



CITY OF QUINCY, MASSACHUSETTS

Purchasing Department

Thomas P. Koch
Mayor

Kathryn R. Hobin
Purchasing Agent

INVITATION TO BID

The City of Quincy, acting on behalf of the Department of Public Works, is seeking sealed bids for the **Removal of Asbestos Contaminated Debris, Parcels C4 and C5 until 11:00 A.M.**, local time, on **Tuesday, March 6, 2012**, in the offices of the Purchasing Agent, 1305 Hancock St., Quincy, Massachusetts 02169, at which time and place all bids will be publicly opened and read aloud.

The City of Quincy is seeking bids for the complete loading and removal of a stockpile of demolition debris that includes asbestos containing material. During installation of a culvert for the Town Brook relocation at 1601 Hancock Street in Quincy, a buried building foundation and other debris was encountered. The location of the culvert required that portions of the foundation and debris be removed. The foundation and related debris was excavated and stockpiled on the adjacent Parcel C5 that is part of the Quincy Center Concourse Project. ***A non-mandatory walk-through will be held, Friday, February 24, 2012, at 10:00 A.M.***, at 1601 Hancock St, project site. (at the intersection of Mayor Hannon Pkwy and Hancock St.) All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through fax: 617-376-1074 and email: khobin@quincyma.gov and cc: to ktrillcott@quincyma.gov Questions will be accepted until February 28, 2012 at 4:00 p.m.

Detailed specifications are available on-line at the City of Quincy's website, www.quincyma.gov and also available at the Office of the Purchasing Agent, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts, 02169, between the hours of 8:30^{AM} and 4:30^{PM} for a non-refundable printing charge of \$25.00. Specifications will be available on February 15, 2012.

Each bid shall be accompanied by a bid security in the amount of five percent (5%) of the total value of the bid in the form of a bid bond or certified/treasurer's check.

The bidding and award of this contract shall be in full compliance with Massachusetts General Laws, Chapter 30, Section 39M, as last revised. All Federal, State and City of Quincy regulations in relation to Minority Business Enterprise, Women's Business Enterprise, Minority Work Force, Equal Employment Opportunity, Employment of Quincy Residents and subject to the minimum wage rates set under the Massachusetts Prevailing Wage Law Chapter 149, §26 to 27H and/or any applicable federal rates. The City reserves the right to waive any informality in or to reject any or all bids when such an action is deemed in the best interests of the City.

Thomas P. Koch
Mayor

Kathryn R. Hobin
Purchasing Agent

Advertise

The Quincy Sun-03/17/2012
The Central Register

Req. No.

Req #: 030612
February 15, 2012

Dept. Charged: Public Works



CITY OF QUINCY, MASSACHUSETTS
PURCHASING DEPARTMENT
1305 HANCOCK STREET, QUINCY, MA 02169

DETAILED SPECIFICATIONS AND REQUIREMENTS

Issue Date: FEBRUARY 15, 2012
Bid Call: MARCH 6, 2012 @ 11:00 A.M.
Department: DEPARTMENT OF PUBLIC WORKS
Subject: REMOVAL OF ASBESTOS CONTAMINATED DEBRIS, PARCELS C4 and C5

1. Certified check or 5% bid bond is required..... (Paragraph 1, line 09-17)
2. A 50% Payment Bond is required (Paragraph 1, line 24-29)
3. Quantities. (Paragraph 4, line 51-52)
4. Samples must be supplied when requested..... (Paragraph 6, line 10-15)
5. Be sure **PROPOSAL SHEET 5 OF 5 IS SIGNED AND COMPLETED.** If not the bid may not be accepted.
6. **DO NOT SEPARATE ANY SHEET FROM THIS BID CALL.**
7. All prices are to include delivery F.O.B. destination unless noted otherwise.
8. Wherever a manufacturer's name or model number is specified, it is to be clearly understood that the words "**OR APPROVED EQUAL**" follow.
9. All vendors must acknowledge in writing receipt of any addenda.
10. **Every bid delivered must contain one original and three copies.**

* TO THE EXTENT APPLICABLE THE FOLLOWING SECTIONS OF MASSACHUSETTS
GENERAL LAWS ARE INCORPORATED HEREIN BY REFERENCE:

**M.G.L. CHAPTERS 30B, CHAPTER 149, CHAPTER 30, SECTIONS 39A, 39B AND 39F-R.
M.G.L. AND CHAPTER 149, AS AMENDED**

In the event of any inconsistency between the bid, Information for Bidders, Bid Forms, Conditions or any other Contract Document or potential Contract Document and these statutes; or any other applicable statutes, by-laws or regulations existing on the date on which the bid is submitted, then the statute, by-laws or regulations shall govern. Such inconsistency shall not be grounds for invalidating this invitation to bid.

NOTICE TO BIDDERS

The successful bidder will be required to conform to the payment of Prevailing Wage Rates, as determined by the Commissioner of Labor & Industries under the provision of M.G.L., Chap. 149, Sect. 26 to 27D as amended.

LIABILITY, PROPERTY DAMAGE and WORKERS' COMPENSATION coverage is required of the successful bidder before any work can be started.

SPECS: **REMOVAL OF ASBESTOS CONTAMINATED
DEBRIS, PARCELS C4 and C5**

DATE: _____

BIDDER: _____

ADDRESS: _____

PHONE/FAX/EMAIL: _____



CITY OF QUINCY, MASSACHUSETTS
PURCHASING DEPARTMENT, CITY HALL

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. I. INVITING BIDS

2. (a) Sealed bids are invited for furnishing to the City of Quincy, Massachusetts, the described materials,
3. commodities or services all in accordance with the specifications and conditions attached hereto and made a part
4. thereof.

5. (b) Form of proposal to be used and copies of specifications and conditions are available at the Purchasing
6. Agent's office, 1305 Hancock Street.

7. (c) All bids must be filed with the Purchasing Agent of the City of Quincy, Massachusetts, at or before the
8. hour of time set forth in the legal and published advertisement, a copy of which is here attached, also at the definite
9. place so stated, and on the forms furnished by the Purchasing Agent. Each bid shall be accompanied by bid bond
10. or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable
11. to the City of Quincy, Massachusetts. The amount of such cash or check shall be not less than five percent (5%) of
12. the value of the proposed work, as estimated by the awarding authority, but in no event less than one hundred
13. dollars nor more than fifty thousand dollars. This deposit above mentioned shall be as a guarantee that the bidder
14. will enter into the proposed contract, if awarded to him. This requirement shall become effective unless stated to
15. the contrary or deleted under "Detailed Specifications and Requirements." This certified check will be returned
16. after the awarded contracts have been completely signed and proper delivery made, together with any performance
17. bond if required in the bid form.

18. (d) This proposal is genuine and not collusive or made in the interest of or in behalf of any person not
19. herein named, and that the bidder has not directly, or indirectly, induced or solicited any other bidder to put in a
20. sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any
21. manner sought by collusion to secure for himself an advantage over any other bidder. Any bid made in violation
22. thereof, shall not be considered. This agreement in detail shall be found under paragraph XVIII (18) entitled
23. "Affidavit and/or Agreement."

24. (e) The successful bidder shall, within ten (10) days after the award, enter into a written contract with
25. said City in accordance with the draft of contract furnished by the City Solicitor for furnishing the described
26. materials, commodities or services and execute as a part of said contract, a satisfactory performance bond in the
27. amount of (100%) one hundred percent of the aggregate amount of the contract unless otherwise stated in the
28. "Detailed Specifications and Requirements," and shall be continued for the faithful performance of the contract
29. and executed by the Contractor and a responsible surety company.

30. (f) The right is reserved to reject any and all bids or to accept any bid or to accept any part of a bid or the
31. one deemed best for the City.

32. II. FORM OF PROPOSAL AND SIGNATURE

33. The proposal must be made on this form provided for that purpose, unless otherwise stated, enclosed in a
34. sealed envelope and plainly marked: "Bid Enclosed - Date: and Time of bid opening, (envelope provided,) and
35. addressed to the Purchasing Agent, 1305 Hancock Street, Quincy, Massachusetts. If the bid is made by an
36. individual it must be signed by the full name of the bidder, whose address must be given; if it is made by a firm -
37. (partnership) - it must be signed with the co-partnership name and by a member of the firm, and the name and
38. residential address of each member of the firm must be given. If made by a corporation it must be signed by the
39. proper officer in the corporate name, and the corporate seal must be attached to such signature. A certificate under
40. oath authorizing the proposal or contract signature as legal and binding upon the corporation must be submitted
41. with the proposal, especially before a contract is issued. No telegraphic or telephonic proposal will be considered
42. or accepted.

43. III. PROPOSALS

44. Blank spaces in the proposal must be properly filled in, using ink, indelible pencil or typewriter. Alterations
45. by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. Unless
46. otherwise stated bids will be received on one or more or all items, and the bidder may name a lump sum conditional
47. on two or more items being awarded to him. Bidders are invited to be present at the opening of proposals. Bidders
48. must specifically quote on units as shown on specification sheet. In case of error in extension of prices, the unit
49. price will govern.

50. IV. QUANTITIES

51. The quantities given are approximate, meaning more or less and are herein given and attached and are a
52. Part of the bid and/or proposal.

1. V. QUOTATION OFFERED:

2. (a) Firm price bids will be given first consideration. The city desires to have the advantage of any general
3. price decrease effective during the life of the contract, Will you, if the successful bidder, so grant?

4. (b) All quotations must be properly and correctly extended against each unit price offered.

5. (c) Every quotation sheet must be labeled at the bottom right hand section with the bidder's firm name, This
6. identification shall not be considered as a signature.

7. (d) Upon signing and offering his or their bid to the City, it shall be considered that he has seen, read and
8. had in his possession a full and complete bid call, all forms and information pertaining thereto.

9. VI. SAMPLES

10. Whenever samples are required, and so stated in specifications, all samples will be received at sender's risk
11. and expense. However, if samples are used by or retained as City Property, other than those considered as gift or
12. free or so stated in proposal, they will be paid for at the quoted unit price as offered in the proposal. Otherwise, all
13. samples will be returned with postage paid by the City. All samples must be properly marked or tagged with
14. complete identification and to also include: (1) firm name, (2) firm address, (3) catalogue number, and (4) quoted
15. price.

16. VII. PRODUCT

17. (a) The product shall meet the requirements and satisfaction of the City of Quincy and the using and/or
18. ordering department, Bidders must state and identify the product offered, such as manufacturer's name, trade
19. name, brand name and quality under each item on which they bid. If brand names are not given under each item, it
20. shall be considered "NO BID." WE MUST KNOW WHAT HAS BEEN OFFERED.

21. (b) Unless otherwise stated in writing under "Detailed Specifications" all products, material,
22. commodities, supplies or articles herein called for must be brand new, unused and the latest product manufactured
23. in the current year of any name and nature, whenever offered. Used or rebuilt or shopworn materials will not be
24. acceptable, unless otherwise stated in writing by the City.

