

Invitation to Bid for DPW Yard Materials Processing

**City of Quincy
Massachusetts**

May, 2012

Released by:

**City of Quincy
Department of Public Works
55 Sea Street
Quincy, Massachusetts 02169-2572**

Environmental  Partners
GROUP

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Section 1 Overview

Description of Contract, Current Operations & Historical Information

The Municipality of Quincy, Massachusetts, referred to as the “Municipality”, currently processes yard waste, brush, street sweepings, catch basin cleanings, utility-related and roadway-related asphalt/concrete, and clean fill materials at the Department of Public Works yard at 55 Sea Street. The Contractor awarded the contract outlined herein, could be charged with the management (e.g., collection, processing, tracking, distribution, and/or disposal) of potentially all of these waste streams; the Municipality could elect to execute all, some, or none of the bid items detailed within this contract.

It is the City’s goal to hire one Contractor for management of all of these waste streams, however there are two base bid items supplemented with several bid alternates that may also awarded to that individual contractor if the City determines those alternates to be in the City’s interest. The bid alternate items have been ordered (highest to lowest) in terms of priority. A Contractor shall bid on the base bid items and then can chose to provide a bid on all or a selection of the bid alternate items. Alternates may not be selected individually (i.e. a la carte) rather the Invitation to Bid requires that the Contractor submit a bid on all of the alternate items inclusive of the lowest priority item that the Contractor has chosen to include in their bid proposal. For example, if a Contractor chooses to include Bid Alternate Item 5 in their proposal they must also include Bid Alternate Items 3 and 4, but would not obligated to provide a bid proposal including Bid Alternate Items 6 through 9.

The City’s DPW-related waste stream operations are managed and operated from this DPW facility. The facility property covers an area of approximately 22.19 acres and is comprised of three contiguous city plots: Plot 47 (8.51 acres), Plot 41 (7.44 acres) and Plot 51 (6.24 acres). The facility is used for the handling and temporary stockpiling of a variety of materials shown on Figure C-1 of Appendix A.

The facility is located in a relatively low-lying area that abuts Broad Meadows “Open Space” to the north, east and southwest. The Site terrain slopes downward from Sea Street along the western boundary to the south, east and northeast boundaries that abut wetland resource areas (e.g., bordering vegetated wetland and salt marsh). The resource areas are associated with a Town River Bay tributary that meanders around the southeast, east and northeast sides of the Site. In addition, the resource areas are generally located on the exterior side of the chain-link fence that defines the Site property line. Per the Order of Conditions, the City’s compost operation is allowed within the estimated 100-year Flood Zone (El. 12.5 – NGVD 1929).

Currently, the northwestern portion of the property is fenced-off and being occupied by the U.S. Army Corps of Engineers for salt marsh restoration purposes. In 2013 or 2014, this area is scheduled to be re-opened for use by the Municipality’s Contractor for activities detailed herein in accordance with the Order of Conditions.

Yard waste curbside collection services are scheduled in the spring and fall, with Christmas tree collection in January. Curbside collection is performed by the Municipality’s solid waste contractor (separate contract) and these curbside collected materials are not processed at the DPW yard. The DPW supplements the seasonal curbside collection of yard waste through yard waste and brush drop-off services for residents and landscaping contractors at the DPW yard. Yard waste and brush is accepted on a daily basis between the hours of 8am and 4pm Monday through Friday throughout the year. The DPW Yard is a registered composting facility (DEP facility #CO0243004). The Municipality currently contracts for the processing of the yard waste and brush that is accepted at the DPW Yard. Under this Contract (Base Bid Items 1 and 2), this yard waste and brush processing operations will be assumed by the Contractor.

Under a 1991 Massachusetts Department of Environmental Protection (DEP)-issued Order of Conditions (Appendix B), the DPW yard activities are subject to several environmental compliance boundaries including the 100-year flood plain (Elevation 12.5 NGVD 1929/11.7 NAVD 88) and the 100-foot buffer zone for the adjacent wetland resource areas. As part of this contract (Bid Alternate Item 3), the Contractor may be contracted to restore the materials processing area to the proposed conditions (Figure C-2) to re-establish the compliance boundaries and limits of work. The Contractor may be contracted to transport and deliver the existing stockpiled materials within the materials processing area to either a

location within the City of Quincy determined by the Municipality (Bid Alternate Item 4A) or a location determined by the Contractor (Bid Alternate Item 4B). The existing stockpiled materials includes common fill materials, gravel, and processed asphalt/brick/concrete from public works projects that are identified on the Existing Conditions Plan C-1 provided in Appendix A.

Clean fill materials from the Municipality's public works projects are stockpiled at the DPW yard for re-use. The Municipality also accepts clean fill materials from residential projects within the Municipality. The Municipality currently handles the stockpiling, processing, and re-use of the clean fill materials. Historically these clean fill materials have been available for use by the Municipality's materials processing contractor for blending with compost for the production of loam. Under this Contract (Alternate Bid Item 5), the clean fill materials processing operation (stockpiling, processing, and removal) could be assumed by the Contractor.

Roadway/utility-related asphalt, brick and concrete from the Municipality-related public works projects are stockpiled at the DPW yard from crushing/re-use under the requirements outlined in Appendix D. Under current conditions, a contractor involved in the public works project would reprocess the material removed from the project location or the Municipality would contract the processing/crushing of the material. Under this Contract (Alternate Bid Item 6), the asphalt, brick and concrete processing operations (stockpiling, crushing, screening, and removal) could be assumed by the Contractor.

The Municipality's street sweeping operations are conducted twice per year: once in the spring and once in the fall. The street sweepings are brought back to the DPW yard for stockpiling, and additional processing prior to re-use or disposal. The Municipality currently handles the stockpiling, processing and disposal of the street sweepings. Under this contract the Contractor could assume responsibility for processing (stockpiling, screening, and removal) of the street sweepings (Alternate Bid Item 7) at the Yard.

The Municipality's catch basin cleaning operations are conducted throughout the year. The catch basin cleanings are brought back to the DPW yard for dewatering, stockpiling, re-use (if applicable) or disposal. The Municipality currently handles the dewatering, stockpiling, processing, and disposal of the street sweepings. Under this contract the Contractor could assume responsibility for management (stockpiling and removal) of the catch basin cleanings (Alternate Bid Item 8) at the Yard.

The crushed material generated under Alternate Bid Item 6 and the street sweepings screened under Alternate Bid Item 7 could be blended together at a ratio to meet the requirements for processed gravel for subbase (MHD spec M1.03.1). Under this contract the Contractor could assume responsibility for blending of the processed material streams to make processed gravel for subbase (Alternate Bid Item 9) a portion of which would be provided to the Municipality for their use and the remainder would be removed from the DPW yard.

Term:

The term of the contract will be for a three (3) year period commencing July 1, 2012, and ending June 30, 2015, and will also include three (3) options for one (1) year extensions through June 30, 2018. It will be at the discretion of the Municipality as to whether or not they exercise the option periods after the three year term of the contract.

Contract Price:

The contract price for the second year of the Contract (for the period of July 1, 2013 through June 30, 2014) shall be based on the previous year's Contract cost. The contract price for each subsequent year after the second year of the contract, commencing July 1, 2014, and its extensions, shall be based on the previous year Contract cost, and the actual increase or decrease in the change in the annual Cost of Living Price Index for all Urban Consumers (CPI-U) as published by the U.S. Department of Labor, Bureau of Statistics, Boston Labor Division of the Northeast Region, but shall not exceed 1.5% each year. The annual contract cost adjustment shall be based on the change in the CPI-U published for March of the preceding year for the forthcoming contract year.

Historical Information:

Historical information on the quantity of yard waste, brush, street sweepings, and clean fill materials brought to the DPW Yard is listed below. Facts stated are accurate to the best knowledge of the

Municipality. The Contractor is responsible for establishing, to their own satisfaction, the conditions of the work that is the subject of their bids.

Yard Waste: Approx. 15,000 cubic yards/year
Brush (chipped): Approx. 2,000 cubic yards/year
Clean Fill (from municipal projects): Approx. 2,000 cubic yards/year
Asphalt/Concrete (crushed): Approx. 5,000 cubic yards/year
Street Sweepings: Approx. 8,000 cubic yards/year
Catch Basin Cleanings: Approx. 2,000 cubic yards/year

Some of the quantities listed in the Bid Form (Appendix F) are greater than the quantities listed above in order to account for the potential increased quantity of material that the contractor may be able to assume due to the efficiency of its operations. The quantities listed above are the minimal amounts that are expected to be collected, processed distributed/disposed off-site by the Contractor on an annual basis. The amounts listed in the bid form are the maximum amounts that are expected to be collected, processed distributed/disposed off-site by the Contractor on an annual basis. Laboratory analytical data for Asphalt/Brick Concrete materials and Street Sweepings are provided in Appendix G. Laboratory analytical data reports are available upon request. The Contractor shall be responsible for any required additional confirmatory disposal characterization sampling and analysis associated with the disposal of materials outlined in Alternate Bid Items 4 through 9.

1-A Commonwealth of Massachusetts, General Laws, Chapter 30B

The bidding and award of the Contract shall be in full compliance with Sections 39M inclusive of Chapter 30 of the General Laws of the Commonwealth of Massachusetts as last revised. The Municipality also reserves the right to reject any and all bids, if it is in the best interest of the Municipality to do so, and to cancel this procurement process at any time.

1-B Bid Proposals

The Municipality, by and through the Quincy Department of Public Works (DPW), 55 Sea Street, Quincy MA 02169 will accept bid proposals from qualified parties for providing some or all of the following services: processing of yard waste (Base Bid Item 1) and brush (Base Bid Item 2); DPW yard site restoration to proposed conditions (Figure C-2) (Alternate Bid Item 3) including the removal, transportation and off-site disposal of existing materials necessary to bring the site to proposed conditions (Alternate Bid Item 4A and 4B); processing of clean fill from municipal and residential projects (Alternate Bid Item 5); processing/crushing of asphalt/concrete from the Municipality's DPW-related projects (Alternate Bid Item 6); processing of municipal street sweepings (Alternate Bid Item 7); processing of municipal catch basin cleanings (Alternate Bid Item 8); and blending of processed asphalt/brick/concrete materials with processed street sweepings to generate processed gravel for subbase (Alternate Bid Item 6). The bid proposals will be received at the office of the Purchasing Department, 1305 Hancock Street, 2nd Floor City Hall, Quincy MA 02169 until 11:00 AM on May 31, 2012. The bids will be publically opened and read aloud. The bids shall be made available for public review after opening.

Bid Proposals shall be submitted in a sealed envelope clearly marked on the outside with the following: "Bid Proposal for DPW Yard Materials Processing Contract."

The Invitation to Bid materials may be obtained after May 9, 2012 at 10 AM at the office of the Purchasing Department, 1305 Hancock Street 2nd Floor City Hall Quincy, MA 02169 until 10 AM. There is a \$50.00 non-refundable deposit for each hard copy of the Invitation to Bid materials. The Municipality shall also post the Invitation to Bid materials for free download from their website at:

<http://www.quincyma.gov/Government/PPD/PurchasingBidPage.cfm>

The Municipality reserves the right to waive any informality; and to reject any or all bid proposals if deemed not to be in the best interest of the Municipality.

Each bid proposal must contain the following:

- Bid Security (5%)
- Completed and signed bid form
- References - Three to be included with this bid

- Non-Collusive Affidavit
- Certificate of Corporate Vote
- Certificate as to payment of State taxes, MGL, Ch. 62c,s: 49A(b)
- Certificate of OSHA 10-Hour Training

The awarding authority shall be the City of Quincy. The basis of award shall be the base bid items. The bid shall be awarded to the lowest responsive and responsible bidders, which shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability, experience, integrity, and past performance necessary for the faithful performance of the work. The Municipality reserves the right to include or remove any Alternate Bid Items from the contract.

1-C Bid Form

The Bid Proposal pricing will be submitted on the Bid Form appended in Appendix F. As indicated on the Bid Form, the product produced from some of the processing operations described herein will generate product to be turned over to the Municipality (e.g., loam, wood chips, roadway subbase). As such, the bid item descriptions quantify the portion of the processed material that will be returned to the Municipality.

1-D Pre-proposal Meeting

A pre-proposal informational meeting will be held on **May 16, 2012 at 10:00 AM** in the main conference room at **Quincy Department of Public Works**, 55 Sea Street; Quincy, Massachusetts. Questions and comments on the Invitation to Bid are welcome and prospective contractors should hold all questions and comments for the pre-proposal meeting. It is preferable to have all questions in writing at the meeting. Notes will be taken at the pre-proposal meeting and distributed to all attendees after being transcribed.

