Template A: Pre-Demolition/Renovation Survey Documentation

### 1. Project Location:

\_\_\_\_\_  
(Street address, GPS coordinates or other location identification)

City/Town: \_\_\_\_\_, MA

### 2. Pre-Demolition/Renovation Survey

Survey Date: \_\_\_\_\_

MassDEP's asbestos regulation requires owners and operators (including contractors) to determine whether cement pipe in the utility conduit that will be disturbed contains asbestos. Please identify the information that was used to determine whether the pipe at this location contains asbestos by checking all applicable boxes:

Accurate, up-to-date as-built plans or other utility network documents. Specify title and revision date of the as-built drawing or other documentation:

\_\_\_\_\_  
 Visual identification/ field observations of exposed pipe. Specify manufacturer's brand-label marking (e.g. "Johns-Manville Transite") or other features used to identify composition/source of pipe:

\_\_\_\_\_  
 I was physically present at the location described above and personally observed the pipe or pipe segment when it was exposed and before it was removed, replaced and/or repaired.

Presumed that pipe contained asbestos.

Relied on representative samples that were analyzed at a certified laboratory.

Identify Laboratory and DLS certification number: \_\_\_\_\_

Date samples were collected: \_\_\_\_\_ Date of lab report: \_\_\_\_\_

Result of the analysis (% asbestos): \_\_\_\_\_

**Does the pipe (or pipe segment) that will be disturbed contain asbestos?**  Yes  No

**If "Yes", what is the MassDEP Asbestos Notification Number (ANF-001 Form)?** \_\_\_\_\_

### 3. Qualifications. Please check the applicable box:

I have successfully completed the "8 hour OSHA Class II Asbestos Training: Asbestos Cement Pipe (ACP) Worker Safety" course approved by the Massachusetts Department of Labor Standards (DLS), or a course similar in length and content reviewed and approved in writing by DLS; or

I am a DLS-certified Asbestos Inspector.

Name (please print): \_\_\_\_\_

Title/Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Template B: Post-Abatement Visual Inspection Documentation

### 1. Project Location/Identification:

\_\_\_\_\_  
(Street address, GPS coordinates or other location identification)

City/Town: \_\_\_\_\_ MA

MassDEP Asbestos Notification Number (ANF-001 Form): \_\_\_\_\_

### 2. Post-Abatement Visual Inspection

Date of Visual Inspection: \_\_\_\_\_

When any repair/removal of an asbestos cement pipe or pipe segment is complete, a visual inspection must be done before the trench is backfilled to confirm that ALL of the following conditions have been met. Please check each condition below to document that the visual inspection confirmed:

- No visible debris was present in trench.
- No visible debris was present outside of the trench (e.g. in excavated soils and the immediately surrounding area).
- No visible contamination was seen on tools.
- All Asbestos Containing Waste Material has been removed from the area for proper disposal.
- I was physically present at the location described above and personally conducted this inspection while the pipe or pipe segment was exposed and before the trench was backfilled.

### 3. **Qualifications.** Please check the applicable box:

- I have successfully completed the "8 hour OSHA Class II Asbestos Training: Asbestos Cement Pipe (ACP) Worker Safety" approved by the Massachusetts Department of Labor Standards (DLS), or a course similar in length and content reviewed and approved in writing by DLS; or
- I am a DLS-certified Asbestos Project Monitor.

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title/Company: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix B**

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MassDEP Regulations: 310 CMR 7.15

7.15: U Asbestos

(1) Definitions. The definitions set forth at 310 CMR 7.00 apply to 310 CMR 7.15 unless otherwise defined in 310 CMR 7.15(1). The following words and phrases shall have the following meanings as they appear in 310 CMR 7.15. If a term is defined both in 310 CMR 7.00 and in 310 CMR 7.15(1), then the definition in 310 CMR 7.15(1) applies for purposes of 310 CMR 7.15.

ADEQUATELY WET or ADEQUATELY WETTED means fixing or coating with water (or water to which a surfactant has been added), amended water or a remover-encapsulant, so as to prevent a friable condition and visible emissions. Material shall be considered adequately wetted where it has been fixed or coated with water (or water to which a surfactant has been added), amended water or a remover-encapsulant, so as to prevent a friable condition and visible emissions.

AHERA means the Asbestos Hazard Emergency Response Act, 15 U.S.C. 2646 *et seq.*, and the regulations promulgated thereunder, including 40 CFR Part 763.

AMENDED WATER means water to which a wetting agent has been added.

ASBESTOS means all asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite (amosite), anthophyllite, actinolite, and tremolite, and any other asbestiform minerals designated as asbestos by EPA in 40 CFR 61.141.

ASBESTOS ABATEMENT ACTIVITY means the removal, encapsulation, demolition, renovation, enclosure, repair, disturbance, handling, transportation, storage, or disposal of asbestos-containing material or asbestos-containing waste material or any other activity involving asbestos-containing material or asbestos-containing waste material that has the potential to result in a condition of air pollution. ASBESTOS ABATEMENT ACTIVITY does not include survey, sampling, analysis, monitoring, or visual inspection activities.

ASBESTOS ANALYTICAL SERVICES means services provided by a person certified by the Commonwealth pursuant to 453 CMR 6.08: *Certification and Other Requirements for Asbestos Analytical Services* which include, but are not limited to, the counting or enumeration of asbestos fibers in the air (air monitoring analysis) and the identification and quantification of asbestos in materials (bulk sample analysis) in connection with any asbestos hazard assessment, facility inventory, exposure measurement, abatement activity or associated activity.

ASBESTOS-CONTAINING MATERIAL (ACM) means any material containing 1% or more asbestos as determined by a laboratory using protocols set forth in the *Method for the Determination of Asbestos in Bulk Building Materials* found in EPA report EPA/600/R-93/116, or another method as directed by the Department. ASBESTOS-CONTAINING MATERIAL (ACM) includes, but is not limited to, sprayed-on and troweled-on materials applied to ceilings, walls, and other surfaces; insulation on pipes, boilers, tanks, ducts, and other equipment, structural and non-structural members; tiles; asphalt roofing or siding materials; or asbestos-containing paper.

ASBESTOS-CONTAINING WASTE MATERIAL (ACWM) means any ACM removed during a demolition or renovation project and anything contaminated with asbestos in the course of a demolition or renovation project including, but not limited to, asbestos waste from control devices, bags or containers that previously contained asbestos, contaminated clothing, materials used to enclose the work area during the demolition or renovation operation, and demolition or renovation debris. ASBESTOS-CONTAINING WASTE MATERIAL (ACWM) shall also include ACM on and/or in facility components that are inoperable or have been taken out of service and any ACM that is damaged or deteriorated to the point where it is no longer attached as originally applied or is no longer serving the intended purpose for which it was originally installed.

ASBESTOS CONTRACTOR means any person who has a valid license issued by the Commonwealth pursuant to 453 CMR 6.05: *Licensure of Asbestos Contractors* for the purpose of entering into or engaging in asbestos abatement activity.

ASBESTOS INSPECTOR means any person certified by the Commonwealth pursuant to 453 CMR 6.07: *Certification of Consultants* who identifies, assesses the condition of, or collects pre-abatement samples of ACM.

ASBESTOS PROJECT MONITOR means any person certified by the Commonwealth pursuant to 453 CMR 6.07 who:

- (a) Collects air and bulk samples and performs visual inspections for the purpose of determining asbestos project completion;
- (b) Collects environmental asbestos air samples for the purpose of assessing present or future potential for exposure to airborne asbestos; or
- (c) Functions as the on-site representative of the facility owner or other persons by overseeing the activities of the asbestos contractor.

ASBESTOS SURVEY REPORT means a written report resulting from a thorough inspection using EPA approved procedures and methods, or an alternate asbestos inspection method that has received prior written approval from the Department, to determine whether materials or structures to be worked on, renovated, removed or demolished (including materials on the outside of structures) contain asbestos.

BULK LOADING means the placement of unconfined ACWM in a vehicle or container, such as a roll-off, dumpster or truck in *lieu* of packaging the ACWM in individual leak tight containers.

CONTAINERIZE means to place into sealed containers which will prevent leakage of solids, including dust, and liquids.

DEMOLITION, for the purposes of 310 CMR 7.15, means the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

DISTURBANCE means a physical disruption of the matrix of an ACM which predisposes the material to release fibers or to generate asbestos-containing dust or debris.

DUMPING GROUND, for the purpose of 310 CMR 7.15, means a facility or place used for the disposal of ACWM from one or more sources which is not established or maintained pursuant to a valid site assignment and permit in accordance with M.G.L. c. 111, § 150A, 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities* or 310 CMR 19.000: *Solid Waste Management*.

EMERGENCY RENOVATION OPERATION means a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. EMERGENCY RENOVATION OPERATION includes operations necessitated by nonroutine failures of equipment.

ENCAPSULATION means the application of a coating or liquid sealant to ACM to reduce the tendency of the material to release fibers.

ENCLOSURE means the covering or wrapping of friable ACM in, under or behind air-tight barriers.

FACILITY means any dumping ground, or any installation, structure, building establishment or ship, and associated equipment.

FRIABLE means material that, when dry, can be crumbled, shattered, pulverized or reduced to powder by hand pressure.

FRIABLE ASBESTOS-CONTAINING MATERIAL (FRIABLE ACM) means any ACM, that, when dry, can be crumbled, shattered, pulverized or reduced to powder by hand pressure or any non-friable ACM that has been subjected to sanding, grinding, cutting, or abrading or has been crumbled, shattered or pulverized by mechanical means such as, but not limited to, the use of excavators, bulldozers, heavy equipment, or power and/or hand tools.

GLOVE BAG or GLOVEBAG means a manufactured plastic bag-type of enclosure with built-in gloves, which is placed with an air-tight seal around a facility component which permits ACM in or on the facility component to be removed without releasing asbestos fibers into the atmosphere.

HEPA FILTRATION means high efficiency particulate air filtration capable of filtering 0.3 micron particles with 99.97% efficiency.

INCIDENTAL MAINTENANCE PROJECT OR WORK means any asbestos abatement activity conducted in accordance with the applicable work practice standards set forth in 310 CMR 7.15 and which involves the removal or disturbance of:

- (a) 100 square feet or less of asbestos-containing floor tile and related asbestos-containing mastics; and/or
- (b) 32 square feet or less of asbestos-containing gypsum wallboard and/or joint compound.

LEAK-TIGHT means a condition under which solids, including dust, and liquids cannot escape or spill out of a container.

NON-FRIABLE means material that, when dry, cannot be crumbled, shattered, pulverized or reduced to powder by hand pressure.

NON-FRIABLE ASBESTOS-CONTAINING MATERIAL (NON-FRIABLE ACM) means any ACM that, when dry, cannot be crumbled, shattered, pulverized or reduced to powder by hand pressure and that has not been subjected to sanding, grinding, cutting, or abrading and has not been crumbled, shattered, or pulverized by mechanical means such as, but not limited to, the use of excavators, bulldozers, heavy equipment, or power and/or hand tools.

OSHA means the Occupational Safety and Health Administration of the United States Department of Labor.

OWNER-OCCUPIED, SINGLE-FAMILY RESIDENCE means any single unit building containing space for uses such as living, sleeping, preparation of food, and eating that is used by a single family which owns the property both prior to and after renovation or demolition. OWNER-OCCUPIED, SINGLE-FAMILY RESIDENCE includes houses, mobile homes, trailers, detached garages, houseboats, and houses with a “mother-in-law apartment” or “guest room”. OWNER-OCCUPIED, SINGLE-FAMILY RESIDENCE does not include rental property, multiple-family buildings, mixed use commercial/residential buildings or structures used for fire training exercises.

OWNER/OPERATOR means any person who:

- (a) has legal title, alone or with others, of a facility or dumping ground;
- (b) has the care, charge, or control of a facility or dumping ground, or
- (c) has control of an asbestos abatement activity, including but not limited to contractors and subcontractors.

RENOVATION, for the purposes of 310 CMR 7.15, means altering a facility or one or more facility components in any way, including the stripping or removal of ACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are “demolitions”.

SAMPLING means the process of obtaining portions of materials suspected of containing asbestos, including the taking of bulk portions of materials for analysis to determine composition, and the collection of air for the purposes of measuring the presence of asbestos.

SURVEY means any pre-demolition or pre-renovation activity undertaken at a facility for the purpose of determining the presence, location, amount, and condition of ACM or material assumed to contain asbestos. Activities including but not limited to the following do not meet the requirements for a survey pursuant to 310 CMR 7.15:

- (a) Inspections performed by employees or agents of federal, state or local government solely

for the purpose of determining compliance with applicable statutes or regulations; or  
(b) Inspections, surveillance and testing conducted for the purpose of compliance with AHERA.

SUSPECT ASBESTOS-CONTAINING MATERIAL means products that have a reasonable likelihood of containing asbestos based upon their appearance, composition and use. SUSPECT ASBESTOS-CONTAINING MATERIAL includes, but is not limited to, non-fiberglass insulation (e.g. pipe, boiler, duct work, etc.), cement/transite shingles, vinyl floor and wall tiles, vinyl sheet flooring, plaster, cement/transite pipes, cement sheets (corrugated and decorative), ceiling tiles, cloth vibration dampers or ductwork, spray-on fire proofing, mastic (flooring or cove base adhesive or damp proofing), and asphalt roofing or siding materials (shingles, roofing felts, tars, etc.).

VISIBLE DEBRIS means any visually detectable particulate residue, such as dust, dirt or other extraneous material which may or may not contain asbestos.

WASTE SHIPMENT RECORD means the shipping document, required to be originated and signed by the owner/operator, used to track and substantiate the disposition of ACWM.

WORK AREA means the area or location where any asbestos abatement activity or incidental maintenance work is being performed, including but not limited to: areas used for accessing the location where asbestos abatement, asbestos-associated project work or incidental work is being performed; areas used for the storage of equipment or removed materials related to asbestos abatement activity; and other areas of a facility or location in which the Department determines that such asbestos abatement activity has been or may be an actual or potential cause of a condition of air pollution.

WORK PRACTICE STANDARDS means the standards, procedures or actions for the removal, enclosure or encapsulation of asbestos, or for the demolition, renovation, maintenance or repair of facilities containing asbestos.

WORKING DAY means any day that the Massachusetts Department of Environmental Protection is open for business.

(2) Applicability.

- (a) 310 CMR 7.15 applies to any persons engaged in asbestos abatement activities or associated activities or actions set forth in 310 CMR 7.15(3), and to activities associated with such asbestos abatement activities, including, but not limited to, notifications, surveys, visual inspections, and recordkeeping.
- (b) Nothing in 310 CMR 7.15 shall relieve any person from complying with all other applicable federal, state and local laws and regulations, including, but not limited to, 42 U.S.C.A. § 7412 (the Clean Air Act) and 40 CFR, Part 61, Subpart M (the Asbestos National Emission Standard for Hazardous Air Pollutants); and M.G.L. c. 149, §§6A-6F (statutes authorizing the Department of Labor Standards to regulate asbestos) and 453 CMR 6.00: *The Removal, Containment or Encapsulation of Asbestos*.

(3) Prohibitions.

(a) No person shall:

1. Violate or cause, suffer, allow or permit a person to violate any requirement set forth in 310 CMR 7.15; or
2. Cause, suffer, allow, or permit any asbestos abatement activity which causes or contributes to a condition of air pollution; or
3. Cause, suffer, allow, or permit any asbestos abatement activity which poses an actual or potential threat to human health, safety and welfare or to the environment.

(b) No person shall prevent access to ACM for subsequent removal.

(c) No person shall spray ACM on any facility or facility component.

(d) No person shall apply an encapsulant to severely damaged or deteriorated ACM.

(e) No person shall install or reinstall asbestos-containing insulating material on a facility or facility component or install or reinstall a facility component that contains asbestos-containing insulating material.

(f) No person shall abandon or leave inoperable or out-of-service facility components that contain ACM, that are not in compliance with 310 CMR 7.15(3)(g), and are located above ground or have been exposed by excavation on site. Inoperable or out-of-service facility components containing ACM and located underground do not need to be removed unless they are disturbed or uncovered by excavation.

(g) No person shall fail to maintain ACM that is located above ground, in a facility or that is uncovered by excavation in good condition and serving the intended purpose for which it was originally installed.

(h) No person shall make, or cause any other person to make, any false, inaccurate, incomplete or misleading statement(s) in any notification or any other record or report submitted to or required by the Department pursuant to 310 CMR 7.15. Each owner/operator of a facility subject to any asbestos abatement activity shall notify the Department in writing immediately but in no event more than 24 hours after the discovery of any false, inaccurate, incomplete or misleading statement(s) in any such notification or other record or report submitted to or required by the Department pursuant to 310 CMR 7.15.

(4) Survey Requirements.

With the exception of the owner of an Owner-Occupied, Single-Family Residence who performs asbestos abatement activities at the owner's residence involving solely non-friable ACM, the owner/operator of a facility or facility component that contains suspect ACM shall, prior to conducting any demolition or renovation, employ or engage an asbestos inspector to thoroughly inspect the facility or facility component, or those parts thereof where the demolition or renovation will occur, to identify the presence, location, amount and condition of any ACM or suspect ACM and to prepare a written asbestos survey report. The survey shall identify and assess suspect ACM located in all areas that will be breached or otherwise affected by demolition or renovation activities, including, but not limited to wall cavities, areas above ceilings and under/between multiple layers of flooring. Public and private utility owners/operators of underground cement pipes in their system networks shall comply with the provisions of 310 CMR 7.15(12A)(b). in lieu of 310 CMR 7.15(4).

- (a) The written asbestos survey report shall describe the demolition or renovation operation to be undertaken and identify the types, amounts, condition and locations of all ACM present. The written asbestos survey report shall also include the following:
1. The date(s) of the survey of the facility;
  2. The printed name, business address, business telephone number, certification number and signature of the asbestos inspector who conducted the survey and prepared the report; and
  3. A description of the manner used to determine the sampling locations.
- (b) The written asbestos survey report shall also contain an inventory of the exact locations of the ACM or suspect ACM from which samples were collected, analytical results of all samples taken, the date(s) such samples were collected, the name(s) of the persons who provided asbestos analytical services, and a blueprint, site map, diagram or written description of the facility and locations(s) thereof subject to demolition or renovation. This documentation shall clearly identify each location subject to demolition and/or renovation and the corresponding footage (square and/or linear) of any ACM or suspect ACM in each location.
- (c) Any suspect ACM that is not sampled and tested for the presence of asbestos must be handled and disposed of as if it were ACM and must be identified as ACM in the asbestos survey report.
- (d) The owner/operator of a facility or facility component shall maintain a copy of the written asbestos survey report available at the facility for review by or submittal to the Department upon request at all times during the asbestos abatement activities and shall preserve and maintain such report at the facility for at least two years following the completion of said activities. If the facility is unstaffed or in the event that the facility is demolished, the owner/operator shall preserve and maintain the written asbestos survey report at its regular place of business.
- (5) Removal Requirements. The owner/operator of a facility or facility component shall:
- (a) Remove and dispose of any ACM in accordance with 310 CMR 7.15, prior to conducting any demolition and/or any renovation thereof; and
  - (b) Remove or encapsulate any friable ACM that has been or will be exposed or created as a result of any demolition or renovation, in accordance with 310 CMR 7.15(7).
- (6) Notification Requirements.
- Unless specifically exempted under the provisions of 310 CMR 7.15(6)(f), or if notification is being made under the terms of an approved facility blanket notification pursuant to 310 CMR 7.15(6)(j), the owner/operator of a facility or facility component shall notify the Department and obtain Department authorization prior to conducting any asbestos abatement activity, as follows:
- (a) Each owner/operator shall ensure that a fully completed asbestos notification form, including any applicable fee, is received by the Department at least ten working days prior to the commencement of the asbestos abatement activity;
  - (b) An asbestos notification form shall be deemed accepted by the Department unless the person submitting said asbestos notification form is notified in writing by the Department of deficiencies in the asbestos notification form within ten calendar days of the Department's receipt of said form;
  - (c) The Department's acceptance of said asbestos notification form shall constitute the Department's authorization for the asbestos abatement activity described in the asbestos

notification form to be conducted in compliance with all applicable provisions of 310 CMR 7.15;

- (d) The start date on the asbestos notification form shall encompass the time required for set-up of the area where such asbestos abatement activity will occur, including any pre-cleaning and installation of polyethylene sheeting required by 310 CMR 7.15(7)(c); and
- (e) Notification shall be made only by use of the Department approved asbestos notification form, and shall include all required information, be accompanied by the applicable fee, and be legible. An incomplete or illegible notification form will not be accepted and any asbestos abatement activity described therein will not be deemed authorized by the Department or in compliance with 310 CMR 7.15.
- (f) Notification Exemptions. The following activities shall not be subject to the notification requirements of 310 CMR 7.15(6)(a) through (e):
  1. Notification Exemption for Exterior Asbestos-Containing Cementitious Shingles, Sidings and Panels: The removal or disturbance of 100 square feet or less of exterior asbestos-containing cementitious shingles, sidings and panels, provided that the applicable requirements of 310 CMR 7.15(12) are met.
  2. Notification Exemption for Asbestos Incidental Maintenance Projects or Work: The removal or disturbance of asbestos-containing floor tile, and asbestos mastics or asbestos-containing gypsum wallboard/joint compound systems, provided that the applicable requirements of 310 CMR 7.15(13) are met.
  3. Notification Exemption for Owner of Owner-Occupied, Single-Family Residence: The owner of an Owner-Occupied, Single-Family Residence who performs asbestos abatement activities at the owner's residence involving solely non-friable ACM; provided that the abatement activity does not cause the non-friable ACM to become friable ACM and provided that the asbestos abatement activity is not required to be conducted by a Licensed Contractor pursuant to 453 CMR 6.00: *The Removal, Containment or Encapsulation of Asbestos*. This exemption does not apply to the removal or disturbance of greater than 100 square feet of exterior asbestos-containing cementitious shingles, siding and panels.
- (g) Notification Revision Procedures. Notification date changes shall be made as follows:
  1. The original start date on a notification form that has been submitted to and accepted by the Department in compliance with 310 CMR 7.15(6)(a) and (b) may be revised (i.e. moved forward or postponed), and asbestos abatement activity may start on said revised date provided that a revised notification form is received and accepted by the Department at least 10 working days prior to the new start date for the asbestos abatement activity and provided that the revision is properly submitted to and accepted by the Department prior to the start date for the asbestos abatement activity listed on the original notification form.
  2. If the asbestos abatement activity will end earlier than the end date listed on the original notification form, the Department must receive a revised notification form identifying the change no later than 24-hours prior to the revised end date for the activity.
  3. The asbestos abatement activity end date set forth in the original notification form may be extended to allow additional time to complete the specific asbestos abatement activity identified on the original notification. In such cases, the person who submitted the original notification form shall revise the original notification form and specify a new end date provided that the end date specified in the original notification form has not passed.