25. VIII. BRAND NAMES

26. Wherever brand names are given or their particular specifications are mentioned or referred to, it is not the
27. City's intent to limit competition, but merely to indicate to the bidder the general type of commodity to be supplied.
28. The City invites bids on comparable commodities in all cases. All specifications and its basis are: "Or Equal."

29. IX. TERMS

30. The cash discount period shall not be less than twenty (20) days. All prices quoted or offered shall be net
31. and delivered F.O.B. using or ordering department. The cash discount will not be considered for a deciding factor
32. when determining the low bidder.

33. X. DELIVERY

34. All deliveries shall be as required and requested according to the using and/or ordering department. All
35. goods must be delivered in first class condition, if otherwise, they are subject to rejection. All deliveries shall con-
36. form in every respect with all laws applicable to the Federal Government and/or the Commonwealth of
37. Massachusetts and/or the City of Quincy.

38. The contractor shall be responsible for the delivery of the full net weight or count at the point of delivery for
39. which payment is made. Check weighing may be made by the City or any authorized representative at the point of
40. delivery or at any other point the City may elect. All original sworn certificates of weights at origin shall be attached
41. to the contractor's certificate of weight at time and place of delivery. The same shall be surrendered to the City of
42. Quincy.

43. Should the successful bidder fail to make delivery within a reasonable time after receipt of order, the City
44. Reserves the right to make the purchase on such orders at the open market and charge any excess over contract price
45. to the account of the successful bidder, who shall pay the same.

46. XI. TAXES

47. A tax exemption certificate will be issued in lieu of any refundable tax. It is desired that all prices be
48. quoted, exclusive of any tax applicable to this transaction. Such tax or taxes should be itemized and shown as a
49. separate rare item, preferably in dollars and cents, in both the proposal and on the invoices covering deliveries on a
50. contract. If the tax is applicable to this transaction, and is not definitely shown in the bidder's quotation, then such
51. quotation will be considered to be exclusive of such tax.

1. XII. INVOICING

2. Every commodity invoiced must be identified with the item number opposite such commodity shown and
3. Given on our bid form. All unit prices must be shown against each commodity invoiced; if not, invoice will be
4. returned for such information. This information will expedite the payment of all invoices. Invoices which do not
5. carry a cash discount period shall be rendered once a month. All invoices shall be rendered in triplicate to the
6. Purchasing Department, 1305 Hancock Street, Quincy, Massachusetts 02169.

7. XIII. PAYMENTS

8. Complete or partial payment on the contract will be made in approximately thirty days from date of
9. delivery or completion and acceptance, unless otherwise provided for in bidder's proposal or under "Detailed
10. Specifications."

11. XIV. FORCE MAJEURE CLAUSE

12. (a) The contractor will be excused from the performance of the contract in whole or in part, only by reason
13. of the following causes:

14. 1. When such performance is prevented by operation of law.
15. 2. When such performance is prevented by an irresistible super human cause.
16. 3. When such performance is prevented by an act of the public enemies of the Commonwealth of
17. Massachusetts, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond
18. the control of the contractor, or unavoidable casualty.
19. 4. When such performance is prevented by the inability of the contractor to secure necessary materials,
20. supplies or equipment by reason of:

21. (a) Appropriation or use thereof by the Federal Government; or

22. (b) Regulations imposed by the Federal Government.

23. (b) No other Force Majeure Clause or conditions may pertain to or become a part of this bid; and any
24. changes in the conditions stated herein will cause the bid to be rejected.

25. XV. ERRORS AND OMISSIONS

26. The contractor shall not be allowed to take advantage of any errors and/or omissions in these specifications
27. or in the contractor's specifications submitted with his proposal. Full instructions will always be given when such
28. errors or omissions are discovered.

29. XVI. PATENT RIGHTS

30. The contractor agrees to save, keep, bear harmless and fully indemnify the City and any of its officers or
31. agents from all damages, costs, or expenses in law or equity that may at any time arise or to be set up for any
32. infringement of the patent rights of any person or persons in consequence of the use of the City, or by any of its
33. officers or agents, of articles supplied under this contract, and of which the contractor is not the patentee or
34. assignee, or which the contractor is not lawfully entitled to sell.

35. XVII. DEFINITIONS

36. The following meanings are attached to the defined words when used in these specifications and the
37. contract:

38. (a) The word "City" means The City of Quincy, Massachusetts.

39. (b) The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or
40. any part thereof.

41. (c) The word "Contractor" means the person, firm or corporation with whom the contract is made by
42. carrying out the provisions of these specifications and the contract.

43. (d) The words "Firm Price" shall mean a guarantee against price increase.

44. (e) Additional definitions may appear hereinafter under "Detailed Specifications."

45. XVIII. AFFIDAVIT and/or AGREEMENT

46. In all instances, the Affidavit terms and agreement contained herein shall become a part of the bid, and/or
47. proposal and/or contract in fact and without any reservation or secret evasion whatsoever.

48. The bidder named in the proposal and who has signed the same and who submits herewith to THE CITY
49. OF QUINCY, MASSACHUSETTS, the attached proposal states and agrees:

50. That he, she or they is (are) the person(s) whose name(s) is (are) signed to there hereto attached proposal; that
51. said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that
52. such proposal was not made in the interest of behalf of any person, partnership, company, association, organization
53. or corporation not therein named or disclosed.

1. Affiant further deposes and says: That the bidder has not directly or indirectly by agreement,
2. communication or conference with anyone attempted to induce action prejudicial to the interest of the public body
3. which is to award the contract, or of any other bidder, or anyone else interested in the proposed contract; that the
4. bidder has not in any manner sought by collusion to secure for himself, itself, themselves, an advantage over any
5. other bidder.

6. Affiant further deposes and says that prior to the public opening and reading of bids the said bidder:

7. (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid;

8. (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or
9. anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;

10. (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with
11. anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost
12. element of his, its, their price or that of anyone else;

13. (d) did not, directly or indirectly, submit his, its, their bid price or any breakdown thereof, or the
14. contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company,
15. association, organization, bid, depository, or to any member or agent thereof, or to any individual or group of
16. individuals, except to the awarding authority or to any person or persons who have a partnership or other financial
17. interest with said bidder in his, its, their business.

18. Bidder shall strike out words not appropriate to his bid and initial same.

19. XIX. INSURANCE

20. An approved and satisfactory bona fide certificate of insurance in effect, to protect the insured, the con-
21. tractor and the City of Quincy resulting from this agreement, must be submitted to the City of Quincy through the
22. Purchasing Agent before any work of any name or nature can be started. This insurance must cover workmen's
23. compensation, public liability and property damage. The certificate of insurance must clearly state thereon that it
24. is a Certificate of Insurance, name of the insured and his or their address, kind of policies in effect, number of the
25. policy in effect for identification purposes, expiration date of said policy, limits of liability expressed in dollar value
26. for one person, for one accident, also the aggregate for each person and each accident, description of operations or
27. work covered and in what State or Commonwealth. There must also be a statement under signature to the effect
28. that, "in the event of cancellation of the said policies the company will mail notice thereof to the City of Quincy
29. Purchasing Agent, at 1305 Hancock Street, Quincy, Massachusetts at whose request this certificate is issued." This
30. certificate must be properly dated and legally signed by an authorized agent for the insurance company. This
31. certificate must state the name of the insurance company as underwriter and its home office address. All insurance
32. must satisfy all legal requirements as set forth in the laws, rules and regulations of the Commonwealth of
33. Massachusetts.

34. XX. CONTRACT

35. (a) The bidder to whom the award is made will be required to enter into a written contract with the City of
36. Quincy, in the form approved by the City Attorney. All materials or services given or supplied by the Contractor
37. shall conform to the applicable requirements of the City Charter, City Ordinances, or Commonwealth of
38. Massachusetts laws covering Labor, Wages, Insurance, Safety and all other legal requirements of any name or
39. Nature, as well as conforming to the specifications contained herein. In case of default by the Contractor, the City
40. reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for
41. any and all excess costs occasioned by the City thereby.

42. (b) The period to be covered by the contract will be found under "Detailed Specifications."

43. (c) The City makes no guarantee as to the quantities to be delivered under the terms of the contract.

44. (d) The City reserves the right to order small quantities at the quoted prices prior to the execution of the
45. contract, as samples, testing, trial orders otherwise without any liability or commitment on the part of the City
46. whatsoever.

47. (e) Any qualifications or special information can be listed on a separate sheet and attached hereto with
48. signature.

49. (f) Any and all city purchases made as samples, testing, trial orders or of similar nature shall not be
50. considered a breach of contract or give cause for any legal action or litigation.

51. (g) Specifications, conditions, and Information and Instructions to Bidders are here attached and are a
52. part of the bid and/or proposal.

PROPOSAL TO CITY OF QUINCY, MASSACHUSETTS

1. To the Purchasing Agent
2. City of Quincy, Massachusetts

3. Date offered: _____ 20____

4. Gentlemen:

5. The undersigned hereby proposes to furnish the City of Quincy, complete or any part thereof, the listed services,
6. articles, commodities and materials, all in accordance with the attached list, conditions, specifications and the information
7. and Instructions to Bidders made a part hereof.

8. The undersigned furthermore agrees that he will execute the necessary and satisfactory bond together with
9. necessary contract in sextuplicate within ten (10) days from the date when he shall have been notified that his proposal
10. has been accepted in whole or in part by the City of Quincy.

11. The undersigned furthermore agrees that, in case of default in executing such contract, with necessary bond, that
12. the check accompanying this bid, and the money payable thereon, shall be fortified thereby to and remain the property
13. of the City of Quincy.

14. This offer and/or proposal has been given after having had the complete bid call to work from and considered
15. the same.

16. This offer and bid has been made and given all in accordance with Article and Paragraph Number Eighteen
17. (XVIII) and made a part hereof.

18. TERMS:

- 19. (a) The discount period shall not be less than twenty (20) days.
- 20. (b) The City will receive the benefit of any general price decrease effective during the life of the contract.
- 21. (c) The City will be notified of all price decreases.
- 22. (d) This is a *firm price* meaning guarantee against price increase.
- 23. (e) Delivered F.O.B. to using department, as directed.

24. (f) This offer to be accepted on or before _____ 20____

25. Delivery Offered: _____

26. Priority Required: _____

27. Firm Name: _____

28. Signed by: _____ Signature and Title Corporate Seal or L.S.

29. Address: _____

30. Signature of Partners: 1. _____ 2. _____

31. " " " 3. _____ 4. _____

32. Name of Corporation President: _____

33. Name of Corporation Secretary: _____

34. Corporation organized under State of: _____ Date: _____

35. Partner's Residential Address:

36. 1. _____

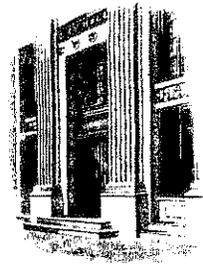
37. 2. _____

38. 3. _____

39. 4. _____



City of Quincy
City Hall
1305 Hancock Street
Quincy, Massachusetts 02169
Purchasing Department



THOMAS P. KOCH
Mayor

Kathryn R. Hobin
Purchasing Agent
Phone: (617) 376-1060
Fax: (617) 376-1074

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

Name: _____

Address: _____

City, Town & Zip: _____

Email #: _____

Name of Business: _____



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

TAX COMPLIANCE CERTIFICATE

MASS. GENERAL LAWS, CH. 62C, S: 49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support.

