

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

STREET SWEEPING DISPOSAL

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 STREET SWEEPING DISPOSAL.

Estimated cost of contract is \$20,000.

Work is anticipated to begin in Spring 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 -Street Sweeping Disposal per scope of work

Item No	Description	Qty	Unit	Unit Price	Total
1	Street Sweeping Disposal	200	Ton	\$	\$

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.

CERTIFICATE OF CORPORATE VOTE

I, _____, Clerk of _____ hereby certify that, at a meeting of the Board of Directors of said Corporation duly held on _____, 20__ (DATE MUST BE EARLIER THAN DATE OF CONTRACT) at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

“VOTED:

That _____
(Name of Officer authorized to sign for Corp.)

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation; the execution of any such contract, bond or obligations by such _____
(Name of Officer)

to be valid and binding upon this Corporation for all purposes, and that a Certificate of the Clerk of the Corporation setting forth this vote shall be delivered to the

_____ Authority, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Hopkinton.

I further certify that _____
(Name of Officer)

is the duly elected _____ of said Corporation.
(Title)

Signed _____
(Clerk-Secretary)

Place of Business _____

Date of Contract _____

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: _____
(Name and Title of Officer)

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned 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 Street Sweeping Disposal”

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. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. MassDOT PREQUALIFICATION

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

I. 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.

J. 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 weighing and disposing of street sweepings generated in the ordinary and customary cleaning of public roadways and parking lots. The work under this contract shall consist of street sweeping disposal delivered by the Town of Hopkinton DPW to the Contractor's disposal facility. The Contractor shall take ownership and responsibility for the appropriate disposal for street sweepings when delivered or loaded by the DPW. All street sweepings shall be disposed of in an appropriate manner in compliance with local, state, and federal requirements.

Work under this contract shall be coordinated with the Hopkinton Highway Manager or their designee.

This work item was previously identified in Hopkinton DPW's annual Bids and Specifications for Materials and Services as Item 33.

MASS DEP REQUIREMENTS

All work to be in compliance with Massachusetts Department of Environmental Protection Reuse and Disposal of Street Sweepings Policy #BAW-18-001 dated May 14, 2018.

MEASUREMENT AND PAYMENT

Disposal of Street Sweepings measured for payment shall be based on each ton disposed of as measured at the disposal facility by certified scale. Contractor shall submit signed, legible certified weight slips.

EXAMPLE



CONTRACT FOR SERVICES

TOWN: The Town of Hopkinton

TOWN’S REPRESENTATIVE: Norman Khumalo, Town Manager

VENDOR: **VENDOR NAME HERE**

PROJECT: **PROJECT NAME HERE**

DATE: **DATE HERE**

COST: **\$COST/PRICE HERE**

The Town hereby accepts the Vendor’s proposal to perform services (“Services”) in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as **Exhibit A**; (ii) Scope of Service attached hereto as **Exhibit B**; (iii) the salary or hourly rate attached hereto as **Exhibit C**. Collectively, these documents constitute this Agreement.

COMMENCEMENT OF WORK (check applicable box):

- This Agreement constitutes a notice to proceed with services.
- Services shall not be performed under this Agreement until the Town so advises the Vendor in writing.

INSURANCE:	MINIMUM INSURANCE LIMITS
General Liability (Bodily Injury & Property Damage):	\$1,000,000.00
General Liability – Aggregate:	\$3,000,000.00
Worker’s Compensation:	\$ (as required by law)
Property Coverage (Materials in Transit)	\$ (value of materials)
Automobile Liability:	\$1,000,000.00
Umbrella Liability:	\$2,000,000.00
Umbrella Liability – Aggregate:	\$2,000,000.00
Professional Liability (Errors & Omissions):	\$2,000,000.00
Professional Liability – Aggregate:	\$2,000,000.00

List of Attached Exhibits (check applicable boxes):

Exhibit	A	B	C
Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TOWN:

VENDOR: VENDOR NAME HERE

Name: NORMAN KHUMALO

Title: TOWN MANAGER

Date Signed: _____

Name: _____

Title: _____

Date Signed: _____

Approved as to availability of funds:

Name: CINDY JOHNSTON

Title: TOWN ACCOUNTANT

Date signed: _____

Exhibit A

TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The Vendor's Project team shall consist of those persons identified on page 2 of this Agreement and the Subcontractors identified on page 2 of this Agreement. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the Town. No member of the Project team shall be replaced without the consent of the Town. The Town shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the Town shall have the right to require the Vendor to cease providing Services immediately upon written notice.

