

TOWN OF HOPKINTON
DEPARTMENT OF PUBLIC WORKS
83 Wood Street
P.O. Box 209
Hopkinton, Massachusetts 01748
508-497-9740
Fax 508-497-9761

February 2024

INVITATION FOR BIDS

CATCH BASIN CLEANING

INVITATION TO BID

TOWN OF HOPKINTON
Department of Public Works
83 Wood Street, P.O. Box 209
Hopkinton, Massachusetts 01748
508-497-9740

The Town of Hopkinton Department of Public Works is seeking bids from qualified Contractors for catch basin cleaning and disposal.

Estimated cost of contract is \$100,000.

Work is anticipated to begin in Summer 2024. This will be a one-year contract, with the option to renew for a second and third year at the Town's request.

Sealed bids will be received by the Department of Public Works, for the Town of Hopkinton, MA, at the Department of Public Works, 83 Wood Street, Hopkinton, Massachusetts, until 10:00 AM, Wednesday, **March 13, 2024**, and at that time and place will be publicly opened and read aloud. No bidder may withdraw their bid for a period of sixty (60) days after the date of bid opening.

Specifications and bid forms will be available Wednesday February 28, 2024 via the solicitation posting on the Town of Hopkinton's website.

<https://www.hopkintonma.gov/departments/procurement.php>

It is the responsibility of the bidder to check the Town's website frequently for addenda.

Questions regarding this contract shall be submitted in writing to Maureen McKeon at mmckeon@hopkintonma.gov. Questions shall be submitted by Wednesday, March 8, 2024 at 5 PM to be considered. There will be no pre-bid meeting for this project.

Attention of the bidder is called to the requirements of the minimum wage rates to be paid where applicable.

Bids shall be awarded to the lowest responsible and responsive bidder. The Town of Hopkinton shall have the authority to reject any or all bids, in whole or in part, to limit the extent of the work to keep within the limits of available funds, and accept the bid deemed to be in the best interest of the Town of Hopkinton.

Company Name

BID FORM

2024 Materials & Services - Catch Basin Cleaning per scope of work

Item No	Description	Qty	Unit	Unit Price	Total
1	Catch Basin Cleaning & Material Disposal	3,080	Each	\$	\$

TOTAL BID PRICE

_____ Dollars and _____ Cents
(amount in words)

\$ _____
(amount in figures)

If winning bidder and Town agree to extend,
Prices shall not increase more than _____ % in year two of the contract.
Prices shall not increase more than _____ % in year three of the contract.

“Addenda”: The bidder acknowledges the receipt and understanding of the following addendums, if any:

(Please list any addendums that were issued by the Town)

SIGNATURE PAGE

I/We the undersigned as bidder declare that I/We have read and understand the scope of work and conditions of this contract. Further, I/We propose and agree to supply the material as specified in the contract documents in the manner therein provided and in accordance with the requirements of the Department of Public Works therein set forth and I/We will accept the prices quoted herein as full compensation therefore.

The undersigned certifies under 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 paragraph the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Bids must include, at a minimum, Bid Schedule, Signature Page, Certificate of Non-Collusion, State Tax Certification Form, Bid Bond, and Acknowledgement of Receipt of any and all addenda.

(PLEASE TYPE ALL INFORMATION EXCEPT SIGNATURE(S))

For the Contractor

Company Name

Street Address

Company Phone Number(s)

Company Fax Number(s)

Signature & Title

Please TYPE Name & Title

Date

CERTIFICATE OF NON-COLLUSION
(This form MUST be submitted with Bid)

The undersigned hereby 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 work "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

By: _____

Title: _____

CERTIFICATE OF CORPORATE BIDDER
(This form MUST be submitted with Bid)

I, _____, certify that I am _____
of the Corporation named as Bidder, Proposer, or Respondent in the within Bid or Proposal Form that _____
_____ who signed said Bid or Proposal Form on behalf of the Bidder, Proposer,
or Respondent was then _____ of said Corporation;
that I know his signature hereto and that said Bid or Proposal Form was duly signed, sealed, and executed
for and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

(Signature)

(Title)

This Certificate must be completed where the Bidder, Proposer, or Respondent is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Bid or Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

STATE TAX CERTIFICATION FORM
(This form MUST be submitted with Bid)

All providers of goods or services to any agency of the Commonwealth of Massachusetts or of any subdivisions shall be required to attest that he/she is in compliance with all the laws of the Commonwealth of Massachusetts. The form of attestation shall also provide space for the provider to furnish his/her:

1. Social Security Number or;
2. Federal Identification Number

It should be noted that submission of a Social Security Number or Federal Identification Number is purely voluntary.

The attestation shall be in the following form:

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, sec. 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 person submitting bid or proposal

Name of Business

INSTRUCTIONS TO BIDDERS

A. RECEIPT AND OPENING OF BIDS

All bids must be presented on the Bid Schedule Sheet(s) as furnished herein. Special attention shall be observed with regards to any or all information relative to said bid proposal and all documentation required shall be included with the bid information. The envelope containing the bid must be sealed and clearly marked:

“Hopkinton - Bid for Catch Basin Cleaning”

All sealed bids will be received by the Department of Public Works, for the Town of Hopkinton, MA, at the Department of Public Works, 83 Wood Street, Hopkinton, Massachusetts, until 10:00 AM, Wednesday, March 13, 2024, and at that time and place will be publicly opened and read aloud. Any bids received after the first bid has been opened, or that do not comply with the requirements herein, shall be considered informal and will be rejected.

B. BID DEPOSIT

A bid deposit in the value of 5% of your total bid must be submitted with your sealed bid in the form of a certified check, treasurer’s check or a bid bond.

C. PERFORMANCE AND PAYMENT BOND

The successful bidder or bidders shall be required to furnish a payment bond, as required by M.G.L. c.30 § 39M, and a performance bond written by a surety company licensed to do business in the Commonwealth of Massachusetts, each in the amount of 50% of the project cost prior to execution of the contract, with surety satisfactory to the Director of Public Works. The bonds shall run for the entire contract period and shall insure for quality of material and prompt service.

D. PERFORMANCE OF WORK

It is agreed that the Contractor shall not assign or sublet this contract or any right he may have under the same, unless the written permission of the Town shall first be procured, but such consent or permission of the Town and subletting shall not in any way alter or diminish the obligation of the Contractor for the full performance or observance of the terms or conditions of this contract. The Contractor shall constantly be held responsible for the supervision of all work performed under this contract.

As evidenced by the signature of the Contractor’s Authorized Signatory, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of the contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that the Contractor shall not

knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of the contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

E. FAILURE TO PERFORM

In the case of failure on the part of the Contractor to perform the work as per contract, the Department of Public Works reserves the right to terminate the contract, and to perform or have performed any remaining work, and he will collect from or credit to the Contractor any difference in price paid by the Town as a direct result of such failure in performance on the part of the Contractor. Exercise of the above rights shall not impair or affect the Town's right to recover damages for breach or contract, whether by suit on the contract or on the bond securing it. This contract is, however, made subject to strikes, acts or war, and/or other natural disasters.

F. CERTIFICATE OF INSURANCE

Insurance coverage is required in accordance with the following:

1. The Contractor shall, at their own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Town of Hopkinton in connection with any operations included in the Contract, and shall have the Town named as an additional insured on the policies. Public Liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate for bodily injury liability and Property Damage coverage shall be in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate for property damage liability. The Contractor shall carry Workers Compensation in amounts as required by law.
2. All insurance coverage shall be in force from the time of the agreement until the date when all work under the Contract is completed and accepted by the Town. Since this insurance is normally written on a year-to-year basis, the Contractor shall notify the Town if coverage becomes unavailable or if its policy is changed.
3. The Contractor shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with the Massachusetts General Laws (MGL), Chapter 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.
4. Current insurance certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the town. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town, at least 15 days prior to the intended effective date thereof, which date should be expressed in said notice.

5. The Contractor shall indemnify, defend, and save harmless the Town, and all of its officers, agents, and employees against all suits, claims of liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of the negligence of the Contractor in the performance of the work covered by this Contract and/or failure to comply with the terms and conditions of the Contract, whether by himself or his employees or sub-contractors.

G. PREVAILING MASSACHUSETTS WAGE RATES

Massachusetts Laws regarding Minimum Wage Rates and Employment conditions apply. In accordance with State mandates, the Awarding Authority requires certified payrolls BEFORE payments are made for work performed. Prevailing Massachusetts Wage Rates are included in the Contract Documents and shall be updated each year that the contract is in effect.

H. STANDARD AGREEMENT

All work conducted under this document will be subject to Hopkinton's Standard Agreement. A copy of the Standard Agreement is inserted below for reference.