4. If asbestos abatement activities are not continuous and will occur at intermittent times within the notified asbestos abatement work period identified on the notification form, the person who submitted the original notification shall inform the applicable Department regional office in writing, via fax, email or hand delivery, of the specific dates and times when the asbestos abatement activities will suspend and resume. The person who submitted the original notification form shall provide the Department with such notice a maximum of 24 hours following suspension of work and a minimum of 24 hours prior to resuming asbestos abatement activities.
- (h) Multiple Building Abatements. Separate notification forms shall be submitted to and accepted by the Department at least ten working days in advance of any asbestos abatement activity for each building and/or structure in which asbestos abatement activities will occur.
- (i) Waiver of the Advance Notification Period.
1. The Department may approve, at its sole discretion, a waiver of the ten working day advance notification period under the following circumstances and situations:
    - a. demolition of a facility under an order of a state or local government agency issued because the facility is structurally unsound and in danger of imminent collapse; or
    - b. an emergency renovation operation.
  2. Requests for approval of an advance notification waiver shall be made to the applicable Department regional office.
  3. When approved by the Department, the waiver shall apply only to the ten working day advance notification period. All other requirements of 310 CMR 7.15 shall continue to fully apply to asbestos abatement activities for which such notification waiver has been approved.
  4. If the Department approves such a waiver, the person receiving the waiver shall provide notification regarding all asbestos abatement activities to the Department on the Department approved asbestos notification approval form (ANF 001) within 24-hours of commencement of the asbestos abatement activities, including set-up or on-site preparation activities.
- (j) Facility Blanket Notification. An owner/operator may apply to the Department for approval of a blanket notification covering multiple asbestos abatement projects for limited maintenance projects involving less than 10 linear feet of ACM on pipe or 25 square feet of ACM on other facility components at a facility; or for large scale planned asbestos abatement projects at a facility; or for work in individual contiguous utility system networks owned by public or private utilities involving up to 25 linear feet of ACM on pipe or up to 60 square feet of ACM on other facility components at a facility.
1. Blanket notification applications shall be submitted on Department approved forms, shall include all required information and any additional information requested by the Department, shall be accompanied by the appropriate fee, and shall be legible.
  2. Blanket notification approvals may be granted for a period not to exceed 12 months at the Department's discretion and when granted the terms of the approval shall be facility-specific.
  3. The Department's receipt and acceptance of a blanket notification application shall not constitute approval thereof. The Department will issue a written approval or denial of the application at its discretion.
  4. Individual notifications shall be submitted to the Department before the start of each project or project segment thereof conducted under an approved Facility Blanket

notification. The approval of an application for a Facility Blanket notification shall have the effect of waiving the ten working day advance notification period for each individual project or project segment conducted under said Facility Blanket approval. However, each approval of an application for a Facility Blanket notification shall establish an advance notification period that shall apply to the individual project(s) or project segment(s) conducted under that specific approval.

(7) General Asbestos Abatement Work Practice Standards.

Unless otherwise exempted under 310 CMR 7.15(9): *Requirements for Asbestos Glovebag Operations*; 310 CMR 7.15(10): *Requirements for the Removal of Asbestos-Containing Asphaltic Roofing and Siding Materials*; 310 CMR 7.15(11): *Requirements for Window Painting and/or Repair Work that Result in the Disturbance of Asbestos-Containing Glazing and Caulking Compounds*; 310 CMR 7.15(12): *Requirements for Exterior Asbestos-Containing Cementitious Shingles, Sidings and Panels*; or 310 CMR 7.15(13): *Work Practice Requirements for Asbestos Incidental Maintenance Projects*, the owner/operator of a facility or facility component where any asbestos abatement activity is conducted shall ensure that the work practice standards listed below are followed.

(a) No Visible Emissions. No visible emissions shall be discharged to the outside air during the collection, processing, packaging, or transporting of any ACM or ACWM.

(b) Required Use of Asbestos Contractors. Except as allowed by 453 CMR 6.14(1)(a): *Exception to Licenseing Requirement for Entities Conducting Response Action in their Own Facilities*, only asbestos contractors licensed pursuant to 453 CMR 6.00: *The Removal, Containment or Encapsulation of Asbestos* shall carry out asbestos abatement activities.

(c) Work Area Preparation Requirements to prevent emissions to the ambient air.

1. Shutdown of HVAC Systems. The facility heating, ventilation and air-conditioning (HVAC) systems in the work area shall be shut down, locked out and isolated.
2. Removal of Moveable Objects. All moveable objects shall be removed from the work area prior to commencement of asbestos abatement work. Items to be reused which may have been contaminated with asbestos shall be decontaminated by HEPA vacuuming or wet cleaning prior to their being removed from the work area.
3. Covering of Non-Moveable Objects. All non-moveable or fixed objects remaining within the work area shall be wrapped or covered with six mil thick (minimum) plastic sheeting and completely sealed with duct tape or the equivalent.
4. Isolation of Work Area. Prior to the commencement of any asbestos abatement activity, the work area shall be isolated in accordance with the requirements of 310 CMR 7.15(7)(c)4. to prevent emissions to the ambient air. The work area shall be isolated by sealing all openings, including but not limited to, windows, doors, ventilation openings, drains, grills, and grates with six mil thick (minimum) plastic sheeting and duct tape or the equivalent. For asbestos abatement activities defined at 310 CMR 7.15(1), large openings such as open doorways, elevator doors, and passageways shall be first sealed with solid construction materials, such as plywood over studding, which shall constitute the outermost boundary of the asbestos work area. All cracks, seams and openings in such solid construction materials shall be caulked or otherwise sealed, so as to prevent the movement of asbestos fibers out of the work area.
5. Covering of Floor and Wall Surfaces. Except as listed in 310 CMR 7.15(7)(c)5.a.-c., floor and wall surfaces shall be covered with plastic sheeting. All seams and joints shall be sealed with duct tape or the equivalent. Floor covering shall consist of at least two

layers of six mil thick plastic sheeting, with the edges up-turned to cover at least the bottom 12 inches of the adjoining wall(s). Wall covering shall consist of a minimum of two layers of four mil thick plastic sheeting. Wall covering shall extend from ceiling to floor and overlap the up-turned floor coverings without protruding onto the floor. Duct tape or the equivalent shall be used to seal the seams in the plastic sheeting at the wall-to-floor joints.

- a. Exception to Covering Requirement Where Surfaces Are Impervious. Compliance with 310 CMR 7.15 (7)(c)5. is not required where floors and walls are covered by ceramic tile or other impervious materials that are free from holes, drains, cracks, fissures or other openings and which may be thoroughly decontaminated by washing at the conclusion of the work, provided that such action does not result in the passage of asbestos fibers from the work area.
  - b. Exception to Covering Requirement for Abatement Surfaces. Compliance with 310 CMR 7.15(7)(c)5. is not required for those floor, ceiling and wall surfaces from which asbestos coverings are removed.
  - c. Exception to Wall Surface Covering Requirement Where Glovebags are Used. Covering of wall is optional for asbestos abatement activities where glovebags are used as the sole means of removal or repair, provided that the work area is isolated in accordance with 310 CMR 7.15(7)(c)4, that all moveable objects in the work area are removed in accordance with 310 CMR 7.15 (7)(c)2, that immovable objects remaining in the work area are covered in accordance with 310 CMR 7.15(7)(c)3, and that all other relevant requirements of 310 CMR 7.15(7)(c)1 - 4 are met. Where glovebags are used, the floor of the work area shall be covered with a minimum of one layer of six mil-thick plastic sheeting.
6. Covering of Ceiling Surfaces. Ceiling surfaces within the work area shall be covered with a minimum of two layers of four mil thick plastic sheeting or shall be cleaned and decontaminated by wet wiping and HEPA vacuuming in accordance with 310 CMR 7.15(7)(f)4.

(d) Equipment Decontamination Requirements.

No equipment, supplies or materials (except properly containerized waste material) shall be removed from an asbestos work area unless such equipment, supplies or materials have been thoroughly cleaned and are free of asbestos debris. Where decontamination is not feasible, such materials shall be wrapped in a minimum of two layers of six-mil thick polyethylene sheeting with all joints, seams and overlaps sealed with duct tape or equivalent, or containerized in a metal, plastic or fiber drum with a locking lid. Said wrapped equipment, supplies or materials shall be labeled as being ACWM prior to removal from the work area. HEPA vacuums shall be emptied of contents prior to removal from the work area. Air filtration devices shall have used pre-filters removed and replaced with fresh filters prior to removal from the work area. Used HEPA filters and pre-filters shall be disposed of as ACWM.

(e) Requirements for Work Area Ventilation System.

1. A HEPA-filtered work area ventilation system shall be used to maintain a reduced atmospheric pressure of at least -0.02 column inches of water pressure differential within the contained work area.
2. The HEPA system shall be in operation at all times from the commencement of the asbestos project until the requirements of 310 CMR 7.15(8) have been met.

3. The ventilation equipment utilized shall be of sufficient capacity to provide a minimum of four air changes per hour and shall be equipped with an operating alarm system capable of indicating when the unit is not working properly, and utilizing a clean filter specified for that unit and capable of filtering 0.3 micron particles with 99.97 % efficiency.
    - a. No later than June 20, 2017 the operating alarm system shall be an audible and visual alarm system capable of indicating the unit is working properly, and utilizing a clean filter specified for that unit and capable of filtering 0.3 micron particles with 99.97 % efficiency.
  4. The HEPA system units shall be operated in accordance with Appendix J of EPA Guidance Document EPA 560/5-85-024.
  5. Make-up air entering the work area shall pass through the decontamination system.
  6. Exhaust air shall be HEPA-filtered before being discharged outside of the work area.
    - a. Exhaust air tubes or ducts associated with the work area ventilation system shall be free of leaks.
    - b. Whenever feasible, exhaust air shall be discharged to the outside of the building. If access to the outside is not available, exhaust air may be discharged to an area within the building, but in no case shall exhaust air be discharged into any occupied areas of the building or into any areas of the building which contain exposed or damaged asbestos.
  7. Exception to Work Area Ventilation System Requirement where Glovebags are Used. Compliance with 310 CMR 7.15(7)(e) is not required for asbestos abatement activities where glovebags are used as the sole means of abatement removal or repair.
- (f) Removal and Cleanup Requirements. Removal of ACM from facility components shall be conducted within the work area at the site of origin as described in 310 CMR 7.15(7)(f)1.- 5. below.
1. Wetting of ACM. Prior to removal, all ACM shall be adequately wetted with amended water. Amended water shall not be applied in amounts that will cause run-off or leakage of the water from the work area. Once removed, ACM shall be kept adequately wet until and after it is placed into containers pursuant to 310 CMR 7.15(15).
  2. Removal of ACM Being Removed As Units or in Sections. Facility component(s), covered or coated with ACM, being removed as units or in sections, shall be adequately wetted, carefully lowered to the floor level as units or sections and abated within the work area.
  3. Containerization of ACWM. All ACWM within the work area shall be promptly cleaned up and placed into leak-tight containers as described in 310 CMR 7.15(7)(f)3.a.- c. below. Containerized ACWM shall be removed from the work area at least once per shift and stored in secured, totally enclosed vehicles or containers that are designed, constructed, and operated to prevent spills, leaks, or emissions in accordance with 310 CMR 7.15(15), 310 CMR 7.15(16), and 310 CMR 7.15(17).
    - a. ACM and ACWM not containing components with sharp edges shall be containerized in two plastic bags (six-mil minimum thickness each bag, one inside the other) or in leak-proof metal, plastic or plastic lined drums with locking lids.
    - b. ACM and ACWM with sharp-edge components shall be contained in leak-proof metal, plastic or plastic-lined drums with locking lids or plastic lined boxes.

- c. Large components removed intact shall be wrapped in a minimum of two layers of six mil thick polyethylene sheeting with all joints and seams sealed with duct tape or equivalent, and labeled as ACWM prior to removal from the contained work area.
4. Clean-up. Following an asbestos abatement activity, all contaminated surfaces within the work area shall be decontaminated using HEPA vacuuming or wet cleaning techniques. All equipment and materials used and all surfaces from which ACM has been removed shall be decontaminated. An inch of soil shall be removed from dirt floors and disposed of as ACWM. Clean-up shall be to the level of no visible debris.
5. Removal of Work Area Barriers and Work Area Ventilation Systems. The conditions described in 310 CMR 7.15(7)(f)5.a – c. below shall be maintained until such time as the visual inspection requirements of 310 CMR 7.15(8) are met:
  - a. all work area barriers remain in place;
  - b. work area ventilation systems (if required) remain in operation; and
  - c. all other work practice standards established by 310 CMR 7.15 are met.

(8) Visual Inspection Requirements.

With the exception of the owner of an Owner-Occupied, Single-Family Residence who performs asbestos abatement activities at the owner's residence involving solely non-friable ACM, in addition to the specific asbestos abatement work practice standards set forth at 310 CMR 7.15(7), upon completion of an asbestos abatement activity, the owner/operator shall ensure that the following visual inspection procedures are performed for all asbestos abatement activities. The visual inspection shall be performed only by an asbestos project monitor. Public and private utility owners/operators of underground asbestos cement pipes in their system networks shall comply with the provisions of 310 CMR 7.15(12A)(d) in lieu of 310 CMR 7.15(8).

- (a) An asbestos project monitor shall inspect all surfaces within the work area for visible debris.
- (b) Should any visible debris be found in the work area, it shall be repeatedly cleaned by the asbestos contractor in accordance with 310 CMR 7.15 until there is no visible debris.

(9) Requirements for Asbestos Glovebag Operations.

The owner/operator of a facility or facility component where asbestos abatement activities involving glovebag operations are conducted shall ensure that the following requirements are met:

- (a) For activities that disturb friable ACM, no visible emissions shall be discharged to the outside air during the collection, processing, packaging or transporting of any ACM or ACWM.
- (b) Glovebags shall be used only on those facility components for which they are specifically designed and they shall not be modified for use on any other type of facility component. Glovebags shall be constructed of six-mil thick (minimum) plastic sheeting and be seamless at the bottom.
- (c) Glovebags shall be used only once and shall not be moved along the facility component from where they are initially applied.
- (d) The work area shall be isolated in accordance with 310 CMR 7.15(7)(c)5.c. and cleaned of visible debris by wet wiping or HEPA vacuuming prior to installation of the glovebag.
- (e) Glovebags shall be installed so as to form an airtight covering around the facility components on which they are to be used. Any friable ACM in the immediate area of glovebag installation shall be wrapped and sealed in two layers of six-mil (0.006 inch) thick plastic

sheeting or otherwise maintained intact prior to glovebag installation. All openings in the glovebag shall be sealed against leakage with duct tape or the equivalent material.

- (f) ACM shall be adequately wetted with amended water prior to its removal and shall be maintained in an adequately wet condition inside the glovebag.
- (g) Any ACM that has been exposed as a result of the glovebag operation shall be removed, encapsulated, or enclosed so as to prevent the leakage of asbestos fibers prior to the removal of the glovebag.
- (h) All surfaces inside the glovebag from which ACM has been removed and the upper portions of the glovebag itself shall be cleaned free of visible debris prior to removal of the glovebag.
- (i) Debris shall be isolated in the bottom of the glovebag by twisting the bag so as to form a closure in the middle. This closure shall then be taped around with duct tape or the equivalent. Air in the glovebag shall be exhausted with a HEPA vacuum cleaner prior to its removal.
- (j) Following removal from the facility component, the glovebag and its contents shall be containerized in accordance with 310 CMR 7.15(15) and 310 CMR 19.000: *Solid Waste Management*.

(10) Requirements for the Removal of Asbestos-Containing Asphaltic Roofing and Siding Materials.

- (a) If the requirements of 310 CMR 7.15(10) are followed, asbestos-containing asphaltic roofing and siding may be disposed of in any landfill permitted by the Department to accept solid waste pursuant to 310 CMR 19.000: *Solid Waste Management*. If the asbestos-containing asphaltic roofing and siding are not handled in accordance with this section or if the Department has determined that asbestos fibers may be released during handling, removal or disposal, then the materials shall be disposed of in a landfill that has obtained a special waste permit to accept asbestos wastes or is managing such wastes in accordance with 310 CMR 19.061: *Special Waste*.
- (b) Roof level heating and ventilation air intakes shall be isolated by covering the intakes with six-mil thickness plastic sheeting prior to the start of the removal work.
- (c) Asphaltic shingles and felts shall be removed intact to the greatest extent feasible.
- (d) Asphaltic shingles and felts that are not intact, or will be rendered non-intact shall be adequately wet during removal.
- (e) Where cutting machines are used in the removal of asphaltic shingles and felts, said cutting machines shall be equipped with a HEPA vacuum to capture dust produced by the cutting process. Cutting machines that are not equipped with a HEPA vacuum to capture dust produced by the cutting process shall only be used inside a work area for which containment sufficient to prevent visible emissions of fugitive dust to the ambient air has been established.
- (f) Where cutting machines are used in the removal of asphaltic shingles and felts, the material shall be adequately wetted throughout the cutting process.
- (g) Dust produced by power roof cutters operating on aggregate surfaces shall be removed by HEPA vacuuming. Dust produced by power roof cutters operating on non-aggregate, smooth surfaces shall be removed by HEPA vacuuming or wet wiping along the cut line.
- (h) Asbestos-containing shingles or felts shall not be dropped or thrown to the ground. Unless the material is carried or passed to the ground by hand, it shall be lowered to the ground by crane or hoist or transferred in dust-tight chutes.

- (i) Intact asphaltic shingles and felts shall be lowered to the ground prior to the end of each work shift. Non-intact asphaltic shingles and felts shall be kept adequately wet at all times while on the roof. Non-intact asphaltic shingles and felts shall be placed in an impermeable waste bag (six-mil thickness) or wrapped in plastic sheeting (minimum six-mil thickness), sealed with duct tape or the equivalent and lowered to the ground prior to the end of each work shift.
- (j) For activities that disturb friable ACM, no visible emissions shall be discharged to the outside air during the collection, processing, packaging or transporting of any ACM or ACWM.