1-E Projected Contract Implementation Schedule

The following are the projected milestone dates:

- Invitation To Bid available to be picked up by contractors – May 9, 2012 @ 10 A.M. at the offices of the Purchasing Department, 1305 Hancock Street 2nd Floor City Hall Quincy, MA 02169, or on the Municipality's website.
- Pre-Proposal Meeting – May 16, 2012 @ 10:00 AM at Engineering Office, Department of Public Works 55 Sea Street, Quincy, MA.
- Receive Questions/Comments – Thru May 24, 2012 by 11:00 AM. Questions should be in writing by email or fax and addressed to the attention of Kathryn Hobin, Purchasing Agent or Meredith Marini, Assistance Contract Coordinator, 1305 Hancock Street, 2nd Floor City Hall, Quincy, MA 02169. Fax: (617) 376-1074. Email: khobin@quincyma.gov or mmardini@quincyma.gov.
- Bids Due – May 31, 2012 @ 10:00 AM at Purchasing Department, 1305 Hancock Street 2nd Floor City Hall Quincy, MA 02169.
- Contract Award/Notice to Proceed: July 1, 2012
- July, 2012: Contractor submits O&M Plan for review by Municipality.

1-F Legal Advertisement

The Legal Advertisement to appear in: The Central Register on May 9, 2012 and the Quincy Sun on May 10, 2012.

Section 2 Contract Definitions

CONTRACTOR – The selected contractor that is signatory to the DPW Yard Materials Processing Contract.

MUNICIPALITY – Individual who is designated and authorized by the Mayor of the City of Quincy.

BENEFICIAL USE DETERMINATION (BUD) - Determination by the Massachusetts Department of Environmental Protection for the conditional approval allowing for the beneficial reuse of regulated

materials such as street sweepings, catch basin cleanings, asphalt-brick-concrete debris, etc. for specific projects.

COMMERCIAL SUBSCRIBERS – All commercial landscaping contractors that participate in the DPW yard drop-off program for yard waste and brush.

CONTRACTOR'S WORK AREA – That area of the Quincy DPW Yard designated for use by the Contractor to accomplish the work outlined in the Sections herein. The physical limits of the Contractor's Work (delineated within Figure C-2 of Appendix A). In the event that the Contractor is only awarded Bid Items 1 and 2 (Yard Waste and Brush processing, respectively), the physical limits of the Contractor's Work Area shall be reduced as shown on Figure C-2 of Appendix A and the Municipality shall retain use of the remaining area.

DISPOSAL FACILITY - The Facility where the stockpiles of materials scheduled for removal and transportation shall be taken for disposal.

HOLIDAY - The term "holiday" when used in connection with days of collection, shall include Sundays in addition to the following: New Year's Day, Independence Day, Thanksgiving Day, Christmas Day, Martin Luther King's Day, President's Day, Patriot's Day, Memorial Day, Labor Day, Columbus Day, and Veterans' Day.

HOUSEHOLD - A single residential unit within a single or multi-family complex.

MAYOR - The Mayor of Quincy or his/her designee.

MUNICIPAL COLLECTION PROGRAM – Program that collects yard waste and brush materials from residents, municipal buildings, and schools.

MUNICIPALITY – City Of Quincy.

RESIDENTIAL SUBSCRIBERS - All residents that participate in the DPW yard drop-off program.

SOLID WASTE – Unsuitable materials (e.g. household trash) generated from the processing (e.g. screening) of the various material streams by the Contractor. Disposal of such materials shall be coordinated with the Municipality and must be made in compliance with State and Local Regulations.

SUBSCRIBERS/PARTICIPANTS – Residents, municipal departments, and commercial landscaping contractors participating in the DPW yard drop-off program.

Section 3 Contract Terms

3-A Limits of Work

The environmental compliance boundaries and proposed Contractor's Work Area boundaries are identified on Figures C-1 and C-2 of Appendix A. The Contractor's Work Area will expand to that area shown on Figure C-2 that is currently scheduled to be vacated by U.S. Army Corps of Engineers in 2013 or 2014. The environmental compliance boundaries are governed by the 1991 DEP Order of Conditions (Appendix B): 100-year flood plain (elevation 12.5 NGVD-1929/11.7 NAVD 88) and the 100-foot buffer zone for the adjacent wetland resource areas.

The Contractor's Work Area is partially defined by those environmental boundaries to the north, east, and west and by the portion of the DPW Yard, south of the Contractor's Work Area, to be solely used by the Department of Public Works. The limits of work are applicable to the one-time site restoration activities and the on-going materials processing activities. In the event that the Contractor is only awarded Bid Items 1 and 2 (Yard Waste and Brush processing, respectively), the physical limits of the Contractor's Work Area shall be reduced as shown on Figure C-2 of Appendix A and the Municipality shall retain use of the remaining area.

3-B Material Collection

During normal working hours (Section 4-B), the Municipality shall handle the collection and receiving of yard waste (residential), brush (residential), clean fill (residential and municipal), street sweepings, catch basin cleanings and DPW project-related asphalt/brick/concrete outside the Contractor's Work Area. The Municipality will then coordinate with the Contractor for the transportation of those materials to location(s) within the Contractor's Work Area for processing.

After first being checked in by the Municipality prior to entering the Contractor's Work Area, yard waste and brush from commercial landscape contractors shall be transported directly to the Contractor's Work Area by the landscape contractors and placed in a location established for such purposes by the Contractor. It is anticipated that the contractors will pay a tip fee to the Municipality prior to being allowed access to disposal of these items in the Contractor's Work Area.

3-C Record Keeping – Incoming Materials

The Municipality will coordinate the record keeping of all materials delivered to the DPW yard for processing/transfer to the Contractor's yard including (as applicable) yard waste (residential/commercial), brush (residential/commercial), clean fill materials (residential/municipal), street sweepings (urban/non-urban), catch basin cleanings, and DPW project-related asphalt/brick/concrete. The materials will be inspected by the Municipality for compliance with all applicable State and local laws, regulations and waste bans. The Municipality's inspection does not relieve the Contractor from inspecting the materials during delivery and processing for compliance with all State and local laws, regulations and waste bans. The Contractor will coordinate the record keeping of all clean fill imported directly by the Contractor (source location, quantity and type) and provide those records to the Municipality as part of a weekly progress report (Section 3-D).

3-D Record Keeping – Processed and Outgoing Materials

The Contractor will coordinate the record keeping of all applicable materials delivered, processed and removed from the Contractor's Work Area including finished compost, wood chips, loam, clean fill, screened street sweepings, crushed materials, blended screened street sweepings/crushed materials, catch basin cleanings, solid waste (i.e., tailings). The Contractor shall keep a daily work log recording each day's receiving, processing, and removal activities including quantities, type of materials, and parties involved in the delivery/removal.

Copies of the daily logs should be maintained at the site by the Contractor and be available for inspection by the Municipality upon request. The Contractor shall provide the Municipality with weekly progress reports indicating the amount of materials accepted to the Contractor's Work Area, processed, and removed from the Contractor's Work Area. The Contractor shall submit a draft weekly progress report for the prior week's work to the Municipality for review and approval prior to the start of each new work week.

Disagreements between the Contractor/Municipality on details within the weekly progress report should be resolved within the following week. The Contractor's Work Area will be inspected by the Municipality on a monthly basis to ensure compliance with this Contract and the applicable local, state, and federal regulations. The Contractor will immediately address any discrepancies noted by the Municipality.

3-E Solid Waste Disposal

The Contractor shall be responsible for the temporary stockpiling, and off-site transportation/disposal of all solid waste materials (e.g. tailings) generated during the course of the materials processing activities that they have been contracted for by the Municipality. The Contractor shall temporarily stockpile these solid waste materials within the Contractor's Work Area and coordinate for their timely removal to a licensed disposal facility. The Contractor shall identify the proposed disposal location for all solid waste materials generated by the Contractor's activities in the Operations and Maintenance Plan (refer to Section 3-F).

3-F Operations and Maintenance Plan

Prior to commencement of work, the Contractor shall submit an Operations and Maintenance Plan for the Municipality's review and approval. The O&M Plan shall outline the Contractor's means and methods for ensuring compliance with each Section of this Invitation To Bid which the Municipality has elected to award to the Contractor. This plan shall include but not be limited to:

- Means/Methods for quantity measurement of each Bid Item that is contracted under this RFP
- Proposed Site Layout
- Recordkeeping (examples of sheet logs)
- Staff/Personnel management including contact information
- Health & Safety Plan
- Emergency Response procedures/oil & hazardous material spill management
- Materials process management (e.g., composting plan)
- Contractor's estimate of additional volume of yard waste that could be processed at the facility in addition to the 15,000 cubic yards anticipated to be provided by the Municipality annually
- Proposed solid waste disposal facilities
- Proposed facilities for disposition of finished saleable products

Section 4 General Information

4-A Start Date

The Contractor shall commence work under the terms of the Contract as of the date of the issuance of a Notice to Proceed by the Municipality.

If delays are caused by acts of God, acts of government or state, acts of terrorism, or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to additional time wherein to perform and complete the work in the Contract on his part as the Municipality shall certify in writing to be just.

4-B Hours of Operation and Holidays

The hours of operation for the Contractor shall be 7 a.m. until 4 p.m. Monday through Friday with the exception of observed legal holidays when the DPW Yard will be closed. Unless receipt of prior approval from the Municipality, the Contractor shall maintain a physical presence (i.e., working operator with working equipment) during these time periods.

Work outside the above time periods will be permitted only on an emergency basis and only with the approval of the Municipality. As part of their duties, the Municipality may require use of the Contractor's Work Area during hours outside of the Contractor's hours of operations to offload materials generated from Municipal DPW-related operations (e.g., fill generated from a water line break/repair). The Municipality will take care to place the material in the locations pre-designated by the Contractor for that purpose and will move this material at their expense if placed in an incorrect location. Each day, the Municipality and Contractor will reconcile their records to account for any changes in volumes of any material occurring outside of the normal hours of operation.

4-C Equipment

The material processing equipment (e.g. tub grinder, trommel screen, loaders, etc.) shall be of size and type that operate efficiently for the work required. The Contractor shall provide replacement equipment in the event any piece of processing equipment is inactive awaiting repairs for any period longer than fourteen calendar days.

All vehicles used in the management, transportation, or processing of materials covered under this contract shall be of sufficient size and capacity to operate efficiently. The equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be ensured. The component parts of the unit need not be a product of the same manufacturer.

The Contractor shall utilize their designated Contractor's Work Area for the equipment in a manner that is adequate and sufficient to provide year-round operation. The Contractor shall make adequate provision for maintenance and prompt repair of equipment.

All vehicles, conveyances, containers, and all other equipment of whatever nature which is used by the Contractor shall be kept and maintained in a sanitary condition and well repaired. All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety, appearance, and

subject to approval or rejection by the Municipality at any time. Rejected equipment will be replaced by the Contractor as soon as reasonably possible.

The Contractor is responsible for ensuring that audible back-up alarms, as required by State law, are functioning properly at all times.

4-D Daily Contact and Emergency Contact

The Contractor shall provide the Municipality with a company contact list identifying the key individuals responsible for the execution of the contract. This list should include the primary contact person that is available throughout the day between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday excluding legal holidays.

The Contractor will be required to designate a contact person as well as an emergency response crew who can be notified by the Municipality during Contract related emergencies, 7 days a week, 24 hours a day throughout the length of this Contract. The name of the designated contact person, a daytime telephone number and an evening telephone number must be furnished to the Municipality prior to commencement of work under this Contract. In addition, the contact person will be required to carry a mobile telephone at all times during the Contract. The mobile number shall also be supplied to the Municipality prior to commencement of work under this Contract. The Contractor must also provide a mobile telephone that will remain at the construction site during the hours of construction. The phone will be in a location that will allow the Contractor to respond to calls.

The contact person shall be required to respond to any Municipality notification in this regard within one hour of such notice by calling (617) 376-1959 (Department of Public Works) during normal working hours or (617) 479-1212 (Police Department) after hours. Upon being advised by the Municipality of the location and nature of the emergency, the Contractor will be required to mobilize the necessary response crew(s) and have them at the site of the emergency within three hours of the initial notification.

This requirement shall be considered an incidental part of the Contract, no matter how many times the Contractor is alerted during this Contract, and no payment will be made for any costs incurred or associated with the emergency contact and response requirements.

4-E Meetings with Contractor and Municipality

The Contractor shall be available to meet with the Municipality as needed to review Contract progress and performance. An annual performance review may be conducted prior to the end of each contract year.