2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the Town at the Sites specified and with any party engaged by the Town in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the Town for the performance of the Vendor's Services. Time is of the essence of this Agreement.

3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the Town shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the Town. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the Town.

4. VENDOR'S COMPENSATION

- a. Charges for Services: Billing and Payment: Payments shall be made to the Vendor for Services ordered on a Proposal or used by the Town on a per-use basis in accordance with the **Rate Schedules** attached hereto as **Exhibit C**.
- b. No Compensation for Certain Services: The Vendor shall not be compensated for any services made necessary by the fault or negligence of the Vendor
- c. Subject to Appropriation: The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall

be terminated immediately without liability of the Town of damages, lost profits, penalties, or other changes arising from early termination.

5. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the Town receives a proper statement. In no event shall the Town be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

6. VENDOR'S ACCOUNTING RECORDS

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the Town or its authorized representatives for review and audit during normal business hours.

7. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the Town shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the Town without obtaining the Town's prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the Town in connection with the performance of the Vendor's Services.

8. INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the

case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance:

- Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.
- b. Professional Liability insurance for protection from claims arising out of the performance of professional services, including contractual coverage.
 - c. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.
 - d. Automobile Liability insurance applicable for any contractor who has an automobile operating exposure for protection against bodily injury and property damage.
 - e. Umbrella Liability insurance, which shall be maintained for at least three years after completion of this Agreement.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Town prior to the commencement of the Services to be rendered by the Vendor hereunder. All such policies and certificates shall be written through companies and in forms acceptable to the Town's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Town. In the event that any policy is cancelled or amended, the Vendor shall immediately provide notice to the Town and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under clause a, d and e, above, shall name the Town and such other parties as the Town shall require as "Additional Insured" parties. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.

Any Subcontractor employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the Town prior to the employment of such Subcontractor by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the Town shall require.

9. INDEMNIFICATION

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAW

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein. (c) The Town and Vendor agree that all procurements that are funded with federal funds will be performed in accordance with all known applicable federal procurement and contracting requirements.

11. TERMINATION OF AGREEMENT

The Town may terminate this Agreement as follows:

- a. Without cause, on ten days' prior written notice; or
- b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the Town all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the Town shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the Town

to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

12. MISCELLANEOUS PROVISIONS

a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the Town and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.

b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Town. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.

c. Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Vendor.

d. Confidentiality. The Vendor shall not, without the Town's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.

e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the Town and to such of the Town's architects, designers, vendors and lenders, and such other parties, as the Town shall reasonably request, in such form as the Town shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.

f. Additional Services. If the Town requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.

g. Disputes. All claims, disputes and other matters in question between the Town and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate

in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.

- h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Vendor hereunder, for the Town's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Vendor for indirect, incidental or consequential damages.
- i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.
- j. No Waiver. The Town's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the Town for all damages incurred by the Town as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.
- k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor 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.

b. In connection with the performance of work under this Agreement, the Vendor 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.

c. The Vendor 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.

14. CERTIFICATIONS BY VENDOR

By execution of this Agreement, the Vendor certifies:

a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.

c. No person, corporation or other entity, other than a bona fide full time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.

d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15. TAXES

a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.

b. The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the Town to the Vendor with respect to such tax exempt articles as may be required under this Agreement. The Vendor shall not pay, and the Town shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16. CONFLICT OF INTEREST

The Vendor acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Vendor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Vendor based on said statute.