(11) Requirements for Window Painting and/or Repair Work that Result in the Disturbance of Asbestos-Containing Glazing and/or Caulking Compounds.

- (a) A work area defined at 310 CMR 7.15(1) shall be established that extends outward from the exterior side of the building or facility where the window painting and/or repair work that will result in disturbance of asbestos-containing glazing and/or caulking compounds is to take place. Said work area shall be large enough to encompass all areas where dust, debris or waste generated during the operation are expected to accumulate and areas where there is a reasonable possibility that airborne levels of asbestos could be elevated, as well as any area occupied by equipment.
- (b) Windows, doors and other openings on the side of the building where the window repair/painting work that will result in disturbance of asbestos-containing glazing and/or caulking compounds is occurring shall be closed while the work is occurring and air conditioners on the same side of the building shall be turned off.
- (c) Tarpaulin or plastic sheeting shall be spread on the ground under the window(s) being painted or repaired. Said tarpaulin or plastic sheeting shall extend away from the edge of the building and to either side of the work area a sufficient distance to catch any debris generated by the work operation. Tarpaulin or sheeting shall be cleaned of accumulated debris no later than the end of each work shift.
- (d) If the entire sash is to be removed during painting or repair operations, window openings shall be sealed on the inside of the building with six-mil thickness polyethylene sheeting in a manner sufficient to prevent leakage of dust or debris to interior spaces. Where less than an entire sash is to be replaced, covering and sealing of interior surfaces of the sash that encompasses the area of the panes being worked on may be performed in *lieu* of sealing the entire sash.
- (e) Prior to commencing removal or repair of asbestos-containing glazing compound or caulk, the exterior and interior window well and sash areas shall be pre-cleaned by HEPA-vacuuming and/or wet wiping.
- (f) Asbestos-containing glazing compound and caulk shall be adequately wet with amended water prior to removal or repair. All pieces or particles of glazing compound and caulk shall be removed using a HEPA vacuum and/or using a wet wipe collection method.
- (g) The work area, including ground covers and equipment, shall be cleaned of visible debris at the end of each workday.
- (h) Upon completion of the removal of the asbestos-containing glazing compound and/or caulk, the sash and sill areas shall again be cleaned by HEPA-vacuuming and/or wiped with a wet sponge or cloth. Polyethylene sheeting (where used) shall be removed from the interior of

the window and disposed of as ACWM in accordance with 310 CMR 7.15(15) through (18), and the window well shall be cleaned by HEPA-vacuumping and/or wet wiping.

- (i) All equipment utilized in the work operation shall be cleaned of visible dust and debris by HEPA-vacuumping and/or wet wiping prior to removal from the work area. Wet wipes shall be managed as ACWM.
- (j) The tarpaulin or plastic sheeting below the window(s) shall be cleaned of visible dust and debris by HEPA-vacuumping and/or wet wiping. Dry sweeping shall not be allowed. Ground covers that are free of visible debris and dust may be re-used or disposed as solid waste in accordance with 310 CMR 19.000: *Solid Waste Management*.
- (k) Barrier tape may be disposed as solid waste in accordance with 310 CMR 19.000.
- (l) If disposable protective clothing is used, it shall be disposed as ACWM in accordance with 310 CMR 7.15(15) through (18).
- (m) Wetted window caulking and glazing and other ACM shall be collected and sealed into a six-mil plastic bag that is placed in a leak-tight container for disposal as ACWM in accordance with 310 CMR 7.15(15)-(18).
- (n) If an entire sash is to be removed and disposed of as ACWM, then the adequately wetted sash shall be removed intact, wrapped in a minimum of two layers of six-mil thick polyethylene sheeting with all joints and seams sealed with duct tape.
- (o) At the conclusion of the work, the work site shall be inspected for paint dust or chip debris and asbestos-containing glazing compound or caulk. The work area shall be re-cleaned until no such debris is found.
- (p) All waste shall be labeled as ACWM prior to removal from the work area.
- (q) Visual inspection of the work area required by 310 CMR 7.15(8) above shall be conducted by a person who has completed the asbestos operations and maintenance projects worker training specified in 453 CMR 6.00: *The Removal, Containment or Encapsulation of Asbestos*.
- (r) For activities that disturb friable ACM, no visible emissions shall be discharged to the outside air during the collection, processing, packaging, or transporting of any ACM or ACWM.

(12) Requirements for Exterior Asbestos-Containing Cementitious Shingles, Siding and Panels.

- (a) Asbestos cement shingles, siding and panels shall not be broken, sanded, sawed or drilled at any time during removal or subsequent handling.
- (b) Tarpaulin or plastic sheeting shall be spread on the ground under the areas where the shingles, siding or panels are being removed. Said tarpaulin or plastic sheeting shall extend away from the edge of the building and to either side of the work area a sufficient distance to catch any debris generated by the work operation. Tarpaulin or sheeting shall be cleaned of accumulated debris no later than the end of each work shift.
- (c) Openings on the side of the building where the asbestos abatement activities are taking place shall be closed or sealed with polyethylene sheeting and duct taped in a manner sufficient to prevent leakage of dust or debris to interior spaces.
- (d) Nails securing shingles shall be cut or pulled to allow intact shingle removal. Cementitious asbestos-containing shingles, siding and panels shall be removed whole and intact to the greatest extent feasible. Methods likely to break shingles, siding or panels during removal shall not be used.

- (e) Each panel, siding or shingle shall be adequately wetted with amended water prior to removal.
- (f) Shingles, siding or panels shall be carefully lowered to the ground in a manner to avoid breakage.
- (g) Removed shingles, siding or panels and associated debris shall be containerized in leak-proof metal, plastic or plastic-lined drums or boxes or wrapped with double thickness plastic sheeting (six-mil minimum thickness each layer) sealed with duct tape no later than the end of each work shift.
- (h) Uncontained asbestos cement shingles, siding or panels shall not be bulk loaded into a truck, dumpster or trailer for storage, transport or disposal.
- (i) For activities that disturb friable ACM, no visible emissions shall be discharged to the outside air during the collection, processing, packaging or transporting of any ACM or ACWM.

(12A) Requirements for Underground Asbestos-Cement Pipe.

(a) Applicability.

1. The requirements of 310 CMR 7.15(12A)(b) and (d) shall apply only to repair and replacement of underground asbestos-cement pipe that is owned and/or operated by public and private utilities (e.g., pipes conveying drinking water, sanitary sewage, storm water, electricity, and gas). Repair and replacement of all other underground cement pipe shall comply with the survey requirements at 310 CMR 7.15(4) and the visual inspection requirements of 310 CMR 7.15(8) if the pipe is found to be ACM.
  - a. Public and private utility owners/operators of underground asbestos-cement pipe covered by 310 CMR 7.15(12A) shall comply with all the requirements of 310 CMR 7.15(12A)(b) in lieu of 310 CMR 7.15(4), *Survey Requirements*.
  - b. Public and private utility owners/operators of underground asbestos-cement pipe shall comply with all the requirements of 310 CMR 7.15(12A)(d) in lieu of 310 CMR 7.15(8), *Visual Inspection Requirements*.
2. All owners/operators shall comply with all the requirements of 310 CMR 7.15(12A)(c) in lieu of 310 CMR 7.15(7)(c) and (e), *General Asbestos Abatement Work Practice Standards*, when conducting asbestos abatement activity involving underground asbestos-cement pipe.
3. All owners/operators shall comply with all other requirements of 310 CMR 7.15 when conducting asbestos abatement activity involving underground asbestos-cement pipe.

(b) Survey.

1. The public and private utility owner/operator shall thoroughly inspect the facility, facility component or any part thereof where the demolition or renovation will occur, to identify the presence, location and amount of any asbestos-cement pipe. If the pipe is not identified as asbestos-cement pipe, the owner/operator shall comply with 310 CMR 7.15(4). The thorough inspection shall be satisfied by one of the following:
  - a. As-built plans or other documents, reviewed by the owner/operator, identifying whether particular underground cement pipe or parts thereof that may be affected by a repair or replacement project is asbestos-cement pipe, provided that the documentation has been updated to reflect any repairs or alterations; or
  - b. Visual identification conducted by a person who meets the requirements of 310 CMR 7.15(12A)(b)2. through their field observations of the underground asbestos-cement

- pipe to be worked on, including, but not limited to the manufacturer's brand-label markings indicating transite material or the source of the pipe; or
- c. A presumption by the owner/operator that the underground cement pipe is asbestos-cement pipe.
  2. The survey in 310 CMR 7.15(12A)(b)1.b. shall be conducted by a person who has successfully completed a training course that has been approved in writing by the Department of Labor Standards, that specifically addresses, at a minimum, underground asbestos cement pipe and the survey requirements in 310 CMR 7.15(12A)(b).
  3. The person conducting the survey shall document in writing, in a format prescribed by the Department, the method used to determine whether the cement pipe to be worked on is an ACM, including, but not limited to, identification of specific documents, the specific features of the pipe that were visually observed and/or other information that was relied upon to make said determination. Owners/operators shall keep such documentation at their regular place of business for two (2) years from the date of the survey and provide it to the Department upon request.

(c) Specific Work Practice Requirements for Underground Asbestos-Cement Pipe.

Owners/operators shall ensure the work practice standards listed below are followed:

1. Asbestos-cement pipe shall be handled in a manner that will minimize the risk of making it friable ACM or releasing asbestos dust into the environment.
2. At the start of work involving asbestos-cement pipe, owners/operators shall ensure that:
  - a. The asbestos-cement pipe shall be exposed with minimal disturbance.
  - b. Mechanical excavation shall not be used within six inches of the asbestos-cement pipe.
  - c. The soil within six inches of the asbestos-cement pipe shall be uncovered by hand or with a shovel.
  - d. Once the pipe has been exposed, an assessment shall be made before proceeding to determine whether the asbestos-cement pipe is damaged, cracked or broken to determine whether the requirements of 310 CMR 7.15(12A)(c)3. or 4. apply to the asbestos abatement activity.
3. If the assessment shows that the asbestos-cement pipe is intact and not deteriorated:
  - a. Place 6 mil (0.006 inch) thick polyethylene sheeting under the asbestos cement pipe to prevent soil contamination.  
Adequately wet the asbestos-cement pipe with amended water using surfactant or liquid soap before and during removal to avoid creating airborne dust.
  - b. Separate the asbestos cement pipe at the nearest coupling (bell or compression fitting).
  - c. Slide the asbestos-cement pipe apart at the joints (no saw cutting) or use other methods that do not cause the asbestos-cement pipe to break, become friable ACM or otherwise create the potential to release asbestos fibers.
  - d. Containerizing the wet asbestos-cement pipe and other debris from the abatement in accordance with 310 CMR 7.15(7)(f)(3) may be done in the trench or adjacent to the trench.
  - e. If the trench is filled with water, the placement of polyethylene sheeting is not required.
4. If the asbestos-cement pipe is deteriorated or is not intact, or when the use of mechanical breakage with saws, snap or blade cutting, and/or tapping is necessary:

- a. Place 6 mil (0.006 inch) thick polyethylene sheeting under the asbestos-cement pipe to prevent soil contamination.
  - b. Adequately wet asbestos-cement pipe with amended water where cutting or breaking will occur.
  - c. Saw cutting of asbestos-cement pipe shall only be conducted with a HEPA-shrouded vacuum attachment or wet cutting equipment, unless it is conducted within a small enclosure that isolates the area in which the saw cutting is being conducted to prevent the release of asbestos fibers to ambient air.
  - d. Wrap wet asbestos cement pipe in two layers of 6 mil polyethylene sheeting, seal with duct tape and label (This may be done either in the trench or adjacent to the trench).
5. For activities that disturb friable ACM, no visible emissions shall be discharged to the outside air during the collection, processing, packaging or transporting of any ACM or ACWM.
- (d) Visual Inspection. The final visual inspection shall be satisfied by complying with the following requirements:
1. The visual inspection shall be performed by a person who has successfully completed a training course, approved in writing by the Department of Labor Standards, that specifically addresses, at a minimum, underground asbestos-cement pipe and the requirements of the visual inspection in 310 CMR 7.15(12A)(d).
  2. The person conducting the final visual inspection shall:
    - a. Inspect the work area to ensure there was no visible debris remaining:
      - i. In the excavation trench;
      - ii. In soil excavated from the trench;
      - iii. In the surrounding area adjacent to the trench after the removal of the asbestos cement pipe, and
      - iv. On any tools used during the removal/repair/replacement activities.
    - b. Ensure that all ACWM has been removed for proper storage/disposal.
  3. The person who conducted the final visual inspection shall sign and date the documentation of the final inspection, in a format provided by the Department, as evidence that the inspection was performed and that the condition of “no remaining visible debris” was met. Owners/operators shall keep such documentation at their regular place of business for two (2) years from the date of final visual inspection and provide it to the Department upon request.

(13) Work Practice Standards for Asbestos Incidental Maintenance Projects or Work.

The owner/operator of a facility or facility component where an incidental maintenance project or work is conducted, as defined by 310 CMR 7.15(1), involving the removal or disturbance of asbestos-containing floor tile, or asbestos-containing gypsum wallboard/joint compound systems shall ensure that the following general work practice standards are met.

(a) General Work Practice Standards for Incidental Maintenance Projects or Work.

1. Barriers shall be constructed, as necessary, to insure that asbestos-containing dust released during work activities is contained within the work area. Glove bags, HEPA-shrouded tools and mini-enclosures are permitted in *lieu* of constructed barriers.

2. ACM shall be adequately wetted with amended water before it is disturbed, and it shall be kept adequately wet throughout the asbestos abatement activities until containerized in accordance with 310 CMR 7.15(7)(f)3.
  3. Where ACM is being removed, it shall be removed in an intact state to the greatest extent feasible.
  4. Where power tools are used to cut, chip or abrade an ACM, said power tools shall be equipped with HEPA-filtered local exhaust attachments specifically manufactured for the tools being used.
  5. Any friable ACM exposed as a result of the asbestos abatement activities shall be removed or, if in suitable condition, encapsulated.
  6. HEPA vacuuming or wet cleaning shall be used to decontaminate the work area and any equipment used in the work operation until all surfaces are free of visible debris. The use of compressed air or dry-sweeping is prohibited.
  7. HEPA vacuums shall be emptied and decontaminated in accordance with 310 CMR 7.15(7)(d).
  8. All surfaces within the work area shall be visually inspected for dust, debris and other particulates residue in accordance with 310 CMR 7.15(8). The work area shall be repeatedly cleaned until there is no visible debris.
- (b) Requirements for the Removal of Asbestos Floor Tile as Incidental Maintenance Projects or Work. Any person conducting an incidental maintenance project or work involving the removal of floor tile and related mastics shall presume that said materials contain asbestos unless the results from an asbestos bulk analysis or manufacturer's specifications indicate otherwise.
1. General Requirements:
    - a. Asbestos floor tile and related mastics being removed shall not be sanded, dry-swept, dry-scraped, drilled, sawed, abrasive-blasted, mechanically chipped or pulverized during said removal work.
    - b. All furniture and other movable objects shall be removed from the work area before removal begins. All non-movable objects in the work area shall be wrapped or covered with four-mil (0.004 inch) (minimum) plastic sheeting. Plastic sheet coverings shall be completely sealed with duct tape or the equivalent.
    - c. The entire floor surface from which asbestos floor tile is to be removed shall be vacuumed with a HEPA vacuum prior to removal of the floor tile.
  2. Specific Requirements for Removal of Asbestos Floor Tile. In addition to the General Requirements of 310 CMR 7.15(13)(b)1. the following specific requirements for the removal of asbestos floor tile shall also be followed:
    - a. Floor tiles shall be adequately wetted with amended water prior to removal and kept adequately wet throughout the removal process.
    - b. Floor tiles shall be individually removed by prying upward with hand scrapers or similar hand-held tools in a manner which minimizes breakage. Removal with spud-bars, ice scrapers or similar implements is prohibited. Where tiles do not readily release from underlying mastic, the removal tool may be struck with a hammer to facilitate release. Floor tiles shall be removed in an intact state to the extent feasible.
    - c. Tile surfaces may be heated with a heat gun or other heat source to soften the adhesive and facilitate tile removal. Where heat is used to facilitate removal, the

- wetting of tile specified in 310 CMR 7.15(13)(b)2.a. above may be delayed until after release of the tile from the floor surface.
- d. Removed floor tiles and ACWM within the work area shall be promptly cleaned up and containerized while still adequately wet. Containerized ACM shall be removed from the work area at least once each working shift. Waste not containing components with sharp edges shall be containerized in two plastic bags (six-mil minimum thickness each bag, one inside the other) or in metal, plastic or fiber drums with locking lids. Floor tile with sharp edges and sharp-edged components likely to puncture the plastic bags specified above shall be contained in leak-proof metal, plastic or plastic lined drums or boxes.
  - e. Following containerization of floor tile and associated debris, the floor surface shall be HEPA-vacuumed while still wet and then allowed to dry.
  - f. Immediately after drying, the floor surface shall be HEPA-vacuumed again before the visual inspection required by 310 CMR 7.15(8) is performed.
- (c) Specific Requirements for the Removal or Repair of Asbestos-Containing Gypsum Wallboard and/or Joint Compound. Any person conducting an incidental maintenance project or work involving the removal of gypsum wallboard and/or joint compound shall presume that said materials contain asbestos unless the results from an asbestos bulk analysis or manufacturer's specifications indicate otherwise.
1. Where removal of sections of gypsum wallboard and/or joint compound is required, said sections shall be removed intact to the greatest extent feasible.
  2. Where gypsum wallboard and/or joint compound must be cut to allow removal or refitting of sections, only the minimum number of cuts necessary to accomplish said removal or refitting shall be permitted.
  3. Manually-operated tools or power tools fitted with HEPA-filtered vacuum attachments shall be used for the cutting or resurfacing of asbestos-containing gypsum wallboard and/or joint compound.
  4. Where manually-operated tools are used for the cutting or resurfacing of gypsum wallboard and/or joint compound, the area being cut shall be adequately wetted with amended water during the cutting operation.
  5. Dry sanding of asbestos-containing gypsum wallboard and/or joint compound during refinishing operations is prohibited; only wet sanding is permitted.
  6. Where holes of ½ inch or less in diameter are to be drilled through asbestos gypsum wallboard and/or joint compound, the area encompassing the hole shall be covered with a sufficient quantity of shaving foam to catch the generated chips and dust. Where holes of greater than ½ inch are to be drilled, the area being drilled shall be adequately wetted with amended water during the drilling operation.
- (14) Non-Traditional Asbestos Abatement Work Practice Approvals.
- (a) A person may apply to the Department to utilize Non-Traditional Asbestos Abatement Work Practices that result in the need to deviate from section(s) of 310 CMR 7.15 if one or more of the following circumstances or situations occur:
1. Demolition of a facility under an order of a state or local government agency issued because the facility is structurally unsound and in danger of imminent collapse;

2. Where ACM or ACWM was not accessible for testing and was, therefore, not discovered until after demolition began and, as a result of the demolition, the material cannot be safely removed;
  3. Where asbestos abatement activity is conducted as part of an emergency renovation operation;
  4. Where asbestos abatement activity is conducted to clean up and decontaminate a facility or portion of a facility as a result of:
    - a. asbestos abatement activities not conducted in compliance with 310 CMR 7.15, or
    - b. ACM deterioration that, if not immediately attended to, presents a safety or public health hazard;
  5. For a facility that is being renovated, where wetting would unavoidably damage equipment or present a safety hazard; or
  6. Bulk loading ACM and/or ACWM.
- (b) A Non-Traditional Asbestos Abatement Work Practice Approval, if granted, shall apply to a specific facility or facility component and shall be non-transferable.
- (c) The Department shall, in its sole discretion, only grant a Non-Traditional Asbestos Abatement Work Practice Approval, to the extent and for the duration of time during which the Department is persuaded that the activities allowed by the approval will:
1. result in no discharge of visible emissions to the outside air;
  2. keep ACM and ACWM adequately wet until it is placed and sealed into containers pursuant to 310 CMR 7.15(15);
  3. comply with all other applicable requirements of 310 CMR 7.15; and
  4. be consistent with the requirements of the laws and regulations cited in 310 CMR 7.15(2)(b).
- (d) Any person applying for a Non-Traditional Asbestos Abatement Work Practice Approval shall submit an application to the Department on a Department approved form. The application shall include:
1. a description of the need and justification for each requirement of 310 CMR 7.15 for which a deviation is sought;
  2. a description of each non-traditional work practice proposed;
  3. a demonstration that the deviations from 310 CMR 7.15 and alternatives proposed will not cause any visible emissions to the outside air and will not pose significant risk to public health, safety or the environment;
  4. all required information specified in the application form; and
  5. any additional information requested by the Department.
- (e) The application shall be accompanied by the applicable fee and shall be legible. An incomplete or illegible application will not be accepted or approved and shall not constitute compliance with these regulations.