4-F Inspection and Reports

The Contractor will coordinate the record keeping of all materials accepted, processed and removed from the Contractor's Work Area including yard waste, brush, finished compost, wood chips, loam, clean fill, asphalt/brick/concrete (crushed/uncrushed), street sweepings, catch basin cleanings and blended material, as applicable. The Contractor shall keep a daily work log recording each day's receiving, processing, and shipping activities including quantities, type of materials, and parties involved in the receiving/shipping. Copies of the daily logs should be maintained at the site by the Contractor and be available for inspection by the Municipality upon request.

The Contractor shall provide the Municipality with weekly progress reports indicating the amount of materials accepted to the Contractor's Work Area, processed, and removed from the Contractor's Work Area including disposal receipts (tonnage for solid waste) by item. The Contractor shall submit a draft weekly progress report for the prior week's work to the Municipality for review and approval prior to the start of each new work week. Disagreements between the Contractor/Municipality on details within the weekly progress report should be resolved within the following week. The Contractor's Work Area shall be inspected by the Municipality on a monthly basis to ensure compliance with this Contract and the applicable local, state, and federal regulations.

The Municipality shall have the right, at any time, upon reasonable notice, to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Municipality. Whenever requested, the

Contractor shall promptly furnish full and complete written reports of operations under this Contract in such detail and with such information as the Municipality may reasonably request.

4-G Materials from Other Sources

The Contractor shall not mix refuse or materials from unknown sources with materials received from the Municipality within this Invitation to Bid. Violation of this rule shall be considered breach of contract and subject to termination of contract or fines.

4-H Hazardous Materials

Materials containing hazardous materials such as the following shall NOT be accepted or processed under this Contract:

- a. gasoline and waste oil
- b. liquid oil-based paints, turpentine, paint thinners and shellac
- c. pesticides
- d. auto batteries
- e. explosives, ammunition
- f. propane tanks and gas cylinders
- g. PCBs and radioactive waste containers
- h. other materials designated hazardous by DEP or EPA
- i. medical wastes
- j. oven and drain cleaners, and heavy duty cleaners
- k. fluorescent bulbs or any mercury containing item
- m. gypsum
- n. urban fill materials (e.g. coated brick, coated concrete, ash, glass)
- o. soil materials containing oil and/or hazardous materials

The Contractor shall notify the Municipality immediately in the event potential hazardous materials are identified in the materials accepted to the Contractor's Work Area.

4-I Ownership of Materials

Under Section 5, all loam shall be the property and responsibility of the Contractor once processed from the yard waste with the exception of the 500 yards of loam to be provided to the Municipality annually. Under Section 6, all wood chips shall be the property and responsibility of the Contractor once processed from the brush with the exception of the 300 yards of processed wood chips to be provided to the Municipality annually. Under Section 8, all screened fill shall be the property and responsibility of the Contractor once processed. Under Section 9, all crushed ABC material shall be the property of the Contractor. Under Section 10, all processed street sweepings shall be property and responsibility of the Contractor. Under Section 11, all Catch Basin Cleanings shall be the property and responsibility of the Contractor. Under Section 12, all blended material shall be the property of the Contractor with the exception of 4,000 yards to be provided to the Municipality annually. All associated solid waste generated per Section 5 through 13 (including solid waste from Contractor's imported fill) shall remain the property of the Contractor with the exception of those materials that the Municipality has not included within the scope of the Contractor's contract.

The common fill provided by the Municipality to the Contractor for mixing compost to make loam shall be screened by the Contractor. It shall be the Contractor's responsibility to provide quality control for processing of all materials accepted into the Contractor's Work Area per Section 3-F.

4-J Employees

The Contractor shall employ competent and courteous employees and shall immediately discharge or transfer to duties outside any contract with the Municipality, any incompetent or discourteous employee when ordered to do so by the Municipality. The Contractor shall not again employ for work with the Municipality, any employee dismissed or transferred under the foregoing provisions without the consent of the Municipality.

The Contractor shall prepare Site Plans and train employees before initiating acceptance, processing and shipping activities in the Contractor's Work Area and before the Contractor permits an employee to begin work under this Contract.

4-K New Employees

The Contractor agrees to make its best effort to train new employees for a period of at least two weeks prior to their assuming full responsibility for the operations within the Contractor's Work Area.

Section 5 Yard Waste (Base Bid Item 1)

5-A Receiving

Currently the Municipality accepts residential drop-off of yard waste at a specified location at the entrance to the DPW yard.

Under the materials processing operations as described in this contract, the Municipality will continue to accept residential yard waste at the entrance to the DPW yard. The Municipality will collect and transport the residential yard waste and Municipality-generated yard waste to the Contractor's Work Area. The delivery of this yard waste shall be coordinated between the DPW staff and the Contractor on a daily basis.

After first being checked in by the Municipality prior to entering the Contractor's Work Area, yard waste from commercial landscape contractors shall be transported directly to the Contractor's Work Area by the commercial landscape contractors and placed in a location established for such purposes by the Contractor. It is anticipated that the commercial landscape contractors will pay a tip fee to the Municipality prior to being allowed access to disposal of yard waste and brush in the Contractor's Work Area.

The Municipality shall record the contact information and quantities of yard waste dropped off at the Contractor's Work Area by commercial landscape contractors, and municipal departments on a daily basis. Additionally, the Municipality shall record the total quantity of residential yard waste transported to the Contractor's Work Area and provide that information to the Contractor on a daily basis. The Contractor shall maintain a daily log of all materials received, processed, and distributed and provide a weekly summary report to the Municipality as described in Sections 3-D and 4-F.

For purposes of establishing a baseline quantity for payment calculating purposes under Section 5, the Contractor will survey the volume of yard waste/compost/loam existing in the Contractor's Work Area at the commencement of this Contract. The processing/distribution of this surveyed stockpiled material fall within the payment terms of the Bid Form (Appendix F) for the base bid.

5-B Stockpiling

The Contractor shall stockpile the unprocessed yard waste materials, compost windrows, and finished compost within the Contractor's Work Area in locations established by the Contractor for those purposes as described in the Contractor's Operations and Maintenance Plan. Equipment used for stockpile management shall be of a size and type that operate efficiently for the work required. Stockpiles shall be maintained such that they do not become a public nuisance due to odor and dust issues.

5-C Composting and Processing

The Contractor shall process the yard waste according to standard practices to produce compost. As part of the Contractor's Operations & Maintenance Plan (Section 3-F), the Contractor shall submit a composting plan detailing the proposed composting operations to the Municipality for review. Typical practices include tub-grinding, windrowing, turning, blending and screening. Equipment used for the composting operations shall be of a size and type that operate efficiently for the work required. Compost stockpiles shall be maintained such that they do not become a public nuisance due to odor and dust issues.

Solid waste and unsuitable materials generated during the yard waste processing operations shall be stockpiled in a location assigned by the Contractor for that purpose. The Contractor shall be responsible for the removal of the solid waste. Materials designated for solid waste disposal should not be allowed to

accumulate for longer than 60 days. The Contractor shall be responsible for transporting the accumulated solid waste materials to a licensed disposal facility.

5-D Distribution

The Contractor shall be responsible for ensuring that all processed compost/loam is removed from the Contractor's yard on a timely basis to allow for continuous materials processing throughout the year without exceeding the physical boundaries of the Contractor's Work Area. The Contractor shall turn over a total of 500 cubic yards of loam to the Municipality each year for their use at no charge to the Municipality. The Municipality shall coordinate the provision of this material with the Contractor as needed.

Section 6 Brush (Base Bid Item 2)

6-A Receiving

Currently the Municipality accepts residential drop-off of brush at a specified location at the entrance to the DPW yard.

Under the materials processing operations as described in this contract, the Municipality will continue to accept residential brush at the entrance to the DPW yard. The Municipality will collect and transport the residential and Municipality-generated brush to the Contractor's Work Area. The delivery of this brush shall be coordinated between the DPW staff and the Contractor on a daily basis.

After first being checked in by the Municipality prior to entering the Contractor's Work Area, brush from commercial landscape contractors shall be transported directly to the Contractor's Work Area by the commercial landscape contractors and placed in a location established for such purposes by the Contractor. It is anticipated that the commercial landscape contractors will pay a tip fee to the Municipality prior to being allowed access to disposal of brush in the Contractor's Work Area.

The Municipality shall record the contact information and quantities of brush dropped off at the Contractor's Work Area by commercial landscape contractors, and municipal departments on a daily basis. Additionally, the Municipality shall record the total quantity of residential brush transported to the Contractor's Work Area and provide that information to the Contractor on a daily basis. The Contractor shall maintain a daily log of all materials received, processed, and distributed and provide a weekly summary report to the Municipality as described in Sections 3-D and 4-F.

For purposes of establishing a baseline quantity for payment calculating purposes under Section 6, the Contractor will survey the volume of unprocessed and processed brush in the Contractor's Work Area at the commencement of this Contract. The processing/distribution of this surveyed stockpiled material fall within the payment terms of the Bid Form (Appendix F) for the base bid.

6-B Stockpiling

The Contractor shall stockpile the unprocessed and processed brush materials within the Contractor's Work Area in locations established by the Contractor for those purposes. Equipment used for stockpile management shall be of a size and type that operate efficiently for the work required. Stockpiles shall be maintained such that they do not become a public nuisance due to odor and dust issues as described in the Contractor's Operations and Maintenance Plan.

6-C Processing

The Contractor shall process the brush according to standard practices to produce usable woodchips for landscaping or compost purposes. Typical practices include tub-grinding and chipping. Equipment used for the brush processing operations shall be of size and type that operate efficiently for the work required. Wood chip stockpiles shall be maintained such that they do not become a public nuisance due to odor and dust issues.

Solid waste and unsuitable materials generated during the brush processing operations shall be stockpiled in a location within the Contractor's Work Area assigned by the Contractor for that purpose. Materials designated for solid waste disposal should not be allowed to accumulate for longer than 60

days. The Contractor shall be responsible for the removal of the solid waste. The Contractor shall be responsible for transporting the accumulated solid waste materials to a licensed disposal facility.

6-D Distribution

The Contractor shall be responsible for ensuring that all processed brush is removed from the Contractor's yard on a timely basis to allow for continuous materials processing throughout the year. The Contractor shall turn over a total of 300 cubic yards of wood chips to the Municipality each year for their use at no cost to the Municipality. The Municipality shall coordinate the provision of this material with the Contractor as needed.

Section 7 Site Restoration (Alternate Bid Item 3) and Off-Site Disposal of Existing Materials (Alternate Bid Item 4A and 4B)

7-A Limits of Work and Erosion Controls

The limits of the site restoration activities, the applicable environmental compliance boundaries (100-year flood plain and 100-foot wetland resource area buffer zone), and the limits of the Contractor's Work Area are indicated on the existing and proposed site plans included as Figures C-1 and C-2 of Appendix A.

The Contractor shall be required to establish the proposed limits of the Contractor's Work Area as part of the site restoration activities. The northern, eastern, and western boundaries are prescribed by the applicable environmental compliance boundaries and ACOE-related work area as indicated on the proposed site plan. The southern boundary of the Contractor's Work Area extends along the northern side of the existing salt storage shed.

Site grading shall be consistent with the requirements of the Order of Conditions (Appendix B) to allow for proper stormwater controls. Prior to the commencement of site restoration activities, a line of wattles for erosion control shall be installed at the limits of work as shown on Figure C-2 of Appendix A. The wattles shall be filled with rice straw or compost and the enclosure shall be constructed of geotextile fabric. The wattles shall be pinned to the ground using stakes or pins as recommended by the manufacturer. The wattles shall be installed in accordance with the manufacturer's instructions. The proposed erosion control product shall be submitted to the Municipality for review/approval prior to installation. In the event that the Contractor is only awarded Bid Items 1 and 2 (Yard Waste and Brush processing, respectively), the physical limits of the Contractor's Work Area shall be reduced as shown on Figure C-2 of Appendix A and the Municipality shall retain use of the remaining area.

7-B Off-Site Transportation and Disposal of Existing Materials (Alternate Bid Items 4A and 4B)

With the exception of screened/unscreened compost materials and loam, stockpiles of materials (i.e., fill, ABC material (crushed/uncrushed), street sweepings, catch basin cleanings), within the proposed Contractor's Work Area shown on Figure C-2 of Appendix A are anticipated to be removed by the Municipality prior to the commencement of this Contract. The compost materials/loam and brush will become the responsibility of the Contractor to manage in accordance with Section 5 and 6.

Pre-existing stockpiles not removed by the municipality as of the commencement of the Contract shall be the responsibility of the Contractor to transport them off-site to either (1) location(s) within the Municipality limits designated by the Municipality (Alternate Bid Item 4A) or (2) off-site locations designated by the Contractor (Alternate Bid Item 4B) where use/disposal of those materials are consistent with local state and federal regulations/policy. Prior to the off-site movement of any material, the Contractor shall survey all on-site stockpiles (including compost/loam) to quantify the volume of material for payment purposes.