Signed under the pains and penalties of perjury.

(1) Individual Contractor

(Contractor's Name and Signature)

Social Security Number

(2) Corporation, Association
or Partnership

(Contractor's Name)

Federal Tax ID Number, or
Social Security Number

By:

(Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.

CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

_____ (NAME OF CORPORATION)

held on _____, at which all the Directors were present or waived notice, it was
(DATE)
VOTED, that:

_____ (NAME) _____ (OFFICER)

of this company, he and he/she hereby is authorized to execute Contracts and Bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such _____ under seal of the Company, shall be valid
(OFFICER)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of future Contracts until notified to the contrary.

A true copy,

ATTEST: _____
(CLERK'S SIGNATURE)

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the:

_____ that _____ is the
(COMPANY) (NAME)

duly elected _____ of said Company, and that the above VOTE has not been
(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

_____ CORPORATE SEAL

CERTIFICATION RELATING TO DEBARMENT AND SUSPENSION

The undersigned contractor certifies to the City of Quincy that neither it nor its principals, officers or any affiliated entities has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction in accordance with the requirements of OMB Circular A-87 and with Executive Order 12549, "Debarment and Suspension."

Furthermore, the contractor certifies that it shall not make any subcontract or permit any subcontract to be made with any party which is debarred or suspended or is otherwise excluded in accordance with said OMB Circular and with Executive Order 12549.

This certification shall be for the benefit of the City of Quincy and its successors and/or assigns and is binding upon the contractor, its successors and assigned.

Executed under seal this _____ day of _____, _____.

Contractor Name
By its duly authorized agent,

Contract Number _____

(Authorized Signature)

**CERTIFICATION OF GENERAL BIDDERS ON PUBLIC CONSTRUCTION
PROJECTS**

I. CERTIFICATION REGARDING HEALTH AND SAFETY

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

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____

Name of General Bidder

By _____
Signature

Print name and title

Business Address

Street Address City and State

**CERTIFICATION OF SUB- BIDDERS (IF ANY) ON PUBLIC CONSTRUCTION
PROJECTS**

I. CERTIFICATION REGARDING HEALTH AND SAFETY

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

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

The undersigned further certifies under penalties of perjury that this subbid is in all responses bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

Name of Sub-bidder

By _____
Signature

Print Name and Title

Business Name

Street Address, City and State

INDEMNITY AGREEMENT

In consideration of the award of Contract No. _____
by the City of Quincy, hereinafter referred to as INDEMNITEE, to the CONTRACTOR/BIDDER:

hereinafter referred to as INDEMNITOR, and for other good and valuable consideration, said INDEMNITOR agrees to hold INDEMNITEE, City of Quincy, and its various department and employees harmless from any and all liability, loss or damage that INDEMNITEE may suffer as the result of claims, demands, costs, including attorneys fees, or judgement or other actions against it by reason of any and all work done by or on behalf of the INDEMNITOR in connection with the above-referenced contract.

INDEMNITOR,

By Duly Authorized Agent

Date: _____

Special Provisions
Removal of Asbestos Contaminated Debris, Parcels C4 and C5

General

The City of Quincy is seeking bids for the complete loading and removal of a stockpile of demolition debris that includes asbestos containing material. During installation of a culvert for the Town Brook relocation at 1601 Hancock Street in Quincy, a buried building foundation and other debris was encountered. The location of the culvert required that portions of the foundation and debris be removed. The foundation and related debris was excavated and stockpiled on the adjacent Parcel C5 that is part of the Quincy Center Concourse Project. See attached Sheets 1 and 2. In preparing for appropriate disposal of the debris, several materials were sampled for asbestos content, and asbestos was detected in white insulating material. The stockpiled materials were covered and access was limited.

An Asbestos Abatement Plan was prepared and submitted to Massachusetts Department of Environmental Protection (DEP). A copy of the Asbestos Abatement Plan is included as Attachment 1. The asbestos containing material and debris shall be properly removed and disposed of as part of the Contractor's Lump Sum Bid.

Pre-Construction and Site Review

Access to the site shall be provided by the City at a **non-mandatory walk-through on February 24, 2012 at 10:00 AM**. It is the responsibility of the Contractor to review the site for the purpose of its bid preparation. Representatives of the City and the City's environmental consultant, Tetra Tech, will be available at that time to receive and record questions.

Traffic Management and Access to the Site

See attached Sheet 2 for access points to Parcel C5. Access to the Parcel shall be from Ross Way, west of Parcel C5. The Contractor shall not impede traffic on streets surrounding the Site.

Traffic Control and Safety

Any signage shall be provided by the City and erected by the Contractor at the direction of the City. The Contractor shall maintain traffic on Hancock Street, Ross Way, and other neighboring streets at all times. Caution tape and asbestos warning signs shall be installed at the limit of the regulated asbestos abatement area in accordance with these specifications. In addition to these measures, the Contractor shall control access to the Site during its operations, so unauthorized visitors do not approach the regulated area.

Notification

10 working days prior to the start of asbestos abatement, the Contractor must submit an asbestos notification form (ANF-1) to Massachusetts Department of Environmental Protection (DEP). The Contractor is required to secure the necessary permits from the City's Inspectional Services Department and any other required permits at its own expense.

Final Site Conditions – The debris stockpile shall be completely removed from Parcel C5 at the completion of this work, and the site shall be cleaned such that no visible debris from the stockpile remains on the Site. Cleaning the site of all visible debris may include removing

surface soil if debris cannot be separated from soil. The condition of the Site shall be acceptable to the Asbestos Project Monitor and the City of Quincy's Asbestos Project Designer. All work shall be done in accordance with these specifications and applicable regulations.

Utilities

The Contractor shall Notify DIG-SAFE and coordinate with the City regarding all City owned utilities in the event the Contractor's work may impact shallow utilities. A list of municipal contacts is provided below. It is the responsibility of the Contractor to verify this information.

"DIG SAFE" Call Center 1-888-DIG-SAFE

City of Quincy, Public Works Department
55 Sea Street
Quincy, MA 02169-2572
ATTN: Shawn Hardy, City Engineer
(617) 376-1959

City of Quincy, Public Works Department
55 Sea Street
Quincy, MA 02169-2572
ATTN: Fran Sandonato, Quincy Center Concourse Project Coordinator
(617) 376-1959

City of Quincy, Sewer, Water and Drain
55 Sea Street
Quincy, MA 02169-2572
ATTN: Peter Hoyt
(617) 376-1910

City of Quincy, Planning & Community Development
1305 Hancock Street
Quincy, MA 02169-2572
ATTN: Robert Stevens
(617) 376-1411

Asbestos Project Designer
Tetra Tech, Inc.
One Grant Street
Framingham, MA 01701-9005
ATTN: Matthew T. Madden, PE, LSP
(508) 903-2362

The Contractor shall notify Massachusetts "DIG SAFE" and procure a DIG SAFE number for the Site prior to disturbing existing ground in any way. The telephone number of the Dig Safe Call Center is 1-888-DIG-SAFE.

Police Details

Detail costs shall not be included in the Lump Sum bid. It is the responsibility of the Contractor to schedule details if required. However, the Contractor shall obtain the approval of the City prior to scheduling the detail. The Contractor shall be reimbursed at the applicable rate(s) for detail services provided by the Quincy Police Department (QPD), \$39.00 per hour. Detail services are estimated at 50 hours for a total of \$1,950. No 10% administration fee shall be applied to QPD costs for this contract.

Compensation

All work described herein, with the exception of the police details shall be included in the lump sum price. This work includes but is not limited to permits and notifications, asbestos abatement, monitoring, debris removal, transport and disposal of wastes, site cleanup, and reporting as required by these specifications.

The Contractor is responsible for visiting the Site and verifying all quantities of asbestos containing material and debris. It is the intent of this specification to remove and dispose of all regulated and unregulated materials associated with the stockpile of debris located on Parcel C5.

Whenever the Contractor desires to use any design, device, material, method of operation, or process covered by letters patent or copyright, the right for such use shall be secured by suitable legal agreement with the patentee or owner. The entire cost, thereof, including royalties, will be paid by the Contractor.

SITE DESCRIPTION AND SUMMARY OF WORK

The stockpile of debris to be removed from the Site includes concrete debris, granular debris, soil, and asbestos containing debris. All materials associated with the stockpile shall be disposed of in accordance with applicable regulations and the asbestos abatement plan.

A. DEBRIS REMOVAL

The work to be performed under these items shall consist of the following:

- Acquisition of all permits and approvals necessary for the performance of activities required to remove the debris.
- Furnish all labor, materials, and equipment necessary to completely remove, transport, and dispose of stockpiled debris. Leave the site in a safe and environmentally sound condition.
- Providing all labor, materials, facilities, equipment, services, and permits necessary for legal, proper and environmentally sound disposal of all debris, including asbestos containing material. Provide documentation of appropriate disposal of all material.

The Contractor shall complete asbestos abatement in accordance with all applicable regulations and the Asbestos Abatement Plan. The Contractor shall at all times prosecute the work in an

orderly manner keeping his activities and storage of materials and equipment sufficiently neat and confined to avoid disruption of abutting occupied properties, City activities, surrounding construction and adjacent travel ways. The Asbestos Project Designer may visit the Site and may enforce provisions which are considered in the best interests of the City.

The Contractor shall make his own arrangements for disposal subject to the approval of the City of Quincy. Debris shall be removed from the Site and legally disposed of by the Contractor. No disposal shall be made on the property of the City of Quincy. The Contractor shall be responsible for characterizing the waste for disposal. Debris shall not be permitted to accumulate, and the immediate working areas shall be kept clean.

The Contractor must satisfy himself by his own investigation and research of all site conditions affecting the work, and the amount of labor, materials, equipment, and resources required to complete the work.

Following removal of the stockpile, the Contractor shall ensure the remaining Site is appropriately graded and left stable.

B. REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL

This work shall consist of removal and disposal of asbestos containing materials (ACM) from the debris stockpile on parcel C5 in accordance with the Asbestos Abatement Plan and all applicable regulations. The Asbestos Abatement Plan is included as Attachment 1. The results of the sampling and analysis conducted by the City's utility contractor is included as Attachment 2.