(15) Asbestos-Containing Waste Material Packaging Requirements.

The owner/operator of a facility or facility component where any asbestos abatement activity is conducted shall comply with the following:

- (a) Adequately wet ACWM obtained from air cleaning equipment or from removal operations.
- (b) While adequately wet, containerize and seal the ACWM in leak-tight containers.
- (c) Label the containers with the following information printed in letters of sufficient size and contrast so as to be readily visible and legible:

DANGER  
CONTAINS ASBESTOS FIBERS  
MAY CAUSE CANCER  
CAUSES DAMAGE TO LUNGS  
DO NOT BREATHE DUST  
AVOID CREATING DUST

Prior to June 1, 2015, the containers may be labeled with the following information in *lieu* of the labeling requirements above:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD

- (d) In addition to the warning label requirement specified in 310 CMR 7.15(15)(c) above, each individual container and/or package of ACWM shall be labeled prior to being transported off the site of generation with the name of the waste generator, the location at which the waste was generated, and the date of generation.
  - (e) Bulk-loading of ACWM is not permitted without the Department's prior approval of a Non-Traditional Asbestos Abatement Work Practice Application.
- (16) Asbestos-Containing Waste Material Transport Requirements.
- (a) All ACWM shall be containerized pursuant to 310 CMR 7.15(15) prior to being transported.
  - (b) All ACWM shall be transported in totally enclosed vehicles or containers that are designed, constructed, and operated to prevent spills, leaks, or emissions.
  - (c) All ACWM shall be transported in conformance with 40 CFR Part 61 and applicable US Department of Transportation, OSHA and state and local regulations.
- (17) Asbestos-Containing Waste Material Storage and Disposal Requirements.
- (a) The owner/operator of a facility or facility component where any asbestos abatement activity is conducted shall ensure that all ACWM generated from any asbestos abatement activity is properly disposed of at a landfill approved to accept such material. If within Massachusetts, such sites must be operated in accordance with 310 CMR 19.000: *Solid Waste Management*. If outside Massachusetts, such sites must be operated in accordance with applicable state and federal asbestos and landfill laws and regulations of the receiving state.
  - (b) ACWM shall be stored only at:
    1. A location that is an approved refuse transfer station facility permitted or that is managing such wastes in accordance with 310 CMR 19.061: *Special Waste*; and/or
    2. The site of generation of the ACWM while the asbestos abatement activity is on-going and for up to 30 calendar days after completion of the asbestos abatement activity and the visual inspection requirements of 310 CMR 7.15(8) are met.
  - (c) No person shall dispose of ACWM at a location that is not a landfill approved to accept such material. If within Massachusetts, such sites must be operated in accordance with 310 CMR 19.000: *Solid Waste Management*. If outside Massachusetts, such sites must be operated in

accordance with applicable state and federal asbestos and landfill laws and regulations of the receiving state.

- (d) Intact and unbroken vinyl asbestos tile that is not coated with asbestos-containing mastic may be disposed of in any landfill permitted by the Department to accept solid waste pursuant to 310 CMR 19.000: *Solid Waste Management*.

(18) Waste Shipment Records and Reports.

- (a) All ACWM shall be shipped via asbestos waste shipment records on a Department approved form that includes, but is not limited to, the following information:
1. The name, address and telephone number of the owner/operator of the facility or dumping ground where asbestos abatement activities have occurred;
  2. The quantity and type (friable or non-friable) of the ACWM in cubic meters (cubic yards) and a description of the container used for shipment;
  3. The name, address and telephone number of the person who conducted any asbestos abatement activity;
  4. The name and telephone number of the disposal site operator;
  5. The name and physical location of the disposal site;
  6. The date transported;
  7. The name, address, and telephone number of the transporter(s);
  8. Certification by the owner/operator of the facility or dumping ground where asbestos abatement activities have occurred/where asbestos waste was generated that the contents of each shipment have been characterized, packaged, marked and labeled in accordance with 310 CMR 7.15;
  9. Signature of each transporter confirming the contents of each shipment are in all respects in the proper condition for transport according to applicable international, federal, state and local regulations;
  10. Signature by the receiving disposal facility confirming that: i) the quantity of ACWM listed on the waste shipment record is the same as the quantity accepted for disposal; and ii) it holds appropriate permits and/or authorizations to accept for disposal ACWM described on waste shipment records; and
  11. Such other information as the Department requires therein.
- (b) If a copy of the waste shipment record, signed by the owner/operator of the designated disposal site, is not received by the owner/operator of the facility or dumping ground where asbestos abatement activities have occurred/where the ACWM was generated within 35 days of the date the waste leaves the site of origin, the owner/operator of the facility or dumping ground where the asbestos abatement activities have occurred and/or where the ACWM was generated shall contact the transporter and/or operator of the designated disposal site to determine the status of the waste shipment.
- (c) The owner/operator of the facility or dumping ground where the asbestos abatement activities have occurred and/or where the ACWM was generated shall report, in writing, to the Department if a copy of the waste shipment record, signed by the owner/operator of the designated waste disposal site, is not received by the owner/operator of the facility or dumping ground where the asbestos abatement activities have occurred and/or where the ACWM was generated within 45 days of the date the waste was accepted by the initial transporter. The report shall include the following information:

1. A copy of the waste shipment record for which a confirmation of delivery was not received; and
  2. A cover letter signed by the owner/operator of the facility or dumping ground explaining the efforts taken to locate the asbestos waste shipment records in accordance with 310 CMR 7.15. Compliance with the foregoing reporting requirements shall not be construed to relieve the owner/operator of the facility or dumping ground of the obligation to maintain waste shipment records in accordance with 310 CMR 7.15.
- (d) The owner/operator of the facility or dumping ground where the asbestos abatement activities have occurred and/or where the ACWM was generated shall report, in writing, to the Department if the waste shipment record is modified after the date the waste is accepted by the initial transporter. The report shall include a description of the amendment or modification together with copies of the waste shipment record before and after amendment or modification.
- (e) The owner/operator of the facility or dumping ground where the asbestos abatement activities have occurred and/or where the ACWM was generated, the transporter, and the owner/operator of the designated waste disposal site shall retain a copy of all waste shipment records, including a copy of the waste shipment record signed by the owner/operator of the designated waste disposal site, for at least two years. All such parties shall furnish upon request, and make available for inspection by Department personnel, all records required under this section.

(19) General Enforcement Provisions.

In addition to the Department's enforcement authority under M.G.L. c.111 §§142A through O, M.G.L. c. 21A §16 and other applicable laws and regulations, the provisions of 310 CMR 7.15 are subject to the enforcement provisions of 310 CMR 7.52.

## **Appendix C**

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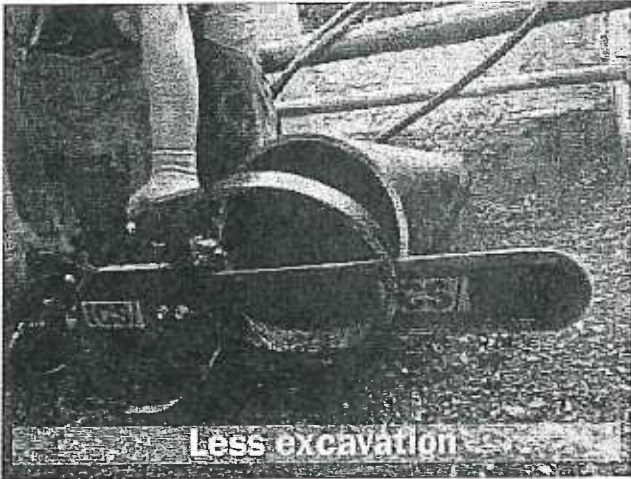
### ICS and WACHS GUILLOTINE SPECIFICATIONS



Change the way you cut pipe.  
Save Time. Save Money. Be Safe.

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**What is PowerGrit®?**

Utilizing a brazed layer diamond coating on a patent pending chain design, coupled with an extremely durable chain platform, PowerGrit technology provides dramatically improved access to the cut with far less excavation. Single-side access reduces excavation time, operator effort, and total time to complete the job.

**Product Benefits**

- Single-point access
- Reduces excavation
- Reduces labor time
- Reduced operator effort
- Easier to control while cutting
- Improved operator safety

**Materials**

- Ductile Iron Pipe
- Cast Iron Pipe
- PVC Pipe
- HDPE Pipe
- Insituform Pipe Lining



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Change the way you cut pipe.  
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### Frequently Asked Questions

What is PowerGrit® and how does it work?

What are the benefits of using PowerGrit?

How fast will a PowerGrit Utility Saw Chain cut?

How long will a PowerGrit Utility Saw Chain last?

How long does a guidebar last?

What kind of saw do I need to use PowerGrit Utility Saw Chain?

Will PowerGrit Utility Saw Chain cut concrete and asphalt?

What is the "Pipe Clamp"?

Why consider an alternative to the current methods for cutting ductile iron pipe?

What is the largest pipe diameter that can be cut?

Does the chain require water?

Does the chain require water lubrication if there is already water in the pipe or trench?

Is PowerGrit a directional chain?

Is it okay to cut with the tip of the bar in the dirt?

When does the chain need tightening?

What happens when the chain has reached end of life?

Can I cut a pipe full of water under pressure?

#### What is PowerGrit and how does it work?

PowerGrit is a patent-pending, diamond-coated Utility Saw Chain designed to grind through ductile iron, cast iron, PVC, HDPE and other types of pipe as well as a broad range of other hard materials.

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#### What are the benefits of using PowerGrit?

PowerGrit chain is faster, easier and safer than other methods.

- Reduced excavation time to access pipe
- Reduced labor required to dig under pipe
- Single position cutting access up to 24" (600 mm) diameter pipe, no need to access bottom of pipe
- Easier saw control, reduced operator effort during cutting
- Improved operator safety due to access, control and reduced rotational force
- Reduced potential for blade breakage

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#### How fast will a PowerGrit Utility Saw Chain cut?

Depending on the saw and other factors, including pipe wall thickness, hardness, operator experience and others, a PowerGrit chain can cut through a 10" (250 mm) ductile iron pipe in as little as 3 to 5 minutes.

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#### How long will a PowerGrit Utility Saw Chain last?

PowerGrit chains can last as long as 30 cuts through 10" (250 mm) ductile iron pipe.

Note: The number of cuts will vary depending on many factors, including pipe diameter, pipe wall thickness and/or hardness, position of the pipe in the trench, factors related to the saw, operator experience and more. PowerGrit chains being run on gas-powered saws may get as much as 50% less chain life than on hydraulic saws, depending on conditions. Cutting into materials surrounding the pipe can also reduce chain life, as can inadequate water supply to the saw.

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#### How long does a guidebar last?

A guidebar used with PowerGrit Utility Saw Chain should last through one to three chains depending on several factors including material being cut, operator experience, cutting into surrounding material, water pressure and others.

Note: Guidebars being used with PowerGrit Utility Saw Chain should be checked periodically and replaced if worn.

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**What kind of saw do I need to use PowerGrit Utility Saw Chain?**

PowerGrit Utility Saw Chain cannot run on a traditional or regular chain saw. This is due to the amount of horsepower required, the requirement for water to be pumped through the bar, and the other components required to run PowerGrit chain including FORCE4™ guidebars and sprockets. ICS offers two systems that meet these requirements; the 94cc gas powered 695F4/PG, and the hydraulically powered 880F4/PG.

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**Will PowerGrit Utility Saw Chain cut concrete and asphalt?**

It is not recommended that PowerGrit be used to cut concrete or asphalt. PowerGrit will cut concrete, asphalt and many other materials, but chain life may be reduced significantly compared to the life experienced when cutting ductile iron pipe. For best results, concrete and other aggregate materials should be cut with ICS diamond segment concrete-cutting chain.

[\[back to top\]](#)

**What is the “Pipe Clamp”?**

The PowerGrit pipe clamp was developed to take the weight of the saw from the operator, make the saw more stable and produce straighter, more accurate cuts. The clamp works on pipe from 4" to 12" (10-30 cm) in diameter depending on which saw and guidebars are used. Currently the pipe clamp is available for the 880F4/PG only. While cutting with the clamp has distinct benefits, PowerGrit can be used “free hand” or with the pipe clamp.

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**Why consider an alternative to the current methods for cutting ductile iron pipe?**

Safety, time and money. The most widely used method for cutting ductile iron pipe now is the gas powered “cut-off saw” with a circular abrasive or diamond blade. Maneuvering a circular blade around the outside of a pipe to complete a cut requires a large area be excavated to accommodate the saw and operator. The need to cut all the way around the outside of the pipe may require use of the saw in a non-ergonomic position, which can be very difficult.

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**What is the largest pipe diameter that can be cut?**

When cutting free-hand without use of the pipe clamp, there is no limit to the diameter of pipe that can be cut. If the pipe diameter is larger than the cutting length of the bar, it must be cut from two sides.

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**Does the chain require water?**

The chain requires approximately one gallon per minute (approx 4 liters) of water at 20 psi (1.5 bar) of water pressure. This can be supplied by a common home or building faucet, an on-site water truck or mobile tank. A small tank with a DC electric motor attached can be purchased inexpensively for the back of a pickup or ATV.

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**Does the chain require water lubrication if there is already water in the pipe or trench?**

Yes. The chain is lubricated and cooled with water through the guidebar which is the only way to ensure adequate surface cooling.

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**Is PowerGrit a directional chain?**

No, the chain can be mounted on the bar either direction.

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**Is it okay to cut with the tip of the bar in the dirt?**

Cutting with the tip of the bar in dirt will significantly increase chain stretch, increase cut times and reduce chain life. Further, the operator should always try to avoid cutting in the dirt or beyond the visible cutting area due to the possibility of making contact with other buried utilities and obstructions.

[\[back to top\]](#)

**When does the chain need tightening?**

PowerGrit chains tend to run better when slightly loose. It is normal for the drive-links to hang completely out of the bar. Tighten the chain when the drive-links hang more than 1/2 inch (12mm) below the bar. Remember that the chain should be able to be pulled around the bar by hand, otherwise it is too tight.

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**What happens when the chain has reached end of life?**

Cutting times will increase significantly and/or straight cutting may become difficult.

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**Can I cut a pipe full of water under pressure?**

Yes, PowerGrit offer the distinct advantage of being able to make a cut through a pipe full of water and under pressure. The chain

technology maintains a high cut speed, whereas competitive methods require the pipe to drain and pressure be relieved before continuing with cut.

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**E.H.WACHS®**

A Division of ITW

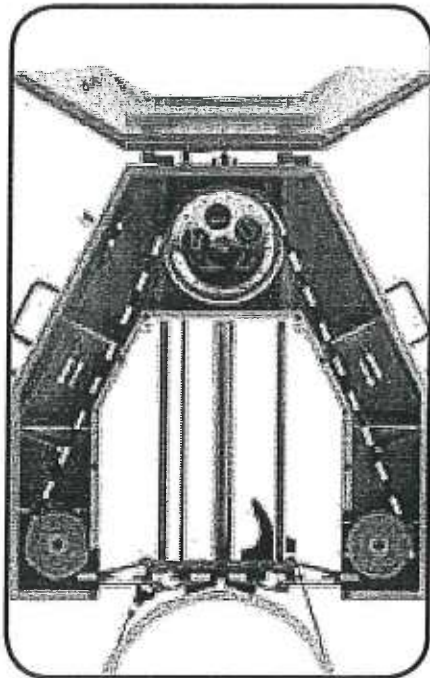
Superior Equipment. Complete Support.™

# DW Guillotine

## DIAMOND WIRE GUILLOTINE SAW

Patent  
Pending

*It won't cost  
you an  
Arm & Leg!*



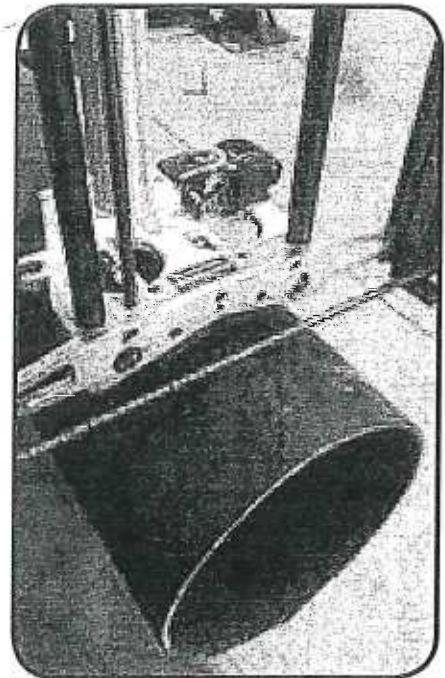
Motion of cutting media is limited by mechanical devices enclosed in the stainless steel housing, protecting the operator and preventing any uncontrolled movement of the tool.

### FEATURES

- Easy Operation and Setup of a Guillotine Saw with the cutting power of a Diamond Wire Saw
- Saw does all the work
- Reduces operator fatigue
- Less excavation required than traditional saws
- Mounts directly to pipe or beam for clean cuts
- Does not bind like traditional saws
- Cuts pipe and bar 4"-16" (100-400DN)
- Diamond Wire quickly cuts through a variety of materials including Steel, Ductile and Cast Iron

### STANDARD EQUIPMENT

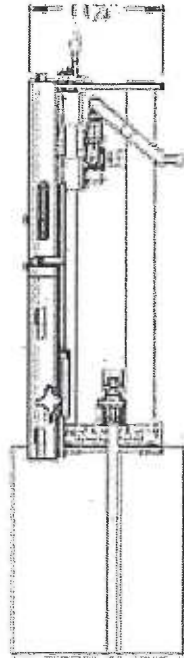
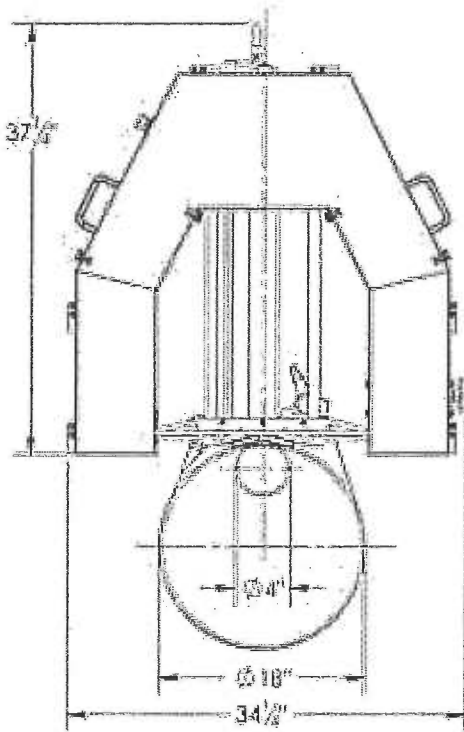
- (1) Hydraulic Diamond Wire Guillotine
- (1) High density diamond wire loop assembly
- (1) Shipping and Storage crate
- (1) Spray coolant and washdown system



Only the diamond wire cutting media penetrates the pipe so binding is not an issue when cutting pipelines with compressive loads.