Upon completion of the removal and off-site transportation of the stockpiled material, the Contractor shall request an inspection of the DPW Yard by the Municipality to confirm compliance with the terms of this contract. Upon approval of the removal and transportation activities, the Contractor shall establish the boundaries of the Contractor's Work Area as described in Section 7-A (Alternate Bid Item 3). Historical laboratory data is provided in Appendix G. Contractor shall be responsible for any disposal characterization sampling and analysis for materials managed under this contract.

7-C Concrete Barriers (Alternate Bid Item 3)

The Contractor shall furnish and install concrete barriers along the northern, eastern, and western limits of the Contractor's Work Area as shown in Figure C-2 of Appendix A. The southern boundary of the Contractor's Work Area extends along the northern side of the salt storage shed. No concrete barriers are required along the southern limits of the Contractor's Work Area. The concrete barriers shall be pre-cast barriers, 3 meters in length and shall be subject to the approval of the Municipality. The concrete barriers shall be constructed in accordance with the Massachusetts DOT-Highway standard specifications.

7-D Perimeter Access Road (Alternate Bid Item 3)

The Contractor shall construct a perimeter access road outside concrete barriers delineating the boundaries of the Contractor's Work Area as shown in Figure C-2 of Appendix A. The perimeter access road shall extend along the northern, eastern, and western limits of the Contractor's Work Area. The road shall be 10-foot wide edge to edge and constructed of the existing fill on-site suitable for driving 4WD passenger trucks. The Municipality shall provide additional fill materials for the road construction if needed for filling depressions. The road should be sloped (1%) to drain towards the Contractor's Work Area and away from the Wetland Resource Area. The developed area between the outer edge of the perimeter road and the existing vegetation shall be loamed, seeded, and landscaped in accordance with Section 7-E. For the duration of this Contract, the Contractor shall maintain the road conditions as outlined in this paragraph, including trimming encroaching vegetation, and maintaining road widths and slopes.

7-E Loam and Seed (Alternate Bid Item 3)

The Contractor shall loam and seed the area between the outer edge of the perimeter road and the existing vegetation as shown on the proposed site plan. Loam shall be:

1. Friable loam, typical of fertile local topsoil; free-from pure clay, weeds, noxious weed seeds, sod, clods and stones larger than 1 inch, toxic substances, litter, or other deleterious material; having a mildly alkaline to medium acid pH between 6.0 and 7.5. Soluble salts shall not exceed 4 millimhos per centimeter.
2. Soil Texture: 20 to 40% fines (silt and clay fraction passing the 200 sieve) and 60 to 80% Sand and gravel. The maximum particle size shall be 1-inch.
3. Organic Content: 5 to 10%

Loam shall be placed after scarifying compacted subgrade to a 2-inch depth to bond topsoil to subsoil. Place topsoil to a minimum depth of 4 inches outside perimeter access road as shown on the proposed site plan. Spread evenly and grade to existing elevations and slopes. Hand rake areas inaccessible to machine grading. Loam can be made from on-site compost and clean fill materials and supplemented with off-site loam as needed. Loamed areas shall be seeded with New England Salt Tolerant Grass Mix. Seed shall be applied in accordance with supplier recommendations. Contractor shall submit proposed seed mix and methods of application for review/approval by the Municipality.

7-F Final Acceptance

The Contractor shall notify the Municipality of the completion of site restoration activities and request inspection for compliance with the terms of the Contract. The Contractor shall not begin receiving or processing materials until receiving approval from the Municipality. Materials processing can be conducted prior to seeding of loamed areas due to potential seasonal requirements for the seeding. If deemed necessary by the Municipality or Contractor, loamed areas shall be stabilized with salt marsh hay spread by hand until seeding can be completed. The area restored by the Contractor between the outer edge of the perimeter road and the existing vegetation as shown on the proposed site plan shall be maintained by the Contractor for the duration of the Contract. This will include reseeding, erosion repairs, etc., as necessary.

Section 8 Clean Fill (Alternate Bid Item 5)

8-A Receiving

The Municipality currently accepts clean fill materials at the DPW yard. The clean fill materials are generated from various residential and municipal projects within the Municipality and are separate from

the type of fill described in Section 9 (Asphalt, Brick and Concrete mixed with soil aggregate from roadway and utility repairs). Municipality-generated clean fill material is currently delivered to the DPW yard where it is stockpiled for re-use.

Under the terms of this contract, the Municipality will provide the municipally-generated clean fill materials to the Contractor's Work Area for processing and subsequent use in creating loam from compost and clean fill. This is fill material not brought in separately by the Contractor, for use in mixing with processed compost to creating loam. The municipal and contractor's sources of clean fill should be separate and the information (source location, quantity, etc.) should be recorded in accordance with Section 3-C and as described in the Contractor's O&M Plan (Section 3-F).

The Contractor shall be responsible for the quality control of the clean fill materials brought on site for their processing operations. Materials from unknown sources or containing oil and/or hazardous materials shall not be accepted.

8-B Processing

The Contractor shall be responsible for processing (e.g. screening) of the clean fill materials provided by the Municipality. The clean fill materials shall supplement those materials brought on-site by the Contractor for their production of loam. All Clean Fill materials shall be screened prior to being blended with compost material.

If Asphalt/Brick/Concrete (ABC) is generated from the screening of clean fill materials provided by the Municipality, that quantity should be transferred to the Contractor's or Municipality's ABC stockpile and recorded/handled as described in Section 9.

Solid waste and unsuitable materials generated during processing operations of the Municipality-provided Clean Fill shall be stockpiled in a location assigned by the Contractor for that purpose. The Contractor shall be responsible for the removal of the solid waste. The Contractor shall be responsible for transporting and disposing of the accumulated solid waste materials generated from fill the Municipality provided to the solid waste collection area within the DPW yard.

Solid waste and unsuitable materials generated from the Contractor's processing of fill material brought on-site by the Contractor shall be kept separate from other stockpiles of solid waste and shall be responsibility of the Contractor (i.e., Contractor's cost) to remove and dispose of off-site within 60 days of its generation.

8-C Distribution

The Contractor shall be responsible for removing all screened clean fill materials from the site which is not subsequently used for the production of loam on a timely basis to allow for continuous materials processing operations throughout the year.

Section 9 Asphalt/Brick Concrete (Alternate Bid Item 6)

9-A Receiving

The Municipality generates Asphalt/Brick/Concrete (ABC) from DPW-managed roadwork and utility-related repairs/replacements. These materials are received mixed with soil aggregate. Under the terms of this contract, the Municipality will stockpile the ABC material mixed with soil aggregate in a location designated by the Contractor. Those quantities should be recorded by the Contractor in accordance with Section 3-C and as described in the Contractor's O&M Plan (Section 3-F).

9-B Processing

The stockpiled asphalt/brick/concrete and soil aggregate shall be crushed in accordance with the conditions outlined in Appendix C. The Contractor shall stockpile the crushed materials and notify the Municipality of their availability for transport outside of the Contractor's Work Area. The Contractor shall record the quantity of crushed materials after each crushing operation is complete to the Municipality as described in Section 3-D and 4-F. Solid waste/coated material generated from this operation shall be the responsibility of the Contractor. The Contractor shall be responsible for transporting and disposing of the accumulated solid waste materials generated at a licensed disposal facility.

9-C Distribution

The Contractor shall be responsible for ensuring that all processed ABC material is removed from the Contractor's yard on a timely basis to allow for continuous materials processing throughout the year. The Contractor shall record the volume/destination/intended reuse of the processed ABC material as it is being shipped off-site as described in Sections 3-D and 4-F.

Section 10 Street Sweepings (Alternate Bid Item 7)

10-A Receiving

The Municipality conducts street sweeping operations throughout the year, with the majority of street sweeping occurring twice a year over two 6- to 8-week periods (April/May and mid-October/mid-December). The collected street sweepings are currently brought back to the DPW Yard for dewatering, stockpiling, screening and re-use (if applicable), and disposal.

Under this Section, the Municipality will coordinate the delivery of street sweepings generated from non-urban areas and urban areas to locations designated by the Contractor within the Contractor's Work Area for processing. As the use of each of these types (urban/non-urban) of street sweepings have different allowable uses under the Massachusetts DEP policies (see Appendix E), the Contractor shall designate two separate stockpile locations within the Contractor's Work Area for each type.

10-B Processing

Upon delivery of the Street Sweepings to the Contractor's Work Area, the Contractor shall screen the street sweepings to remove solid waste and unsuitable materials. Unless further processed under Section 12, the Contractor shall process the screened street sweepings in accordance with DEP policy (e.g., blend with compost to make restricted use loam). The Contractor shall record the quantity of street sweepings screened on a daily basis and report the quantities of street sweepings processed on a weekly basis to the Municipality as described in Sections 3-D and 4-F.

The solid waste and unsuitable materials generated by the street sweepings processing operations shall be stockpiled in a location assigned by the Contractor for that purpose. The Contractor shall be responsible for the removal of the solid waste generated. The Contractor shall be responsible for transporting and disposing of the solid waste materials at a licensed disposal facility. Materials designated for solid waste disposal should not be allowed to accumulate for longer than 60 days.

10-C Distribution

Unless further processed under Section 12, the Contractor shall be responsible for ensuring that all processed street sweepings are removed off-site from the Contractor's Work Area on a timely basis to allow for continuous materials processing throughout the year. The Contractor shall record the volume/destination/intended reuse of the processed street sweepings as it is being shipped off-site as described in Sections 3-D and 4-F. The Contractor shall ensure that off-site reuse of the processed Street Sweepings is in accordance with DEP policy (see Appendix E).

Section 11 Catch Basin Cleanings (Alternate Bid Item 8)

11-A Receiving

The Municipality conducts catch basin cleanings throughout the year. The collected catch basin cleanings are brought back to the DPW Yard for dewatering, stockpiling, re-use (if applicable), or disposal. The Municipality will coordinate the delivery of catch basin cleanings to a location designated by the Contractor within the Contractor's Work Area for stockpiling.

11-B Processing

Upon delivery of the Catch Basin Cleanings to the Contractor's Work Area, the Contractor shall reuse/dispose of the stockpiled catch basin cleanings in accordance with Massachusetts Department of Environmental Protection regulations/policies (Appendix E).

The solid waste and unsuitable materials generated by the street sweepings processing operations shall be stockpiled in a location assigned by the Contractor for that purpose. The Contractor shall be responsible for the removal of the solid waste generated. The Contractor shall be responsible for transporting and disposing of the solid waste materials at a licensed disposal facility. Materials designated for solid waste disposal should not be allowed to accumulate for longer than 60 days.

11-C Distribution

The Contractor shall be responsible for ensuring that all catch basin cleanings are removed off-site from the Contractor's Work Area on a timely basis to allow for continuous materials processing throughout the year. The Contractor shall record the volume/destination/intended reuse of the catch basin cleanings as it is being shipped off-site as described in Sections 3-D and 4-F. The Contractor shall ensure that off-site reuse of the catch basin cleanings is in accordance with DEP policy (see Appendix E).

Section 12 Crushed Materials/Screened Street Sweepings Blending (Alternate Bid Item 9)

12-A Processing

Under Sections 9 and 10, the Contractor generates crushed materials and screened street sweepings, respectively. Under Section 12, the Contractor will blend these two previously processed material streams at a ratio necessary to meet requirements for processed gravel for subbase (MHD spec M1.03.1) and shall conform to the following gradation requirements:

Sieve	Percent Passing
75 mm	100
37.5 mm	70-100
19 mm	50-85
4.75 mm	30-60
75 µm	0-10

Following the blending operation, the Contractor will submit one composite sample per 500 cubic yards for sieve analysis to an off-site geotechnical laboratory to confirm conformance with MHD spec M1.03.1. The lab results will be provided to the Municipality to demonstrate conformance with the spec. In the event the blended material with Street Sweepings fails to meet the MHD spec, Contractor shall provide suitable admixture(s) to blend with material from Section 9 in order to meet the MHD spec. A portion of the final blended product shall be provided to the Municipality as outlined in paragraph 12-B.

12-B Distribution

The Contractor shall be responsible for ensuring that all blended material is removed from the Contractor's yard on a timely basis to allow for continuous materials processing throughout the year. The Contractor shall turn over a total of 4,000 cubic yards of blended material to the Municipality each year for their use. The Municipality shall coordinate the provision of this material with the Contractor as needed. The Contractor shall record the volume/destination of the blended material as it is being shipped off-site.

Section 13 Solid Waste Disposal

Under this Section and as detailed in the Contractor's O&M Plan (Section 3-F), the Contractor would be responsible for transport/off-site disposal of solid waste generated from activities related to Sections 4 through 11 to a licensed solid waste disposal facility with the exception of those materials excluded from the Contractor's contract with the Municipality. The Contractor will designate a specific location within the Contractor's Work Area for the temporary stockpiling of solid waste materials derived from the processing of those materials included within their contract with the Municipality.