This will be a one-year contract. The Town reserves itself the option to extend the use, terms, conditions, and prices of this bid for an additional second and third year after the first year in which the contract is awarded. Such extensions will be subject to the Town reviewing and approving the Contractor's annual request for price adjustment based on and limited to the prior year's actual rate of inflation. If price adjustment cannot be mutually agreed upon between the Town and Contractor, the Town may choose to re-bid the work in lieu of extending this contract.

I. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

In connection with the performance of work under this bid, the Bidder/Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Bidder/Proposer shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

In connection with the performance of work under this bid, the Bidder/Proposer shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.

The Bidder/Proposer shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

J. MassDOT PREQUALIFICATION

Bidders must prequalify with the MassDOT before bidding on public horizontal construction projects with an estimated value of more than \$50,000.

K. SPECIFICATIONS

All work performed under this contract shall be in conformance with the Massachusetts Department of Transportation's Standard Specifications for Highways and Bridges dated 2023, the 2017, Massachusetts Department of Transportation's Construction Standard details, the 1990 Standard Drawings for Signs and Supports, the Manual of Uniform Control Devices, the 2022 Massachusetts Amendments to the Manual of Uniform Control Devices, the latest edition of the American Standard for nursery stock, the plans, and these provisions.

L. QUANTITIES

Quantities are estimated for bidding purposes and actual quantities will vary. These quantities are approximate only, being given as a basis for the comparison of bids to determine the approximate amount of the consideration of the contract. The bid quantities are not guaranteed, and their primary purpose is for the determination of the low bidder.

The bidder will be required to complete the work specified, within the required performance period, whether the required quantities are more or less than the amounts herein estimated without any change in the contract unit price. Actual quantities will be billed by the successful bidder for the unit prices bid. The final payment will not be made until the work is so completed.

SPECIAL PROVISIONS

SCOPE OF WORK

The Work shall involve 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 catch basin cleaning and materials generated in the ordinary and customary catch basin cleaning of public roadways and parking lots.

The Work includes, but is not necessarily limited to, the following major items:

1. Mobilization of equipment as directed by the Highway Manager.
2. The Contractor shall supply sufficient equipment to remove the accumulated dirt, refuse and other debris from approximately Town-owned catch basins. The locations of catch basins to be cleaned under this Contract will be indicated during a preconstruction meeting. The Contractor is responsible to clean each basin to the bottom. All walls will be scraped, with the residual fill being removed to a minimum of 4" from the bottom when leveled. At the completion of each cleaning, the basin lid, frame and surrounding area shall be swept.
3. Hauling of basin debris to stockpile area provided by the Town. Segregating, handling, and staging of catch basin cleanings. Work associated with the loading and removal of the catch basin cleaning and stockpiles shall not interfere with ongoing DPW activities.
4. Sampling, analyzing, and characterization of catch basin cleanings and all controls necessary to maintain compliance with regulatory requirements; analytical testing and characterization of all material handled; health and safety equipment.
5. Handling, loading of catch basin materials onto trucks owned and/or arranged for, and paid by, the Contactor.
6. Transportation and disposal of catch basin cleaning material. The Contractor shall take ownership and responsibility for the appropriate disposal for catch basin cleanings. All catch basin cleanings shall be disposed of in an appropriate manner in compliance with local, state, and federal requirements. The Contractor must submit copies of all disposal records from a facility property permitted, through the Massachusetts Department of Environmental Protection (DEP) to accept catch basin debris.
7. Completing and maintaining of all required documents associated with hauling, scale slips, manifests, and all miscellaneous paperwork associated with the removal and disposal of catch basin cleanings. Copies shall be provided to the Town.
8. Site cleanup and demobilization.

Work and materials which are necessary to perform the Work but which are not specifically referred to in the Specifications but implied by the Contract shall be furnished by the Contractor at their own cost and expense and shall correspond with the general character of the Work as may be determined by the Town, whose decisions as to the necessity for and character of such work and materials shall be final and conclusive.

Once mobilized, the Contractor shall prosecute the Contract without delay and schedule work in such a way as to not demobilize or delay for any period of time. The Contractor shall satisfactorily clean all of the catch basins which the Contractor has been instructed to clean until such time that they have been inspected by the DPW. The Contractor shall maintain the program as agreed upon, subject to severe weather conditions. The Contractor shall have sufficient backup equipment available in the event of breakdowns.

Work under this contract shall be coordinated with the Hopkinton Highway Manager or their designee. The Contractor shall have a supervisor or foreman available to direct operations and report to the DPW with any problems and progress as necessary and/or required by the DPW.

This work item was previously identified in Hopkinton DPW's annual Bids and Specifications for Materials and Services as Item 34.

EQUIPMENT

The Contractor shall supply all vehicles and catch basin cleaning equipment. All vehicles and equipment shall be registered with the Registry of Motor Vehicles, inspected and insured. Operators of equipment employed in the prosecution of this contract shall hold all licenses required for the safe and legal operation of the vehicle and equipment used. Specifically, a current Hoisting Machinery License in accordance with M.G.L. c. 146, § 53 shall be held by the operator of cleaning equipment.

Basin cleaners shall be a minimum of 18" orange peel bucket type capable of cleaning basins to within 4 inches of the bottom. Additional bucket of smaller size must be available for cleaning off-set structures. Consideration will be given to proposals using other type of equipment. Basin cleaners shall be kept clean and in good operating condition throughout the Contract Period.

The Contractor shall supply sufficient emergency lighting and signage, reading "MAINTENANCE VEHICLE, MAKES FREQUENT STOPS", or approved equal wording mounted on the rear of the equipment.

TRAFFIC CONTROL

The Contractor shall be responsible for payment of police details required. The Contractor shall be responsible for organizing all necessary police details and/or their cancellation. The Contractor shall pay any costs incurred due to his/her failure to cancel police details. The Contractor shall provide and maintain all traffic control devices necessary to secure their work area in accordance with the Manual on Uniform Traffic Control Devices. The Town may order additional safety measures if insufficient safety devices are being employed. In such instances,

the Contractor shall erect in place said safety devices immediately. The cost of all traffic controls and police details shall be included in the unit price of the item stated in the bid proposal.

CONTRACTOR'S USE OF PREMISES

Contractor shall:

1. Coordinate with Highway Manager of their designee to maintain access to existing facilities. The Town will provide staging area for equipment and stockpile area for materials.
2. Assume full responsibility for security of all his and his subcontractors' materials and equipment stored on the site. The Town will provide staging area for equipment; however, it will not assume liability for any damages or thefts to equipment.
3. If directed by the Owner to do so, move stored items which interfere with operations of DPW;
4. Limit the use of the premises for the performance of the Work and storage of materials and equipment.

INSPECTIONS AND REPORTING

The Contractor will be supplied by the Owner with catch basin location maps and a computer tablet for online electronic data collection. The catch basin location maps, tablet and training on the use of the online software will be provided to the contractor during the preconstruction meeting. Data for each catch basin inspected and cleaned will be entered by the Contractor to a web based inspection form and stored electronically so that it can be downloaded daily by the Owner. The tablet will be used for data collection only and will be delivered back to the Owner at the end of the contract in the same condition or must be repaired or replaced by the contractor. The data entered into the online inspection form will generate the number of basins cleaned and inspected.

The data collected will be used to determine quantity as follows:

- Locations and number of basins cleaned and inspected;
- Locations and number of basins where cleaning was not required (no payment will be made for previously clean basins);
- Locations and number of basins unable to be cleaned (no payment will be made for basins not cleaned) and a description as to why;
- Locations of basins not shown on the Owner's maps which were inspected and cleaned or where cleaning was not required (no payment will be made for previously clean basins);

The Contractor shall verify the exact number of catch basins inspected and cleaned and the volume of spoils removed. The Owner will use the data collection forms to confirm the Contractor's reported quantities.

MASS DEP REQUIREMENTS

All work to be in compliance with Massachusetts Department of Environmental Protection regulations, policies, and guidance, including the "Management of Catch Basin Cleanings"

guidance.

MEASUREMENT AND PAYMENT

Catch basin cleaning and disposal shall be measured for payment based on each catch basin cleaned. The unit bid price is per each and shall include all labor, materials and equipment necessary to complete the work. No payments will be processed without signed, dated disposal forms from the permitted facility stating disposal quantity, date, and location.