Exhibit B

SCOPE OF SERVICES

Exhibit C

PRICING



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: Street Sweeping & Disposal Services

Job Location: various steets

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
<i>LABORERS - ZONE 2</i>						

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
Sweeper						
Laborer / Driver <i>{HOPKINTON}</i>	07/01/2023	\$27.13	\$9.72	\$0.00	\$0.00	\$36.85
	07/01/2024	\$27.41	\$9.72	\$0.00	\$0.00	\$37.13
	07/01/2025	\$27.69	\$9.72	\$0.00	\$0.00	\$37.41
	07/01/2026	\$27.97	\$9.72	\$0.00	\$0.00	\$37.69
	07/01/2027	\$28.23	\$9.72	\$0.00	\$0.00	\$37.95

Additional Apprentices 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. Apprentices 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 POLICY



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

REUSE AND DISPOSAL OF STREET SWEEPINGS

DEPARTMENT OF ENVIRONMENTAL PROTECTION

POLICY # BAW-18-001

(SUPERSEDES POLICY # BWP-94-092)

This Policy provides guidance to the regulated community about the Department of Environmental Protection's requirements, standards, and approvals for handling reuse or disposal of street sweepings. This Policy supersedes Department Policy BWP-94-092.

5/14/18

Date

Christine Kirby
Assistant Commissioner

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.
TTY# MassRelay Service 1-800-439-2370

MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

**POLICY #BAW-18-001
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1. Policy Statement and Scope

This Policy explains MassDEP requirements for managing Street Sweepings. Street Sweepings are “solid waste” subject to the Massachusetts solid waste regulations. The options for managing Street Sweepings are as follows.

- Use the Street Sweepings in accordance with the preapproved uses described in Section 4 of this policy.
- Use the Street Sweepings for a beneficial use not included in the list of preapproved uses after obtaining a permit from MassDEP under the provisions of the solid waste regulations, 310 CMR 19.060, Beneficial Use of Solid Wastes.
- Dispose of Street Sweepings at a permitted solid waste landfill.

2. Applicability

This policy applies to the reuse or disposal of Street Sweepings that are generated in the ordinary and customary cleaning of roadways and parking lots. This policy does not apply to catch basin cleanings or Street Sweepings mixed with catch basin cleanings or any other type of wastes. The disposal and reuse of catch basin cleanings is discussed in the “Management of Catch Basin Cleanings” Fact Sheet issued by the MassDEP (<https://www.mass.gov/lists/massdep-solid-waste-policies-guidance-fact-sheets>).

This policy does not apply to the material generated as the result of the clean-up of an oil or hazardous material spill. However, Street Sweepings that are generated in the ordinary and customary maintenance of roadways and parking lots are not exempt from the Hazardous Waste Regulations, 310 CMR 30.000, and must be handled as hazardous waste when they exhibit any of the characteristics of a hazardous waste. If there is no evidence of unusual contamination, MassDEP does not require Street Sweepings to be routinely tested, but, as is the case with any waste, the generator has the ultimate responsibility for determining whether the waste is a hazardous waste.

Although Street Sweepings are not considered soil, they may be managed under Policy #COMM-97-001, “Reuse and Disposal of Contaminated Soil at Massachusetts Landfills”, in accordance with Section 5.5 of this policy.

3. Definitions

This section contains definitions of the important terms used in this Policy.

Department or MassDEP means the Massachusetts Department of Environmental Protection.

Parking lots mean publicly or privately owned paved areas that provide access for the general public to park their car while patronizing retail or service businesses. Parking lots also include the paved areas used by the employees at office parks and businesses.

Private way means the strip of land over and under a privately owned, paved road or highway.

Public way means the strip of land over and under a publicly owned, paved road or highway and includes the publicly owned land adjacent to the road or highway.