Any material imported separately by the Contractor which, through processing, generates solid waste requiring transport/off-site disposal, that solid waste shall be stockpiled separately and transported/disposed off-site at the Contractor's cost.

Section 14 Payments to/from Contractor and the Contract Sum

14-A Compensation to be Paid to Contractor

Once the Contract has been awarded to a Contractor, the Municipality will pay, and the Contractor will accept, in full consideration for the performance of the Contractor's obligations, the amounts set forth in the Contract shall be made monthly and shall be invoiced by the Contractor to the Municipality in arrears, but no later than ten (10) business days after the last day of each calendar month. The Municipality will make all payments due to the Contractor under the terms of the Contract within forty five (45) days of receiving a complete and accurate invoice from the Contractor. The Contractor shall be obligated to process materials only as defined in this Invitation To Bid. For unit items, billing shall only be for the quantities of each material processed during that month.

14-B Delayed Payment to Contractor and Disputes

In the event of any dispute as to any portion of any monthly or other bill, the Municipality shall give written notice of the disputed portion to the Contractor. Such notice shall identify the disputed portion of the bill, state the amount in dispute and set forth the grounds on which such dispute is based. No Municipal Event of Default shall result from a failure to pay or late payment during any dispute. The Contractor shall give consideration to such dispute and shall advise the Municipality with regard to its position relative thereto within twenty (20) days following receipt of such written notice. Upon final determination (whether by agreement, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be added to or subtracted from the statement next submitted to the Municipality after such determination.

14-C Option to Review Contract

The parties agree to review the contract after 12 months to evaluate any changes in the method of receiving, processing or distribution of yard materials that may have occurred. Should any substantial changes occur under the Contract, the parties agree to enter good faith negotiations to address such changes. For purposes of this Invitation to Bid, "substantial change" warranting negotiations under this provision shall be defined as any change in circumstances, market conditions, or any other change from the initial agreement of the parties that would impact the Contractor's ability to perform the services under the actual Contract upon its present terms; or that would increase the cost to the Municipality for services under the Contract by more than 5-10%, that would place a Municipality in the position of having to budget more than anticipated in a given year for those services. The Municipality reserves the right to review the contract after twelve months, and then every two years.

14-D Option to Extend Contract

The Municipality may choose to renegotiate to extend the term or conditions of this contract.

Section 15 Insurance

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect the work covered by this Contract, and the Municipality and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operation under this Contract. The Contractor covenants and agrees to hold each Municipality and its employees, agents and officials harmless from and against any and all loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract. The Contractor shall be required to provide proof of insurance following receipt of the Notice of Award.

Except as otherwise stated, the amounts of such insurance shall be not less than:

- (A) For liability for bodily injury, including accidental death:
 - \$1,000,000 for any one person and
 - \$1,000,000 on account of one occurrence and
 - \$3,000,000 aggregate limit

- (B) For liability for property damage:
 - \$1,000,000 on account of anyone occurrence and

\$3,000,000 aggregate limit
Extraterritorial clause shall be included.

1. Workers' compensation insurance:
-as required by the General Laws of the Commonwealth of Massachusetts.
2. Bodily injury premise-operation, contractor's protective and completed operations public liability insurance:
-in the amounts required in (A) above.
3. Property damage premises-operations, contractor's protective and completed operations public liability insurance:
-in the amounts required in (B) above.
4. Bodily injury liability insurance covering the operation of all motor vehicles owned by the contractor and vehicles not owned by the contractor, while such vehicles are being operated in connection with the prosecution of the work under this contract:
-in the amounts required in (A) above.
5. Property damage liability insurance covering the operation of all motor vehicles owned by the contractor and vehicles not owned by the contractor while such vehicles are being operated in connection with prosecution of the work under this contract:
-in the amounts required in (B) above.
6. Contractual liability insurance covering the liability assumed by the contractor:
-in the amounts required under (A) and (B) above.
7. Owner's protective insurance secured by the contractor in behalf of the Municipality which will directly protect the municipality and/or its employees, agents and officers from liability for bodily injuries, including accident death:
-in the amounts required in (A) above and for property damage:
-in the amounts required in (B) above.

All policies shall be so written that the Municipality will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Municipality before operations are begun. The certificate will name the Municipality as additional insured. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Municipality or its officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this Contract. The certificate of insurance shall be delivered to the Municipality at least fifty (50) days prior to July 1 of each year that this Contract is in force and effect. Failure to provide insurance requirements shall be cause to terminate this Contract.

All insurance required by this contract shall be obtained from insurance companies that are duly licensed or authorized in the Commonwealth of Massachusetts to issue insurance policies for the limits and coverages so required.

Section 16 Other Conditions

16-A Not to Assign or Subcontract

The Contractor shall give his personal attention constantly to the faithful performance of the work, shall keep the same under his personal control and shall not assign, by power of attorney or otherwise, nor subcontract the work or any part thereof, without the previous written consent of the Municipality, and shall not, either legally or equitably, assign any of the moneys payable under this Contract, or his claim thereto, unless, by and with the like consent of the Municipality.

16-B Payment Bond

A payment bond in an amount equal to 50 percent of the total amount of the contract with a surety company qualified to do business in the Commonwealth of Massachusetts will be required for the labor and materials bond.

16-C Changes in the Contract

The Contractor shall do the work in the manner set forth in this Contract, except that the Municipality, by order in writing given to the Contractor, may make any reasonable order respecting a change (increase or removal) of any part of the work or the furnishing of extra trucks or labor relating thereto, and the Contractor shall conform to such orders within a reasonable time.

Note: If requested by the Municipality, the Contractor will amend the Contract to include up to five (5) additional working days so that the Contract expires on the last day of the normal work week.

16-D Contract Compliance

It is understood and agreed that because the public health and convenience of the Municipality are involved in the performance of the Contract, performance reasonably satisfactory to the Municipality includes meticulous attention to every detail in the Contract and Specifications and that a high standard of work is justified.

16-E Force Majeure

"Force Majeure" means any event or condition having a material adverse effect upon the Contractor's or a Municipality's ability to perform pursuant to the Contract if such event or condition is beyond the reasonable control and not the result of willful or negligent action or lack of reasonable diligence of the parties relying thereon as justification for not performing any obligation or complying with any condition required of such party under this Contract. "Force Majeure" events or conditions may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of government or regulatory authorities, and acts of terrorism which affect, impact or impede the Contractor's or the Municipality's operations.

In the event of a Force Majeure, the nonperforming party shall not be deemed to have violated its obligations under the Contract and the time for performance of any obligation shall be extended by a period of time reasonably necessary to overcome the adverse effects of the Force Majeure event or condition. This provision shall not relieve the non-performing party from using all reasonable efforts to overcome or remove such Force Majeure event as soon as legally possible, or from providing prompt notice to the other party of the Force Majeure event or condition. Such notice shall disclose the nature of the Force Majeure event or condition and the estimated length of delay.

16-F Labor Disputes

In the event of nonperformance of the Contractor due to labor disputes for a period of more than five (5) working days, the Municipality shall have the right to perform the services, or temporarily procure services of other contractors. The Contractor shall reimburse the Municipality for all costs associated with procuring such temporary collection services until such time as the labor dispute is resolved and the Contractor resumes the regular schedule.

16-G Termination for Improper Performance/Events of and Remedies for Default

The Municipality reserves the right to terminate this contract at any time, upon ten days written notice to the Contractor, for the Contractor's failure to cure a breach of the obligations and duties under this Contract within the timeframes stated below or for the contractor's failure to perform his duties and obligations under this contract in a manner satisfactory to the Municipality.

1. Contractor Events of Default

- a. Failure of the Contractor to perform any of its obligations, covenants or agreements under this Contract and the continuance of such failure for fifteen (15) days after written notice

thereof from the Municipality to the Contractor; provided, however, that if such default is not susceptible to cure within such fifteen (15) days and if the Contractor commences diligently to cure such default promptly after receipt of notice thereof from the Municipality, such period of fifteen (15) days shall be extended to a period of time necessary to cure such default with all due diligence, but in no event shall such period exceed a total of one hundred eighty (180) days.

- b. The Contractor becomes insolvent; however such insolvency may be evidenced; or makes an assignment for the benefit of creditors; or is adjudicated a bankrupt; or admits in writing its inability generally to pay its debts as they become due.
- c. A trustee, custodian or receiver of the Contractor's business, or any substantial portion of the Contractor's assets, is appointed by or at the behest of the Contractor, or, if appointed in a proceeding brought against the Contractor, the Contractor approves of, consents to, or acquiesces in such appointments or such trustee or receiver is not discharged within ninety (90) days.
- d. Any proceedings involving the Contractor are commenced by or against the Contractor under any bankruptcy or reorganization, arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, or, if such proceedings are instituted against the Contractor, the Contractor approves of, consents to, or acquiesces in such proceedings or such proceedings are not dismissed within ninety (90) days.
- e. Any representation or warranty made by the Contractor is not true in any material respect as of the date of the issuance or making thereof as contained in this Contract, the bid for this Contract, or any other document or instrument executed in connection herewith.
- f. The death, dissolution or termination of existence of the Contractor.

2. Municipal Events of Default

Failure of the Municipality to pay any sums due the Contractor hereunder within forty five (45) days after receiving an invoice for payments due from the Contractor, and the continuance of such failure for fifteen (15) days after written notice thereof from the Contractor to the Municipality; provided, however, that if the Municipality notifies the Contractor of a dispute as to any sums pursuant to Section 14-B of this Contract within such fifteen (15) days after written notice by the Contractor to the Municipality of such nonpayment, no Event of Default shall occur until a final determination of the correct amount pursuant to the provision of said Section 14-B and the failure of the Municipality to pay such correct amount within thirty (30) days after receiving the statement next submitted to the Municipality after such determination.

3. Remedies for Contractor Events of Default

Upon any Contractor Event of Default, the impacted Municipality may, in addition to and not in derogation of any other right or remedy available to it under this Contract, at law or in equity (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Contractor. At any time following a Contractor Event of Default, the Municipality may (but shall not be obligated to) cure any default by the Contractor hereunder, and all costs and expenses incurred by the Municipality, including attorneys' fees and expenses, incurring a default shall be paid by the Contractor to the Municipality on demand.

4. Remedies for Municipality's Events of Default

Upon any Municipal Event of Default, the Contractor may, in addition to and not in derogation of the right to sue the Municipality for such sums actually due hereunder (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Municipality. In no event shall the Municipality be liable for any indirect, special or consequential damages.

16-G Municipality's Liability

The Municipality's liability under this Contract shall be limited to the payments due hereunder. In no event shall the Municipality be liable for any additional amounts, including without limitation, any indirect, special or consequential damages. No officer, board, employee, agent, official or resident of the Municipality shall ever be personally liable under this Contract and the Contractor shall look solely to the Municipality in pursuit of its remedies upon any Municipal Event of Default hereunder.

16-H Protection Against Liability

The Contractor acknowledges and agrees that he is responsible as an independent Contractor for all operations under this Contract and for all acts of employees and agents hereunder, and agrees that he will indemnify, exonerate and hold harmless the Municipality and its officers, boards, employees, agents and officials from and against any and all loss, damage, cost, charge, expense and claim, which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Contractor or any of their agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorneys' fees and expenses. If any such claim is made, the impacted Municipality may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect it completely against such claim, costs and expenses. In any event that the Municipality shall be sued or become subject to administrative action because the Contractor has failed to properly transport, process or dispose of the Municipality's trash or recyclable material, full restitution will be made to the Municipality for all expenses, fees, fines or other costs or charges incurred.

16-I Licenses and Permits

The Contractor shall obtain and pay for all licenses and permits necessary for collecting, transporting and marketing compost, loam, clean fill, and wood chips.

16-J Laws and Regulations

This Contract shall be considered to incorporate by reference all applicable Federal, State and Local laws and rules and regulations of all authorities having jurisdiction over collection, transportation and disposal of solid waste and recyclable material, as though such provisions were set forth in full therein. The Contractor shall keep fully informed of all Federal, State and Local laws, and municipal ordinances, bylaws and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same.

If any discrepancy or inconsistency is discovered in the Contract for this work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Municipality in writing. The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and shall protect and indemnify the Municipality, its officers, agents, boards and employees, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, by the Contractor, his agents or employees. Any additional cost caused by noncompliance to any applicable law or regulation shall be borne solely by the Contractor.