EXAMPLE



TOWN OF HOPKINTON STANDARD CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT, made this ____th day of _____ by and between the party of the first part, the Town of Hopkinton, Massachusetts hereinafter called "OWNER" or "AWARDING AUTHORITY", acting herein through its Select Board, and the party of the second part, _____, doing business

as a corporation located in the CITY/TOWN of _____,

State of Massachusetts, hereinafter called the "CONTRACTOR"

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

hereinafter called the "PROJECT" for the sum of

_____ Dollars (\$_____)

The Contract Sum includes incorporation into the Contract of Alternate(s) 0 _____ as described in Section _____, ALTERNATES of the Specifications and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Document 00310, FORM FOR GENERAL BID; Document 00800, GENERAL CONDITIONS and all the BUILDING REQUIREMENTS, CONTRACT REQUIREMENTS and GENERAL REQUIREMENTS, as listed in the PROJECT MANUAL the plans, which include all maps, plates, blue prints [Document No. and names of documents here], and the specifications and Contract Documents as prepared by the OWNER all of which are attached hereto and incorporated by reference herein in their entirety.

The undersigned CONTRACTOR agrees to commence work on the Contract on or before the _____ (____th) day following the Notice of Award and to thereafter diligently and

continuously carry out the work in such manner as to fully complete all the different elements of the work within _____ (_____) days thereafter.

The CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred \$500.00 Dollars for each calendar day thereafter as provided in the Liquidated Damages, paragraph _____ of Document 00800 GENERAL CONDITIONS (and all Addenda) attached hereto, and incorporated by reference herein in its entirety.

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

The CONTRACTOR agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Commonwealth of Massachusetts General Laws.

Pursuant to M.G.L. c. 62(c), §49 (a), the individual signing this Agreement on behalf of the CONTRACTOR hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the CONTRACTOR has complied with any and all applicable state and federal tax laws. The individual signing this Agreement on behalf of the CONTRACTOR further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently debarred from doing public construction work by any agency of the United States Government.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Document 00800, GENERAL CONDITIONS, and to make payments on account thereof as provided therein.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, on the year and day first above mentioned.

AGREED: OWNER: TOWN OF HOPKINTON, MASSACHUSETTS
Norman Khumalo, Town Manager

By: _____

CONTRACTOR: _____
(Name of Company)

By: _____
(Name)

(Title)

(Address)

(City and State)

In accordance with M.G.L. c. 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor and that the _____ has been authorized to execute the Contract and approve all requisitions and change orders.

By: _____
Cindy Johnston, Town Accountant

GENERAL TERMS & CONDITIONS

1.0 GENERAL PROVISIONS

1.1 Definitions.

1.1.1 Awarding Authority. Where the term “Awarding Authority” appears in any statutory provision, it shall mean “the Owner.”

1.1.2 Contracting Officer. The term “Contracting Officer” shall mean the town official so designated below, or the individual duly appointed by him for the performance of any of his functions or responsibilities under this Contract. The Work shall be carried out under the direction and subject to the approval and acceptance of the **Town of Hopkinton Select Board**, (hereinafter called the Contracting Officer).

1.2 Scope of the Work. The Work comprises the completed project described in the Contract Documents and includes all labor, professional services, transportation, tools, materials, supplies, equipment, permits, approvals, documents, calculations, submittals, and certificates necessary to develop, perform, construct and complete the project in accordance with all applicable laws, ordinances, and regulations, and in accordance with the Contract Documents.

1.3 Interpretation. The Plans and Specifications and other Contract Documents are to be considered together and are intended to be mutually complementary, so that any work shown on the Plans though not specified in the Specifications, and any work specified in the Specifications though not shown on the Plans, is part of the Work to be performed by the Contractor.

1.4 Written Authorization. Actions taken, and approvals and decisions made by the Owner under this Contract require the prior approval and signature of the Contracting Officer. These include, but are not limited to, the following: changes in the Contract Price, time for completion, or any other provision of this Contract; written orders, notices, and approvals given by the Contracting Officer pursuant to the Contract Documents or pursuant to any

laws applicable to this Contract, including approval of “or equal” submissions; issuance of stop work orders; approval of Contractor’s applications for payment; and termination of the Contract. Work undertaken by the Contractor not authorized by the Contracting Officer’s signature prior to the start of such work shall be considered unauthorized work and shall not entitle the Contractor to any extra payment. The Contractor shall perform, at its own expense, corrective measures required by the Owner due to any failure to obtain prior approval for any item of work.

- 1.5 Contractor's General Duties.** The Contractor shall perform the Work in a competent manner in accordance with the Contract Documents and all applicable laws. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and coordination of all portions of the Work under this Contract. The Contractor shall provide and perform for the Contract Price all of the duties and obligations set forth in the Contract Documents. Except as otherwise specified in this Contract, it is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable Laws. However, if the Contractor observes that portions of the Contract Documents are at variance with legal requirements, the Contractor shall promptly notify the Owner of that fact in writing. If the Contractor performs Work knowing it to be contrary to legal requirements, the Contractor shall be liable for all damages caused thereby, including the cost of correcting the Work.
- 1.6 Sales Tax Exemption and Other Taxes.** To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966. The Contractor shall pay all taxes and tariffs of any sort related to the Work, subject to the applicable exemptions.
- 1.7 Permits, Fees and Notices.** The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. The Contractor shall coordinate all efforts required to obtain these permits unless otherwise directed in writing by the Owner. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, codes, and lawful orders of public authorities bearing on the performance of the Work.
- 1.7 Safety Requirements.** The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work.
- 1.8 Minimum Wage Rates.** The Contractor shall comply with M.G.L. c. 149, §§ 26- 27H. The wage schedule found in Exhibit D to the Instructions to Bidders lists the minimum wage rates that must be paid to all workers employed in the Work throughout the term of this Contract, subject to the exceptions provided in M.G.L c.149, §§ 26-27H. The Owner is not responsible for any errors, omissions, or misprints in the said schedule. The Contractor shall not have any claim for extra compensation from the Owner arising from the fact that the actual wages paid to workers employed in the Work exceed the rates listed on the schedule or as otherwise provided by law. The Contractor shall cause a copy of the schedule to be posted in a conspicuous place at the Site during the term of the Contract. If

reserve police officers are employed by the Contractor, they shall be paid the prevailing wage of regular police officers. (See M.G.L c. 149, § 34B).

- 1.9 Corporate Disclosures.** The Contractor, if a foreign corporation, shall comply with M.G.L. c. 181, §§ 3 and 5, and M.G.L. c. 30, § 39L.
- 1.10 Safety Requirements; OSHA Training [M.G.L. c. 30, s. 39S].** The Contractor shall comply and shall cause all subcontractors and persons employed on the Work to comply with all applicable safety requirements. By executing this contract the Contractor hereby certifies 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 all employees to be employed in the work subject to this bid 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. Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.
- 1.11 Payroll Records and Statement of Compliance.** The Contractor shall comply and shall cause its subcontractors to comply with Massachusetts General Law c. 149, § 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates have been provided. The Contractor and all Subcontractors shall keep these records and preserve them for a period of six years from the date of completion of the Contract. Such records shall be open to inspection by any authorized representative of the Owner at any reasonable time, and as often as may be necessary. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the Owner. In addition, the Contractor and each Subcontractor shall furnish to the Executive Department of Labor within fifteen days after completion of its portion of the Work a signed statement in the form required by the Owner.
- 1.12 Workforce Qualifications.** The Contractor shall: (i) employ competent workers; (ii) enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work; (iii) not permit employment of unfit persons or persons not skilled in tasks assigned to them. Whenever the Contracting Officer shall notify the Contractor in writing that any worker is, in the Contracting Officer's opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such employee shall be discharged from the Work and shall not again be employed on the Work except with the consent of the Contracting Officer.
- 1.13 Non-Discrimination in Hiring and Employment.** By signing this Contract the Contractor hereby certifies under the pains and penalties of perjury that the Contractor currently complies with and will continue to comply with all federal and state laws, rules

and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

- 1.14 Veterans Preference.** In the employment of mechanics and apprentices, teamsters, chauffeurs, and laborers in the performance of Work in the Commonwealth, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment and who are veterans as defined M.G.L. c. 4, § 7 (34), and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States.
- 1.15 Weekly or Biweekly wage payments [M.G.L. c. 149, § 148].** The Contractor shall comply with, and shall cause its Subcontractors to comply with M.G.L. c. 149, § 148, which requires the weekly or biweekly payment of employees within six days of the end of the pay period during which wages were earned if employed for five or six days of a calendar week, and within other periods of time under certain circumstances as set forth therein.
- 1.16 Labor Harmony [M.G.L. c. 30, s. 39S].** By executing this contract the Contractor hereby certifies that (1) that Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work. The Contractor shall procure materials from such sources and shall manage its own forces and the forces of its Subcontractors and any sub-subcontractors in such a manner as will result in harmonious labor relations on the site. The Contractor shall cause persons to be employed in the Work who will work in harmony with others so employed. Should the Work be stopped or materially delayed in the Owner’s reasonable judgment due to a labor dispute, the Owner shall have the right to require the Contractor to employ substitutes acceptable to the Owner.
- 1.17 Risk of Loss.** The Contractor shall bear the risk of loss with respect to any of its or its agents’, employees’ or subcontractors’ vehicles, equipment or tools brought onto or left at the worksite and for any materials stored at the worksite.
- 1.18 CORI Checks.** No person shall be given access to the Site without first passing a Criminal Offender Record Information (CORI) check. Contractor shall provide Owner with proof, satisfactory to Owner, that each employee, agent, contractor, subcontractor and invitee (“Contractor Worker(s)”) that visits the site has passed a CORI check. The Contractor shall see to it that no Contractor Worker shall perform any Work at the Site if