Street Sweepings means materials consisting primarily of sand and soil generated during the routine cleaning of roadways or parking lots but may also contain some leaves and other miscellaneous solid wastes collected during street sweeping. Street Sweepings do not include the material generated during the clean-up of a spill or material from other structures associated with a roadway such as catch basins.

Urban center roads mean local roads in central commercial and retail business districts and industrial and manufacturing areas.

4. Handling

4.1 Collection of Street Sweepings

Although MassDEP does not regulate the collection of Street Sweepings, collection practices should be compatible with intended uses. Keeping sweepings from Urban Center Roads separate from sweepings from other areas will provide the generator of the Street Sweepings with the most options under this policy.

This policy does not cover sweepings known to be contaminated by spills, and such sweepings should be collected separately and kept segregated. Depending on the contamination and circumstances, the handling of contaminated sweepings may be governed by the Massachusetts Contingency Plan, 310 CMR 40.0000, the Massachusetts Hazardous Waste Regulations, 310 CMR 30.000, the Massachusetts Site Assignment Regulations for Solid Waste Facilities, 310 CMR 16.00 or the Massachusetts Solid Waste Management Facility Regulations, 310 CMR 19.000.

4.2 Storage

Street Sweepings shall be temporarily stored prior to use, only when the following conditions are satisfied:

- Storage must be:
 - at the site where the sweepings are generated (e.g. at a parking area that was swept);
 - at a location, such as a Department of Public Works (DPW) yard, that is under the control of the governmental entity doing the sweeping or has contracted for the sweeping; or,

- at other locations with prior written approval from the appropriate MassDEP Regional Office.
- The Street Sweepings shall be protected from wind and rain to the extent necessary to prevent dust, erosion, and off-site migration;
- The Street Sweepings shall not be stored within the 100 foot buffer zone of a wetland or within wetland resource areas including bordering vegetative wetlands and riverfront areas;
- The Street Sweepings shall not be stored within 500 feet of a ground or surface drinking water supply;
- Storage of the Street Sweepings shall incorporate good management practice and result in no public nuisance; and
- Storage of the Street Sweepings must be temporary. Street Sweepings shall be used within one year of collection unless the MassDEP Regional Office where the Street Sweepings are stored grants a written extension. An extension may be granted when it is demonstrated that all storage conditions will continue to be satisfied and the stored Street Sweepings will be put to a specific identified use prior to the expiration of the extension period.

4.3 Preparation Prior to Use

Solid waste, such as paper, auto parts and other trash, shall be removed from all Street Sweepings prior to use. Solid waste screened from the Street Sweepings shall be disposed of at a permitted solid waste facility. Leaves, twigs and other organic matter should also be removed when good engineering practice indicates this is necessary to produce a material that is suitable for the intended use.

5. Approved Uses, Restrictions & Conditions-No Prior Approval Needed from MassDEP

This policy allows Street Sweepings to be used in several applications. An approval from MassDEP is not required when the restrictions and conditions are adhered to as identified in this policy. However, Street Sweepings shall not be used unless prior approval is obtained from the owner of the location where the sweepings are to be used.

5.1 Use at Landfills

Street Sweepings may be used for daily cover at permitted lined solid waste landfills and need no prior MassDEP approval if the Street Sweepings satisfy the requirements for daily cover material specified at 310 CMR 19.130(15). A list of active permitted solid waste landfills can be found on the MassDEP website.

5.2 Use as Fill in Public or Private Ways and Parking Lots

Street Sweepings may be used for fill in public and private ways and parking lots without prior approval from MassDEP only when the following additional restrictions and conditions are observed:

- The Street Sweepings have not been collected from Urban Center Roads (see definition);
- Any collection, storage, or preparation for use of the Street Sweepings shall be in accordance with Sections 4.1 and 4.2 of this policy.
- The Street sweepings have been screened to remove all debris and solid waste and all debris/solid waste screened from the sweepings shall be disposed at a permitted solid waste facility (see Section 8);
- The Street Sweepings are kept above the level of the groundwater;
- The Street Sweepings are not used in designated "No Salt Areas";

- The Street Sweepings are not used within the 100 foot buffer zone of a wetland or within wetland resource areas including bordering vegetative wetlands and riverfront areas;
- The Street Sweepings are not used within 500 feet of a ground or surface drinking water supply;
- In public ways the Street Sweepings are used under the paved road surface or, except in residential areas, as fill along the side of the road within the public way;
- In private roadways or in residential areas the Street Sweepings are used only under the paved road surface; and
- In parking lots the Street Sweepings are used only under the paved parking surface.