The following items are included in the work:

- Submission of all notifications, permits, and acquisition of approvals necessary for the performance of activities required to remove and dispose Asbestos Containing Materials (ACM) from the Site.
- Providing properly licensed and trained employees, and sufficient materials, equipment, and resources to complete the work.
- Providing submittals as required by this specification.
- Complying with the attached Asbestos Abatement Plan for the removal of ACM contaminated debris. Should the contract require a revision to the Asbestos Abatement Plan based on his proposed means and methods, the Contractor shall submit such revisions to the City for approval, and shall be responsible for obtaining the approval of Massachusetts DEP should the proposed changes be acceptable to the City.
- Legal, proper and environmentally sound removal, transportation and disposal of asbestos containing and asbestos contaminated wastes.

ACM shall be removed from the site and legally disposed of by the Contractor at a facility approved to accept asbestos waste. No ACM disposal shall be made on the property of the City

of Quincy or at a facility not approved to accept asbestos waste. All waste shipment records shall be submitted to the City, within 45 days of project completion.

Removal and disposal of ACM must be coordinated with the removal of other non-asbestos debris in accordance with the Asbestos Abatement Plan and applicable regulations.

The Contractor shall hire an Asbestos Consulting Firm (ACF) to provide a Massachusetts Licensed Asbestos Project Monitor to conduct visual inspections and perform air monitoring and related tasks. The ACF shall employ personnel trained, certified, and licensed by the Massachusetts Division of Occupational Safety per 453 CMR 6.07 to conduct these tasks. The ACF shall provide final reports which will include all air monitoring results and documentation regarding the proper removal and disposal of asbestos. The final reports will be submitted to the City.

The Contractor shall coordinate ACM abatement work and removal of debris, with other work being performed for the City of Quincy and Massachusetts Department of Transportation in the vicinity of the work.

C. REGULATIONS AND STANDARDS

The Contractor must perform all ACM handling and removal work in accordance with these specifications and the following additional requirements.

1. U. S. Department of Labor, Occupational Safety and Health Administration (OSHA) including but not limited to:
 - a. 29 CFR 1910 Section 1001 and 29 CFR 1926 Section 1101 Occupational Exposure to Asbestos, Tremolite, Anthophyllite and Actinolite, Final Rule.
 - b. 29 CFR 1910 Section 134 Respiratory Protection, 29 CFR 1926 Safety and Health Regulations for Construction, 29 CFR 1910 Section 2 Access to Employee Exposure and Medical Records, and 29 CFR 1910 Section 1200 Hazard Communication.
 - c. 29 CFR 1910 Section 145 Specification for Accident Prevention Signs and Tags.
2. U. S. Environmental Protection Agency, (EPA) including but not limited to:
 - a. 40 CFR 763, CPTS 62044, FRL 2843-9, Federal Register Vol. 50 no. 134, July 12, 1985 p.28530-28540 Asbestos Abatement Projects Rule.
 - b. 40 CFR 61 Subpart A Regulations For Asbestos.
 - c. 40 CFR 61 Subpart M (Revised Subpart B) National Emission Standard for Asbestos.

3. U. S. Department of Transportation 49 CFR 172 and 173.
4. Massachusetts Department of Labor Standards, (DLS) including but not limited to:
 - a. 453 CMR 6.00 Removal, Containment or Encapsulation of Asbestos.
5. Massachusetts Department of Environmental Protection, (DEP) including but not limited to:
 - a. 310 CMR 7.00, Section 7.15 Air Pollution Control Regulations.
 - b. 310 CMR 16.00 and 19.00 Solid Waste Regulations.
6. Massachusetts Division of Industrial Safety 454 CMR 10.00.
7. Local Requirements including but not limited to those of Health Departments, Fire Departments and Inspection Services Departments.
8. All provisions of this item relating to health and safety of the workers and the public and protection of the environment are minimum standards. The Contractor is responsible for determining whether any additional and/or more stringent protective measures are necessary by legal requirements or prudent conservative practice and for implementing such measures. Nothing in this Specification relieves the Contractor of any liability with respect to any legal requirement or of prudent conservative practice.

D. LABORATORY REPORT

The laboratory report for the sampling and analysis conducted of the debris stockpile is included as Attachment 2. The Contractor shall notify the City immediately if any suspect Asbestos Containing Materials not previously sampled are encountered.

E. ASBESTOS ABATEMENT PLAN

An Asbestos Abatement Plan has been prepared and approved by Massachusetts DEP. A copy of the plan is included as Attachment 1. The Contractor shall follow the requirements of this plan and all applicable regulations while conducting the work. The Contractor and the Asbestos Project Monitor shall meet with the City and the Asbestos Project Designer to discuss the Contractors approach to satisfying the requirements of the Asbestos Abatement Plan.

Should the contract require a revision to the Asbestos Abatement Plan based on his proposed means and methods, the Contractor shall submit such revisions to the City for approval, and shall be responsible for obtaining the approval of Massachusetts DEP should the proposed changes be acceptable to the City.

PROJECT SUBMITTALS

The Contractor shall submit to the City of Quincy the following listed items at least five (5) working days prior to the start of asbestos abatement work. No asbestos abatement work activities shall commence until these items are reviewed and accepted by the City of Quincy unless otherwise waived. Submittals shall be submitted in accordance with these specifications, and in sufficient detail to enable the City of Quincy to form an opinion as to its conformity to the specifications.

A. PRE-CONSTRUCTION SUBMITTALS

1. Proof of the Contractor's Asbestos Contractor License issued by the Massachusetts Department of Labor Standards.
2. Proof of the extent of liability insurance carried, including asbestos related work liability. This statement shall also indicate the City of Quincy as additional insured.
3. Descriptions and references of similar asbestos abatement work conducted in the past three years.
4. A list of the supervisory personnel who will be assigned to this project including descriptions of their experience and certifications and licenses to conduct asbestos abatement work.
5. A written disclosure revealing any pending suits, liabilities, and actions, including any previous actions filed against the Contractor pertaining to asbestos-related projects.
6. A list of equipment available to be used, including National Institute of Occupational Safety and Health (NIOSH) certification of the respirators that will be used by the Contractor's workers.
8. One copy of all notifications and permits (i.e., USEPA, Commonwealth of Massachusetts, local, etc.) as specified under Project Notification.
9. A copy of the current license and training certificate for each asbestos worker. Also submit a copy of the respirator fit test record, and current medical surveillance report for each worker.
10. The name and qualifications of all disposal facilities to be used on the project, including copies of state and/or local permits.
11. A specific schedule for removal of asbestos-containing materials and debris.

B. POST CONSTRUCTION SUBMITTALS

1. It is a condition of final payment for this project that the Contractor provide original or notarized copies of asbestos waste shipment records documenting disposal of asbestos waste from the project, and all other manifests and/or bills of lading for disposal of all debris from the Site. Waste shipment records and manifests must accurately document the material removed from the Site and must be signed by the receiving facility.
2. Submit copies of on-site job logs, accident reports, bulk sampling results (if any), and personal air monitoring results.

PROJECT COORDINATION

Minimum administrative and supervisory requirements necessary for coordination of work on the project, include, but are not necessarily limited to, the following:

A. GENERAL SUPERINTENDENT

The Contractor must provide a full-time General Superintendent who is experienced in administration and supervision of asbestos abatement projects, including work practices, protective measures for personnel and the environment, and disposal procedures. This person shall be available to the City of Quincy as the Contractor's primary contact at all times while work is in progress.

The General Superintendent shall be a Competent Person as required by OSHA in 29 CFR 1926 for the Contractor, and is the Contractor's representative responsible for compliance with all applicable federal, state and local regulations. This person must have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, have had a minimum of four (4) years on-the-job training and meet any additional requirements set forth in 29 CFR 1926 for a Competent Person. This person must also be certified by the Commonwealth of Massachusetts as an Asbestos Abatement Supervisor as required by 453 CMR 6.00.

B. PROGRESS MEETINGS

The Contractor will attend progress meetings called by the City of Quincy.

PROJECT NOTIFICATION AND PERMITS

A. PERMITS AND LICENSES

The Contractor shall be responsible for obtaining all necessary permits, licenses and approvals before any asbestos related construction begins. Prior to starting any work, the Contractor shall also obtain any required asbestos removal permit(s) from the City. A

copy of the permit(s) must be provided to the City of Quincy and posted at the work site. If no local permits are required the Contractor shall submit a written statement to that effect. The Contractor shall obtain and pay for all other applicable asbestos waste transportation and disposal permits, licenses, and fees.

B. NOTIFICATION

The Contractor will make all necessary notifications as soon as the Notice to Proceed is issued by the City, and in sufficient time for the Contractor to meet the submitted schedule. Notification shall be made on MassDEP's asbestos notification form ANF-001.

PROJECT CONDITIONS

A. UTILITIES

1. The Contractor shall be responsible for providing his/her own electric power via a generator for abatement activities. All electric power shall be connected to a Ground Fault Circuit Interrupter (GFCI) panel.
2. The Contractor shall provide the water required to operate the decontamination system and to keep the debris wet during handling as required by the Asbestos Abatement Plan and the regulations.
3. All labor and material costs for temporary electric power, lighting, water and other services required to complete the work will be the Contractor's responsibility.
4. The Contractor shall provide sufficient portable chemical toilets for its crew.

B. EQUIPMENT

1. The Contractor shall coordinate all activities with the City of Quincy.
2. The Contractor shall provide access and personal protective equipment to the City of Quincy, their representatives, or others having authorization to visit the Asbestos Work Area.
3. All boxes and equipment shall be clean of asbestos fibers before arriving on-site and before exiting the Asbestos Work Area. Boxes and equipment shall be cleaned regardless of the origin of this dust or debris.

FIRE PROTECTION (As Applicable)

A. FIRE EXTINGUISHERS

The Contractor shall supply and maintain an adequate number of fire extinguishers (Class A, B and C) ready for immediate use, and distribute them throughout the work site.

B. EXIT SIGNS

Temporary fire exit signs shall be prominently displayed in the Asbestos Work Area and barriers marked with arrows indicating routes of egress.

SECURITY (As Applicable)

A. ACCESS CONTROL

The Contractor shall control the point of entry to the Asbestos Work Area to prohibit unauthorized entry and to log in all workers, and authorized/certified personnel entering and leaving the Asbestos Work Area. One employee of the Contractor must remain outside of the Asbestos Work Area to maintain control at this point of entry. The Contractor shall keep the Asbestos Work Area secure from unauthorized entry during the time when the Contractor is not on site.

B. LOG

A log shall be maintained noting entry and exit of all personnel, and the log shall be available for inspection by the City of Quincy and the Asbestos Project Designer upon request. A copy of this log shall be made available to the City at the completion of the Contractor's work.