16-K Prevailing Wage Rates

In accordance with MGL, Chapter 149, Section twenty-seven (27), the wage rates for workers under this Contract are to be paid at the rates established by the Commissioner of the Massachusetts Department of Labor and Industries (Appendix D). The Contractor shall provide the Municipality with certified weekly payroll information for all employees working within the Municipality. This shall include regular drivers and laborers, as well as temporary and day laborers. The information shall be provided to the Municipality at the end of each month.

Section 17 Liquidated Damages

In addition to all of its other rights and remedies under the Contract, at law or in equity, the Municipality shall be entitled to assess liquidated damages against the Contractor for its failure to perform the specified obligations described within this Invitation to Bid, prior to the occurrence of a Contractor Event

of Default hereunder. The Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by the Municipality in the event the Contractor defaults on any of the following specified obligations. The Municipality shall have the right to withhold the amount of liquidated damages assessed from any payment owed to the Contractor as a credit or set-off from the monthly invoice. Any consent or permission by the Municipality to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by the Municipality of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise operate to permit the same or similar acts or omissions except as to the specific instance. The failure of the Municipality to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Contract shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The failure of the Municipality to assess liquidated damages shall not be deemed to have been a waiver by the Municipality of any such violation or of any of the Municipality's remedies on account thereof, including its right of termination of this Contract for such default.

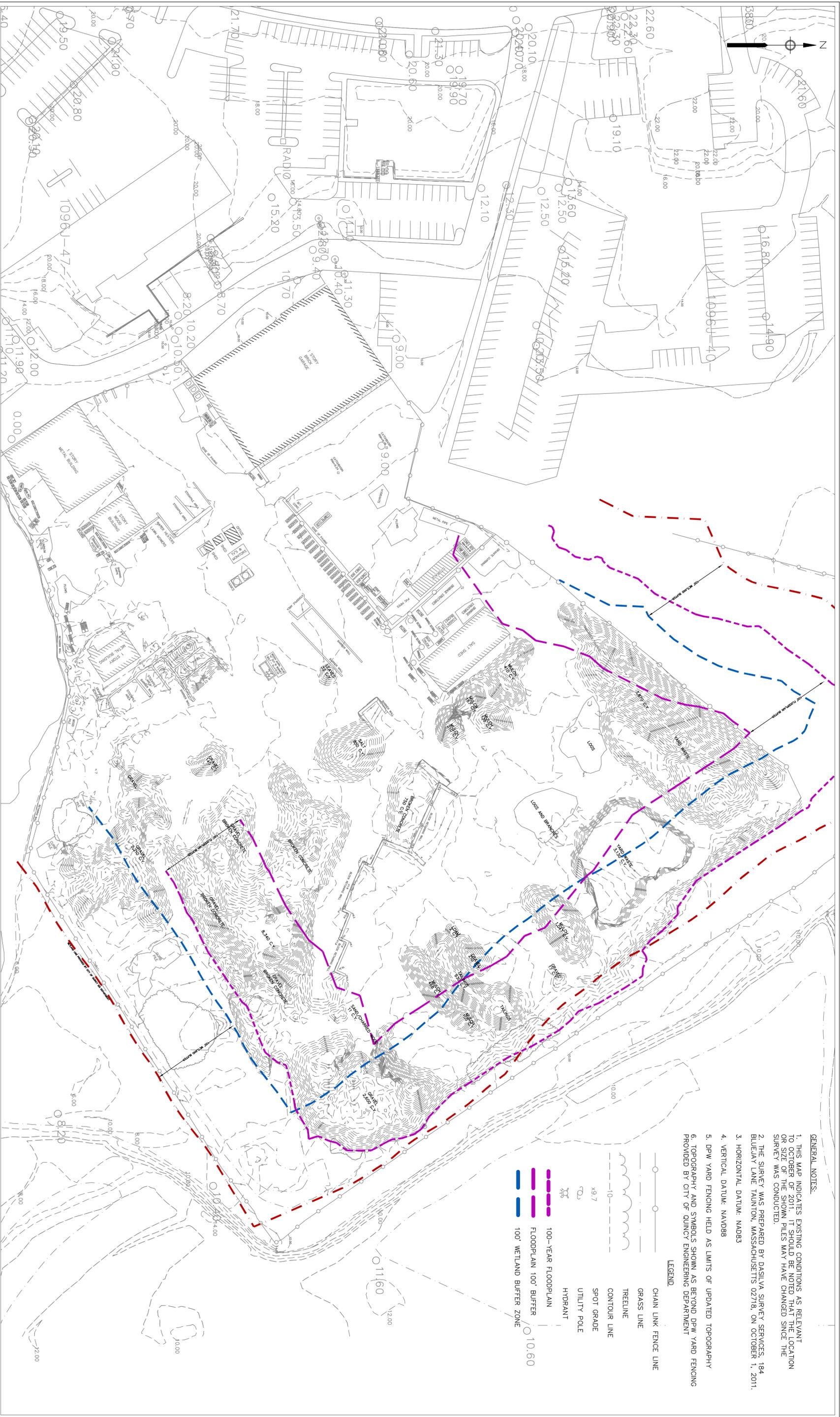
Liquidated Damages

Failure to maintain adequate/accurate records (Section 4-F)	\$200/occurrence
Failure to comply with approved O&M Manual (Section 3-F)	\$200/occurrence
Failure to maintain operations within western, northern and eastern Contractor Work Area boundaries (Section 7-A)	\$500/occurrence
Improper disposal of solid waste	\$10,000/occurrence
Improper reuse/disposal of street sweepings (Section 10)	\$5,000/occurrence
Improper reuse/disposal of catch basin cleanings (Section 11)	\$5,000/occurrence
Crushing ABC material not in accordance with Appendix C requirements (Section 9)	\$2,000/occurrence
Improper maintenance of perimeter access road (Section 7-D)	\$1,000/occurrence
Improper maintenance of restored area between the outer edge of the perimeter road and the existing vegetation (Section 7-F)	\$1,000/occurrence

All liquidated damages may be deducted by the Municipality from any payment then or thereafter due to the Contractor.

Appendix A

Site Plans



GENERAL NOTES:

1. THIS MAP INDICATES EXISTING CONDITIONS AS RELEVANT TO OCTOBER OF 2011. IT SHOULD BE NOTED THAT THE LOCATION OR SIZE OF THE SHOWN PILES MAY HAVE CHANGED SINCE THE SURVEY WAS CONDUCTED.
2. THE SURVEY WAS PREPARED BY DASILVA SURVEY SERVICES, 184 BLUEJAY LANE TAUNTON, MASSACHUSETTS 02718, ON OCTOBER 1, 2011.
3. HORIZONTAL DATUM: NAD83
4. VERTICAL DATUM: NAVD88
5. DPW YARD FENCING HELD AS LIMITS OF UPDATED TOPOGRAPHY
6. TOPOGRAPHY AND SYMBOLS SHOWN AS BEYOND DPW YARD FENCING PROVIDED BY CITY OF QUINCY ENGINEERING DEPARTMENT

LEGEND

- CHAIN LINK FENCE LINE
- GRASS LINE
- TREELINE
- CONTOUR LINE
- SPOT GRADE
- UTILITY POLE
- HYDRANT
- 100-YEAR FLOODPLAIN
- FLOODPLAIN 100' BUFFER
- 100' WETLAND BUFFER ZONE



Environmental Partners

A Partnership for engineering solutions.

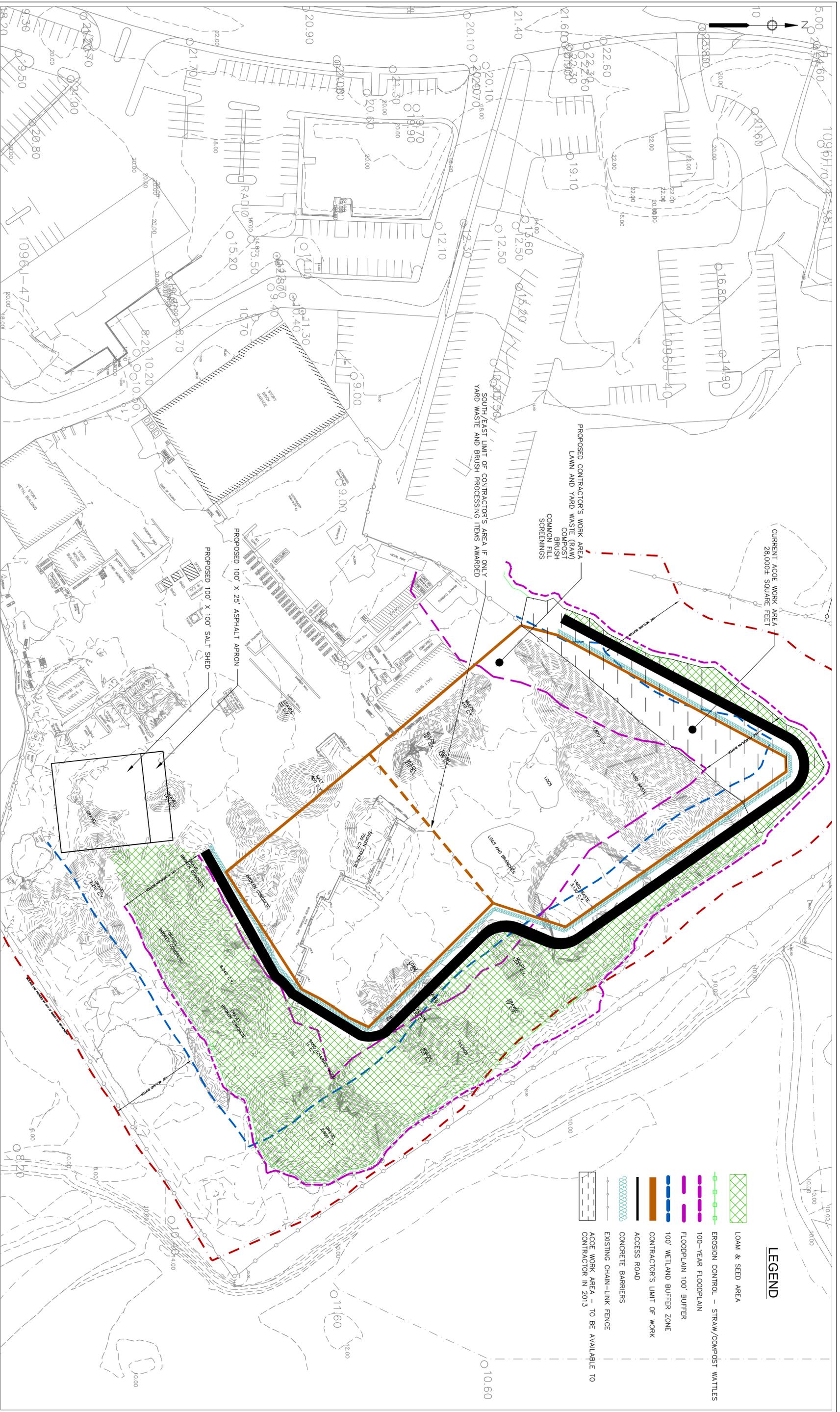


MARK	DATE	DESCRIPTION	Scale	1" = 50'
			Date	10/27/2011
			Job No.	131-1101
			Designed by	EAK
			Drawn by	EAK
			Checked by	CCF
			Approved by	CCF

DPW YARD MATERIALS
PROCESSING CONTRACT
CITY OF QUINCY, MA
EXISTING CONDITIONS PLAN

FOR RFP
Sheet No.
C-1

THIS LINE IS ONE INCH LONG WHEN PLOTTED AT FULL SCALE ON A 22" X 34" DRAWING



LEGEND

	LOAM & SEED AREA
	EROSION CONTROL - STRAW/COMPOST WATTLES
	100-YEAR FLOODPLAIN
	FLOODPLAIN 100' BUFFER
	100' WETLAND BUFFER ZONE
	CONTRACTOR'S LIMIT OF WORK
	ACCESS ROAD
	CONCRETE BARRIERS
	EXISTING CHAIN-LINK FENCE
	ACOE WORK AREA - TO BE AVAILABLE TO CONTRACTOR IN 2013

Environmental Partners
 A Partnership for engineering solutions.
 GROUP

MARK	DATE	DESCRIPTION

Scale	1" = 50'
Date	5/4/2012
Job No.	131-1101
Designed by	EAK
Drawn by	EAK
Checked by	CCF
Approved by	CCF

DPW YARD MATERIALS
 PROCESSING CONTRACT
 CITY OF QUINCY, MA
 PROPOSED CONDITIONS PLAN

Appendix B

Order of Conditions

From:

08/25/2004 11:22 #437 P.002/014

310 CMR 10.99

Form 5



Commonwealth of Massachusetts

CITY OF QUINCY

90 JUN 18 AM 11:12

OFFICE OF THE COMMISSIONER OF PUBLIC WORKS

DEQE File No.