5.3 Use As an Additive to Restricted Use Compost

Street Sweepings may be used as an additive to compost without prior written approval from MassDEP only when the following additional restrictions and conditions are observed:

- The Street Sweepings have not been collected from Urban Center Roads (see definition);
- Any collection, storage, or preparation for use of the Street Sweepings shall be in accordance with Sections 4.1 and 4.2 of this policy.
- The Street Sweepings have been screened to remove all debris and solid waste and all debris and solid waste screened from the sweepings is disposed at a permitted solid waste facility (see Section 8);
- The compost is used only along public ways and parking lot areas;
- The compost is not used in residential areas;
- The compost is kept above the level of the groundwater;
- The compost is not used in designated "No Salt Areas";
- The compost is not used within the 100 foot buffer zone of a wetland or within wetland resource areas including bordering vegetative wetlands and riverfront areas; and
- The compost is not used within 500 feet of a ground or surface drinking water supply.

5.4 Reuse as Anti-Skid Material

Street Sweepings may be used as a component to anti-skid material (e.g. street sanding material) without prior written approval from MassDEP only when the following additional restrictions and conditions are observed:

- The Street Sweepings have not been collected from Urban Center Roads (see definition);
- Any collection, storage, or preparation for use of the Street Sweepings shall be in accordance with Sections 4.1 and 4.2 of this policy;
- The Street Sweepings have been screened to remove all debris and solid waste and all debris and solid waste screened from the Street Sweepings is disposed at a permitted solid waste facility (see Sections 8);
- The anti-skid material/Street Sweepings are not used in designated "No Salt Areas";
- The anti-skid material/Street Sweepings are not used within the 100 foot buffer zone of a wetland or within wetland resource areas including bordering vegetative wetlands and riverfront areas; and
- The anti-skid material/Street Sweepings are not used within 500 feet of a ground or surface drinking water supply.

The use of Street Sweepings as anti-skid material in accordance with this policy is not a determination of the efficacy of the material for this purpose. Proper engineering review should be done to ensure the material works as intended.

5.5 Reuse at Landfills Regulated Under MassDEP Policy #COMM-97-001

Street Sweepings may be reused at a permitted Massachusetts landfill and need no prior written MassDEP approval if the sweepings have been adequately characterized pursuant to the MassDEP Policy #COMM-97-001 and the Street Sweepings have been screened to remove debris and solid waste.

All screened debris and solid waste removed from Street Sweepings shall be disposed of at a permitted solid waste facility. Street Sweepings for use at the landfill may contain only incidental, randomly dispersed, de minimis quantities of ash and/or Solid Waste as defined in 310 CMR 16.000 and 310 CMR 19.000, which collectively shall comprise less than 1% by volume of the Street Sweeping materials, as determined by visual inspections. Any Street Sweeping materials approved and brought onto the landfill property for use at the landfill shall contain no more than 5% (by volume) of Asphalt Pavement, Brick, and Concrete (“ABC”) material (as defined in 310 CMR 19.000), as determined by visual inspection. Any such material must measure less than 6 inches in any dimension.

Persons who wish to send Street Sweepings to a landfill must comply with MassDEP Policy #COMM-97-001 which requires sampling of the Street Sweepings to demonstrate that the Street Sweepings meet the standards listed in the Policy.