PRODUCTS

A. GENERAL REQUIREMENTS

1. The Contractor shall deliver all materials to the site in the original containers bearing the name of the manufacturer and details for proper storage and usage.
2. All materials or equipment delivered to the site shall be unloaded, temporarily stored, and transferred to the Asbestos Work Area in a manner which shall not interfere with other trades and/or operations.
3. Unloading and temporary storage sites, and transfer routes, must be approved in advance by the City of Quincy.
4. Damaged or deteriorated materials or equipment may not be used and must be promptly removed from the premises. Materials which become contaminated with asbestos containing materials shall be packaged and legally disposed of as ACM in an approved, secure landfill.
5. All materials, tools, and equipment must comply, at a minimum, with this specification, and relevant federal, state and local codes.

B. MATERIALS AND EQUIPMENT

1. Respiratory Protection Equipment - The Contractor shall supply the necessary respiratory protection equipment (approved by the National Institute of Occupational Safety and Health [NIOSH]) as required for this project in accordance with Work Area Protection specified under Project Procedures.
2. Polyethylene Plastic Sheeting - All polyethylene plastic sheeting shall be a minimum thickness of 6-mil and be fire retardant.
3. Surfactant (Amended Water) - All water used for wet wiping of asbestos-contaminated materials during cleanup operations shall be amended through the addition of a surfactant.
4. Encapsulant - All surfaces from which asbestos containing materials have been removed shall be sealed with an approved encapsulant, mixed and applied in accordance with manufacturer's instructions. The proposed brand and product shall be submitted to the City of Quincy for approval.
5. Waste Containers - Provide 6-mil polyethylene bags labeled with the appropriate warnings in accordance with Federal and State regulations, and identifying the waste generator and the generator's location. Provide lined roll-off containers in accordance with the Asbestos Abatement Plan and these specifications.
6. Miscellaneous Material and Equipment - All other materials to be used on the project (i.e., duct tape, spray glue, expanding foam, ladders, power tools, brushes, etc.) should be in good working order and considered to be industry standard.

PROJECT PROCEDURES

A. ASBESTOS WORK AREA

The Contractor shall define the extent of the Asbestos Work Area using caution tape and/or temporary barriers. Only properly licensed and trained personnel with appropriate personnel protective equipment (PPE) shall be allowed to enter the Asbestos Work Area.

B. DECONTAMINATION FACILITY (DECON)

1. The Decontamination Facility shall be constructed and installed at the boundary of the Asbestos Work Area.
2. All workers entering or exiting the Asbestos Work Area must pass through the Decontamination Facility.

3. The Decontamination Facility shall consist of a clean room, shower, and equipment room, connected in series and separated by airlocks.
4. The Decontamination Facility shall be fully lined utilizing two (2) layers of 6-mil polyethylene sheeting.
5. The entire floor of the Decontamination Facility shall be covered with two (2) layers of reinforced polyethylene sheeting. The upper layer of floor polyethylene sheeting shall be replaced as necessary. The floor of the DECON Shower Room shall be sealed and maintained watertight at all times. Leaks shall be immediately cleaned up, and then the cause repaired to the satisfaction of the Asbestos Project Monitor and Asbestos Project Designer.
6. Clean Room (Changing Room): Provide a room for the purpose of changing into protective clothing. Locate so that access to Work Area from Clean Room is through Shower Room. The Clean Room is not to be used for storage of equipment or material.
 - a. Workers shall remove all street clothes in this room, dress in clean disposable coveralls, and don respiratory protective equipment. No asbestos contaminated items shall enter the Clean Room.
 - b. Clean Room floor shall be kept dry and clean at all times.
 - c. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
 - d. Provide a continuously adequate supply of disposable bath towels.
 - e. Provide posted information for all emergency phone numbers and procedures.
 - f. The Contractor shall post or have available the following items in, or adjacent to the Clean Room of the Decontamination Facility:

Copy of the U. S. Environmental Protection Agency Regulations for Asbestos, 40 CFR 61 Subparts A and M; and a copy of OSHA Asbestos Regulations, 29 CFR 1926.1101.

A copy of the Massachusetts Department of Labor Standards and Department of Environmental Protection Regulations for Asbestos.

A list of telephone numbers for local hospital, location of hospital and/or emergency squad, and local fire department.

A copy of the asbestos abatement specifications.

A copy of the respirator protection program which conforms to the requirements of 29 CFR 1910.134(b).

A listing of all employees, by name, social security number and Massachusetts Asbestos Abatement Worker or Supervisor/Foreperson Certification Number working on the project.

A legible copy of each assigned employee's Massachusetts Certification Card.

A daily sign in/out log which identifies persons by name and Massachusetts Asbestos Certification Number, who are/were at the site, and length of the time each spent at the site.

7. Shower Room: Provide a watertight operational shower to be used for transit by cleanly dressed workers heading from the Clean Room to the Asbestos Work Area, and for showering by workers headed out of the Asbestos Work Area after undressing in the Equipment Room. The shower room facilities and size shall be in compliance with OSHA 29 CFR 1926.1101 and 453 CMR 6.14. Shower water shall be filtered to 5 microns using in-line filters and shall be discharged or disposed on in accordance with local regulations.
8. Equipment Room (Dirty Room): Provide Equipment Room with airlocks to the Work Area and Shower Room, large enough for all workers to remove and dispose of contaminated protective clothing, and for storage of contaminated equipment.
9. Airlocks: Shall be constructed by placing three (3) overlapping sheets of plastic over a framed doorway, securing each along the top of the doorway. The first and third sheets shall be secured on one (1) side of the doorway and the middle sheet shall be secured on the other side of the doorway. The distance between doorways must allow enough space for one (1) doorway to be closed before the next doorway is opened (i.e., minimum three (3') feet).
10. Cleaning: The Decontamination Facility shall be cleaned using a HEPA-filtered vacuum at least once every shift, or more frequently if needed to prevent residue accumulation.
11. Prohibitions: Smoking, drinking, or eating shall not be permitted in the Work Area, Shower Room or Equipment Room. Personal equipment such as radios or flashlights shall not be permitted in the Work Area, Shower Room or Equivalent Room unless they can be washed in the shower.
12. A solid, hinged door with a lock shall be installed at the outside entrance to the decontamination facility. This door shall be closed and locked whenever the Work Area is unattended.

13. Signs: Post an approximately twenty (20") inch by fourteen (14") inch manufactured danger sign at each entrance to the Work Area with letter sizes and styles required by 29 CFR 1926.

PERSONNEL PROTECTION

A. RESPIRATORY PROTECTION

Workers are to be provided with respiratory protection equipment in accordance with the Contractor's respiratory protection plan. The respirators are to be sanitized and maintained in accordance to the manufacturer's specification. Appropriate respirator selection will be dependent upon the expected level of asbestos exposure in accordance with applicable regulations. The following minimum requirements shall be met:

1. One time disposal respirators are not to be used.
2. Air purifying respirators (APR) with HEPA-filter shall be worn at all times inside the Asbestos Work Area.
3. The Contractor shall instruct all employees and workers in the proper care of their personally issued respiratory equipment, including daily maintenance, and sanitizing procedures.
4. All respiratory equipment shall be inspected by Contractor's project supervisory personnel at the beginning of each work period. Written records of these inspections shall be maintained by the Contractor. Qualitative fit-testing will be performed on half-face and full-face negative pressure respirators.
5. All authorized visitors to the work site will be provided with the proper protective clothing. They will be responsible for providing their own protective equipment.

B. PROTECTIVE CLOTHING

1. Coveralls: Provide disposable full-body coveralls and disposable head covers, and require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area.
2. Boots: Provide work boots with non-skid soles, and where required by OSHA, foot protection for all workers. Do not allow boots to be removed from the Work Area for any reason after being contaminated with asbestos-containing material. Dispose of boots as asbestos contaminated waste at the end of the work or seal in 6-mil polyethylene bags (with labels) for transportation to another Work Area.
3. Eye protection: Provide eye protection (safety glasses) as required by OSHA for all workers.

4. Gloves: Provide work gloves to all workers and require that they be worn at all times in the Work Area. Do not remove gloves from Work Area. Dispose of used gloves as asbestos-contaminated waste at the end of the work shift.
5. Hard Hats: Provide hard hats to all workers and authorized visitors and require that they be worn at all times in the Work Area. Hard Hats shall be worn over the hood of the coveralls.
6. Additional Protective Equipment: Disposable coveralls, head covers, and footwear covers shall be provided by the Contractor for the Asbestos Project Monitor, Asbestos project Designer, and other authorized visitors who may visit the project site.
7. Under no circumstances shall workers appear outside of containment wearing respirators and asbestos-related protective clothing.

C. EXPOSURE CONTROLS

The Contractor shall ensure that no workers are exposed at or above the OSHA Permissible Exposure Limit (PEL) for asbestos, through the use of respiratory protection and engineering controls. The Contractor shall ensure that no visible emissions are generated during the work in accordance with 40 CFR 61 and 310 CMR 7.00.

ASBESTOS ABATEMENT PROCEDURES

A. ASBESTOS ABATEMENT PLAN

The Contractor shall remove all asbestos containing materials and asbestos contaminated materials in accordance with the attached Asbestos Abatement Plan.

B. REGULATIONS AND STANDARDS

All applicable regulations and standards shall be followed during the asbestos abatement.

ASBESTOS WASTE DISPOSAL

A. GENERAL REQUIREMENTS

1. Asbestos Waste consisting of asbestos contaminated debris shall be bulk loaded into 30 cubic yard roll-off containers (or similar) lined with two 10-mil bladder bags. The waste containers shall be staged and loaded in the Asbestos Work Area. Care shall be taken not to damage the bladder bags during loading.
2. Smaller asbestos waste and asbestos contaminated debris, including protective clothing, polyethylene sheeting, respirator cartridges, and other small debris shall

be placed in 6-mil polyethylene bags. All closed waste bags shall be placed in a second bag, and the neck of which shall be tightly closed and secured with duct tape. The Contractor shall count or measure the volume of each filled container leaving the Work Area, and maintain a written record of such.

3. Warning labels, having waterproof print and permanent adhesive in compliance with OSHA, EPA and Department of Transportation requirements, shall be affixed to or printed on the sides of all waste bags or transfer containers. Warning labels shall be conspicuous and legible, and containing the following words:

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

and

RQ HAZARDOUS SUBSTANCE,
SOLID, NOS.,
ORM-E, NA 9188
(ASBESTOS)

In addition, the location of the Generating Facility needs to be labeled on the sides of the waste bags.

4. Water spray shall be used to keep the waste in containers wet at all times. When a waste bag is sufficiently full, air within the bags shall be evacuated with a HEPA-equipped vacuum and the bag shall be securely sealed with tape or other secure fastener.
5. All asbestos-containing and asbestos-contaminated material with no sharp edges, including polyethylene sheeting and supplies used in the Work Area during asbestos related work, shall be sealed in polyethylene bags within the Work Area.