### WACHS UTILITY PRODUCTS

455 Comanche Circle | Harvard, Illinois 60033 | 866.392.1060 | +1.815.943.4785 worldwide | +1.815.943.5098 fax  
[www.turnvalves.com](http://www.turnvalves.com)



Dry Weight: 75 lbs (34 kgs)

**SPECIFICATIONS**

**Cutting Wire:** Quick change continuous loop diamond wire cutting element

**Drive Options:**

Hydraulic drive: HTMA class II  
 8 GPM @ 2000 psi (30 LPM @ 137.9 bar)

**Machine Capacity:**

Cold cuts all pipe material

**Feed Rate:**

Variable based on workpiece material and density

**Installation Method:**

Standard mounting strap

**Controls:** Single crank, manual feed

Motor on-off

**Construction:**

Aluminum and Stainless Steel

**Clamping Pads:** User replaceable crush

resistant nylon clamping pads

**Included Accessories:**

Operating manual

**Finish:**

Natural Satin

**STATE OF THE ART**

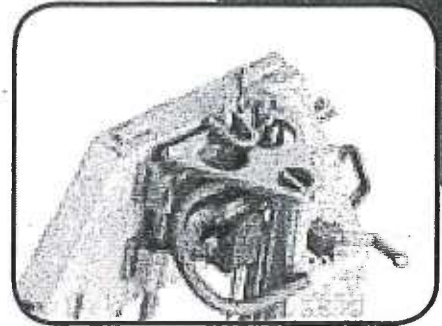
- Load-sensing feature increases wire life
- Feed pressure indicator shows stress on wire during operation
- Hand grips for two person mounting
- Single person operation
- Lightweight durable construction
- User replaceable clamp contact pads and wheel inserts
- Connects directly to Wachs TM-7 or standard HPU
- Mounts vertically or horizontally

**WARRANTY**

E.H. Wachs machine tools and their associated parts are warranted against defects in materials and workmanship for a period of twelve months from the date of purchase. E.H. Wachs expressly reserves the right to repair or replace only those parts which prove to have been defective at the time of purchase. This warranty becomes void if maximum flow and pressure ratings are exceeded.

# DW Guillotine

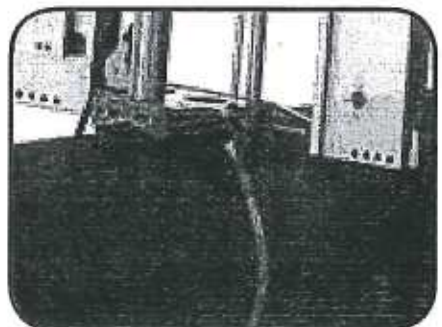
## DIAMOND WIRE GUILLOTINE SAW



Cutter feed motion is controlled by a feed screw and crank handle on top of the tool.



Feed pressure indicator shows wire stress and tolerance during operation



A nylon ratchet strap quickly secures the tool to the workpiece preventing slippage and movement

**CONTACT US TODAY FOR A DEMONSTRATION OR QUOTATION**

**E-mail:** [info@ehwachs.com](mailto:info@ehwachs.com)

**Telephone:** +1.815.943.4785

**Fax:** +1.815.943.5098

**Visit our website:** [www.turnvalves.com](http://www.turnvalves.com)

## **Appendix D**

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### DETERMINING FRIABILITY

### **Determining Friability**

**82. Q: Under the Asbestos Hazard Emergency Response Act (AHERA), what criteria must be applied to determine when a non-friable asbestos containing material is made friable?**

A: Non-friable asbestos-containing material is made friable if, when dry, it may be crumbled, pulverized, or reduced to powder by hand pressure.

**83. Q: If a non-friable component such as a piece of floor tile is broken into small pieces (0.25 inch squares or smaller) in a removal process and the resulting pieces still can't be reduced to powder by hand pressure, does the Environmental Protection Agency (EPA) still classify these pieces as non-friable and consider this removal process one that can be performed by unaccredited workers pursuant to the Asbestos Hazard Emergency Response Act (AHERA),?**

A: If floor tiling is removed by a method that does not render it friable (not able, when dry, to be crumbled, pulverized, or reduced to powder by hand pressure) then removal is not considered to be a response action that requires workers accredited under the Asbestos Model Accreditation Plan (MAP).

Environmental Protection Agency. (2016 December 21) "Asbestos Frequently Asked Questions". (pp. 28)  
Retrieved from [https://www.epa.gov/sites/production/files/documents/asbestosfaqs\\_0.pdf](https://www.epa.gov/sites/production/files/documents/asbestosfaqs_0.pdf)

## **Appendix E**

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NTWP TEMPLATE REPORT

**WORK PLAN**  
**FOR REMOVAL AND DISPOSAL**  
**OF ASBESTOS-CONTAMINATED SOIL**  
**CITY OF FRAMINGHAM DEPARTMENT OF PUBLIC WORKS**  
**FRAMINGHAM, MASSACHUSETTS**

Choose an item. [Click here to enter a date.](#)

**BACKGROUND**

- A. SCENARIO 1 - More than 3 CY of contaminated soil is observed within excavation or immediately adjacent to excavation.**

In the course of describe type of work (e.g., water line replacement, sewer line repair, etc., soil was observed to contain fragments of asbestos-cement pipe (ACP). The soil quantity observed requires the bulk loading of contaminated soil.

**OR**

- SCENARIO 2 - Soil is observed to contain ACP fragments after being loaded into DPW vehicle.**

After soil associated with describe type of work (e.g., water line replacement, sewer line repair, etc.. was loaded into a City of Framingham Department of Public Works (DPW) vehicle, it was observed to contain asbestos-cement pipe (ACP) fragments.

**OR**

- SCENARIO 3 - Off-site soil stockpile is observed to contain ACP fragments.**

On [Click here to enter a date.](#) City of Framingham Department of Public Works (DPW) personnel observed asbestos-cement pipe (ACP) fragments within the soil stockpile awaiting disposal characterization.

- B. Soil bulk loading activities shall be limited to the removal and disposal of approximately Insert Estimated Quantity cubic yards (CY) of ACP-fragment impacted soil present at Insert Address/Location.in Framingham, Massachusetts (the “Site”).
- C. Soil bulk loading activities are scheduled to begin immediately and will be performed by trained personnel as described below.

**DESCRIPTION OF WORK**

- A. The scope of work shall include bulk loading of approximately Insert Estimated Quantity CY of ACP-fragment impacted soil.
- B. Soil bulk loading activities are being performed in accordance with the United States Environmental Protection Agency (EPA), National Emission Standards for Hazardous Air Pollutants (NESHAP), Commonwealth of Massachusetts Department of Labor Standards

(MADLS), and Massachusetts Department of Environmental Protection (MassDEP) requirements.

- C. All soil bulk loading activities shall be performed by DPW personnel who have received the MADLS approved 8-hour OSHA Class II Asbestos Training: Asbestos-Cement Pipe (ACP) Worker Safety course.
- D. The Final Visual Inspection will be performed by DPW's Qualified Person who has completed the MADLS approved 8-hour OSHA Class II Asbestos Training: Asbestos-Cement Pipe (ACP) Worker Safety course.
- E. The Final Visual Inspection shall be documented and memorialized. DPW will provide a copy of this document to MassDEP.
- F. The following Table summarizes the types of asbestos-contaminated materials, locations, estimated quantities, and recommended methods of compliance.

Material Type	Location	Estimated Quantity	Recommended Removal Method

**WORK PROCEDURES**

- A. DPW shall submit all necessary notifications to the appropriate regulatory agencies (e.g., BWP AQ04/ANF-001 – Asbestos Removal Notification, BWP AQ06 – Construction/Demolition Notification (if applicable), & AQ36 – Non-Traditional Work Practice Approval, etc.).
- B. Asbestos warning signs shall be posted in accordance with OSHA Title 29 CFR, Part 1926.1101 at all approaches to the regulated work area. Signs shall be conspicuously posted to permit a person to read signs and take precautionary measures to avoid exposure to airborne asbestos fiber concentrations.
- C. Workers shall utilize disposable clothing (if applicable) and varied personal protective equipment (PPE) as required by the work task, including respiratory protection (if required) by selection chart established in OSHA (Title 29 CFR, Part 1926.1101) and MADLS (Title 453 CMR, Part 6.00) regulations.

**EQUIPMENT DECONTAMINATION**

- A. Hand tools and small equipment shall be decontaminated using disposable rags/towels and wet-wiping methods.

- B. Large equipment (e.g., dump trucks, excavators, backhoes, etc.) shall be decontaminated in a manner so that generated rinsate can be collected within the lined disposal dumpster, as appropriate.
- C. Disposable decontamination materials (e.g., rags, towels, etc.) shall be handled and disposed of as ACWM.

#### **SCENARIO 1 - ACP-FRAGMENT IMPACTED SOIL REMOVAL PROCEDURE**

- A. Bulk loading shall be conducted within a regulated work area; this will include the transfer of contaminated soil into a 10-mil, form-fitted, double-lined dumpster for disposal as asbestos-containing waste material (ACWM).
- B. The soil shall be kept adequately (i.e., continuously) wet during bulk loading activities that will transfer the soil to the lined dumpster. Appropriate wetting shall prevent visible dust emissions.
- C. Any equipment used during bulk loading activities shall be decontaminated over the lined dumpster so that all debris and rinsate can be collected, if appropriate.
- D. Following equipment decontamination, a DPW Qualified Person (the “Qualified Person”) shall perform a final visual inspection of the equipment to verify that a “no visible suspect debris” standard has been met.
- E. The ACP-fragment impacted soil must be disposed of appropriately in accordance with 310 CMR 7.15 and 310 CMR 19.000.
- F. Following abatement completion, final visual inspections will be performed by a Qualified Person. The Qualified Person shall perform a final visual inspection in the work area to comply with federal and state regulations. Final visual inspections shall be conducted to verify that the work area meets the “no visible suspect debris” standard.

#### **SCENARIO 2 - ACP-FRAGMENT IMPACTED SOIL REMOVAL PROCEDURE**

- A. The DPW dump-truck bed (containing ACP-fragment impacted soil) shall be securely covered by two layers of 6-mil poly prior to leaving the excavation site.
- B. The DPW dump truck shall be brought to the Framingham DPW yard (229 Arthur Street, Framingham).
- C. DPW personnel shall establish a regulated work area to restrict access to personnel directly involved in activities relating to the NTWP work.
- D. The ACP-fragment impacted soil shall be kept adequately (i.e., continuously) wet during all bulk loading activities included in these procedures. Appropriate wetting shall prevent visible dust emissions.
- E. The DPW dump truck shall be backed up a previously constructed ramp and the contents shall be dumped into a 10-mil, form-fitted, double-lined dumpster for disposal as ACWM.

- F The dump-truck bed shall be decontaminated while raised (and over the lined dumpster) so that all debris and rinsate can be collected.
- G Following soil transfer to the lined dumpster, a Qualified Person shall perform a final visual inspection of the regulated work area (including the dump-truck bed) to verify the regulated work area meets the “no visible suspect debris” standard. The final visual inspection shall be documented by the Qualified Person and kept on file with Framingham DPW.
- H Any equipment used during bulk loading activities shall be decontaminated over the lined dumpster so that all debris and rinsate can be collected, if appropriate.
- I Following equipment decontamination, a Qualified Person shall perform a final visual inspection of the equipment to verify that a “no visible suspect debris” standard has been met.
- J The ACP-fragment impacted soil shall be disposed of as ACWMin accordance with 310 CMR 7.15 and 310 CMR 19.000..

### **SCENARIO 3 - ACP-FRAGMENT IMPACTED SOIL REMOVAL PROCEDURE**

- A DPW personnel shall establish a regulated work area around the soil stockpile where ACP fragments were observed.
- B The ACP-fragment impacted soil shall be kept adequately (i.e., continuously) wet during all bulk loading activities included in these procedures. Appropriate wetting shall prevent visible dust emissions.
- C The entire soil stockpile shall be transferred from the ground into a 10-mil, form-fitted, double-lined dumpster for disposal as ACWM.
- D Following transfer of the soil stockpile to the lined dumpster, a Qualified Person shall perform a final visual inspection of the regulated work area to verify the regulated work area meets the “no visible suspect debris” standard.
- E Any equipment used during bulk loading activities shall be decontaminated over the lined dumpster so that all debris and rinsate can be collected, if appropriate.
- F Following equipment decontamination, a Qualified Person shall perform a final visual inspection of the equipment to verify that a “no visible suspect debris” standard has been met.
- G The ACP-fragment impacted soil shall be disposed of as ACWM in accordance with 310 CMR 7.15 and 310 CMR 19.000.

**WASTE DISPOSAL**

- A. The disposal of supplies, rags, disposable clothing, etc. shall be completed in accordance with MassDEP and EPA regulations.
- B. Insert Waste Hauler name and address. will be the waste transporter.
- C. Identify proposed disposal facility.is the proposed disposal facility. If the disposal facility changes, MassDEP shall be notified.
- D. The roll off container will have 2212 designated placards on all four sides before departing for the disposal facility.
- E. The roll off container liner shall also be labeled with the appropriate asbestos warning and generator labels.
- F. DPW will provide MassDEP with a copy of the Waste Shipment Record (WSR) the day it departs the DPW facility for disposal.
- G. Copies of all WSRs shall be provided to MassDEP within one week of receipt from the permitted landfill. WSRs shall be signed by the landfill operator upon receipt, and the quantity of ACWM leaving the Site and arriving at the landfill shall be acknowledged.
- H. All vehicles must be properly licensed to meet Commonwealth of Massachusetts Department of Transportation (MassDOT) requirements.

END OF PLAN

Work Procedure Prepared By:

**[Company Name]**  
**[Company Address]**

**Asbestos Designer: [ N a m e ]**  
**Certification No. [ ]**



## Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

### Management of Catch Basin Cleanings

Catch basin cleanings - solid materials such as leaves, sand and twigs removed from storm water collection systems during cleaning operations - are typically classified as a solid waste by the Department of Environmental Protection (MassDEP). Catch basin cleanings must be handled and disposed in accordance with the agency's applicable regulations, policies and guidance.

#### Handling & Disposal

Except as explained below, catch basin cleanings from storm water-only drainage systems may be disposed at any landfill that is permitted by MassDEP to accept solid waste.

MassDEP does not routinely require storm water only catch basin cleanings to be tested before disposal, unless there is evidence that they have been contaminated by a spill or some other means. Contaminated catch basin cleanings must be evaluated in accordance with [310 CR 30.000: Hazardous Waste Regulations](#) and handled as hazardous waste if appropriate.

Systems that collect storm water run-off into sanitary sewers are called "combined sewers." MassDEP may require cleanings from combined sewer catch basins to be tested before disposal.

#### Landfill Restrictions

The MassDEP [310 CMR 19.000: Solid Waste Management Facility Regulations](#) (specifically see Section 19.130(7)) prohibit Massachusetts landfills from accepting materials that contain free draining liquids. When there is no free water in a truck used to transport catch basin cleanings, the agency will generally be satisfied that the material is sufficiently dry. Otherwise, the material will need to undergo a Paint Filter Liquids Test.

One way to remove liquids is to use a hydraulic lift truck during catch basin cleaning operations so that the material can be decanted at the site. After material from several catch basins along the same system is loaded, the truck may be elevated so that any free draining liquid is allowed to flow back into the drainage structure.

MassDEP may approve catch basin cleanings for use as grading and shaping material at landfills undergoing closure (see the agency's Revised Guidelines for Determining Closure Activities at Inactive Unlined Landfill Sites for additional information). Catch basin cleanings may be used as daily cover or grading material at active landfills only with specific MassDEP approval of the proposed use.

Consult with the Solid Waste Section Chief in the appropriate MassDEP Regional Office for information about applying for an approval and/or a Beneficial Use Determination (see Section 19.060 for other uses, including non-landfill uses).



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

# Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Matthew A. Beaton  
Secretary

Martin Suuberg  
Commissioner

**REUSE AND DISPOSAL OF STREET SWEEPINGS**

**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**POLICY # BAW-18-001**

**(SUPERSEDES POLICY # BWP-94-092)**

This Policy provides guidance to the regulated community about the Department of Environmental Protection's requirements, standards, and approvals for handling reuse or disposal of street sweepings. This Policy supersedes Department Policy BWP-94-092.

5/14/18

Date

Christine Kirby  
Assistant Commissioner

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.  
TTY# MassRelay Service 1-800-439-2370

MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

Printed on Recycled Paper

**POLICY #BAW-18-001  
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## 1. Policy Statement and Scope

This Policy explains MassDEP requirements for managing Street Sweepings. Street Sweepings are “solid waste” subject to the Massachusetts solid waste regulations. The options for managing Street Sweepings are as follows.

- Use the Street Sweepings in accordance with the preapproved uses described in Section 4 of this policy.
- Use the Street Sweepings for a beneficial use not included in the list of preapproved uses after obtaining a permit from MassDEP under the provisions of the solid waste regulations, 310 CMR 19.060, Beneficial Use of Solid Wastes.
- Dispose of Street Sweepings at a permitted solid waste landfill.

## 2. Applicability

This policy applies to the reuse or disposal of Street Sweepings that are generated in the ordinary and customary cleaning of roadways and parking lots. This policy does not apply to catch basin cleanings or Street Sweepings mixed with catch basin cleanings or any other type of wastes. The disposal and reuse of catch basin cleanings is discussed in the “Management of Catch Basin Cleanings” Fact Sheet issued by the MassDEP (<https://www.mass.gov/lists/massdep-solid-waste-policies-guidance-fact-sheets>).

This policy does not apply to the material generated as the result of the clean-up of an oil or hazardous material spill. However, Street Sweepings that are generated in the ordinary and customary maintenance of roadways and parking lots are not exempt from the Hazardous Waste Regulations, 310 CMR 30.000, and must be handled as hazardous waste when they exhibit any of the characteristics of a hazardous waste. If there is no evidence of unusual contamination, MassDEP does not require Street Sweepings to be routinely tested, but, as is the case with any waste, the generator has the ultimate responsibility for determining whether the waste is a hazardous waste.

Although Street Sweepings are not considered soil, they may be managed under Policy #COMM-97-001, “Reuse and Disposal of Contaminated Soil at Massachusetts Landfills”, in accordance with Section 5.5 of this policy.

### 3. Definitions

This section contains definitions of the important terms used in this Policy.

*Department or MassDEP* means the Massachusetts Department of Environmental Protection.

*Parking lots* mean publicly or privately owned paved areas that provide access for the general public to park their car while patronizing retail or service businesses. Parking lots also include the paved areas used by the employees at office parks and businesses.

*Private way* means the strip of land over and under a privately owned, paved road or highway.

*Public way* means the strip of land over and under a publicly owned, paved road or highway and includes the publicly owned land adjacent to the road or highway.

*Street Sweepings* means materials consisting primarily of sand and soil generated during the routine cleaning of roadways or parking lots but may also contain some leaves and other miscellaneous solid wastes collected during street sweeping. Street Sweepings do not include the material generated during the clean-up of a spill or material from other structures associated with a roadway such as catch basins.

*Urban center roads* mean local roads in central commercial and retail business districts and industrial and manufacturing areas.

### 4. Handling

#### 4.1 Collection of Street Sweepings

Although MassDEP does not regulate the collection of Street Sweepings, collection practices should be compatible with intended uses. Keeping sweepings from Urban Center Roads separate from sweepings from other areas will provide the generator of the Street Sweepings with the most options under this policy.

This policy does not cover sweepings known to be contaminated by spills, and such sweepings should be collected separately and kept segregated. Depending on the contamination and circumstances, the handling of contaminated sweepings may be governed by the Massachusetts Contingency Plan, 310 CMR 40.0000, the Massachusetts Hazardous Waste Regulations, 310 CMR 30.000, the Massachusetts Site Assignment Regulations for Solid Waste Facilities, 310 CMR 16.00 or the Massachusetts Solid Waste Management Facility Regulations, 310 CMR 19.000.

#### 4.2 Storage

Street Sweepings shall be temporarily stored prior to use, only when the following conditions are satisfied:

- Storage must be:
  - at the site where the sweepings are generated (e.g. at a parking area that was swept);
  - at a location, such as a Department of Public Works (DPW) yard, that is under the control of the governmental entity doing the sweeping or has contracted for the sweeping; or,

- at other locations with prior written approval from the appropriate MassDEP Regional Office.
- The Street Sweepings shall be protected from wind and rain to the extent necessary to prevent dust, erosion, and off-site migration;
- The Street Sweepings shall not be stored within the 100 foot buffer zone of a wetland or within wetland resource areas including bordering vegetative wetlands and riverfront areas;
- The Street Sweepings shall not be stored within 500 feet of a ground or surface drinking water supply;
- Storage of the Street Sweepings shall incorporate good management practice and result in no public nuisance; and
- Storage of the Street Sweepings must be temporary. Street Sweepings shall be used within one year of collection unless the MassDEP Regional Office where the Street Sweepings are stored grants a written extension. An extension may be granted when it is demonstrated that all storage conditions will continue to be satisfied and the stored Street Sweepings will be put to a specific identified use prior to the expiration of the extension period.