the Owner has objected to such person being at the site based upon information contained in the CORI check. The Contractor shall not allow any Contractor Worker on the site until the Owner has reviewed such worker's CORI check and has not objected within ten (10) days after the receipt of the CORI check to such worker being at the site on account of the CORI check, unless the Owner waives such requirement for advance review of a Contractor Worker's CORI check prior to that worker entering the site (which waiver shall only be effective as to the Contractor Worker(s) that the Contractor requests the Owner to provide such waiver in each instance). Notwithstanding the foregoing, the Contractor shall remain liable for the conduct of its workers, employees, subcontractors, agents and invitees on Site.

2.0 MATERIALS AND EQUIPMENT WARRANTY

Materials and equipment to be installed as part of the Work (both or either of which are hereinafter referred to as "materials") shall be new, unused, of recent manufacture, assembled, and used in accordance with the best construction practices. The Contractor shall inform itself as to, and shall comply with, the provisions of M.G.L. c. 7, § 23A, as amended.

3.0 PROSECUTION OF THE WORK -- LIQUIDATED DAMAGES

3.1. Beginning, Progress Schedule. The Contract time shall commence upon the date specified in the Notice to Proceed executed by the Contracting Officer and delivered to the Contractor after the execution of this Contract. Prior to commencing the Work, the Contractor shall meet with representatives of the Owner to discuss the quality assurance program, safety program, labor provisions, progress schedule, schedule of values, and other Contract procedures. Upon Approval by the Contracting Officer, the progress schedule shall constitute the progress schedule for the Work. Upon approval by the Contracting Officer, the schedule of values shall be the basis for payment for the Work. The Contractor shall at the end of each month, or more often if required, furnish to the Owner a schedule meeting the requirements of the Specifications showing the actual progress of the parts of the Work in comparison with the approved progress schedule.

3.2 Time for Completion of Work. Time is of the essence of this Contract. The Work shall be completed within the time specified in Agreement subject only to extensions specifically permitted in accordance with the terms of this Contract.

3.3 Definition of "Substantial Completion." For the purposes of this Contract the term "Substantial Completion" shall occur when (1) the Contractor fully completes the Work or substantially completes the Work so that the value of the Work remaining to be done is, in the estimate of the Owner, less than one percent of the original Contract price, or (2) the Contractor substantially completes the work and the Owner takes possession for occupancy, whichever occurs first. For the purposes of the preceding sentences the term "substantially completes" means that the work required by the Contract has been completed except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work.

- 3.4 Failure to Complete Work on Time - Liquidated Damages.** Because both parties recognize (1) that the time for completion of this Contract is of the essence, (2) that the Owner will suffer loss if the work is not completed in accordance with the phasing requirements and within the contract time specified, plus any extensions thereof allowed in accordance with the provisions of this Contract, and (3) that there are significant delays, expense and difficulties associated with a legal proceeding to determine the actual loss suffered by the Owner if the work is not completed on time; therefore, it is agreed that the Contractor will pay the Owner, as liquidated damages, the sum of Five Hundred (\$500.00) per calendar per day for each and every day thereafter that it fails to deliver such Work completed according to the requirements of the Contract Documents. Such liquidated damages shall be paid not as a penalty, but to partially cover losses and expenses to the Owner, including intangible costs and losses that are or may be impracticable to ascertain. Allowing the Contractor to continue to finish the work (or any portion of the work) after the time specified for completion of the Work shall not operate as a waiver on the part of the Owner of any of its rights under the Contract Documents or otherwise under law or equity. The Owner's right to impose liquidated damages shall in no way prohibit or restrict the Owner's right to bring legal action for damages in lieu of its option to impose liquidated damages from money due the Contractor, and if such money is insufficient to cover the liquidated damages, then the Contractor shall pay the amount due.
- 3.5 Collection of Liquidated Damages.** The Owner may recover liquidated damages by deducting the amount thereof from any moneys due or that might become due the Contractor, and if such moneys shall be insufficient to cover the liquidated damages, then the Contractor or the Surety shall pay to the Owner the amount due.
- 3.6 Owner's Approvals and Interpretations.** Decisions by the Owner regarding interpretation of the specifications, approval of equipment, material or any other approval, or progress of the Work, shall be made promptly and, in any event, no later than thirty days after the Contractor's written submission for decision; but if such decision requires extended investigation and study, the Owner shall, within thirty days after the receipt of the submission, give the Contractor written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.
- 3.7 Extension for Delays Caused by Owner.** The only circumstances under which the Contract Price shall be increased due to delays caused by the Owner are those specified in M.G.L. c. 30, § 39O. In all other cases the Contractor shall be entitled neither to increase the Contract Price nor to receive damages on account of any hindrances or delays, avoidable or unavoidable, but if the delay is caused by the Owner, the Contractor shall be entitled to an extension of time to the extent provided in M.G.L. c. 30, §39O. The Contractor must submit any claim under this paragraph to the Owner in writing as soon as practicable after the end of the Owner's suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this Contract. Except for costs due to a suspension order, the Owner shall not approve any costs in the claim incurred more than 20 days before the Contractor notified the Owner in writing of the act or failure to act or the Owner that gave rise to the claim.

3.8 Owner's Right to Reject Defective Materials and Work. Except as otherwise provided herein, the Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities hereunder, and defective work shall be corrected. The Owner may reject unsuitable work, notwithstanding that such work and materials have been previously accepted for payment. If any part of the Work shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall promptly correct such defect in a manner satisfactory to the Owner. If any material brought upon the site for use in the Work shall be rejected by the Owner as not in conformity with the Contract Documents, the Contractor shall promptly remove such materials from the site.

3.9 Substantial Completion of the Work; Final Completion; Owner's Remedies. When the Work has reached the point of Substantial Completion as shown on Approved payment request, the Contractor shall assist the Owner in the development of a punch list identifying those items of unfinished or unacceptable Work that remain to be performed or corrected under the Contract. The Contractor shall complete the lunch list items to final completion within 30 days after the Owner's approval of the punch list. At any time after the value of the Work remaining to be done is, in the estimation of the Owner, less than 1 per cent of the adjusted Contract price, or the Owner has determined that the Contractor has substantially completed the work and the Owner has taken possession for occupancy, the Owner may send to the Contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The Contractor shall then complete all such work items within 30 days of receipt of such list or before the Contract completion date, whichever is later. If the Contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the Owner or before the Contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the Contractor by certified mail, return receipt requested, the Owner may terminate this Contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the Contractor and such termination shall be without prejudice to any other rights or remedies the Owner may have under this Contract.

4.0 CHANGES IN THE WORK

4.1 Changes within the Scope of the Work. A change order may be issued by the Owner for changes in the Work within the scope of the Contract, including but not limited to, changes in: (1) the Plans and Specifications; (2) the method or manner of performance of the Work; (3) the Owner-furnished facilities, equipment, materials, services, or Site; or (4) the schedule for performance of the Work. The Contractor shall immediately perform any change order work that is ordered in writing by the Owner.

4.2. Request for Equitable Adjustment due to Change Order. Whenever a change order is issued by the Owner that will cause a change in the Contractor's cost or time for performance, the Contractor or the Owner may request an equitable adjustment in the Contract Price or the Contract time. A request for such an adjustment shall be in writing and shall be submitted by the party making such claim to the other party.