B. WASTE CONTAINER STORAGE

1. Bulk containers such as roll-off containers shall be maintained within the Asbestos Work Area and shall be secured at the end of each work shift. Containers shall be posted with Asbestos Work Area warning signs during loading, until they are ready to be removed from the work area. Prior to leaving the Site, the waste containers shall be labeled and placarded in accordance with applicable Massachusetts DEP and US DOT regulations.

2. The Contractor shall locate a closed and lockable dumpster or lockable storage area at a location to be agreed upon by the City of Quincy, for the storage of waste bags. The storage area shall be properly labeled as containing asbestos, and kept closed at all times (except when bags are being placed in it) and shall be locked when unattended.

C. WASTE TRANSPORT

1. All waste containers shall be decontaminated and removed from the Asbestos Work Area. Removal of asbestos waste shall be done in coordination with the City of Quincy and the Asbestos Project Designer. This includes the route to remove waste from the Site. The Asbestos Project Monitor must observe waste containers to verify they have been decontaminated. The Contractor must record waste volumes removed from the Site.
2. It is the responsibility of the Contractor to determine and insure that he is complying with the current waste handling regulations applicable to the Site, and the current regulations for transporting and disposing waste at each ultimate disposal landfill. The Contractor must comply fully with these regulations, and with all U. S. Department of Transportation, state, local, and EPA requirements. The City of Quincy reserves the right to approve or reject the disposal site for asbestos wastes. The costs for waste packaging, transportation, and approved landfill disposal (with related record keeping), shall be included in the Contractor's bid price.
3. The Contractor's waste hauler and disposal contractor shall maintain all required permits and identification numbers to haul asbestos waste for all states through which the waste will travel to the disposal facility. The Contractor shall prepare and maintain required copies of asbestos waste shipment records (WSRs). A copy of the WSR signed by all transporters, transfer facilities, and the ultimate disposal facility shall be sent to the City within forty-five (45) days of the waste shipment leaving the site. Final payment will be withheld until the City receives signed copies of all WSRs.
4. The Contractor must use an EPA and state approved landfill for disposal of asbestos containing debris and must use properly placarded vehicles when carrying the asbestos waste to the landfill.

PROJECT MONITORING

A. GENERAL

The Contractor shall hire an Asbestos Consultant Firm (ACF) to provide an Asbestos project Monitor, who will observe the work, ensure there are no visible emissions, and conduct a visual inspection at the completion of the work. The Asbestos Project Monitor will be available on-site during the handling of asbestos-containing material. The

Asbestos Project Monitor will meet with the City of Quincy and the Asbestos Project Designer upon request by the City to review work practices. The Asbestos Project Monitor shall conduct air sampling and analysis to comply with the Asbestos Abatement Plan and applicable regulations. The monitoring conducted by the Asbestos Project Monitor shall not relieve the Contractor of his obligations under all applicable Federal and State regulations and requirements.

CONTRACTOR AIR MONITORING

- A. The Contractor, or the Asbestos Project Monitor on the Contractor's behalf, shall perform air monitoring as required to meet OSHA requirements for maintenance of Time Weighted Average (TWA) fiber concentrations for types of respiratory protection provided. The Contractor shall obtain measurements of fiber/cc concentrations and report them to the City of Quincy in a timely manner.
- B. The sampling person and analysis laboratory performing this work shall be an independent party not financially or managerially connected to the Contractor.
- C. The laboratory shall be successfully participating in the AIHA/NIOSH Proficiency Analytical Testing (PAT) program and be certified by the Commonwealth of Massachusetts.
- D. Personal sampling shall be performed using the OSHA Reference Method (ORM).

NOTE: The Contractor shall maintain complete and accurate records of employees medical examinations for a period of thirty (30) years after termination of employment and make records of the required medical examinations available for inspection and copying to the Assistant Secretary of Labor for Occupational Safety and Health, the Director of The National Institute for Occupational Safety and Health, authorized representatives of either of them, and an employee physician upon the request of the employee or former employee.

FINAL INSPECTION AND WORK AREA CLEARANCE

- A. Final visual inspection will be conducted by the Asbestos Project Monitor. Prior to requesting the Asbestos Project Monitor to conduct the visual inspection, the Contractor shall notify the City of Quincy and the City shall have its Asbestos Project Designer observe the Site concurrently with the Asbestos Project Monitor. The asbestos abatement shall not be complete until the work passes the visual inspection conducted by the Asbestos Project Monitor, and is accepted by the City's Asbestos Project Designer. In the event that the visual inspection is not satisfactory, or the work is not acceptable to the City's Asbestos Project Designer, the Contractor shall re-clean the Site and/or take other steps to make the work acceptable. Such steps may include removal and disposal of debris if present, or removal and disposal of soil contaminated with debris. This work shall be conducted at no additional cost to the City of Quincy.

- B. Prior to requesting the final visual inspection, the Contractor shall ensure that all visible debris has been removed from the Asbestos Work Area, and that all surfaces in the Asbestos Work Area have been cleaned or via HEPA-vacuuming and wet wiping, as applicable.

MEASUREMENT AND PAYMENT

Work shall include removal and disposal of asbestos containing materials, asbestos contaminated debris, and other debris such that the stockpiled debris on Parcel C5 is completely removed and the Site is left in an orderly and stable condition.

Asbestos abatement, debris removal, disposal, clean-up, and all incidental work shall be included in the Lump Sum price. The Lump Sum price for demolition shall include full compensation for confirmatory surveys of existing conditions, necessary permits, insurance, equipment, labor, mobilization, monitoring and any other items required to complete the work. Final visual inspections shall be conducted by a qualified and licensed Asbestos Project Monitor hired by the Contractor, subject to review by the City of Quincy and the Asbestos Project Designer. Costs associated with re-cleaning and additional visual inspections shall be the responsibility of the Contractor.

All asbestos containing materials and asbestos contaminated materials removed shall be disposed of as asbestos waste in accordance with all applicable regulations. All other hazardous materials and debris shall be disposed of in accordance with these specifications and applicable regulations.

ATTACHMENT 1
ASBESTOS ABATEMENT PLAN



TETRA TECH

September 26, 2011
Revised September 30, 2011

Mr. Jim Jordan
Massachusetts Department of Environmental Protection
205B Lowell Street
Wilmington, MA 01887

**Re: Parcel C-4, 1601 Hancock Street
Quincy Massachusetts
Asbestos Work Plan for Asbestos Containing Debris**

Dear Mr. Jordan:

During installation of a culvert for the Town Brook relocation at 1601 Hancock Street in Quincy, a buried building foundation and other debris was encountered. The excavation work was being done by J. Derenzo for the City of Quincy. The location of the culvert required that portions of the foundation and debris be removed. The foundation and related debris was excavated and stockpiled on an adjacent parcel that is part of the City's project. In preparing for appropriate disposal of the debris, several materials were sampled for asbestos content, and asbestos was detected in white insulating material. The stockpiled materials were covered and access was limited.

The white insulating material must be removed and disposed of as asbestos waste. There are large pieces of concrete in the debris pile which can be cleaned and decontaminated, and therefore not be disposed of as asbestos waste. The contractor will clean the large pieces of concrete and set them aside for management as non-asbestos waste. Any materials that can not be cleaned or decontaminated should be removed and disposed of as asbestos waste.

The abatement work will be conducted under contract to the City of Quincy by NASDI or a subcontractor to J. Derenzo. The City will notify DEP of the selected contractor.

1.0 Decontaminating Concrete and Removal and Loading of Debris

The area where asbestos containing debris is being handled will be cordoned off from other areas of the Site, and asbestos warning signs will be placed at the perimeter of the work area and on the waste containers. The asbestos contractor will set up a waste loading area and equipment decontamination area as shown on the attached sketch. Proposed locations are approximate and may be adjusted in the field. A remote decontamination unit will be installed at the entrance to the work area.

One Grant Street
Framingham, MA 01701
Tel 508.903.2000 Fax 508.903.2001



The asbestos contractor will remove large pieces of concrete debris from the pile and move them to the decontamination area. The concrete pieces will be washed such that no potentially asbestos containing debris remains on their surfaces. Cleaned concrete pieces shall be set outside the asbestos work area. During the removal and cleaning of concrete debris, the Asbestos Supervisor will observe the operation for asbestos containing insulating material. If any insulating material is observed, it will be placed in asbestos waste bags with appropriate labeling.

The debris will be handled using a loader, backhoe, or similar equipment. Only large debris such as concrete pieces, steel, or other metal components will be decontaminated. Granular debris will be disposed of as asbestos waste in waste containers as described in Section 2.0.

The debris will be handled by a Massachusetts Licensed Asbestos Contractor employing Massachusetts Licensed Asbestos Workers with required training and certifications. A Massachusetts Licensed Asbestos Supervisor will be on-site during all asbestos work. Asbestos Workers shall wear appropriate respirators and personal protective equipment during all abatement work. All debris will be wet down prior to handling and continuously wet during handling.

2.0 Waste Containers

Waste containers will be 30 cubic yard roll-off (or similar) containers lined with two 10-mil bladder bags and will be included in the cordoned off work area. The waste containers will be placed and loaded in the waste container area as shown on the attached sketch. The contractor will place the asbestos containing or asbestos contaminated debris in the containers, keeping the material wet during handling. Care shall be taken to not damage the bladder bags during loading. The bladder bags will be sealed after placement of waste material. A generator's label listing the Site address and City of Quincy as the generator will be placed on the sealed bladder bags.

Prior to transport from the Site, appropriate DOT placards will be placed on the waste containers. The waste will be transported to a licensed asbestos disposal facility and tracked using an Asbestos Waste Shipment Record.

3.0 Equipment Decontamination

Care shall be taken to minimize dust during debris handling. Debris shall be wet down during all stages of handling and disposal. Only equipment used to handle asbestos containing material shall be allowed within the work area. Buckets used to load debris will be washed over the waste container prior to the container being sealed.

A decontamination pad will be constructed adjacent to the stockpile and designated as a wash-off area. The pad will be large enough to accommodate all equipment needed during the loading. The decontamination pad shall be constructed consisting of rubber membrane



TETRA TECH

overlaid with crushed stone, pitched such that wash water can be collected. Excess wash water will be filtered through a 5 micron filter and reused on-site. The equipment used to load the debris will be washed down on the decontamination pad at the end of the work shift. Roll-off containers and truck bodies will be washed down on the decontamination pad prior to leaving the Site.

4.0 Soil Below the Stockpile

Upon completion of the removal of the stockpiled debris, the contractor shall remove 3 inches of soil from below the footprint of the stockpile, and dispose of the soil as asbestos waste along with the debris.

5.0 Monitoring

Perimeter air samples will be collected during the handling of asbestos containing debris. Two up-wind and two down-wind samples will be collected during each work shift for analysis by Phase Contrast Microscopy (PCM). Air samples will be analyzed on site by a qualified analyst. If any air results exceed 0.01 fibers per cubic centimeter (f/cc), work shall stop and dust control measures will be evaluated. DEP will be notified immediately if any air results exceed 0.01 f/cc. Copies of air sample results will be provided to DEP.