5.6 Use at Reclamation Soil Facilities Regulated Under MassDEP Policy # COMM-15-01

Street Sweepings may be used for fill at a permitted Reclamation Soil Facility (the Facility) and need no prior written MassDEP approval if the Street Sweepings have been adequately characterized pursuant to the Facility-specific Soil/Fill Management Plan and the Street Sweepings have been screened to remove debris and solid waste.

All screened debris and solid waste removed from Street Sweepings shall be disposed of at a permitted solid waste facility. Street Sweepings for use at the Facility may contain only incidental, randomly dispersed, de minimis quantities of ash and/or Solid Waste as defined in 310 CMR 16.000 and 310 CMR 19.000, which collectively shall comprise less than 1% by volume of the Street Sweeping materials, as determined by visual inspections. Any Street Sweeping materials approved and brought onto the property for use at the Facility shall contain no more than 5% (by volume) of ABC material, as determined by visual inspection. Any such material must measure less than 6 inches in any dimension.

Pursuant to Policy # COMM-15-01, persons who wish to send Street Sweepings to a Facility must sample and analyze the Street Sweepings as required by the Facility’s Soil/Fill Management Plan and demonstrate that the Street Sweepings meets the Facility’s acceptance criteria. Unless specifically addressed in a Facility’s Soil/Fill Management Plan, a minimum sampling frequency of 1 sample per 100 cubic yards is required for characterization of Street Sweepings originating from Urban Center Roads. Street Sweepings originating from non-Urban Center Roads may be sampled at a minimum of 1 sample per 500 cubic yards. Regardless of its point of origin, if the total quantity of Street Sweepings is less than 100 cubic yards, a minimum of one composite sample is required for characterization of the material. A list of active permitted Reclamation Soil facilities may be found at <https://www.mass.gov/soil-transport-re-use-and-disposal>.

6. Approved Use, Restrictions & Conditions- Prior Approval Needed from MassDEP

This policy allows Street Sweepings to be used in several applications. Prior written approval from MassDEP is required when using the Street Sweepings as identified in this section of the policy. In addition, Street Sweepings shall not be used at a location until prior written approval is obtained from the owner of the location where the Street Sweepings are to be used.

6.1 Use as a Bulking Agent for Wastewater Sludge or Septage Disposal

Street Sweepings may be used as a bulking material for wastewater treatment plant sludge or septage when the mixed material will be disposed in a permitted lined or unlined sludge or septage landfill in compliance with MGL Chapter 21, Sections 26-53 and MGL Chapter 83 Sections 6 & 7 provided that the appropriate MassDEP Regional Office's Bureau of Water Resources has granted prior written approval.

7. Other Uses

Any use not approved in this policy requires a MassDEP permit under the Beneficial Use provisions of the Solid Waste Management Facility Regulations at 310 CMR 19.060. A "Beneficial Use Determination" (BUD) can be issued only after the submission of an application characterizing the waste and describing the proposed beneficial use.

8. Disposal

While the beneficial use of Street Sweepings is strongly encouraged, MassDEP does not prohibit the disposal of Street Sweepings. Street Sweepings may be disposed in permitted solid waste landfills without prior approval from the Department.

9. Record Keeping

Any entity using Street Sweeping for any use listed under sections 5.3 or 5.4 shall keep records for a period of three years of the source of the sweepings, the location of use and the amount of sweepings used.

10. Additional Information

For additional copies of this policy, permit application forms or other MassDEP documents, call any MassDEP Regional Office and ask for the Service Center or visit <http://www.mass.gov/dep>. The permit application numbers for Beneficial Use Determinations are BWP SW 39, 40, 41 and 42.

Copies of all Massachusetts regulations, including the solid waste regulations, are available at the MassDEP website and may also be purchased from the State House Bookstore at 617-727-2834. The solid waste regulations are:

- 310 CMR 16.000, Site Assignment Regulations for Solid Waste Facilities: and,
- 310 CMR 19.000, Solid Waste Management Facility Regulations.

If you have technical questions about the policy, please call any MassDEP Regional Office and ask to speak with a staff member in the solid waste program