59-349

(To be provided by DEQE)

City/Town QUINCY

Applicant City of Quincy Public works Department

Order of Conditions Massachusetts Wetlands Protection Act G.L. c. 131, §40

From Quincy Conservation Commission

To David A. Colton, Commissioner City of Quincy/Public Works Department (Name of Applicant) (Name of property owner)

Address 55 Sea Street Quincy, MA 02169 Address 55 Sea Street Quincy, MA 02169

This Order is issued and delivered as follows:

- by hand delivery to applicant or representative on (date)
by certified mail, return receipt requested on June 15, 1990 (date)

This project is located at Rear of 55 Sea Street, Quincy, MA 02169

The property is recorded at the Registry of Deeds, Norfolk

Book 4442 Page 614 1968 (Order #311 7/19/71 - 4757/618)

Certificate (if registered)

The Notice of Intent for this project was filed on May 5, 1990 (date)

The public hearing was closed on May 22, 1990 (date)

Findings

The Quincy Conservation Commission has reviewed the above-referenced Notice of Intent and plans and has held a public hearing on the project. Based on the information available to the Quincy Conservation Comm at this time, the Quincy Conservation Comm has determined that the area on which the proposed work is to be done is significant to the following interests in accordance with the Presumptions of Significance set forth in the regulations for each Area Subject to Protection Under the Act (check as appropriate):

- Public water supply, Private water supply, Ground water supply, Flood control, Storm damage prevention, Prevention of pollution, Land containing shellfish, Fisheries, Protection of wildlife habitat

Filing Fee \$ Exempt Refund Due \$

Therefore, the Quincy Conservation Commission hereby finds that the following conditions are necessary, in accordance with the Performance Standards set forth in the regulations, to protect those interests checked above. The Quincy Conservation Commission orders that all work shall be performed in accordance with said conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications or other proposals submitted with the Notice of Intent, the conditions shall control.

General Conditions

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. This Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state or local statutes, ordinances, by-laws or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - (a) the work is a maintenance dredging project as provided for in the Act; or
 - (b) the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance and both that date and the special circumstances warranting the extended time period are set forth in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. Any fill used in connection with this project shall be clean fill, containing no trash, refuse, rubbish or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles or parts of any of the foregoing.
7. No work shall be undertaken until all administrative appeal periods from this Order have elapsed or, if such an appeal has been filed, until all proceedings before the Department have been completed.
8. No work shall be undertaken until the Final Order has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is to be done. The recording information shall be submitted to the Quincy Conservation Comm. on the form at the end of this Order prior to commencement of the work.
9. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words, "Massachusetts Department of Environmental Quality Engineering,
File Number 59-349
10. Where the Department of Environmental Quality Engineering is requested to make a determination and to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before the Department.
11. Upon completion of the work described herein, the applicant shall forthwith request in writing that a Certificate of Compliance be issued stating that the work has been satisfactorily completed.
12. The work shall conform to the following plans and special conditions:

Plans:

Title	Dated	Signed and Stamped by:	On File with:

Special Conditions (Use additional paper if necessary)

13. This Order of Conditions refers to the Notice of Intent and plans filed by David A. Colton, Commissioner, for the City of Quincy Public Works Department for the improvement of the Department of Public Works Yard on 7.4 acres, including regrading of yard areas, sectionalization of storage/work areas to improve flow and operations; Clean up of unwanted shacks and waste; providing a pilot leaf compost area; and relocation of waste dumpsters.
14. No stock piling of material other than permitted composting material shall occur within 100'0" Buffer Zone of the Flood Plain, ~~nor in the Flood Plain~~ itself.
15. No dumping or stock piling of street sweepings or catch basin cleanings, temporary or permanent, shall occur in the Flood Plain Zone, within the 100'0" Buffer Zone or where there is any other wetland, or wetlands vegetation, or within the 100'0" Buffer Zone of any wetlands or wetlands vegetation. Material of the type described above currently in any of these areas must be removed off-site within 60 days of receipt of this Order of Conditions to an appropriate destination in an appropriate manner. Per request by the Conservation Commission, written documentation of removal and destination shall be provided. Current dumping shall cease within 7 days of receipt of this Order of Conditions.
16. Any stockpiling of material within 100'0" of the outer edge of the 100'0" Buffer Zone (either for Flood Plain, or wetland/wetlands vegetation) shall be done in such a manner as to prevent erosion of material or jugitive dust from migrating into any resource areas - Land Subject to Flooding or wetlands/wetlands vegetation, etc. - by protective measures. Minimum protective measures are as follows:
(Over - Continued)

(Leave Space Blank)

Special Conditions (Continued)

-1-

tarping, held securely in place, under and over material; haybales at the base of the stock piles on the "resource areas" sides.

17. Any fill used in building access ways shall consist of gravel, with no material not acceptable to the Conservation Commission as stated in Condition #6 ~~concrete and asphalt in any form~~ are also prohibited. Access ways must be stabilized to prevent erosion and/or sedimentation of fugitive material into any wetlands. If the Conservation Commission finds at a later date that these access ways are impacting any flood plain or wetlands, through drainage changes, erosion, etc. the Commission reserves the right, after a formal public hearing, to revoke the permit for this portion of the project, and/or to request redesign of these access ways.
18. As specified in the Notice of Intent, all access ways shall remain unpaved and of an acceptable material.
19. All dumpsters shall be covered while not specifically in use. The dumpsters and the areas around the dumpsters shall be checked daily, and kept free from debris. Set up of these dumpsters, if in the Flood Plain Zone, must be done in such a way as to encourage the free flow of water - runoff and otherwise - around and under the dumpsters, and so as not to impede percolation of water runoff and other wise - into the soil. No dumpsters may be placed within 100'0" of phragmites, or any other wetlands vegetation.
20. The Broad Meadows reserve is under the protection of the Quincy Conservation Commission. No part of this project shall occur within 100'0" of any boundary of this Broad Meadows reserve, as shown on the attached document, "Broad Meadows Agreement". As stated in the Notice of Intent and subsequent Public Hearing, appropriate erosion and sedimentation control measures shall be in place along the borders of the composting area that abut wetlands, prior to implementation of the leaf composting project, so as to protect the Broad Meadows reserve from migration of any of these materials.
21. The Conservation Commission shall be requested in writing to make an inspection for a Partial Certificate of Compliance of the first Phase of the project, the "clean up and removal" phase, prior to any activity for or relating to the start of the leaf - composting project.
22. The City of Quincy Public Works Department, shall prior to commencement of work, stake the limits as set forth in the Broad Meadows Agreement. Prior commencement of the project, the Applicant shall submit at a regular meeting, to demonstrate that the deeded Broad Meadows conservation land is not being encroached upon by this project, an overlay map of the back yard and Broad Meadows land.
23. No vehicle that has access to any part of the project in the Flood Plain or wetlands shall be left standing or running in that area, beyond the time that is necessary for the appropriate use of the vehicle in that area. No vehicle or any type of construction equipment shall be stored in the Flood Plain or wetlands, unless the current existing garaging for that vehicle occurs in the Flood Plain. No storage of any vehicle or construction equipment shall occur in wetlands/wetlands vegetation.
24. All dumping that has occurred by the City of Quincy, or others, on this City of Quincy land, or land of the Broad Meadows reserve, within 50'0" of this City of

Special Conditions (Continued)

-2-

Quincy boundary shall be removed, offsite to an appropriate location in a proper manner, prior to the further cleanup of the Yard. Removal of all above-referenced dumping shall occur within 14 days of receipt of this Order of Conditions.

25. No dumping shall occur on this site of material that is specified in condition #6, and additionally, brickbats, concrete and asphalt.
26. This Order of Conditions prohibits the storage of hazardous or special waste in the Flood Plain or wetlands area. Storage of fuels, etc., needed for operations at the Public Works Department, shall occur in currently paved fenced areas, or in currently existing buildings, under the approval of the Building, Health, Fire Departments and the Department of Environmental Protection. Written documentation of any such storage within 100'0" of the Buffer Zone - either Land Subject to Flooding or Wetlands/Wetlands Vegetation. Shall be forwarded to the Partial Certificate of Compliance for the completion of the first Phase - clean up of the yard.
27. A final, stamped, As-Built Site Plan shall be presented to the Conservation Commission at a regular meeting for the approval of the Commission prior to a written Request for a Certificate of compliance.
28. A copy of this Order of Conditions shall be kept in close proximity of the activity with a designated employee/representative for the duration of the project.
29. The Conservation Commission reserves the right to enter and inspect the public works yard at any reasonable time.
30. A monthly progress report shall be forwarded to the Conservation Commission for the duration of the project.
31. A monthly progress report specifically pertaining to the leaf-composting project shall be filed with the Conservation Commission for as long as the composting project is conducted.

Issued By QUINCY Conservation Commission

Signature(s)

<u>E. James Lorio</u>	<u>Lawrence P. Heffernan</u>
<u>Walter G. Gantley</u>	<u>Mary Ann Lencki</u>

This Order must be signed by a majority of the Conservation Commission.

On this Fifth day of June 1990 before me personally appeared E. James Lorio, Walter G. Gantley, Mary Ann Lencki, and Lawrence P. Heffernan to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

Heather J. Sargent
Notary Public

December 9, 1994
My commission expires

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land upon which the proposed work is to be done or any ten residents of the city or town in which such land is located are hereby notified of their right to request the Department of Environmental Quality Engineering to issue a Superseding Order, providing the request is made by certified mail or hand delivery to the Department within ten days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and the applicant.

Detach on dotted line and submit to the _____ prior to commencement of work.

To _____ Issuing Authority

Please be advised that the Order of Conditions for the project at _____

File Number _____ has been recorded at the Registry of _____ and

has been noted in the chain of title of the affected property in accordance with General Condition 8 on _____ 19 _____

If recorded land, the instrument number which identifies this transaction is _____

If registered land, the document number which identifies this transaction is _____

Signature _____ Applicant

DEP Order of Conditions (Operational Information Only)

1. All work shall conform to: Letter responding to DEP request for additional information and attached report titled D.P.W. Materials & Maintenance Yard Reorganization, dated August 23, 1990, signed by David A. Colton, Commissioner of Public Works.

The following is a summary of the work outlined in the above referenced report:

Removal of Waste Materials

All non-usable shacks will be demolished. All debris and waste materials piles will be disposed of as appropriate.

Access to Yard

The maintenance yard would be completely fenced. The gap in the northern corner will be closed. Access will be controlled through the two existing and secured gates with an on-duty guard.

Sectionalization of Yard Area

The yard will be sectionalized into various storage/use areas. These areas will be accessible through unpaved gravel service roads within the yard.

All activities proposed within the 100 ft buffer zone are consistent with the applicable regulations. Mitigation measures to protect the wetlands are covered separately.

Site Grading

The site will be regraded upon removal of debris and waste materials. Grading will be conducted in line with the existing ground elevations through the use of clean materials available on site. The existing site drainage pattern would be maintained. The proposed interior service roads around the leaf compost area and open salt/sand storage area will act as berms (+/- 2 ft higher than existing ground elevations) for these enclosed areas.

Site Drainage

The 8 inch diameter pipe stub located near the southeastern corner of the site will be removed.

Salt/Sand Storage Area Drainage

This area is outside both the 100 ft. buffer zone and the limits of land subject to Coastal Storm Flowage. No adverse impacts to wetlands are expected since the runoff flows into a tidal creek, salt marsh, or phragmites marsh, which are tolerant of saline water. Mitigation measures will be used to reduce the likelihood of saline runoff including:

- a) Covered salt/sand storage area (tarp) to prevent wind dispersal, and to reduce possibility of salt entering surface or groundwater;
- b) Storage of salt/sand in excavated area (below grade of road) to reduce surface runoff of the area. Salt to be stored on an impervious pad;
- c) Use of staked haybales at periphery of any storage piles to eliminate transport of surface water.
- d) Extensive grass seeding and planting of indigenous plant material between the outboard side of the proposed service road and the creek (Town River Bay tributary) and/or the limits of Bordering Vegetated Wetland.

Leaf Compost Area

The northeastern corner of the proposed leaf composting area lies within the 100 ft. buffer zone. No adverse impacts to the wetlands are expected due to the leaf composting area. Surface and groundwater flow is into the BVW phragmites marsh. Any leachate from this area may contain the plant micro-nutrients, nitrates and phosphates. Any increased levels of these compounds would enhance growth of the BVW vegetation and would be largely immobilized by the rapid growth and persistent above and below-ground parts of the phragmites. Mitigation measures will be used to reduce the likelihood of nutrient enriched runoff including:

- a) Stabilizing the leaf compost piles to prevent wind dispersal of leaves;
- b) Storage of leaf compost below the grade of the gravel roadway to reduce surface runoff out of this area;
- c) Placement of staked haybales at the periphery of storage piles to eliminate transport of materials by surface water;
- d) Extensive grass seeding and planting ornamental bushes between the outboard side of the proposed service road and the limits of the BVW.