6.0 Summary

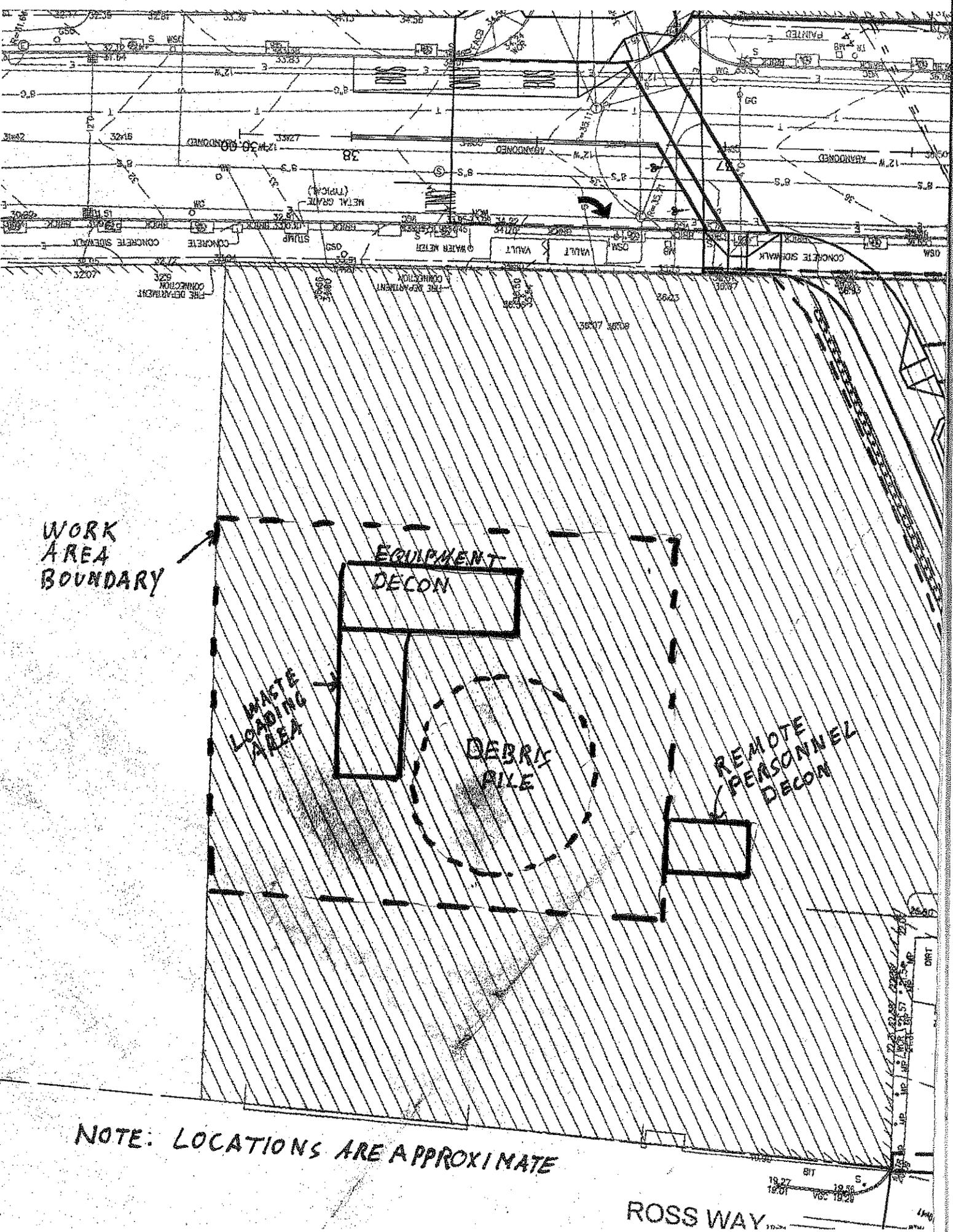
We request a waiver from the 10-day notification requirement for asbestos abatement to allow for the project to continue and to address the encountered asbestos containing material as expeditiously as possible. Please contact me at (508) 903-2362 if you have any questions regarding this plan.

Very truly yours,

Matthew T. Madden, P.E., L.S.P.
Senior Project Manager

Attachment: Site Sketch

C. Fran Sandonato, City of Quincy
Rob Stevens, City of Quincy



WORK
AREA
BOUNDARY

EQUIPMENT
DECON

WASTE
LOADING
AREA

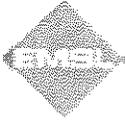
DEBRIS
PILE

REMOTE
PERSONNEL
DECON

NOTE: LOCATIONS ARE APPROXIMATE

ROSS WAY

ATTACHMENT 2
ANALYTICAL RESULTS



EMSL Analytical, Inc.

7 Constitution Way, Suite 107, Woburn, MA 01801

Phone: (781) 943-8411 Fax: (781) 943-8412 Email: customers@emsl.com

Attn: **Sebastien Brooks**
North American Site Developers, Inc.
1365 Main Street
Waltham, MA 02451

Customer ID: NASD26
Customer PO:
Received: 09/19/11 8:30 AM
EMSL Order: 131104369

Fax (781) 250-6700 Phone: (781) 250-6600
Project N6840 / Ross Parking Garage; Quincy, MA

EMSL Proj:
Analysis Date: 9/19/2011

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
01 131104369-0001	Debris Pile - Black Wires Conduit/Duct Bank Encased in Concrete	Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
02 131104369-0002	Debris Pile - White Friable Insulation Debris	Gray Fibrous Homogeneous		35% Non-fibrous (other)	65% Chrysotile
03 131104369-0003	Debris Pile - Black Roof Pitch Tar Material	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Initial report from 09/19/2011 13:43:58

Analyst(s)

Steve Grise (3)

Renaldo Drakes, Laboratory Manager
or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. Samples reported as <1% or none date require additional testing by TEM to confirm asbestos quantities. The above test report relates only to the items tested and may not be reproduced in any form without the express approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. In and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request.

Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI AAL-10773 and VT AL357102



EMSL ANALYTICAL, INC.
LABORATORY SERVICES

Chain of Custody
EMSL Order Number (Lab Use Only)

131104369

EMSL ANALYTICAL, INC.
 500 GARDEN CITY PLAZA
 WESTPORT, NY 06577
 Phone: (800) 220-5875
 Fax: (855) 726-5874

Company: <u>WASH, LLC</u>		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different <small>If Bill to is Different note instructions in Comments*</small>	
Street: <u>1365 Main St</u>		Third Party Billing requires written authorization from third party	
City: <u>Waltham</u>	State/Province: <u>MA</u>	Zip/Postal Code: <u>02451</u>	Country: <u>US</u>
Report To (Name): <u>Sebastian Brooks</u>		Fax #: <u>Sprints</u>	
Telephone #: <u>(781) 996-7101</u>		Email Address: <u>sebastian@wash.com</u>	
Project Name Number: <u>West Parking Garage - Quincy, MA</u>		Purchase Order: <u>Not Applicable</u>	
Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email		U.S. State Samples Taken: <u>MA</u>	

Turnaround Time (TAT) Options* - Please Check

3 Hour
 6 Hour
 24 Hour
 48 Hour
 72 Hour
 96 Hour
 1 Week
 2 Week

*For PUSH TAT's Please Call Ahead to Confirm Lab Hours and Availability. Not all TAT options are valid for every test. Material Receipt and IAC TAT's are in Business Days rather than Hours (i.e. 24 Hour = End of Next Business Day)

Asbestos

PCM - Air <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ Rfr TWA TEM - Air 4-45hr TAT (AHERA ONLY) <input type="checkbox"/> AHERA 40 CFR Part 763 <input type="checkbox"/> NIOSH 7432 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 TEM - Water Fibers: <input type="checkbox"/> Opim <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes: <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	PLM - Bulk <input checked="" type="checkbox"/> PLM EPA 800-R-99/116 <input type="checkbox"/> PLM EPA NOB (<1%) <input type="checkbox"/> NYS 196.1 (friable-NY) <input type="checkbox"/> NYS 198.6 (non-friable-NY) Point Count: <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/ Gravimetry: <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	TEM - Bulk <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 196.4 (non-friable-NY) <input type="checkbox"/> Chalfield SOP Soil/Rock/Vermiculite <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> EPA Reg. 1 Supporting Protocol (Qualitative)
Other:		

Lead (Pb) Flame Atomic Absorption <input type="checkbox"/> Chip: SW846-7000B or ACAC 974.02 <input type="checkbox"/> Soil SW846-7000B/7420 <input type="checkbox"/> Air NIOSH 7022 <input type="checkbox"/> Wastewater C831.119 or SW346-7000B/7420 <input type="checkbox"/> ASTM Wipe SW846-7000B/7420 <input type="checkbox"/> Non ASTM Wipe SW846-7000B/7420 <input type="checkbox"/> TCLP SW846-13.1.7420/SM 81115 Graphite Furnace Atomic Absorption <input type="checkbox"/> Soil SW846-7421 <input type="checkbox"/> Wastewater EPA 200.9 <input type="checkbox"/> Air NIOSH 7105 <input type="checkbox"/> Drinking Water EPA 200.9	ICP <input type="checkbox"/> Air NIOSH 7300 Modified <input type="checkbox"/> Non ASTM Wipe SW846-6010B or C <input type="checkbox"/> ASTM Wipe SW846-6010B or C <input type="checkbox"/> Soil SW846-6010 B or C <input type="checkbox"/> Waste Water SW846-6010B or C <input type="checkbox"/> TCLP SW846-6010B or C	Materials Science <input type="checkbox"/> Common Particle ID (large particles) <input type="checkbox"/> Full Particle ID (environmental dust) <input type="checkbox"/> Basic Material ID (solids) <input type="checkbox"/> Advanced Material ID <input type="checkbox"/> Physical Testing (Tensile, Compression) <input type="checkbox"/> Combustion-by-products (soot, char, etc.) <input type="checkbox"/> X-Ray Fluorescence (elem. analysis) <input type="checkbox"/> X-Ray Diffraction (Crystalline Part) <input type="checkbox"/> MMVF's (Fibrous glass, RCF's) <input type="checkbox"/> Particle Size (sieve/microscopy/laser) <input type="checkbox"/> Combustible Dust <input type="checkbox"/> Petrographic Examination Other: <input type="checkbox"/>
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Microbiology