#### **4.3 Preparation Prior to Use**

Solid waste, such as paper, auto parts and other trash, shall be removed from all Street Sweepings prior to use. Solid waste screened from the Street Sweepings shall be disposed of at a permitted solid waste facility. Leaves, twigs and other organic matter should also be removed when good engineering practice indicates this is necessary to produce a material that is suitable for the intended use.

### **5. Approved Uses, Restrictions & Conditions-No Prior Approval Needed from MassDEP**

This policy allows Street Sweepings to be used in several applications. An approval from MassDEP is not required when the restrictions and conditions are adhered to as identified in this policy. However, Street Sweepings shall not be used unless prior approval is obtained from the owner of the location where the sweepings are to be used.

#### **5.1 Use at Landfills**

Street Sweepings may be used for daily cover at permitted lined solid waste landfills and need no prior MassDEP approval if the Street Sweepings satisfy the requirements for daily cover material specified at 310 CMR 19.130(15). A list of active permitted solid waste landfills can be found on the MassDEP website.

#### **5.2 Use as Fill in Public or Private Ways and Parking Lots**

Street Sweepings may be used for fill in public and private ways and parking lots without prior approval from MassDEP only when the following additional restrictions and conditions are observed:

- The Street Sweepings have not been collected from Urban Center Roads (see definition);
- Any collection, storage, or preparation for use of the Street Sweepings shall be in accordance with Sections 4.1 and 4.2 of this policy.
- The Street sweepings have been screened to remove all debris and solid waste and all debris/solid waste screened from the sweepings shall be disposed at a permitted solid waste facility (see Section 8);
- The Street Sweepings are kept above the level of the groundwater;
- The Street Sweepings are not used in designated "No Salt Areas";

- The Street Sweepings are not used within the 100 foot buffer zone of a wetland or within wetland resource areas including bordering vegetative wetlands and riverfront areas;
- The Street Sweepings are not used within 500 feet of a ground or surface drinking water supply;
- In public ways the Street Sweepings are used under the paved road surface or, except in residential areas, as fill along the side of the road within the public way;
- In private roadways or in residential areas the Street Sweepings are used only under the paved road surface; and
- In parking lots the Street Sweepings are used only under the paved parking surface.

### **5.3 Use As an Additive to Restricted Use Compost**

Street Sweepings may be used as an additive to compost without prior written approval from MassDEP only when the following additional restrictions and conditions are observed:

- The Street Sweepings have not been collected from Urban Center Roads (see definition);
- Any collection, storage, or preparation for use of the Street Sweepings shall be in accordance with Sections 4.1 and 4.2 of this policy.
- The Street Sweepings have been screened to remove all debris and solid waste and all debris and solid waste screened from the sweepings is disposed at a permitted solid waste facility (see Section 8);
- The compost is used only along public ways and parking lot areas;
- The compost is not used in residential areas;
- The compost is kept above the level of the groundwater;
- The compost is not used in designated "No Salt Areas";
- The compost is not used within the 100 foot buffer zone of a wetland or within wetland resource areas including bordering vegetative wetlands and riverfront areas; and
- The compost is not used within 500 feet of a ground or surface drinking water supply.

### **5.4 Reuse as Anti-Skid Material**

Street Sweepings may be used as a component to anti-skid material (e.g. street sanding material) without prior written approval from MassDEP only when the following additional restrictions and conditions are observed:

- The Street Sweepings have not been collected from Urban Center Roads (see definition);
- Any collection, storage, or preparation for use of the Street Sweepings shall be in accordance with Sections 4.1 and 4.2 of this policy;
- The Street Sweepings have been screened to remove all debris and solid waste and all debris and solid waste screened from the Street Sweepings is disposed at a permitted solid waste facility (see Sections 8);
- The anti-skid material/Street Sweepings are not used in designated "No Salt Areas";
- The anti-skid material/Street Sweepings are not used within the 100 foot buffer zone of a wetland or within wetland resource areas including bordering vegetative wetlands and riverfront areas; and
- The anti-skid material/Street Sweepings are not used within 500 feet of a ground or surface drinking water supply.

The use of Street Sweepings as anti-skid material in accordance with this policy is not a determination of the efficacy of the material for this purpose. Proper engineering review should be done to ensure the material works as intended.

### **5.5 Reuse at Landfills Regulated Under MassDEP Policy #COMM-97-001**

Street Sweepings may be reused at a permitted Massachusetts landfill and need no prior written MassDEP approval if the sweepings have been adequately characterized pursuant to the MassDEP Policy #COMM-97-001 and the Street Sweepings have been screened to remove debris and solid waste.

All screened debris and solid waste removed from Street Sweepings shall be disposed of at a permitted solid waste facility. Street Sweepings for use at the landfill may contain only incidental, randomly dispersed, de minimis quantities of ash and/or Solid Waste as defined in 310 CMR 16.000 and 310 CMR 19.000, which collectively shall comprise less than 1% by volume of the Street Sweeping materials, as determined by visual inspections. Any Street Sweeping materials approved and brought onto the landfill property for use at the landfill shall contain no more than 5% (by volume) of Asphalt Pavement, Brick, and Concrete (“ABC”) material (as defined in 310 CMR 19.000), as determined by visual inspection. Any such material must measure less than 6 inches in any dimension.

Persons who wish to send Street Sweepings to a landfill must comply with MassDEP Policy #COMM-97-001 which requires sampling of the Street Sweepings to demonstrate that the Street Sweepings meet the standards listed in the Policy.

### **5.6 Use at Reclamation Soil Facilities Regulated Under MassDEP Policy # COMM-15-01**

Street Sweepings may be used for fill at a permitted Reclamation Soil Facility (the Facility) and need no prior written MassDEP approval if the Street Sweepings have been adequately characterized pursuant to the Facility-specific Soil/Fill Management Plan and the Street Sweepings have been screened to remove debris and solid waste.

All screened debris and solid waste removed from Street Sweepings shall be disposed of at a permitted solid waste facility. Street Sweepings for use at the Facility may contain only incidental, randomly dispersed, de minimis quantities of ash and/or Solid Waste as defined in 310 CMR 16.000 and 310 CMR 19.000, which collectively shall comprise less than 1% by volume of the Street Sweeping materials, as determined by visual inspections. Any Street Sweeping materials approved and brought onto the property for use at the Facility shall contain no more than 5% (by volume) of ABC material, as determined by visual inspection. Any such material must measure less than 6 inches in any dimension.

Pursuant to Policy # COMM-15-01, persons who wish to send Street Sweepings to a Facility must sample and analyze the Street Sweepings as required by the Facility’s Soil/Fill Management Plan and demonstrate that the Street Sweepings meets the Facility’s acceptance criteria. Unless specifically addressed in a Facility’s Soil/Fill Management Plan, a minimum sampling frequency of 1 sample per 100 cubic yards is required for characterization of Street Sweepings originating from Urban Center Roads. Street Sweepings originating from non-Urban Center Roads may be sampled at a minimum of 1 sample per 500 cubic yards. Regardless of its point of origin, if the total quantity of Street Sweepings is less than 100 cubic yards, a minimum of one composite sample is required for characterization of the material. A list of active permitted Reclamation Soil facilities may be found at <https://www.mass.gov/soil-transport-re-use-and-disposal>.

## **6. Approved Use, Restrictions & Conditions- Prior Approval Needed from MassDEP**

This policy allows Street Sweepings to be used in several applications. Prior written approval from MassDEP is required when using the Street Sweepings as identified in this section of the policy. In addition, Street Sweepings shall not be used at a location until prior written approval is obtained from the owner of the location where the Street Sweepings are to be used.

### **6.1 Use as a Bulking Agent for Wastewater Sludge or Septage Disposal**

Street Sweepings may be used as a bulking material for wastewater treatment plant sludge or septage when the mixed material will be disposed in a permitted lined or unlined sludge or septage landfill in compliance with MGL Chapter 21, Sections 26-53 and MGL Chapter 83 Sections 6 & 7 provided that the appropriate MassDEP Regional Office's Bureau of Water Resources has granted prior written approval.

## **7. Other Uses**

Any use not approved in this policy requires a MassDEP permit under the Beneficial Use provisions of the Solid Waste Management Facility Regulations at 310 CMR 19.060. A "Beneficial Use Determination" (BUD) can be issued only after the submission of an application characterizing the waste and describing the proposed beneficial use.

## **8. Disposal**

While the beneficial use of Street Sweepings is strongly encouraged, MassDEP does not prohibit the disposal of Street Sweepings. Street Sweepings may be disposed in permitted solid waste landfills without prior approval from the Department.

## **9. Record Keeping**

Any entity using Street Sweeping for any use listed under sections 5.3 or 5.4 shall keep records for a period of three years of the source of the sweepings, the location of use and the amount of sweepings used.

## **10. Additional Information**

For additional copies of this policy, permit application forms or other MassDEP documents, call any MassDEP Regional Office and ask for the Service Center or visit <http://www.mass.gov/dep>. The permit application numbers for Beneficial Use Determinations are BWP SW 39, 40, 41 and 42.

Copies of all Massachusetts regulations, including the solid waste regulations, are available at the MassDEP website and may also be purchased from the State House Bookstore at 617-727-2834. The solid waste regulations are:

- 310 CMR 16.000, Site Assignment Regulations for Solid Waste Facilities: and,
- 310 CMR 19.000, Solid Waste Management Facility Regulations.

If you have technical questions about the policy, please call any MassDEP Regional Office and ask to speak with a staff member in the solid waste program

**CITY OF FRAMINGHAM**  
**STANDARD GENERAL CONDITIONS**  
**OF THE CONSTRUCTION CONTRACT**  
**M.G.L. c. 30, §39M**

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## GENERAL CONDITIONS

### ARTICLE I – DEFINITIONS AND TERMINOLOGY

#### 1.01 *Defined Terms*

- A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.
1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids that clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement* – The written instrument that is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment* – The form acceptable to Owner and Engineer that is to be used by Contractor during the course of the Work in requesting progress or final payments and that is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration or the Commonwealth of Massachusetts Department of Labor Standard.
  5. *Bid* – The offer of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidding Documents* – The Bidding Requirements and the proposed Contract Documents including all Addenda.
  7. *Bidding Requirements* – The advertisement and Invitation to Bid, Instructions to Bidders, Bid security form, Bid Form, Price Sheet, and any supplements and required forms.
  8. *Change Order* – A document that is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  9. *Claim* – A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

10. *Contract* – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
11. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by Owner to Contractor are not Contract Documents.
12. *Contract Price* – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.02 in the case of Unit Price Work).
13. *Contract Times* – The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment with the concurrence of the Owner.
14. *Contractor* – The individual or entity with whom Owner has entered into the Agreement.
15. *Drawings* – That part of the Contract Documents prepared or approved by Engineer that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
16. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective.
17. *Engineer* – The individual or entity appointed by the Owner to undertake the duties and powers assigned in the Contract Documents to the Engineer, acting either directly or through duly authorized representatives.
18. *Field Order* – A written order issued by Engineer or Owner that requires minor changes in the Work but that does not involve a change in the Contract Price or the Contract Times.
19. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Material, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

20. *Hazardous Material* – The term Hazardous Material shall have the meaning provided in Massachusetts General Laws c. 21E as amended from time to time.
21. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
22. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, bylaws, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Liens* – Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
24. *Milestone* – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to completion of all the Work.
25. *Notice of Award* – The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner, if the Owner decides to proceed with the Work, will sign and deliver the Agreement to the Successful Bidder. However, the Notice of Award shall not be construed as an agreement, meeting of the minds, contract, or any other legal obligation between the Owner and Contractor.
26. *Notice to Proceed* – A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
27. *Owner* – The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
28. *PCBs* – Polychlorinated biphenyls.
29. *Petroleum* – Petroleum, including crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
30. *Price Sheet* – The document to be completed and submitted by Bidders in accordance with the instructions set forth in the Bidding Documents that (a) identifies various materials and items of Work that are included in the Project and the quantity estimated for each, among other information; and (b) identifies the unit price and total price at which the bidder agrees to provide or perform such materials and items.

31. *Progress Schedule* – A schedule, prepared by and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project* – The undertaking to be performed in the Contract Documents.
33. *Project Manual* – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
34. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
35. *Resident Project Representative* – The authorized representative of Engineer who may be assigned to the Site or any part thereof.
36. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
37. *Schedule of Submittals* – A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
38. *Schedule of Values* – A schedule, prepared and maintained by Contractor for lump sum portions of the Work, allocating portions of the Contract Price to various portions of the Work.
39. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
40. *Site* – Lands or area indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
41. *Specifications* – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
42. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

43. *Substantial Completion* – The point at which either the Work has been completed except for Work having a Contract Price of less than one percent of the then adjusted total Contract Price, or substantially all of the Work has been completed and opened to public use except for minor incomplete or unsatisfactory Work items that do not materially impair the usefulness of the Work required by the Contract Documents.
44. *Successful Bidder* – The bidder submitting a responsive Bid to whom Owner makes an award.
45. *Supplementary Conditions* – The part of the Contract Documents that amends or supplements these General Conditions.
46. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
47. *Underground Facilities* – All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
48. *Unit Price Work* – Work to be paid for on the basis of unit prices.
49. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
50. *Work Change Directive* – A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

### A. Intent of Certain Terms or Adjectives.

1. Whenever in the Contract Documents the terms “as allowed,” “as approved,” or terms of like effect or import are used, it shall be understood that the allowance or approval of the Owner is intended with the recommendation of the Engineer. Whenever in the Contract Documents the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used, such adjectives shall be understood to mean approved by, acceptable to, suitable to, or satisfactory to the Owner with the recommendation of the Engineer.
2. *Day*. The word “day” shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
3. *Defective*. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents;
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents;
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05); or
  - d. fails to provide the level of service for which it was intended.
4. *Furnish, Install, Perform, Provide*:
  - a. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - b. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - c. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

- d. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
5. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

*2.01 Commencement of Contract Times; Notice to Proceed:* The Contract Times will commence to run on the day indicated in the Notice to Proceed. In no event will the Owner have any obligations or duties to the Contractor under the Agreement until the Notice to Proceed is given to the Contractor. Contractor has no rights or remedies arising from execution of the Agreement prior to receiving the Notice to Proceed.

*2.02 Starting the Work:* Contractor will start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*2.03 Before Starting Construction*

- A. *Certificates of Insurance:* Before any Work at the Site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates of insurance (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with the Contract Documents.
- B. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the Contract Documents), Contractor shall submit to Engineer for review:
  1. a Progress Schedule in a detailed precedence-style critical path method (CPM) or primavera type format satisfactory to the Owner and the Engineer, which construction schedule also (1) provides a graphic representation of all activities and events that will occur during the performance of the Work; (2) identifies each phase of construction and occupancy; and (3) sets forth dates for completion of Milestones;
  2. a preliminary Schedule of Submittals indicating the times for submitting, reviewing, and processing each required submittal; and
  3. a preliminary Schedule of Values for all lump sum items of the Work that includes quantities and prices of items which, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. The value of mobilization shall not exceed 5.0 percent of the Contract Price.

C. *Project “Kick-Off” Meeting; Designation of Authorized Representatives; Preconstruction Conference*

1. Within 14 days of the Effective Date of the Agreement, a project “kick-off” meeting attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
2. At this project kick-off meeting Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. To the extent permitted by law, such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.
3. No later than one week prior to the commencement of Work, the Owner, Engineer, Contractor and other applicable parties shall hold a preconstruction conference.

D. *Initial Acceptance of Schedules:* At the project kick-off meeting, the parties will review for acceptability to Owner and Engineer as provided below the schedules submitted in accordance with paragraph 2.03.B. Upon review and acceptance by the Owner and the Engineer of the Progress Schedule and Schedule of Values, each shall be deemed part of the Contract Documents and attached to the agreement as an Exhibit. If not accepted, the schedules shall be promptly revised by the Contractor in accordance with the recommendation of the Owner and the Engineer and resubmitted within seven days for acceptance. The Contractor shall not commence Work until the Owner and the Engineer have approved all schedules and Shop Drawings required under this Article and a preconstruction conference is held. The Owner’s and Engineer’s acceptance of any such schedules and Shop Drawings shall not relieve Contractor from Contractor’s full responsibility for compliance with the Contract Documents.

2.04 *Contractor’s Review of Contract Documents:* The grades, elevations, dimensions, locations, and field measurements or any drawings or specifications issued by the Engineer, or the Work installed by other Contractors, are not guaranteed by the Engineer or the Owner. The Contractor shall verify the accuracy of all grades, elevations, dimensions, locations and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the Site all dimensions relating to such existing or other Work. Any errors due to the Contractor’s failure to verify all such grades, elevations, dimensions, locations, or field measurements shall be promptly rectified by the Contractor without any additional costs to the Owner or extensions of Contract Times.

## **ARTICLE 3 – CONTRACT DOCUMENT: INTENT, AMENDING, REUSE**

### **3.01 *Intent***

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.
- C. Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though they were included herein.
- D. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

### **3.02 *Reference Standards***

- A. *Standards, Specifications, Codes, Laws, and Regulations*
  - 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents or required by law.
  - 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents can only be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a written Change Order or a written Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
  2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
  3. Engineer's written interpretation or clarification.
- C. Any variations and deviations in the Work arising from any of the methods set forth in Paragraph 3.04.B will not authorize any Amendment to the Contract Price or Contract Times. The sole method to amend the Contract Price or Contract Times is pursuant to Paragraph 3.04.A.

### 3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
  2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

- A. The data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents

resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

#### **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

##### *4.01 Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain easements or other permissions for permanent structures or permanent changes in existing facilities. Except as otherwise provided, the Contractor shall obtain any and all other permits required in the performance of the Work, including without limitation any street opening permits, blasting permits, permits required by any State or Federal agencies, permits required under Article 6.08 hereof, and any other permits.
- B. The Owner shall provide space at 229 Arthur Street in Framingham for the temporary storage of asbestos containing material. This is the only permitted temporary asbestos storage location.
- C. With the exception of temporary asbestos storage under Article 4.01B, Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment and shall comply with all applicable laws, regulations, permit conditions, and contractual requirements in connection therewith.

*4.02 Subsurface and Physical Conditions:* The Owner makes no representations as to reports or explorations or tests of subsurface conditions at or contiguous to the Site.

##### *4.03 Differing Subsurface or Physical Conditions:*

- A. If, during the progress of the Work, the Contractor or Owner discovers that the actual subsurface or latent physical conditions encountered at the Site differ substantially or materially from those shown on the Drawings or indicated in the Contract Documents, either the Contractor or Owner may request an equitable adjustment in the Contract Price of the Contract applying to Work affected by the differing site conditions. A request for such an adjustment shall be made in writing and shall be delivered by the party making such Claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a Claim from Contractor, or upon its own initiative, Owner shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the Drawings or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Drawings and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an

increase or decrease in the cost of the Work, the Owner shall make an equitable adjustment in the Contract Price, and the Contract shall be modified in writing accordingly. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the site conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the project site and surrounding areas; (2) generally prevailing climatic conditions; (3) anticipated labor, supply, and costs; (4) availability and cost of materials, tools, and equipment; and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the project site or any improvement located on the project site. Except as set forth in Article 4, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make adjustments in either the Contract Price or Contract Times arising from a failure by the Contractor or any Subcontractor to comply with the requirements of this Paragraph.

- B. If Contractor discovers or should have discovered that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:
1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely is materially inaccurate; or
  2. is of such a nature as to require a change in the Contract Documents; or
  3. differs substantially or materially from that shown on the Drawings or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Drawings and Contract Documents;

then Contractor shall, immediately or not more than 24 hours after the time the Contractor discovers or should have discovered and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as provided in Paragraph 6.16), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of a written order to do so. Such notice shall constitute a Claim as defined in the Contract Documents and shall be subject to the procedures set forth in Paragraph 10.05.

- C. Except as otherwise provided herein or by law, Contractor shall bear all costs, expenses, losses, and damages on account of the quantity or character of the Work or the nature of the land in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

1. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under the Agreement; or
2. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
3. Contractor failed to follow the procedures outlined in this Paragraph or in Paragraph 10.05.