- 4.3. Latent Conditions.** If, during the progress of the Work, the Contractor or the Owner discovers that the actual subsurface or latent physical conditions encountered at the Site differ substantially or materially from those indicated in the Contract Documents, then either the Contractor or the Owner may request an equitable adjustment in the Contract Price in accordance with M.G.L. c. 30, § 39N. Likewise if the latent or subsurface physical condition causes a change in the time for performing the Work, either the Contractor or the Owner may request an equitable adjustment of the time for the performance of the Work.
- 4.4 Computation of Equitable Adjustments.** Equitable adjustments in the Contract Price shall be determined according to one of the following methods, or a combination thereof, as determined by the Owner: (1) fixed price basis, provided that the fixed price shall be inclusive of items described in 4.4.1 below and shall be computed in accordance with that provision; (2) estimated lump sum basis to be adjusted in accordance with Contract unit prices or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such equitable adjustment; (3) time and materials basis to be subsequently adjusted on the basis of actual costs (but subject to a predetermined "not to exceed limit") calculated as follows:
- 4.4.1** Where the value of work performed directly by the Contractor under an change order is determined either by a lump sum proposal or by actual cost of work as it progresses, the Contractor will be allowed an additional amount of ten percent (10%) of the total cost of work plus an additional amount of two percent (2%) for the cost of bonds and insurance associated with the added work. Where such work is performed by a Subcontractor, the Contractor will be allowed an additional amount of five percent (5%) to the total payment made to the Subcontractor, plus an additional amount of two percent (2%) for the cost of bonds and insurance associated with the added work. The cost of work shall include the cost at the minimum wage rates established for this contract pursuant to M.G.L. c. 149, §§ 26-27H for direct labor, material and use of equipment, plus the cost of workmen's compensation insurance, liability insurance, federal social security and Massachusetts unemployment compensation. The cost of work may include the cost of added mobilization, engineering, layout, transit staging/scaffolding, lifting, hoisting, dumpster, handling, cleanup, street sweeping, safety protection, temporary weather protection, temporary heat and utilities, shipping/receiving, construction fences, police barricades and signs; provided, however, that such added costs may be included only to the extent that they are directly attributable to the added work and are properly substantiated as determined by the Owner and Architect, in their discretion. Mark-up for overhead, superintendence and profit shall include (and no additional payment shall be made for) general conditions, management, supervision coordination, record drawings, small tools/computers, "tools of the trade", administration, accounting, punch list, O&M manuals, estimator time, schedule updating, and certified payrolls. Contractor and Subcontractor mark-up of such rates for payroll costs associated FUI, SUI, MUI, worker's compensation insurance and other direct payroll costs, shall only be calculated on the direct labor

rate as computed above and shall not exceed 30%, except that a higher rate may be allowed for subcontractors only to the extent such higher rate is based on actual payroll costs of the subcontractor for which substantiating documentation of how such higher cost is calculated provided, and no other labor cost mark-ups other than those specified above will be allowed.

4.5 Timely Decision by the Owner. In accordance with M.G.L. c. 30, § 39P, “Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.”

4.6 Work Performed Under Protest. The Contractor must perform any work required by the Owner. If it considers the work to be ‘extra’ and the Owner disagrees, the work must be performed under protest.

5.0 PAYMENT PROVISIONS

5.1 Applications for Periodic Payments. Once each month, on a date established at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require. The application shall reflect a minimum of 5% retainage and shall be subject to, and processed in accordance with, the provisions of M.G.L. c. 30, §39K, which provides:

“Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or

substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract.

The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149.”

5.1.1 The Contractor may include in a periodic estimate the value of materials or equipment delivered at the Site (or at some location agreed to in writing) only upon delivery to the Owner of: (1) an acceptable transfer of title on the form provided by the Owner; (2) written certification by the Contractor (or applicable subcontractor) on the form provided by the Owner that the Contractor (or the Subcontractor which executed the transfer of title) is the lawful owner and that the materials or equipment are free from all encumbrances, accompanied by receipted invoices or other acceptable proof of prior payment for such materials; (3) a stored materials insurance binder that covers the materials for which payment is requested, that names the Owner as an insured party should the stored materials be subjected to any casualty, loss, or theft prior to their inclusion in the Work. The material(s) or equipment must, in the judgment of the Designer (1) meet the requirements of the Contract, including prior shop drawing, product data, and sample approval, (2) be ready for use, and (3) be properly stored by the Contractor and be adequately protected until incorporated into the Work.

5.1.2 In submitting an Application for Payment, the Contractor warrants that title to all work covered by an application for payment will pass to the Owner either by incorporation into the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to in this article as ‘liens.’ The Contractor further agrees that the submission of any application for payment shall

conclusively be deemed to waive all liens with respect to set work to which the Contractor may then be entitled, provided that such waiver of the lien rights shall not waive the Contractor's right to payment for such work.

5.1.3 Payment for materials stored off site shall be at the sole discretion of the Owner. Any additional costs to the Owner resulting from storage of material off site for which payment is requested, such as, but not limited to, travel expenses and time for inspectors, shall be charged to, and paid by, the Contractor.

5.2 **Deductions by the Owner.** The Owner may deduct from any application for a periodic payment submitted by the Contractor a retention based upon the value of its claims (including claims of defective work and liquidated damages) against the Contractor plus a retention of 5% of the approved amount of the Application for Payment and any other amounts authorized by M.G.L. c. 30, §§ 39F, 39G and/or 39K, as applicable.

5.3 **Final Payment.** Final Payment under this Contract shall be processed in accordance with the procedures set forth in M.G.L. c. 30, §§ 39F, 39G and/or 39K, as applicable. The acceptance by the Contractor of the last payment due under this Contract or the Contractor's execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

5.4 **Payment of Subcontractors.** The Contractor shall make payment to subcontractors in accordance with M.G.L. c. 30, § 39F. For purposes of this Agreement, the word "forthwith" appearing in paragraph (1)(a) of M.G.L. c. 30, § 39F shall be deemed to mean "within five (5) business days." The Contractor shall, at the Owner's request, furnish satisfactory evidence that all such obligations have been paid, discharged, or waived.

6.0 WARRANTIES AND GUARANTEE

6.1 **Warranty.** The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor guarantees and warrants to the Owner that all labor furnished under this Agreement will be competent to perform the tasks undertaken that the product of such labor will yield only first-class results.

6.2 **General Guaranty.** If at any time during the period of one (1) year from the date of the its final completion, as shown on an approved payment request, the Work or any part of the Work shall in the reasonable determination of the Owner require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacements to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make said repairs or replacements.

The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. For items of work completed after substantial completion, the one-year guarantee shall commence at the time the Owner approves of the completion of such items. This one-year guarantee shall not limit any express guaranty or warranty required to be assigned to the Owner pursuant to the terms of the Plans and Specifications.

- 6.3** All guarantees and warranties required in the various Sections of the Specifications that originate with a Subcontractor or Manufacturer must be delivered to the Owner before final payment to the Contractor may be made for the amount of the sub-trade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall constitute a failure of the Subcontractor to fully complete its work in accordance with the Contract Documents. The Contractor's obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

7.0 INSURANCE REQUIREMENTS

- 7.1** The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the Commonwealth of Massachusetts, and to which the Owner has no reasonable objection, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified herein.
- 7.2** The insurance required by the above shall be written for not less than the following amounts and shall be submitted on ACORD Certificate of Insurance Form 2.5-S (08/01) or other similar form acceptable to the Owner:
- 7.2.1** Commonwealth of Massachusetts Statutory Worker's Compensation and other benefits as required under the General Laws of Massachusetts, including Employer's Liability Part B: \$500,000/\$500,000/\$500,000.
 - 7.2.2** Broad form Commercial General Liability, written on a "per occurrence" basis with an aggregate cap no less than three (3) times the required limit: \$1,000,000 C.S.L. Property Damage Liability shall include coverage for X-C-U hazard of explosion, collapse, and damage to underground property.
 - 7.2.3** Umbrella or Excess Liability coverage following form of underlying General, Automobile and Employers' Liability Coverage: (a) Minimum of \$2,000,000 C.S.L. over primary insurance; (b) No more than \$10,000 Retention.
 - 7.2.4** Comprehensive Automobile Liability covering owned, non-owned, and hired or borrowed vehicles: \$1,000,000 C.S.L.
- 7.3** The above insurance policies shall also be subject to the following requirements:

- 7.3.1 Certificates of Insurance and copies of policies acceptable to the Owner shall be addressed to and filed with the Owner prior to commencement of the work. Renewal certificates shall be filed with the Owner at least thirty (30) days prior to the expiration date of required policies.
- 7.3.2 No insurance coverage shall be subject to cancellation or non-renewal without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Town. The Contractor shall notify the Town of the attachment of any restrictive amendments, material changes or impairment to the policies.
- 7.3.3 All premium costs shall be included in Contractor's bid. The Contractor shall be responsible for the cost of any and all deductibles.
- 7.3.4 The Town of Hopkinton (including its officials, employees, agents and representatives) shall be named as additional insured on Contractor's General Liability, Automobile Liability, and Umbrella or Excess Liability Insurance Policies.