Wipe and Bulk Samples <input type="checkbox"/> Mold & Fungi - Direct Examination <input type="checkbox"/> Mold & Fungi Culture (Genus Only) <input type="checkbox"/> Mold & Fungi Culture (Genus & Species) <input type="checkbox"/> Bacterial Count & ID (Up to Three Types) <input type="checkbox"/> Bacterial Count & ID (Up to Five Types) <input type="checkbox"/> MRSA <input type="checkbox"/> <i>Pseudomonas aeruginosa</i> Water Samples <input type="checkbox"/> Total Coliform & E coli (P/A) <input type="checkbox"/> Fecal Coliform (SM 8222D) <input type="checkbox"/> Sewage Screen <input type="checkbox"/> Heterotrophic Plate Count (SM 9215)	Air Samples <input type="checkbox"/> Mold & Fungi (Spore Trap) <input type="checkbox"/> Mold & Fungi Culture (Genus Only) <input type="checkbox"/> Mold & Fungi (Genus & Species) <input type="checkbox"/> Bacterial Culture & ID (Up to Three Types) <input type="checkbox"/> Bacterial Culture & ID (Up to Five Types) <input type="checkbox"/> Endotoxin Testing Real Time Q-PCR (See Analytical Guide for Code) Code: Legionella <input type="checkbox"/> Level 1 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 3 <input type="checkbox"/> Level 4 Other: <input type="checkbox"/>	IAQ Nuisance Dust NIOSH <input type="checkbox"/> 0500 <input type="checkbox"/> 0600 Airborne Dust <input type="checkbox"/> PM10 <input type="checkbox"/> TSP Silica Analysis: <input type="checkbox"/> All Species Silica Analysis - Single Species <input type="checkbox"/> Alpha Quartz <input type="checkbox"/> Cristobalite <input type="checkbox"/> Tridymite <input type="checkbox"/> HVAC Efficiency <input type="checkbox"/> Carbon Black <input type="checkbox"/> Airborne Oil Mist Radon Testing: Call for Kit and COG Other: <input type="checkbox"/>
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****Comments/Special Instructions:**

Client Sample #'s: <u>01 -</u>	Date: <u>8-11</u>	Total # of Samples: <u>RECEIVED</u>
Relinquished (Client): <u>[Signature]</u>	Date: <u>8-11</u>	Time: <u>1710</u>
Received (Lab):	Date:	Time: <u>SEP 14 2011</u>



Chain of Custody EMSL Order Number (Lab Use Only)

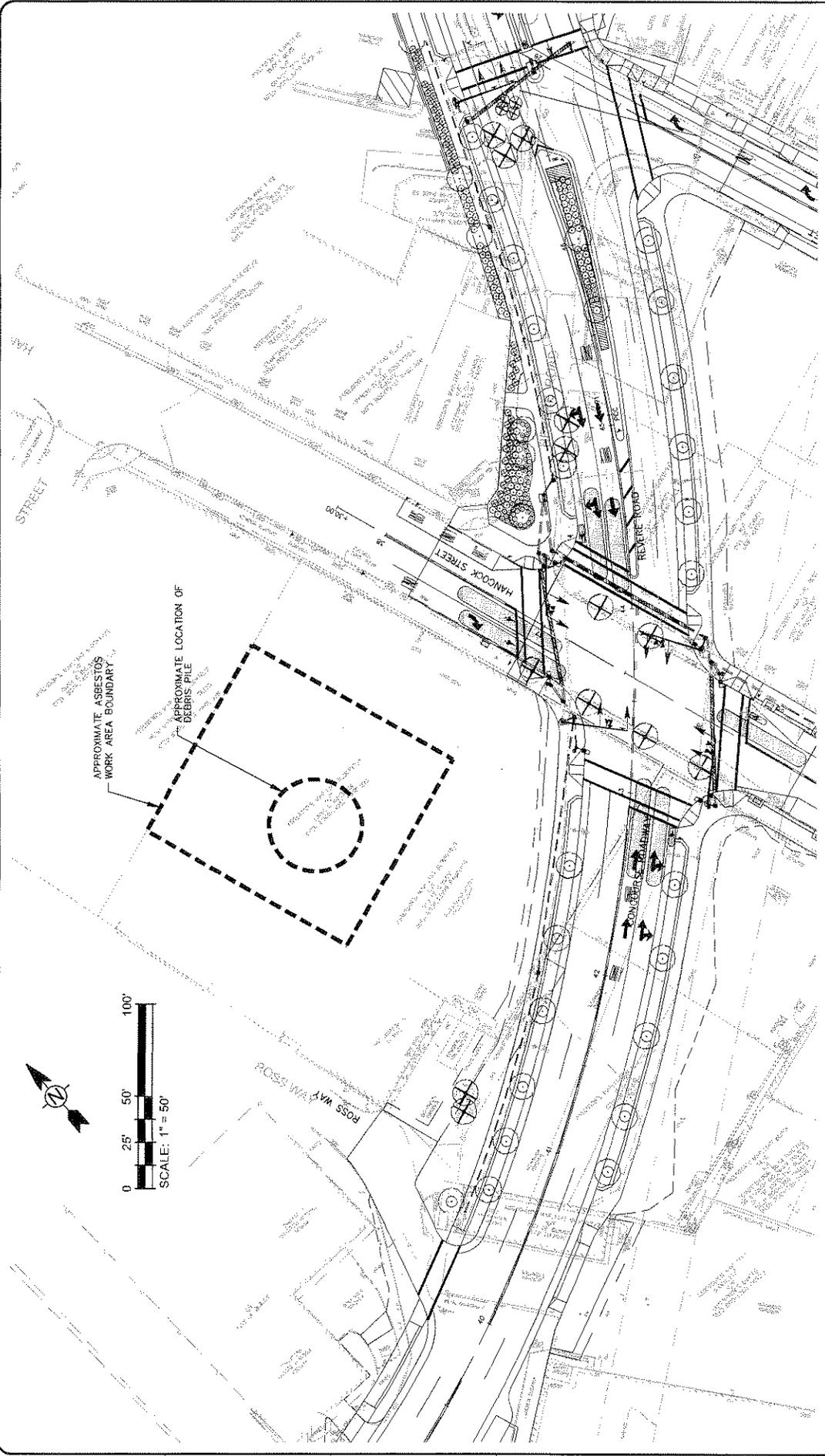
131104969

EMSL Analytical, Inc.
200 River Street
Greenwich, CT 06830
Phone: (860) 234-2000
Fax: (860) 734-2000

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
01	Black base conduct / Over base poured in concrete	01	9-16-11 13:30
02	white, friable insulation / Debris	02	
03	Black - Red PITCH / insulation	03	
*Comments Special Instructions:			RECEIVED SEP 19 2011 BY: SCL 0830

Analytic Completed in Accordance with EMSL's Terms and Conditions located in the Analytical Price Guide

1 2 3 4 5 6



<p>TETRA TECH www.tetrattech.com One Great Street Framingham, MA 01701 Phone: (508) 883-2288 Fax: (508) 883-2261</p>		<p>MARK DATE DESCRIPTION</p>	<p>BY</p>	<p>City of Quincy, Massachusetts Quincy Center Commission Quincy, Massachusetts Debris Pile Location Plan</p>
<p>Project No: 1202074</p>	<p>Drawn By: MTT</p>	<p>Checked By: MTT</p>	<p>Scale: 1" = 50'</p>	<p>2</p>

END OF DOCUMENT

QUINCY – Removal of Asbestos Contaminated Debris, Parcels C4 and C5

P:\Pre-FY2008\12700000\12700275\Specifications\Parcel C4 Asbestos Debris\Parcel_C4_Asbestos_Debris_2012-01-20.doc

FORM FOR GENERAL BID

To the Awarding Authority:

A. The undersigned proposes to furnish all labor and materials required for

Project No. _____ Contract No. _____

Project Name: **Removal of Asbestos Contaminated Debris, Parcels C4 and C5**

in Quincy, Massachusetts, in accordance with the accompanying plans and specifications prepared by Tetra Tech, Inc. for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered _____

C. The proposed contract price is _____

_____ (total bid in words)

dollars (\$ _____).

Name of General Bidder _____

D. The undersigned agrees that, if it is selected as general contractor, it will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that it will comply fully with all laws and regulations applicable to awards made subject to section 39M of Chapter 30 of the General Laws.

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

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

The undersigned further certifies under penalties of perjury that the undersigned is not debarred from doing public construction work under any law, rule or regulation of the federal government.

The undersigned hereby declares that the undersigned has carefully examined the Advertisement, Instructions to Bidders, Owner - Contractor Agreement, General Conditions of the Contract, Special Conditions (if any), Plans and Specifications, all other Contract Documents, and also the Site upon which the proposed work is to be performed. The undersigned further declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on the undersigned's own investigation and research and not in reliance upon any representation of any employee, officer or agent of the Commonwealth.

The undersigned further certifies under the penalties of perjury that:

- this bid is in all respects bona fide, fair and made without collusion or fraud with any other person;
 - we are the only persons interested in this proposal;
 - that it is made without any connection with any other person making any bid for the same work and without directly or indirectly influencing or attempting to influence any other person to bid to refrain from bidding or to influence the amount of the bid of any other person or corporation;
 - that no person acting for, or employed by, the Commonwealth of Massachusetts is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom.
- As used above the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned certifies that it shall comply with the provisions of the Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program set forth in Article XII of the General Conditions of the Contract.

Should the Contract Documents require submission of special data to accompany the bid, the Awarding Authority reserves the right to rule the bidder's failure to submit such data an informality and to receive said data subsequently within a reasonable time as set by the Awarding Authority.

Date _____, 2012.

(Name of General Bidder)

By _____
(Name of Person Signing Bid and Title)

(Business Address)

(City and State)

(Telephone Number)

(Facsimile Number)

The following information is furnished by the Bidder for the information of the Division of Capital Asset Management and Maintenance.

Is Bidder a corporation? ____ If so, incorporated in what state? _____

President _____

Secretary or Clerk _____

Treasurer _____

If Bidder is a foreign corporation, is it registered to do business in Massachusetts? _____

If Bidder is a foreign corporation and is selected, Bidder is required under M.G.L. c. 30, s. 39L to obtain from the Massachusetts Secretary of State, One Ashburton Place, 17th floor, a certificate stating that the corporation is registered to do business in Massachusetts, and to furnish said certificate to the awarding authority prior to the award.

Is Bidder a general partnership or joint venture? ____ If so, name each partner or venturer _____

Is Bidder a limited partnership? _____

Is Bidder registered in Massachusetts? ____ If so, name each general partner ____

If Bidder is a foreign limited partnership and is selected, Bidder is required under M.G.L. c. 30, s. 39L to obtain from the Massachusetts Secretary of State, One Ashburton Place, 17th floor, a certificate stating that the partnership is registered to do business in Massachusetts, and to furnish said certificate to the awarding authority prior to the award.

For each general partner or venturer that is a corporation, provide the following information (use additional sheets if necessary):

Name of corporation _____

State of incorporation _____

President _____

Secretary or Clerk _____

Treasurer _____

Name of corporation _____

State of incorporation _____

President _____

Secretary or Clerk _____

Treasurer _____

Is Bidder an individual? _____

Residence Address _____

Name under which Bidder does business _____

Business Address _____

If selected Bidder is an individual doing business under a different name than Bidder must furnish evidence of any required DBA filing.