#### 4.04 *Underground Facilities*

- A. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Owner shall not be responsible for the accuracy or completeness of any such information or data provided by others.
- B. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  1. reviewing and checking all such information and data;
  2. locating all Underground Facilities shown or indicated in the Contract Documents;
  3. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  4. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- C. *Not Shown or Indicated*
  1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, within 24 hours after the Contractor discovered or should have discovered thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such

time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

- A. Engineer shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate placement or relocation of such reference points or property monuments by professionally qualified personnel.
- B. Engineer may check the lines, elevations, reference marks, batter boards, etc., set by Contractor, and Contractor shall correct any errors revealed by such check. Such a check shall not be considered an approval of Contractor's work and shall not relieve Contractor of the responsibility for accurate consideration of the entire Work. Contractor shall furnish personnel to assist Engineer in checking lines and grades.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.
- C. The Contractor must take all precautions to discover and locate any Hazardous Environmental Condition(s) at the site that may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The Contractor is responsible for any damages caused by such Hazardous Environmental Condition(s) created on the Site, or created with any materials brought to the Site, by a Contractor, Subcontractor, Supplier, or anyone else for whom Contractor is responsible. Within 24 hours of the time when the Contractor discovers the Hazardous Environmental Condition(s), the Contractor will follow the procedures set forth in Article 4.06.D.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. After consulting with Engineer, Owner shall take such actions as are necessary to permit Owner or Contractor to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not resume Work in connection with such condition or in any affected area until after Owner or Contractor has obtained any required permits related thereto and the Engineer has delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or any special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other

dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible.

- G. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 – BONDS AND INSURANCE**

### *5.01 Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds in an amount acceptable to the Owner and as required by Article 9 of the Short Form of Agreement for Construction as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, shall be executed by such sureties as are qualified to do business in the Commonwealth of Massachusetts and as are acceptable to the Owner. Sureties must be rated B+ or better by A.M. Best Company or rated A or better by Standard & Poors. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### *5.02 Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner and Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in Massachusetts to issue bonds or insurance policies for the limits and coverages so required.

### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- C. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance:* Contractor and its Subcontractors, consultants, and other parties performing or furnishing any portion of the Work shall purchase and maintain insurance as required by Article 10 of the Short Form of Agreement for Construction.

### 5.05 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If Owner has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.03.A. Contractor shall provide to Owner such additional information in respect of insurance provided as Owner may reasonably request. However, failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. If Contractor does not purchase or maintain all of the bonds and insurance required of Contractor by the Contract Documents, Contractor shall notify Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, Owner may elect to obtain equivalent bonds or insurance to protect Owner's interests at the expense of Contractor and a Change Order shall be issued to reduce the Contract Price accordingly.

## **ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES**

### 6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor for purposes included but not limited to giving or receiving notices, Change Orders, or any other information from Engineer or Owner to Contractor. All communications given to or received from the superintendent shall be binding on Contractor. If the superintendent is not present on the job site during normal working hours for any consecutive 48-hour period, Contractor shall in writing addressed to Engineer and Owner identify the individual who is acting as superintendent.

#### 6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent given after prior written notice to Engineer.
- C. Regular working hours are defined as 8 hours per day, Monday through Friday, excluding federal and state holidays, between the hours of 7:00 AM and 5:00 PM. The Contractor shall also abide by work hour restrictions set forth in or required under permits obtained by the Contractor or Owner in connection with the Project. Requests to work other than regular working hours shall be submitted to Engineer not less than 48 hours prior to any proposed weekend work or scheduled extended work weeks. Occasional unscheduled overtime may be permitted provided two hours' notice is given to Engineer.
- D. Contractor shall reimburse Owner for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the regular working hours stipulated in Paragraph 6.02.C. At Owner's option, overtime costs may either be deducted from Contractor's monthly payment request or deducted from Contractor's retention prior to release of final payment. Overtime costs for Owner's personnel shall be based on the individual's current overtime wage rate. Overtime costs for personnel employed by Engineer or Owner's independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with Owner.
- E. This Agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581, 87<sup>th</sup> Congress. No Contractor or Subcontractor shall require or permit any laborer or mechanic to be employed on the Work in excess of forty hours in any work week unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times that person's basic rate of pay for all hours worked in excess of forty hours in such work week.

- F. Contractor shall pay the prevailing wage and comply with all provisions of Mass. Gen. L. Ch. 149, Sec. 26 – 27D and in the publication of Minimum Wage Rates issued by the Commonwealth of Massachusetts Division of Occupational Safety (DOS), and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. Gen. L. Ch. 149, Sec. 26 and 27B, the Contractor (and every subcontractor) shall file weekly certified payroll records with the Owner for all employees who have worked on the Project. Contractor shall include the completed Statement of Compliance and Weekly Payroll Report Forms with its draft and final Applications for Payment for applicable labor classifications as required by DOS. The Owner and the Contractor shall preserve said records for a period of not less than three years from the date of completion of the Contract. Minimum prevailing wage rates to be used for this Contract are shown in the Bidding Documents. If Contractor, during the duration of this Contract, requires a minimum wage rate for some additional classification, a Contractor shall submit a request to the Owner, who in turn will obtain additional classifications and corresponding minimum wage rates from the DOS and advise Contractor of the same.
- G. Contractor shall employ only sufficiently trained and competent persons to do the Work. Whenever Owner shall notify Contractor in writing that any person employed on the Work appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project within twenty-four (24) hours following Contractor's receipt of such notice and shall not again be employed on it except with the consent of Owner.
- H. Contractor shall provide adequate contract orientation for all staff to be assigned on a permanent, temporary, or call-in basis. This shall include familiarization of equipment type and the respective locations of Work. All Contractor and subcontractor staff involved in the Work must be familiar with their contractual responsibilities pertaining to security, safety, inspection guidelines, and activities around all Work locations.

### 6.03 *Services, Materials, and Equipment*

- A. Unless otherwise provided in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Owner or Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. The Contractor agrees to assign to the

Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work, and the Contractor further agrees to perform the Work in such a manner to preserve any and all manufacturer's warranties.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

Materials not conforming to the Contract Documents shall be rejected or removed from the Site by the Contractor as directed. No rejected material, the defects of which have been subsequently corrected, shall be used except with the permission of the Owner. Should the Contractor fail to remove defective material within the time indicated in writing, the Owner shall remove and replace the defective material, and the cost of such removal and replacement will be deducted from any monies due or to become due to the Contractor or be reimbursed to the Owner by the Contractor.

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.03 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.03) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the Specifications applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Paragraph 12.02. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals" (also called "Or Approved Equals")*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
  - 1. *"Or-Equal" Items:* If in the Owner's and Engineer's discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in the Owner's and Engineer's discretion, be accomplished

without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment the Owner and Engineer determine that:
  - i. it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
  - ii. it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
  - iii. it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
  - i. there will be no increase in cost to the Owner or increase in Contract Times; and
  - ii. it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in the Owner's and Engineer's discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review for proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - i. shall certify that the proposed substitute item will:

- A) perform adequately the functions and achieve the results called for by the general design,
  - B) be similar in substance to that specified, and
  - C) be suited to the same use as that specified;
- ii. will state:
- A) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
  - B) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
  - C) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- iii. will identify:
- A) all variations of the proposed substitute item from that specified, and
  - B) available engineering, sales, maintenance, repair, and replacement services; and
  - C) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow the Owner and Engineer, in their discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed seven days within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. The Owner and Engineer will be the exclusive judges of acceptability. No "or equal" or substitute will be ordered, installed, or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved

Shop Drawing for an “or equal.” Engineer will advise Contractor in writing of any negative determination.

- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer’s Cost Reimbursement:* Engineer will record Engineer’s costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraph 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor’s Expense:* It shall be Contractor’s responsibility to coordinate all submittals to Engineer for approval to eliminate any conflicts that might arise due to the use of “or equal” items. Contractor shall provide all data in support of or incidental to the use of any proposed substitute or “or-equal” at Contractor’s expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Owner’s acceptance of any Subcontractor, Supplier, or other person or organization shall not constitute a waiver of any right of Owner to reject defective Work.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner’s acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing

any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner and Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. Owner or Engineer may furnish to any Subcontractor, Supplier, or other person or entity, to the extent practicable, information about amounts paid to Contractor in accordance with Contractor's Applications for Payment on account of the particular Subcontractor's, Suppliers, or other person's or entity's work.
- G. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- H. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer, specifically including the provisions of Paragraph 6.09.D. Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to subcontractor(s) without prior written approval of Owner.
- I. Contractor shall make payments to Subcontractors in accordance with Massachusetts General Laws, Chapter 30, Section 39F, as amended, which provides as follows:
  - (a) Forthwith after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any

court proceedings barring such payment and also less any amount claimed due from the subcontractor by the Contractor.

- (b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the Drawings and specifications, the entire balance due under the subcontract less amounts retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the Owner shall pay that amount to the Contractor. The Contractor shall forthwith pay to the subcontractor the full amount received from the Owner less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the Contractor.
- (c) Each payment made by the Owner to the Contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the Contractor for the account of that subcontractor; and the Owner shall take reasonable steps to compel the Contractor to make each such payment to each such subcontractor. If the Owner has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the Owner shall act upon the demand as provided in this section.
- (d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the Owner. The demand shall be by a sworn statement delivered to or sent by certified mail to the Owner, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the Owner and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Owner and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the subcontractor.
- (e) Within fifteen days after receipt of the demand by the Owner, but in no event prior to the seventieth day after substantial completion of the subcontract work, the Owner

shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount (i) retained by the Owner as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the Contractor in the sworn reply; provided, that the Owner shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The Owner shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

- (f) The Owner shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the Contractor and the subcontractor in a bank in Massachusetts selected by the Owner or agreed upon by the Contractor and the subcontractor and shall notify the Contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.
  - (g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the Owner to the Contractor to the extent of such payment.
  - (h) The Owner shall deduct from payments to a Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.
- J. Contractor agrees that it will fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). Contractor shall not award any subcontracts or purchase any materials from suppliers that appear on the Excluded parties List System. Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. Contractor shall maintain reasonable records to demonstrate compliance with these requirements.

#### 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs ) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

- A. Except as otherwise provided, Contractor shall obtain and pay for all construction permits and licenses identified in the Contract Documents or associated with the Project and give all notices necessary and due in connection with the lawful prosecution of the Work and shall furnish Owner with copies of such permits, licenses, notices, or other such authorizations. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids. Owner shall reimburse the Contractor for charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such Work, including but not limited defending and indemnifying the City against any penalties imposed any government agency.
- C. Changes in Laws or Regulations not known at the time of opening of Bids having an effect on the cost or time of performance of the Work shall be the subject of an

adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

- D. Contractor shall notify, and shall require subcontractors to notify, the Owner in writing of any violations of Laws and Regulations applicable to the performance of the Work or of any material violations of any contractual provisions governing the Work within 24 hours of becoming aware of such violations or by 5:00 p.m. on the business day following becoming aware of such violations, whichever is later. Contractor shall indemnify and defend the City against any claims arising out of the failure of the Contractor or any subcontractor to comply with this provision, including but not limited to any penalties imposed by any government agency.

#### 6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. Pursuant to Massachusetts General Laws, Chapter 64H, Section 6(f), the materials and supplies to be used in the Work under this Contract are exempt from the Sales and Use Tax of the Commonwealth of Massachusetts, and the Contract Price shall not include any amount therefor. Contractor shall obtain the proper certificates, maintain the necessary records, and otherwise comply with all applicable requirements governing the exemption from sales tax.

#### 6.11 *Use of Site and Other Areas*

##### A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Paragraph 4.01 and Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members,

partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

*B. Removal of Debris During Performance of the Work:*

- i. During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- ii. Contractor shall arrange to dispose of all liquid and solid refuse in a lawful, safe, efficient, and anti-pollutant manner subject to the prior approval of the City.
- iii. Contractor shall remove daily from the Site by means provided by the Contractor all garbage, debris, and other waste materials (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris, and other waste materials not immediately removed shall be temporarily stored in a clean and sanitary condition, approved by the Owner, in suitable garbage and waste receptacles, also approved by the Owner and shall be kept covered except when filling and emptying them. Contractor shall exercise care in removing such garbage, debris, and other waste materials from the Site. The manner of such storage and removal shall always be subject in all respects to the continued approval of the Owner. No equipment or facilities of the Owner shall be used in such removal unless prior written consent is given by the Owner. No such garbage, debris, or other waste materials shall be or be permitted to be thrown, discharged, or disposed into or upon waters or bounding the Site.

*C. Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alternation by the Contract Documents.

*D. Loading Structures:* Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Use of Record Documents:* Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, Contract Documents and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with

all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Safety provisions for confined space entry shall conform to General Industry Standard CFR Title 29 Part 1910.146. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor.
- D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all of the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.06 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- E. When Work is performed at roadway locations, all operations shall be planned so as to cause minimum interference with traffic, and with maximum precautions at all times.
- F. Contractor shall have due regard to the location of detours and to the provisions for

handling traffic, and shall not open up Work to the prejudice or detriment of Work already started. When it is required under the Contract that traffic be detoured around the Work, the Contractor shall provide and maintain suitable detours in accordance with the Contract Documents, and as approved by Owner.

- G. Contractor shall be responsible for the maintenance of traffic over, through or around the Work during the life of the Contract, and whether or not work thereon has been suspended temporarily. The Contractor shall take all precautions for preventing injuries to persons or damage to property in or about the Work. The Contractor shall provide and maintain temporary bypasses as may be necessary to accommodate traffic on the roadway under construction or repair.
- H. All Work sites and adjacent areas shall be adequately protected. Roadways shall be closed to traffic only as approved by the City. Whenever the closing of any lane is permitted by Owner, the Contractor shall comply with all pertinent provisions of the Contract Documents.
- I. All personnel shall observe safety rules and regulations and shall wear suitable safety equipment, at all times. Personnel who disregard safety regulations will be barred from the Work by the Owner, and the Contractor shall be without recourse.
- J. All vehicles and construction equipment shall be properly registered and comply with the Laws and Regulations. All vehicles shall be equipped with such safety devices as flags, markings, beacons, strobes, and lights, in good working order. No separate compensation will be allowed for this work or equipment.
- K. At the end of each work day, the Contractor shall remove its equipment from the roadway, and if applicable, shall store such equipment in areas as approved by Owner. No equipment shall be stored on the roadway during non-work periods. Construction or repair materials shall not be stored on the roadway except as approved by Owner.

6.14 *Safety Representative:* Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs:* Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employees at the Site in accordance with Laws or Regulations.

6.16 *Emergencies:* In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer written notice immediately, and in no instance more than 24 hours after the alleged emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract

Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued. Should the Contractor fail to take prompt action whenever conditions make it necessary in the Owner's sole discretion, Owner may make emergency repairs or cause the same to be made, and the costs for such repairs shall be charged against the Contractor and deducted from moneys due to it.

#### 6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.03). Each submittal will be identified as Engineer may require.
  - 1. *Shop Drawings:*
    - a. Submit number of copies specified in the Specifications.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.E.
  - 2. *Samples:*
    - a. Submit number of Samples specified in the Specifications.
    - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.E.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. Contractor is responsible for the accuracy of all Submittals. Owner and Engineer shall be entitled to rely upon Contractor's representation that such information is correct and accurate.
- D. *Submittal Procedures:*
  - 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
    - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
  3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

E. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.D.

F. *Resubmittal Procedures:* Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals. The

Contractor, rather than the Owner, shall pay for any fees and/or charges assessed by the Engineer in connection with its review of any second and subsequent resubmittal of a Shop Drawing or Sample.

6.18 *Contractor's General Warranty and Guarantee*

- A. Contractor guarantees that the Work to be performed under this Agreement, and all workmanship, materials, and equipment performed, furnished, used, or installed in the construction of the same shall be free from defects and flaws and shall be performed and furnished in strict accordance with the Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Agreement shall be fulfilled.
- B. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  - 6. any inspection, test, or approval by others; or
  - 7. any correction of defective Work by Owner.
- C. Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Final Completion, unless a longer period is set forth in the Contract Documents. If part of the Work is accepted in accordance with Paragraph 14.05 of the General Conditions, the guarantee for that portion of the Work shall be for a period of two (2) years from the date fixed for such acceptance. Contractor warrants and guarantees for a period of one (1) year from the date of Final Completion, or such longer period set forth in the Contract Documents, that the completed Work is free from all defects due to faulty materials or workmanship. If at any time within the said period of guarantee any part of the Work requires repairing, correction, or replacement, Owner may notify Contractor to commence making such repairs, correction, or replacements and Contractor shall promptly make such repairs, corrections, or replacements as may be necessary by reason of such defects including the repair of any damage to other property or systems resulting from such defects. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects to the satisfaction

of Owner within seven (7) days from receipt of such notice, Owner may do so and charge Contractor the cost thereby incurred, including compensation for additional professional services. The Performance Bond shall remain in full force and effect through the guarantee period.

#### 6.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- D. Pursuant to this Paragraph 6.19, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.E.

6.20 *Records*: Contractor shall comply with all applicable provisions of Massachusetts General Laws, Chapter 30, Section 39R regarding Contractor's records.

### **ARTICLE 7 – OTHER WORK AT THE SITE**

#### 7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then written notice thereof will be given to Contractor prior to starting any such other work.

- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work.

#### 7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
  - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
  - 3. the extent of such authority and responsibilities will be provided.
- B. Owner shall have sole authority and responsibility for such coordination.

#### 7.03 *Legal Relationships*

- A. Paragraphs 7.01 and 7.02 are not applicable for utilities not under the control of Owner.
- B. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions. Should Contractor cause damage to the work or property of any other contractor under direct contract to Owner, or should any claim arising out of Contractor's performance of the Work be made by any such other contractor against Contractor, Owner, Engineer, Owner's or Engineer's agents, employees, or consultants, or any other person or entity, Contractor shall promptly attempt to settle by agreement, or otherwise to resolve the dispute.
- C. Should any other contractor under direct contract to Owner cause damage to the Work or property of Contractor, or should the performance of work by any such other contractor

give rise to any other claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or Owner's or Engineer's agents, employees, or consultants, or permit any action against any of them to be maintained or continued in its name or for its benefit on such damage or claim. Contractor hereby agrees it shall have no claim for damages of any kind against Owner, Engineer, or Owner's or Engineer's agents, employees, or consultants on account of any delay in the performance or furnishing of the Work and/or any delay or suspension of any portion of the Work, arising out of such other contractor's work. Contractor's sole remedy for any such delay and/or suspension will be an extension of time in accordance with Paragraph 12.02.

## **ARTICLE 8 – OWNER'S RESPONSIBILITIES**

8.01 *Communication Contractor:* Except as otherwise provided in these General Conditions, owner shall issue all communications to the Contractor through Engineer.

8.02 *Replacement of Engineer:* In case of termination of the employment of Engineer, Owner shall appoint an engineer whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- B. In carrying out the provisions of the Contract or in exercising any power or authority granted them by their position, there shall be no liability upon the members of the Owner, its agents, or employees, or their authorized representatives or assistants, either personally or as officials of the Owner, it being understood that in such matters they act as agents and representatives of the Owner.

## **ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

9.01 *Owner's Representative:* Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site:* Engineer will make visits to the Site at intervals appropriate to the various stages of construction in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the

benefit of Owner, will determine if the Work is proceeding in accordance with the Contract Documents.

9.03 *Project Representative:* Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work:* Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall sign the Field Order and perform the Work involved promptly. Contractor's signature confirms that the Contractor is not entitled to any change in the Contract Price or the Contract Times in connection therewith.

9.05 *Rejecting Defective Work:* Engineer will have authority to reject Work that Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents, or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.03, at the Contractor's expense, whether or not the Work is fabricated, installed, or completed.

9.06 *Determinations for Unit Price Work*

- A. The Owner and Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The Owner's or Engineer's written decision thereon will be final and binding (except as modified to reflect changed factual conditions or more accurate data) upon the Contractor, subject to the provisions of Paragraph 10.05.
- B. Contractor shall notify the Owner and Engineer in writing as soon as the Contractor suspects, or reasonably should suspect, that the actual quantity of any item used or consumed in connection with the Work may exceed by 15% or greater the estimated quantity identified in the Price Sheet for such item.

9.07 *Decisions on Requirements of Contract Documents and on Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in accordance with the provisions of Paragraph 10.05, with a request for a formal decision. Contractor's submission of such matter (except any which have been waived in accordance with the provisions of the Contract Documents) to Engineer in writing shall be a condition precedent to any exercise of such rights or remedies as it may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such matter.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Owner's decision upon receipt of Engineer's recommendation will be final and binding on Contractor.
- D. Decisions on requirements on the Contract Documents and on acceptability of the Work will be made in accordance with Massachusetts General Laws, Chapter 30, Section 39P.