7.4 Neither the Owner's authority to review certificates and policies of insurance nor its decision to raise or not to raise any objections about those certificates and policies, shall in any way give rise to any duty or responsibility on the part of the Owner to exercise this authority for the benefit of the Contractor, any Subcontractor, Sub-subcontractor, or Supplier, or any other party.

7.5 The Contractor's liability insurance shall remain in effect until the end of the Correction period as defined in the Contract Documents, and at all times after that when the Contractor may be correcting, removing or replacing defective Work. The Completed Operations insurance shall be maintained for three (3) years after Final Payment.

7.6 Insufficient insurance shall not release the Contractor from any liability for breach of its obligations under this Agreement.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify in whole or in part, defend, pay-on-behalf of and hold harmless the Owner, the Engineer, and the agents and employees of each from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and loss of use caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article 8.

9.0 BONDS

The Contractor shall furnish a performance bond for the full amount of the Contract, and also a labor and materials payment bond for the full amount of the Contract, the form of which bonds are set forth in the Contract Documents, each of a surety company qualified

to do business under State laws and satisfactory to the Owner, the premiums for which are to be included in the Contract Price and paid by the Contractor. These bonds shall (a) guarantee the faithful performance by the Contractor of all its obligations under this contract and (b) constitute the security required by M.G.L. c. 149, § 29 and M.G.L. c. 30, § 39A, as amended, for payment by the Contractor or its subcontractors used or employed in connection with the contract. Each bond shall incorporate by reference the terms of this contract. These bonds shall remain in effect for the entire guarantee period for each phase of the work, which shall commence on the date of Final Completion, as defined in the Contract Documents.

10.0 TERMINATION

10.1 Termination for Cause. If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor consistently or repeatedly refuses or fails, excepting cases of which extension of time is appropriated, to supply enough properly skilled workmen or proper materials, or if the Contractor fails to make prompt payment to the Subcontractors of for materials or labor, or persistently disregards law, ordinances, rules, regulations, or orders of any public authority having jurisdiction or disregards an instruction, order or decision of the Contracting Officer, or otherwise is guilty of a substantial violation of any provision of the contract, then the Contractor shall be in default, and the Owner may, without prejudice to any other right or remedy and upon written notice to the Contractor, take possession of all materials, tools, appliances, equipment, construction equipment, and machinery and vehicles, offices and other facilities on the project site and all material intended for the work, wherever stored, and seven (7) days after such notice, may terminate the employment of the Contractor, accept assignment of any or all Subcontractor's contracts pursuant to this Agreement, and furnish the work by whatever method the Owner may deem expedient. The Owner shall be entitled to collect from the Contractor all direct, indirect, and consequential damages suffered by the Owner of behalf of the Contractor's defaults. The Owner shall be entitled to hold all amounts due to Contractor at the date of termination until all of the Owner's damages have been established, and to apply such amounts to such damages.

10.1.1 The Owner shall incur no liability by reason of such termination.

10.2 Termination for Convenience.

10.2.1 In the event that this Contract is terminated by the Owner prior to the completion of construction and termination is not based on a reason listed in Paragraph 10.1, the Contractor shall be compensated for its costs incurred, including reasonable costs of de-mobilization, calculated on a percent completion basis covering the period of time between the last Approved application for payment and the date of termination.

10.2.2 Payment by the Owner pursuant to Subparagraph 10.2.1 shall be deemed to fully compensate the Contractor for all claims and expenses directly or indirectly attributable to the termination, including any claims for lost profits.

10.3 The Contractor shall not be relieved of liability to the Owner by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor's performance under this Contract shall survive any termination hereunder.

10.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the Town all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

11. NON-APPROPRIATION

Payments are subject to appropriation and shall be made only for work performed in accordance with the terms of this Contract. The Contractor shall not be obligated to perform, and may not perform, work outside the duration and scope of this Contract without an appropriate amendment to this Contract, and a sufficient appropriation(s) to support such additional work. The Owner may immediately terminate or suspend this Contract in the event that the appropriation(s) funding this Contract is eliminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Contract.

12. RECORDS AND LAWS

The Contractor shall comply with M.G.L. c. 30, § 39R. The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts, which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.

13. DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof shall be subject to and decided by the Superior Court of Massachusetts in Middlesex County, if jurisdiction exists, and if jurisdiction does not exist in the Superior Court, said action shall be brought in the Suffolk District Court of Massachusetts. A claim, dispute or other matter may be submitted to mediation, in accordance with the provisions of the American Arbitration Association, at the sole discretion of the Owner.

13.1 In the event that the Owner elects to demand mediation to settle any claim, dispute or matter in question, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. CHOICE OF LAW

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor, and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which either the Commonwealth or the Owner is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This section shall not be construed to limit any rights a party may have to intervene in any action, in any court or wherever, pending, in which the other is a party.

15. NOTICES

Notices to the Contractor shall be deemed given when hand delivered to the Contractor's Representative in person, or when deposited in the U.S. mail addressed to the Contractor at the Contractor's address specified in the Owner - Contractor Agreement, or when delivered by courier to either location. Unless otherwise specified in writing by the Owner, notices and deliveries to the Owner shall be effective only when delivered to the Owner at the address specified in the Owner - Contractor Agreement and date-stamped at the reception desk or for which a receipt has been signed by the agent or employee designated by the Owner to receive official notices.

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 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 _____



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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: Town of Hopkinton

Contract Number:

City/Town: HOPKINTON

Description of Work: Catch Basin Cleaning & Hauling - Roadway Improvements DPW

Job Location: various locations

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 annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- 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.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$38.95	\$15.07	\$0.00	\$0.00	\$54.02
	06/01/2024	\$39.95	\$15.07	\$0.00	\$0.00	\$55.02
	12/01/2024	\$39.95	\$15.07	\$0.00	\$0.00	\$55.02
	01/01/2025	\$39.95	\$15.57	\$0.00	\$0.00	\$55.52
	06/01/2025	\$40.95	\$15.57	\$0.00	\$0.00	\$56.52
	12/01/2025	\$40.95	\$15.57	\$0.00	\$0.00	\$56.52
	01/01/2026	\$40.95	\$16.17	\$0.00	\$0.00	\$57.12
	06/01/2026	\$41.95	\$16.17	\$0.00	\$0.00	\$58.12
	12/01/2026	\$41.95	\$16.17	\$0.00	\$0.00	\$58.12
	01/01/2027	\$41.95	\$16.77	\$0.00	\$0.00	\$58.72
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.02	\$15.07	\$0.00	\$0.00	\$54.09
	06/01/2024	\$40.02	\$15.07	\$0.00	\$0.00	\$55.09
	12/01/2024	\$40.02	\$15.07	\$0.00	\$0.00	\$55.09
	01/01/2025	\$40.02	\$15.57	\$0.00	\$0.00	\$55.59
	06/01/2025	\$41.02	\$15.57	\$0.00	\$0.00	\$56.59
	12/01/2025	\$41.02	\$15.57	\$0.00	\$0.00	\$56.59
	01/01/2026	\$41.02	\$16.17	\$0.00	\$0.00	\$57.19
	06/01/2026	\$42.02	\$16.17	\$0.00	\$0.00	\$58.19
	12/01/2026	\$42.02	\$16.17	\$0.00	\$0.00	\$58.19
	01/01/2027	\$42.02	\$16.77	\$0.00	\$0.00	\$58.79
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.14	\$15.07	\$0.00	\$0.00	\$54.21
	06/01/2024	\$40.14	\$15.07	\$0.00	\$0.00	\$55.21
	12/01/2024	\$40.14	\$15.07	\$0.00	\$0.00	\$55.21
	01/01/2025	\$40.14	\$15.57	\$0.00	\$0.00	\$55.71
	06/01/2025	\$41.14	\$15.57	\$0.00	\$0.00	\$56.71
	12/01/2025	\$41.14	\$15.57	\$0.00	\$0.00	\$56.71
	01/01/2026	\$41.14	\$16.17	\$0.00	\$0.00	\$57.31
	06/01/2026	\$42.14	\$16.17	\$0.00	\$0.00	\$58.31
	12/01/2026	\$42.14	\$16.17	\$0.00	\$0.00	\$58.31
	01/01/2027	\$42.14	\$16.77	\$0.00	\$0.00	\$58.91
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$0.00	\$0.00	\$112.45
For apprentice rates see "Apprentice- PILE DRIVER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$0.00	\$0.00	\$70.03
	06/01/2024	\$56.33	\$15.00	\$0.00	\$0.00	\$71.33
	12/01/2024	\$57.78	\$15.00	\$0.00	\$0.00	\$72.78
	06/01/2025	\$59.08	\$15.00	\$0.00	\$0.00	\$74.08
	12/01/2025	\$60.53	\$15.00	\$0.00	\$0.00	\$75.53
	06/01/2026	\$61.83	\$15.00	\$0.00	\$0.00	\$76.83
	12/01/2026	\$63.28	\$15.00	\$0.00	\$0.00	\$78.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$0.00	\$0.00	\$70.03
	06/01/2024	\$56.33	\$15.00	\$0.00	\$0.00	\$71.33
	12/01/2024	\$57.78	\$15.00	\$0.00	\$0.00	\$72.78
	06/01/2025	\$59.08	\$15.00	\$0.00	\$0.00	\$74.08
	12/01/2025	\$60.53	\$15.00	\$0.00	\$0.00	\$75.53
	06/01/2026	\$61.83	\$15.00	\$0.00	\$0.00	\$76.83
	12/01/2026	\$63.28	\$15.00	\$0.00	\$0.00	\$78.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$0.00	\$0.00	\$69.43
	06/01/2024	\$55.71	\$15.00	\$0.00	\$0.00	\$70.71
	12/01/2024	\$57.15	\$15.00	\$0.00	\$0.00	\$72.15
	06/01/2025	\$58.43	\$15.00	\$0.00	\$0.00	\$73.43
	12/01/2025	\$59.87	\$15.00	\$0.00	\$0.00	\$74.87
	06/01/2026	\$61.15	\$15.00	\$0.00	\$0.00	\$76.15
	12/01/2026	\$62.59	\$15.00	\$0.00	\$0.00	\$77.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$56.13	\$15.00	\$0.00	\$0.00	\$71.13
	06/01/2024	\$57.45	\$15.00	\$0.00	\$0.00	\$72.45
	12/01/2024	\$58.93	\$15.00	\$0.00	\$0.00	\$73.93
	06/01/2025	\$60.26	\$15.00	\$0.00	\$0.00	\$75.26
	12/01/2025	\$61.73	\$15.00	\$0.00	\$0.00	\$76.73
	06/01/2026	\$63.06	\$15.00	\$0.00	\$0.00	\$78.06
	12/01/2026	\$64.54	\$15.00	\$0.00	\$0.00	\$79.54
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$35.62	\$15.00	\$0.00	\$0.00	\$50.62
	06/01/2024	\$36.47	\$15.00	\$0.00	\$0.00	\$51.47
	12/01/2024	\$37.42	\$15.00	\$0.00	\$0.00	\$52.42
	06/01/2025	\$38.27	\$15.00	\$0.00	\$0.00	\$53.27
	12/01/2025	\$39.22	\$15.00	\$0.00	\$0.00	\$54.22
	06/01/2026	\$40.08	\$15.00	\$0.00	\$0.00	\$55.08
	12/01/2026	\$41.03	\$15.00	\$0.00	\$0.00	\$56.03
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$0.00	\$0.00	\$78.10
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$0.00	\$0.00	\$58.47
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$0.00	\$0.00	\$83.00
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$0.00	\$0.00	\$112.45
For apprentice rates see "Apprentice- PILE DRIVER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$0.00	\$0.00	\$70.03
	06/01/2024	\$56.33	\$15.00	\$0.00	\$0.00	\$71.33
	12/01/2024	\$57.78	\$15.00	\$0.00	\$0.00	\$72.78
	06/01/2025	\$59.08	\$15.00	\$0.00	\$0.00	\$74.08
	12/01/2025	\$60.53	\$15.00	\$0.00	\$0.00	\$75.53
	06/01/2026	\$61.83	\$15.00	\$0.00	\$0.00	\$76.83
	12/01/2026	\$63.28	\$15.00	\$0.00	\$0.00	\$78.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$35.62	\$15.00	\$0.00	\$0.00	\$50.62
	06/01/2024	\$36.47	\$15.00	\$0.00	\$0.00	\$51.47
	12/01/2024	\$37.42	\$15.00	\$0.00	\$0.00	\$52.42
	06/01/2025	\$38.27	\$15.00	\$0.00	\$0.00	\$53.27
	12/01/2025	\$39.22	\$15.00	\$0.00	\$0.00	\$54.22
	06/01/2026	\$40.08	\$15.00	\$0.00	\$0.00	\$55.08
	12/01/2026	\$41.03	\$15.00	\$0.00	\$0.00	\$56.03
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$0.00	\$0.00	\$70.03
	06/01/2024	\$56.33	\$15.00	\$0.00	\$0.00	\$71.33
	12/01/2024	\$57.78	\$15.00	\$0.00	\$0.00	\$72.78
	06/01/2025	\$59.08	\$15.00	\$0.00	\$0.00	\$74.08
	12/01/2025	\$60.53	\$15.00	\$0.00	\$0.00	\$75.53
	06/01/2026	\$61.83	\$15.00	\$0.00	\$0.00	\$76.83
	12/01/2026	\$63.28	\$15.00	\$0.00	\$0.00	\$78.28

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.27	\$15.00	\$0.00	\$0.00	\$45.27
2	60	\$33.02	\$15.00	\$0.00	\$0.00	\$48.02
3	65	\$35.77	\$15.00	\$0.00	\$0.00	\$50.77
4	70	\$38.52	\$15.00	\$0.00	\$0.00	\$53.52
5	75	\$41.27	\$15.00	\$0.00	\$0.00	\$56.27
6	80	\$44.02	\$15.00	\$0.00	\$0.00	\$59.02
7	85	\$46.78	\$15.00	\$0.00	\$0.00	\$61.78
8	90	\$49.53	\$15.00	\$0.00	\$0.00	\$64.53

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.98	\$15.00	\$0.00	\$0.00	\$45.98
2	60	\$33.80	\$15.00	\$0.00	\$0.00	\$48.80
3	65	\$36.61	\$15.00	\$0.00	\$0.00	\$51.61
4	70	\$39.43	\$15.00	\$0.00	\$0.00	\$54.43
5	75	\$42.25	\$15.00	\$0.00	\$0.00	\$57.25
6	80	\$45.06	\$15.00	\$0.00	\$0.00	\$60.06
7	85	\$47.88	\$15.00	\$0.00	\$0.00	\$62.88
8	90	\$50.70	\$15.00	\$0.00	\$0.00	\$65.70

Notes:

Apprentice to Journeyworker Ratio:1:6

LABORER	12/01/2023	\$37.86	\$9.65	\$0.00	\$0.00	\$47.51
LABORERS - ZONE 2						

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.72	\$9.65	\$0.00	\$0.00	\$32.37
2	70	\$26.50	\$9.65	\$0.00	\$0.00	\$36.15
3	80	\$30.29	\$9.65	\$0.00	\$0.00	\$39.94
4	90	\$34.07	\$9.65	\$0.00	\$0.00	\$43.72

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$37.86	\$9.65	\$0.00	\$0.00	\$47.51
	06/01/2024	\$39.19	\$9.65	\$0.00	\$0.00	\$48.84
	12/01/2024	\$40.52	\$9.65	\$0.00	\$0.00	\$50.17
	06/01/2025	\$41.91	\$9.65	\$0.00	\$0.00	\$51.56
	12/01/2025	\$43.29	\$9.65	\$0.00	\$0.00	\$52.94
	06/01/2026	\$44.73	\$9.65	\$0.00	\$0.00	\$54.38
	12/01/2026	\$46.17	\$9.65	\$0.00	\$0.00	\$55.82

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.72	\$9.65	\$0.00	\$0.00	\$32.37
2	70	\$26.50	\$9.65	\$0.00	\$0.00	\$36.15
3	80	\$30.29	\$9.65	\$0.00	\$0.00	\$39.94
4	90	\$34.07	\$9.65	\$0.00	\$0.00	\$43.72

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.51	\$9.00	\$0.00	\$0.00	\$32.51
2	70	\$27.43	\$9.00	\$0.00	\$0.00	\$36.43
3	80	\$31.35	\$9.00	\$0.00	\$0.00	\$40.35
4	90	\$35.27	\$9.00	\$0.00	\$0.00	\$44.27

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$24.41	\$15.00	\$0.00	\$0.00	\$39.41
	06/01/2024	\$25.01	\$15.00	\$0.00	\$0.00	\$40.01
	12/01/2024	\$25.67	\$15.00	\$0.00	\$0.00	\$40.67
	06/01/2025	\$26.27	\$15.00	\$0.00	\$0.00	\$41.27
	12/01/2025	\$26.93	\$15.00	\$0.00	\$0.00	\$41.93
	06/01/2026	\$27.52	\$15.00	\$0.00	\$0.00	\$42.52
	12/01/2026	\$28.19	\$15.00	\$0.00	\$0.00	\$43.19