9.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible to Contractor for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work on behalf of Contractor.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by

Paragraph 14.07.A will be to determine that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.09 *Compliance with Safety Program:* While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.

## **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

### 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A change in the Contract Price or the Contract Times shall be accomplished only by a written Change Order. Accordingly, no course of conduct or dealings between the parties, no expressed or implied acceptance of alterations or additions to the Work, and no claim that the owner has been unjustly enriched by any alterations or additions to the Work shall be the basis of any Claim for an increase in any amount due under the Contract Documents or a change in any time period provided for in the Contract Documents. Under no circumstances will an act or failure to act on the part of the Owner or Engineer constitute a waiver of the written Change Order requirement for extra work. A written Change Order is a strict condition precedent for payment for extra work.
- B. Upon request of Owner or Engineer, Contractor shall without cost to Owner submit to Engineer, in such form as Engineer may require, an accurate written estimate of the cost of any such proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of material shall be shown if required by Engineer. Contractor shall promptly revise and resubmit such estimate if Engineer determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by Engineer, Contractor shall obtain and furnish to Engineer bona fide proposals from recognized suppliers for furnishing any material included in such work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at Contractor's expense. Contractor shall state in the estimate any extension of time required for completion of the Work if the change or extra work is ordered.

- C. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work:* Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

### 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule.

Agreements on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the change order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Price and the Contract Times. In the event a Change Order increases the Contract Price, the Contractor shall include the Work covered by such a Change Order in applications for payments as if such Work were originally part of the Contract Documents.

10.04 *Notification of Surety:* If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## 10.05 *Claims*

- A. *Engineer's Review:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for review.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, recommend in writing that the Owner take one of the following actions:
  - 1. deny the Claim in whole or in part;
  - 2. approve the Claim; or
  - 3. notify the parties that the Engineer is unable to resolve the Claim if it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a recommendation to deny.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the parties shall proceed as if the Engineer recommended denial of such Claim.
- E. Engineer's recommendation under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Contractor, unless (1) Owner issues a separate written decision on the Claim within 30 days of receipt of the Engineer's recommendation, in which case Owner's written decision shall be final and binding on Contractor; or (2) Contractor invokes the dispute resolution procedure set forth in Article 16 within 30 days of such recommendation or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 – COST OF THE WORK; UNIT PRICE WORK**

## 11.01 *Costs of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.C, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.C, and shall include only the items identified in Paragraph 11.01.B.

B. As used in this Paragraph 11.01, the following terms shall be defined as:

1. *Labor* - Only those workers employed on the Project who are doing the extra work, including the foreman in charge, are allowable. General foremen, superintendents, or other supervisory personnel are considered to be included in the overhead markup as provided in item 5. Hourly labor rates in excess of those as listed in the contract wage rates (Federal or State, whichever applies) require documentation. At a minimum, an explanation and the appropriate copy of the certified payroll are required.
2. *Direct Labor Costs* - These costs are limited to those listed as follows. Coverage in excess of the Contract provisions, secured by the Contractor/subcontractor(s) at his option, are ineligible for financial assistance.
  - a. Workman's Compensation
  - b. Federal/State: Social Security Tax and Unemployment Tax;
  - c. Health, Welfare and Pension Benefits; (this cost is included in the wage rates appearing in the Mass. Wage Rates of the contract specifications)
  - d. Liability Insurance: Any liability insurance required by contract,
  - e. If applied to any required Direct Labor Costs, Blasters Insurance, Builders Risk Insurance, Experience Modification Insurance, and surcharges.

Following award and prior to execution of a construction contract, the contractor shall submit for review by the owner, documentation to establish the Direct Labor Cost percentage(s) (Direct Labor markup percentage(s)). The documented direct labor markup for this contract may be adjusted on an annual basis as measured from the date the contract is executed.

3. *Material and Freight* – Only those materials required as a result of the Change Order and reasonable freight charges for delivery of same are allowable.

4. *Equipment* - Only the equipment required as a result of the Change Order is allowable. Equipment rental rates shall be governed by the current Nielson/Dataquest Rental Rate bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate the following shall apply:
    - a. For equipment already on the project – the monthly prorated rental rate by the hourly use shall be applicable;
    - b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the overhead markup as provided in item 5 (1 month (normal use) = 176 hours)
  5. *Overhead and Profit* – All other costs not previously mentioned are considered to be included in this item, be it for the General Contractor or subcontractor(s).
  6. *Credits* – Work deleted, material and equipment removed from the Site, stored and/or returned, shall be credited to the cost of the Change Order, less costs.
- C. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.02); or
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum or unit price basis, as specified by the Engineer. The stated price, either lump sum or unit price, shall be divided so as to show that it is the sum of:
    - a. The estimated cost of labor, plus
    - b. Direct Labor Cost, plus
    - c. Material and Freight Costs, plus
    - d. Equipment Costs, plus
    - e. An amount not to exceed 15% of the sum of items (a) through (d) for overhead and profit, plus (if applicable)
    - f. In the case of work done by a subcontractor an amount not to exceed 7 ½ %, for the General Contractor of the sum of items (a) through (d) for his overhead and profit, less, if applicable,
    - g. Credits for work deleted from the Contract.

3. Unless an agreed lump sum and/or unit price is obtained under Paragraph 12.01.B.2, Contractor shall accept as full payment for which no other agreement is contained in the Contract, an amount equal to:
  - a. The estimated cost of Labor, plus
  - b. Direct Labor Cost, plus
  - c. Material and Freight Costs, plus
  - d. Equipment Costs, plus
  - e. An amount not to exceed 15% of the sum of items (a) through (d) for overhead and profit, plus (if applicable)
  - f. In the case of work done by a subcontractor an amount not to exceed 7 ½ %, for the general contractor of the sum of items (a) through (d) for his overhead and profit, less, if applicable,
  - g. Credits for work deleted from the contract.

D. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.B.1, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Costs of transportation and storage of materials and equipment during periods when such materials and equipment are unused or unnecessary for purposes of performing the Work.

6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.01.B.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data. Contractor shall furnish itemized statements of the cost of the Work ordered and shall give Engineer access to all accounts, bills, and vouchers relating thereto; unless Contractor shall furnish such itemized statements, and access to all accounts, bills, and vouchers, he shall not be entitled to payment for any items for which such information is sought by the Engineer.
- F. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor shall deliver such bids to Owner, who will then determine, with the recommendation of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

#### 11.02 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made subject to the provisions of Paragraph 9.08.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. The Unit Price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
  1. if the Bid price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  2. if there is no corresponding adjustment with respect to any other item of Work; and
  3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to a decrease in the unit price, either party may make a Claim for an adjustment in the Contract Price in

accordance with Article 10 if the parties are unable to agree as to the effect of any such variation in the quantity of Unit Price Work performed.

## **ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

12.01 *Change of Contract Price:* The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Paragraph 12.03.C, fires, floods, epidemics, abnormal weather conditions, or acts of God. Provided, however, that Contract Times shall not be extended unless the Contractor has fulfilled its obligations under the Contract Documents, including by coordinating with utility owners and other contractors or subcontractors.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. Neither party shall be liable to the other nor deemed to be in breach of this Contract for failure or delay in performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

control of Owner, or other causes not the fault of and beyond control of Owner and Contractor. In the event of failure or delay for the causes identified in this Paragraph 12.03.C, Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times and Contractor promptly notifies Owner of the existence and nature of such failure or delay. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C. It is agreed that since the efficiency of performance of this Contract is of the essence, continued failure to perform for periods aggregating thirty (30) or more days, even for causes beyond the control of Contractor, shall afford Owner the right to terminate this Contract without assessment or termination costs or penalties.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
- F. In no event shall Owner or Engineer be liable to Contractor, any Subcontractor, any Supplier, or any other person or organization, or any surety for, employee, or agent of any of them, for damages arising out of or resulting from delays caused by or within the control of Contractor or delays beyond the control of both Owner and Contractor, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.
- G. Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Times, to the extent permitted under Paragraphs 12.02 and 12.03, shall be the sole and exclusive remedy of the Contractor for any (1) delay in the commencement, prosecution, or completion of the Work; (2) hindrance or obstruction in the performance of the Work; (3) loss of productivity; or (4) other similar claims (collectively referred to in this paragraph as Delays) whether or not such Delays are foreseeable. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, directing suspension, rescheduling, or correction of the Work, or terminating this agreement for its convenience), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the Work. If the Contractor submits a progress report indicating, or otherwise expressing an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the contract

Times, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

### **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

13.01 *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work:* Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

#### 13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely written notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Contractor shall pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation, at Contractor's expense.

#### 13.04 *Uncovering Work*

- A. If any Work is covered prior to Engineer's observation or contrary to the request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment at Contractor's expense.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction, unless the Contractor fails to provide written notice as required in Paragraph 13.03. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work:* If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them. If Owner stops Work under this Paragraph, Contractor shall not be entitled to any extension of the Contract Times or increase in the Contract Price in connection therewith.

#### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. repair such defective land or areas; or
  - 2. correct such defective Work; or
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work:* If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall

pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### *13.09 Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

14.01 *Schedule of Values:* The Price Sheet and, if applicable, the Schedule of Values established as provided in Paragraph 2.03.B.3, will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

#### 14.02 *Progress Payments*

##### A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall prepare and submit to the Owner and Engineer for review a draft Application for Payment covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the draft Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. If Engineer and Owner approve the draft Application for Payment as per Section 14.02.B, the Contractor shall submit a Final, signed Application for Payment to the Engineer. The Engineer shall, upon approval of the Final Application for Payment, sign and send the approved Final Application for Payment to the City within 5 days.
3. Each Draft and Final Application for payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:
  - a. A current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into Subcontracts, the amount of each such Subcontract, the amount requested for any subcontractor and material supplier in the requested progress payment, and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers;
  - b. Duly executed waivers of mechanics' and material suppliers' liens from all Subcontractors and, where applicable, from material suppliers establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous application for payment; and
  - c. All information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner or the Engineer.

- d. Contractor shall furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored, has in fact been paid to the respective supplier(s) within sixty (60) days of payment by Owner.
4. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
5. The amount of retainage with respect to progress payments will be 5 percent. No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

B. *Review of Applications:*

1. Engineer will, within 5 days after receipt of each Draft Application for Payment and supporting documentation, either indicate in writing a recommendation of payment and present the Application to Owner for review or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Draft Application.
2. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
3. Engineer may refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

- b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.
- C. *Payment Becomes Due:* Ten days after presentation of the Final Application for Payment (as signed by Engineer) and all supporting documentation required under the Contract Documents to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.
- D. *Reduction in Payment:*
- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
    - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
    - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
    - c. there are other items entitling Owner to a set-off against the amount recommended;
    - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A; or
    - e. The Final Application for Payment is submitted without all supporting documentation required under the Contract Documents.
  - 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

#### 14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

- B. No materials or supplies for the Work shall be purchased by Contractor or any Subcontractor subject to any chattel or mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. Contractor warrants that Contractor has good title to all materials and supplies used by Contractor in the Work, free from all liens, claims, or encumbrances.
- C. Contractor shall at Owner's request furnish satisfactory evidence that all obligations of the nature hereinabove described have been paid, discharged, or waived. If Contractor fails to do so, Owner may, after written notice, either pay unpaid bills, direct or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Contractor shall be resumed in accordance with the terms of the Agreement, but in no event shall the provisions of this Paragraph be construed to impose any obligations upon Owner to either Contractor or Contractor's Surety. In paying any unpaid bills of Contractor, Owner shall be deemed the agent of Contractor, and any payment made by Owner shall be considered as payment made under the Contractor by Owner to Contractor. Owner shall not be liable to Contractor for any such payment made in good faith.
- D. The Contractor further expressly undertakes to defend the Owner and Engineer, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against the Owner, Engineer, or any third party as a result of liens filed against the Work, the site of any of the Work, the project site and any improvements thereon, payments due the Contractor, or any portion of the property of the Owner, Engineer, or third party. The Contractor hereby agrees to indemnify and hold the Owner, Engineer, and third parties harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such action, lawsuit, or proceeding.
- E. The Contractor agrees to waive any right that it may have to assert a mechanic's or other lien against the Project Site and any improvements thereon, including, without limitation, the Work itself. Furthermore, the Contractor will cause a similar provision, waiving all right to a mechanic's or other lien against the property, to be included in all of its subcontracts, any sub-subcontracts, and all contracts with material suppliers.

#### 14.04 *Substantial Completion*

- A. When Contractor considers the entire Work substantially complete as defined in the Contract Documents, Contractor shall present to Owner and Engineer certification in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Subject to the procedures set forth in this Paragraph 14.04, within 21 days after presentation of Contractor's certification, Engineer on behalf of Owner shall present to Contractor either a written declaration that the Work has been Substantially Completed or an itemized list of incomplete or unsatisfactory work items required by the Contract

sufficient to demonstrate that the Work has not be Substantially Completed. Engineer's declaration shall be made in accordance with the following procedures:

1. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing within 10 days of the Contractor's presentation of the certification required under Paragraph 14.04.A, giving the reasons therefor.
  2. If Engineer considers the Work substantially complete, Engineer will, within 10 days of the Contractor's presentation of the certification required under Paragraph 14.04.A, deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 21 days after presentation of Contractor's certification under Paragraph 14.04.A, notify Contractor in writing, stating the reasons therefor and providing an itemized list of incomplete or unsatisfactory Work items required by the Contract. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 21 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
  3. At the time of Engineer's delivery of the tentative certificate of Substantial Completion to Owner, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- C. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.
- D. Engineer shall be entitled to withhold certification of Substantial Completion if Contractor has not brought all substantially completed Work to functioning condition to the satisfaction of Owner, provided training to Owner to the satisfaction of Owner on all substantially completed Work, or provided all necessary documentation for operation and maintenance of all substantially completed Work including, but not limited to, final manufacturer's operation and maintenance manuals.

- E. Within 15 days after the effective date of the declaration of Substantial Completion, Owner shall send to Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond its control, Contractor shall complete all work items within 45 days after the receipt of such list or before the then Contract Completion Date, whichever is later. If Contractor fails to complete such work within such time, Owner may, subsequent to 7 days' written notice to Contractor by certified mail, return receipt requested, terminate the Contract and complete the incomplete or unsatisfactory work items and charge the cost of same to Contractor.
- F. Within 65 days after the effective date of the declaration of Substantial Completion, Owner shall prepare and forthwith send to Contractor for acceptance a Substantial Completion estimate for the quantity and price of the Work done and all but one percent retainage on that Work, including the quantity, price, and all but one percent retainage for the undisputed part of each Work item and extra Work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory Work items and less the total periodic payments made to date for the Work. Owner shall also deduct from the Substantial Completion estimate an amount equal to the sum of all demands for direct payment filed by Subcontractors and not yet paid to Subcontractors or deposited in joint accounts pursuant to G.L. c. 30, §39F.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  - 2. If Contractor considers any such part of the Work ready for its intended use and substantially complete, the Contractor must follow the procedures of Paragraph 14.04.A through D to receive the Owner's and Engineer's certification of Substantial Completion for that part of the Work.
  - 3. Owner may at any time request Contractor in writing, with a copy to Engineer, to permit Owner to take over operation of any part of the Work although it is not substantially complete. Within a reasonable time after such written notice, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by

Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such list to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work, which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to substantial completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

#### 14.06 *Final Completion*

- A. Upon written notice from Contractor to Owner and Engineer that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor. The Engineer shall, within 30 days of its and the Owner's receipt of Contractor's written notice, notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. If Owner and Engineer agree that the Work is complete, the Contractor shall receive a copy of the Engineer's certificate of final inspection within 30 days of the Engineer's and Owner's receipt of the written notice provided by Contractor under this sub-paragraph.
- B. Within 30 days after receipt by Owner of notice from Contractor that the entire Work is complete, Owner shall prepare and forthwith send to Contractor for acceptance a final estimate for the quantity and price of the Work done and all retainage on that Work less all payments made to date, unless Owner's inspection shows that Work items required by the Contract remain incomplete or unsatisfactory, or that documentation required by the Contract has not been completed.

#### 14.07 *Final Payment*

- A. *Application for Payment:*
  - 1. Pursuant to Paragraph 14.06, and after the Contractor has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedures set forth in Paragraph 14.02 for progress payments.
  - 2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04 and the Final Payment Release Form;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work, in addition to any release language set forth in the Final Payment Release Form.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.
- B. *Engineer's Review of Application and Acceptance:* Upon the Owner's and Engineer's receipt of the Contractor's Final Application for Payment in accordance with Paragraph 14.07.A, the Engineer shall review the application following the procedures set forth in Paragraph 14.02 for progress payments. Any approval, acceptance or recommendation by Engineer shall be fully subject to Paragraph 14.09.
- C. *Payment Becomes Due:* Thirty days after the presentation to Owner of the Final Application for Payment (as signed by the Engineer) and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed:* If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## **ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

### *15.01 Owner May Suspend Work*

- A. Owner may order, at any time and without cause, suspension of the Work in accordance with the following provisions of Massachusetts General Laws, Chapter 30, Section 39O:
- (a) The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Owner; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the Owner to act within the time specified in this contract, the Owner shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the Contractor on such increase; and provided further, that the Owner shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.
  - (b) The Contractor must submit the amount of a claim under provision (a) to the Owner in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Owner shall not approve any costs in the claim incurred more than twenty days before the Contractor notified the Owner in writing of the act or failure to act involved in the claim.

### *15.02 Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule

established under Paragraph 2.03 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Owner or Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

### 15.03 *Owner's Termination for Convenience*

- A. The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause. Termination by the Owner under this paragraph shall be by a notice of termination delivered to the Contractor specifying the extent of termination and the effective date.

- B. Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this paragraph:
1. Cease operations as specified in the notice;
  2. Place no further orders and enter into no further subcontracts for materials, labor, services, or facilities except as necessary to complete continued portions of the Contract;
  3. Terminate all subcontracts and orders to the extent they relate to the Work terminated;
  4. Proceed to complete the performance of Work not terminated; and
  5. Take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.
- C. Upon such termination, the Contractor shall recover as its sole remedy payment of the percentage of the Contract Price equal to the percentage of the work performed satisfactorily and not previously paid for as determined by the Engineer. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
- D. The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work; (2) claims that the Owner has against the Contractor under the Contract; and (3) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Price.

## **ARTICLE 16 – DISPUTE RESOLUTION**

### *16.01 Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. Owner may deny any such request from the Contractor. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

- C. If the Claim is not resolved by mediation, the decision under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  2. agrees with the other party to submit the Claim to another dispute resolution process; or
  3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.
- D. Contractor shall carry on the Work and maintain the progress schedule during the dispute resolution proceedings unless otherwise agreed in writing by Owner and Contractor.

## **ARTICLE 17 – MISCELLANEOUS**

### *17.01 Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- B. Contractor's business address and his office at or near the Site are both hereby designated as places to which communications may be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the Post Office or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon Contractor, and the date of such service shall be the date of receipt. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by Contractor and delivered to Engineer. Service of any notice, letter, or other communication upon Contractor personally shall likewise be deemed sufficient service.

*17.02 Computation of Times:* When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

*17.03 Cumulative Remedies:* The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty

or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations:* All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the Commonwealth of Massachusetts.
- B. All provisions of law required to be incorporated by reference are hereby deemed incorporated, including but not limited to the following:

M.G.L. c. 30, §39F Payment to Subcontractor

M.G.L. c. 30, §39I Deviation from Plans and Specifications

M.G.L. c. 30, §39J No Arbitrary Decisions are Final

M.G.L. c. 30, §39L Construction Work by Foreign Corporations

M.G.L. c. 30, §39M(b) Substitution of Equal Products

M.G.L. c. 30, §39N Differing Site Conditions

M.G.L. c. 30, §39O Equitable Adjustment for Delays

M.G.L. c. 30, §39P Decision on Interpretation of Specifications

M.G.L. c. 30, §39R Contractor's Records

M.G.L. c. 149, §34 Limitations on Hours of Work

M.G.L. c. 149, §44J Advertising Invitations to Bid

M.G.L. c. 82, §40 Excavations; Notice; Penalties

17.06 *Headings:* Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.