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$29.86	\$15.00	\$0.00	\$0.00	\$44.86
	06/01/2024	\$30.58	\$15.00	\$0.00	\$0.00	\$45.58
	12/01/2024	\$31.38	\$15.00	\$0.00	\$0.00	\$46.38
	06/01/2025	\$32.10	\$15.00	\$0.00	\$0.00	\$47.10
	12/01/2025	\$32.90	\$15.00	\$0.00	\$0.00	\$47.90
	06/01/2026	\$33.62	\$15.00	\$0.00	\$0.00	\$48.62
	12/01/2026	\$34.42	\$15.00	\$0.00	\$0.00	\$49.42

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$0.00	\$0.00	\$69.43
	06/01/2024	\$55.71	\$15.00	\$0.00	\$0.00	\$70.71
	12/01/2024	\$57.15	\$15.00	\$0.00	\$0.00	\$72.15
	06/01/2025	\$58.43	\$15.00	\$0.00	\$0.00	\$73.43
	12/01/2025	\$59.87	\$15.00	\$0.00	\$0.00	\$74.87
	06/01/2026	\$61.15	\$15.00	\$0.00	\$0.00	\$76.15
	12/01/2026	\$62.59	\$15.00	\$0.00	\$0.00	\$77.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$38.78	\$15.07	\$0.00	\$0.00	\$53.85
	06/01/2024	\$39.78	\$15.07	\$0.00	\$0.00	\$54.85
	12/01/2024	\$39.78	\$15.07	\$0.00	\$0.00	\$54.85
	01/01/2025	\$39.78	\$15.57	\$0.00	\$0.00	\$55.35
	06/01/2025	\$40.78	\$15.57	\$0.00	\$0.00	\$56.35
	12/01/2025	\$40.78	\$15.57	\$0.00	\$0.00	\$56.35
	01/01/2026	\$40.78	\$16.17	\$0.00	\$0.00	\$56.95
	06/01/2026	\$41.78	\$16.17	\$0.00	\$0.00	\$57.95
	12/01/2026	\$41.78	\$16.17	\$0.00	\$0.00	\$57.95
	01/01/2027	\$41.78	\$16.77	\$0.00	\$0.00	\$58.55
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$0.00	\$0.00	\$70.03
	06/01/2024	\$56.33	\$15.00	\$0.00	\$0.00	\$71.33
	12/01/2024	\$57.78	\$15.00	\$0.00	\$0.00	\$72.78
	06/01/2025	\$59.08	\$15.00	\$0.00	\$0.00	\$74.08
	12/01/2025	\$60.53	\$15.00	\$0.00	\$0.00	\$75.53
	06/01/2026	\$61.83	\$15.00	\$0.00	\$0.00	\$76.83
	12/01/2026	\$63.28	\$15.00	\$0.00	\$0.00	\$78.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$0.00	\$0.00	\$69.43
	06/01/2024	\$55.71	\$15.00	\$0.00	\$0.00	\$70.71
	12/01/2024	\$57.15	\$15.00	\$0.00	\$0.00	\$72.15
	06/01/2025	\$58.43	\$15.00	\$0.00	\$0.00	\$73.43
	12/01/2025	\$59.87	\$15.00	\$0.00	\$0.00	\$74.87
	06/01/2026	\$61.15	\$15.00	\$0.00	\$0.00	\$76.15
	12/01/2026	\$62.59	\$15.00	\$0.00	\$0.00	\$77.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$35.62	\$15.00	\$0.00	\$0.00	\$50.62
	06/01/2024	\$36.47	\$15.00	\$0.00	\$0.00	\$51.47
	12/01/2024	\$37.42	\$15.00	\$0.00	\$0.00	\$52.42
	06/01/2025	\$38.27	\$15.00	\$0.00	\$0.00	\$53.27
	12/01/2025	\$39.22	\$15.00	\$0.00	\$0.00	\$54.22
	06/01/2026	\$40.08	\$15.00	\$0.00	\$0.00	\$55.08
	12/01/2026	\$41.03	\$15.00	\$0.00	\$0.00	\$56.03
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$0.00	\$0.00	\$69.43
	06/01/2024	\$55.71	\$15.00	\$0.00	\$0.00	\$70.71
	12/01/2024	\$57.15	\$15.00	\$0.00	\$0.00	\$72.15
	06/01/2025	\$58.43	\$15.00	\$0.00	\$0.00	\$73.43
	12/01/2025	\$59.87	\$15.00	\$0.00	\$0.00	\$74.87
	06/01/2026	\$61.15	\$15.00	\$0.00	\$0.00	\$76.15
	12/01/2026	\$62.59	\$15.00	\$0.00	\$0.00	\$77.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.24	\$15.07	\$0.00	\$0.00	\$54.31
	06/01/2024	\$40.24	\$15.07	\$0.00	\$0.00	\$55.31
	12/01/2024	\$40.24	\$15.07	\$0.00	\$0.00	\$55.31
	01/01/2025	\$40.24	\$15.57	\$0.00	\$0.00	\$55.81
	06/01/2025	\$41.24	\$15.57	\$0.00	\$0.00	\$56.81
	12/01/2025	\$41.24	\$15.57	\$0.00	\$0.00	\$56.81
	01/01/2026	\$41.24	\$16.17	\$0.00	\$0.00	\$57.41
	06/01/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$58.41
	12/01/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$58.41
	01/01/2027	\$42.24	\$16.77	\$0.00	\$0.00	\$59.01
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.53	\$15.07	\$0.00	\$0.00	\$54.60
	06/01/2024	\$40.53	\$15.07	\$0.00	\$0.00	\$55.60
	12/01/2024	\$40.53	\$15.07	\$0.00	\$0.00	\$55.60
	01/01/2025	\$40.53	\$15.57	\$0.00	\$0.00	\$56.10
	06/01/2025	\$41.53	\$15.57	\$0.00	\$0.00	\$57.10
	12/01/2025	\$41.53	\$15.57	\$0.00	\$0.00	\$57.10
	01/01/2026	\$41.53	\$16.17	\$0.00	\$0.00	\$57.70
	06/01/2026	\$42.53	\$16.17	\$0.00	\$0.00	\$58.70
	12/01/2026	\$42.53	\$16.17	\$0.00	\$0.00	\$58.70
	01/01/2027	\$42.53	\$16.77	\$0.00	\$0.00	\$59.30
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$0.00	\$0.00	\$69.43
	06/01/2024	\$55.71	\$15.00	\$0.00	\$0.00	\$70.71
	12/01/2024	\$57.15	\$15.00	\$0.00	\$0.00	\$72.15
	06/01/2025	\$58.43	\$15.00	\$0.00	\$0.00	\$73.43
	12/01/2025	\$59.87	\$15.00	\$0.00	\$0.00	\$74.87
	06/01/2026	\$61.15	\$15.00	\$0.00	\$0.00	\$76.15
	12/01/2026	\$62.59	\$15.00	\$0.00	\$0.00	\$77.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.82	\$15.07	\$0.00	\$0.00	\$54.89
	06/01/2024	\$40.82	\$15.07	\$0.00	\$0.00	\$55.89
	12/01/2024	\$40.82	\$15.07	\$0.00	\$0.00	\$55.89
	01/01/2025	\$40.82	\$15.57	\$0.00	\$0.00	\$56.39
	06/01/2025	\$41.82	\$15.57	\$0.00	\$0.00	\$57.39
	12/01/2025	\$41.82	\$15.57	\$0.00	\$0.00	\$57.39
	01/01/2026	\$41.82	\$16.17	\$0.00	\$0.00	\$57.99
	06/01/2026	\$42.82	\$16.17	\$0.00	\$0.00	\$58.99
	12/01/2026	\$42.82	\$16.17	\$0.00	\$0.00	\$58.99
	01/01/2027	\$42.82	\$16.77	\$0.00	\$0.00	\$59.59

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.24	\$15.07	\$0.00	\$0.00	\$54.31
	06/01/2024	\$40.24	\$15.07	\$0.00	\$0.00	\$55.31
	12/01/2024	\$40.24	\$15.07	\$0.00	\$0.00	\$55.31
	01/01/2025	\$40.24	\$15.57	\$0.00	\$0.00	\$55.81
	06/01/2025	\$41.24	\$15.57	\$0.00	\$0.00	\$56.81
	12/01/2025	\$41.24	\$15.57	\$0.00	\$0.00	\$56.81
	01/01/2026	\$41.24	\$16.17	\$0.00	\$0.00	\$57.41
	06/01/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$58.41
	12/01/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$58.41
	01/01/2027	\$42.24	\$16.77	\$0.00	\$0.00	\$59.01

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

MASSDEP GUIDANCE



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).