Land Subject to Coastal Storm Flowage

No new structures are proposed in the flood hazard zones B or A-6. The base flood elevation for the site varies from 12 to 13 (NGVD)/17.8 to 18.8 (Quincy Datum). The leaf compost, waste dumpsters, highway and sewer/water/drain materials areas are generally at elevation 19 (Quincy Datum) with the exception of fringe areas east of leaf composting and south of the highway materials (salt, sands, gravels, etc.) storage areas. These areas will be contained with bermed interior service roads generally two feet higher than surrounding ground elevations.

Quincy DPW determined that the base flood elevation for the site is EL. 18 (Quincy Datum).

Impacts to Wetland Resources Areas

Work within the buffer zone includes removal of existing piles of miscellaneous fill and waste materials, and removal of several shacks; construction of a raised gravel access road

around the periphery of the work area, construction of leaf compost, and salt storage area. Stormwater runoff into the Town River Channel and the BVW is expected to improve with the construction of the gravel roadway since it will reduce flow rates and act as a sediment/contaminant filter. Currently, stormwater runoff flows directly into the Town River Channel and BVW carrying silt and possible absorbed contaminants.

2. Upon completion of the project, the applicant shall submit an as-built plan prepared by a registered P.E. or land surveyor of the Commonwealth, for all work that has been proposed within the area of the Department's jurisdiction.
3. The applicant shall notify the Department and the Quincy Conservation Commission 48 hours before any activity commences on the site and provide the Quincy Conservation Commission with the name(s) and telephone number(s) of the person(s) responsible on site for compliance with this Order.
4. A copy of the Order shall be on-site while activities in the Order are being performed.
5. All disturbed or exposed soil surfaces shall be temporarily stabilized with hay, straw, mulch or any other protective covering and/or method approved by the U.S. Department of Agriculture Soil Conservation Service.
6. All final earth stabilization, sediment control, drainage control, and salt migration control shall be implemented as proposed in the Letter responding to DEP request for additional information and attached report titled D.P.W. Materials & Maintenance Yard Reorganization, dated August 23, 1990, signed by David A. Colton, Commissioner of Public Works.
7. The access roadway shall not be paved and the existing 8 inch iron drainage pipe at the rear of the site shall be removed.
8. Prior to any activity, a row of filter fabric fencing, backed by one row of staked haybales placed end to end, shall be placed upgradient of the BVW and Salt Marsh, along the limit of activity between all disturbed area and the wetland. This shall also define the limit of activity downgradient of which no work shall take place. These erosion and siltation controls shall be maintained in a state of good repair until all disturbed areas have been stabilized, or until a determination by the Department stating that control measures are no longer necessary.
9. The applicant shall move swiftly to control any erosion problems that occur on the site. The Department reserves the right to require additional erosion and/or damage prevention controls it may deem necessary.
10. Fertilizer used for landscaping shall be low in nitrogen content and shall be used in moderation. Pesticides and herbicides shall not be used on site within 100 ft. of the BVW or Salt Marsh.
11. Equipment storage and refueling operations shall be situated in an upland area at a distance greater than 100 feet from the BVW.
12. There shall be no underground storage of fuel or other hazardous substances on the property within the Buffer Zone.

Appendix C

***Asphalt Brick & Concrete
Crushing Permit***



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
NORTHEAST REGIONAL OFFICE

205B Lowell Street, Wilmington, MA 01887 • (978) 694-3200

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

IAN A. BOWLES
Secretary

LAURIE BURT
Commissioner

Shawn Hardy, City Engineer
City of Quincy
Department of Public Works
55 Sea Street
Quincy, Massachusetts 02169

DEC 09 2010

RE: QUINCY – Solid Waste/COR
55 Sea Street
Quincy DPW
ABC Processing Determination of Need
Final Decision
File # X230611
FMF # 6153

Dear Mr. Hardy:

The Massachusetts Department of Environmental Protection, Northeast Regional Office, Bureau of Waste Prevention, Solid Waste Section (the "MassDEP") has completed its review of your application for a Determination of Need (DON) for processing of ABC material at the City's Department of Public Works yard at 55 Sea Street, Quincy, Massachusetts (Determination of Need, Small Operation, BWPSW17, Transmittal Number X230611). The application was prepared on the City of Quincy's behalf by Environmental Partners Group, Quincy, Massachusetts.

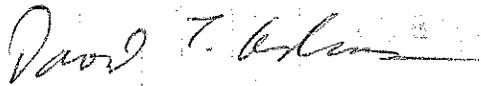
A draft decision for this application was issued on November 16, 2010. No comments have been received by MassDEP relative to the draft decision.

The facility is proposed to crush asphalt, brick and concrete rubble with associated soil to produce an aggregate to be used by the Quincy Department of Public Works for roadway maintenance projects. The facility will be located at the existing Quincy Department of Public Works yard off Sea Street.

The MassDEP has determined that your proposed facility, as described in the application, complies with the requirements established at 310 CMR 16.05(6), et seq, and the applicable MassDEP policies, for a recycling facility not subject to Site Assignment. MassDEP, therefore, issues the attached Determination of Need for your facility.

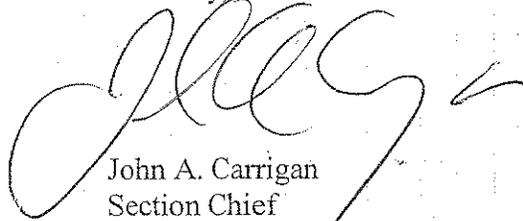
If you have any questions in regards to this matter, please contact David Adams at phone 978-694-3295.

Sincerely,



David C. Adams
Environmental Engineer
Solid Waste Management

Sincerely,



John A. Carrigan
Section Chief
Solid Waste Management

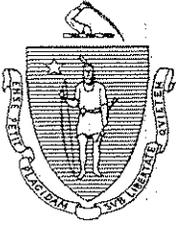
JAC/DCA/dca

Enclosure: Determination of Need
Fact Sheet

cc:

Quincy Board of Health
Quincy, MA
ascheele@ci.quincy.ma.us

C. Carter Fahy
Environmental Partners Group
1900 Crown Colony Drive, Suite 402
Quincy, Massachusetts 02169



COMMONWEALTH OF MASSACHUSETTS
 EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 NORTHEAST REGIONAL OFFICE

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DEVAL L. PATRICK
 Governor

IAN A. BOWLES
 Secretary

TIMOTHY P. MURRAY
 Lieutenant Governor

LAURIE BURT
 Commissioner

CITY OF QUINCY – DEPARTMENT OF PUBLIC WORKS
BWP SW 17 - DETERMINATION OF NEED FOR SITE ASSIGNMENT

Effective Date: **DEC 09 2010** DEP Region: Metropolitan Boston/Northeast
 FMF No.: 6153

Applicant Name: City of Quincy
 Department of Public Works
 Mailing Address: 55 Sea Street
 Quincy, MA 02169

Name of Facility: City of Quincy Department of Public Works
 Facility Address: 55 Sea Street
 Quincy, MA 02169

I. FACILITY DESCRIPTION

A. Facility

1. Operator: City of Quincy
 Department of Public Works
 Mailing Address: 55 Sea Street
 Quincy, MA 02169

2. Description:

- (a) Type(s) of Recyclables Accepted: asphalt, brick and concrete rubble
 with associated soil from roadway rehabilitation and repair
- (b) Approved amount of Recyclables Received:
 - i. average: 10 tons per day¹
 - ii. maximum: 100 tons any day

¹ Within any calendar month.

3. Project Description:

The application proposes approval for a Determination of Need for Site Assignment for the processing of asphalt, brick and concrete, including associated soil, from rehabilitation and maintenance/repair of roads within the City of Quincy to produce an aggregate for reuse in the construction and maintenance of roads within the City.

Asphalt, brick and concrete rubble, including associated soil, (ABC rubble) will be accumulated by the City until 5,000 cubic yards of material (one year of accumulation) is available for processing, at which time a portable crusher will be brought to the site to process (crush) the material to produce an aggregate with a maximum dimension of 2 inches. The accumulated material will be feed directly to the crusher without screening to separate the ABC rubble from the associated soil.

Typically, the crushing operations will occur once within each year, and the processed material used during the following year.

**II. DETERMINATION OF NEED (DON)
APPLICATION REVIEW AND APPROVAL**

This application complies with the requirements of 310 CMR 16.00, the Site Assignment Regulations for Solid Waste Facilities and was reviewed in accordance with Section 16.05 (6), Determination of Need for Site Assignment. The Department hereby approves the application as follows.

The Department has determined that the proposed operation constitutes a Recycling Facility pursuant to 310 CMR 16.05(6)(a), and as defined at 310 CMR 16.02. Therefore, when operated as proposed and pursuant to the following conditions the facility is exempt from the requirements for a Site Assignment pursuant to 310 CMR 16.00, et seq, and/or a permit pursuant to 310 CMR 19.000, et seq.

III. GENERAL CONDITIONS

1. The operation of this facility shall not adversely affect the public health, safety or the environment.
2. The operation, maintenance and closure of this facility shall be performed in compliance with other applicable local, state and federal laws and regulations.

3. The Department may rescind, suspend, or modify this determination by the imposition of additional conditions, based upon a determination of actual, or the threat of, adverse impacts from the construction, operation, maintenance or closure of the facility, as authorized at 310 CMR 16.05(8), or if the applicant fails to comply with the provisions of this determination or other applicable Department approvals.
4. The applicant shall provide the Department, within a reasonable time, any information which the Department may request and which is deemed by the Department to be relevant in determining whether a cause exists to modify, revoke, or suspend this determination, or to determine whether the applicant is complying with the terms and conditions of the determination and regulation.
5. Failure to comply with the provisions of this determination, and any applicable Department approvals or permits (including Bureau of Waste Prevention approvals/permits) shall be grounds for suspension and revocation of this determination.

IV. SPECIFIC CONDITIONS

1. The facility shall be in compliance with all applicable requirements of 310 CMR 7.00, including without limitation receiving all applicable approvals required by the Department's Bureau of Waste Prevention Permits Section (Air Quality Control).
2. The facility shall not accept ABC material in excess of the quantities identified at section I.2.(b), above.
3. This determination is based upon the following conditions as stated in the application.
 - a. Only ABC (asphalt, brick and concrete rubble) material, including associated soil, from the maintenance and repair of roadways, including associated underground utilities, within the City of Quincy will be accepted.
 - b. Not more than 5,000 cubic yards of unprocessed ABC material² will be stored at the facility at any given time.
 - c. Not more than 5,000 cubic yards of processed ABC material³ will be stored at the facility at any given time.

² Combined total of ABC rubble and associated soil.

³ Combined total of aggregate from processed ABC rubble and associated soil.

- d. ABC material⁴ shall be processed 12 months of receipt.
 - e. All ABC rubble and soil containing ABC rubble containing pieces greater than 2 inches in their largest dimension shall constitute an unprocessed ABC material for determining the quantities of material stored at the facility.
4. Wherein ABC material received includes rubble from the removal/repair of water and/or sewer pipes the rubble shall be inspected for the presence of asbestos containing material (asbestos-cement ["Transite"] pipe, etc.). All asbestos containing material, if present, shall be removed prior to any crushing of the rubble. All asbestos containing material, if any, shall be managed and disposed of pursuant to applicable law and regulations.
 5. The Facility may be subject to inspections, by the Department and/or the Quincy Board of Health, without prior notice, to determine the facility's operations comply with this determination and applicable regulations.
 6. In the event the facility's operations are discontinued for any reason, the Applicant shall, in a timely manner, remove, recycle or dispose of all remaining materials and products from the site in accordance with applicable regulations, including, but not limited to, 310 CMR 16.00 and 19.000.

Please be advised that if this Determination is rescinded or suspended, this facility shall be regulated under all applicable sections of Massachusetts General Laws (MGL), Chapter 111, Section 150A, and the regulations promulgated there under at 310 CMR 16.00 "Site Assignment Regulations for Solid Waste Facilities", and 310 CMR 19.000 "Solid Waste Management Facility Regulations". Failure to comply with these requirements may lead to legal action including but not limited to, criminal prosecution, court imposed civil penalties, or civil administrative penalties assessed by the Department.

V. RIGHT OF APPEAL

A. Right to Appeal - This decision has been issued pursuant to Massachusetts General Laws (MGL), Chapter 111, Section 150A and 310 CMR 16.05: Determination of Need, of the "Site Assignment Regulations for Solid Waste Facilities". Any person aggrieved by the issuance of this determination, may file an appeal for judicial review of said decision, in accordance with the provisions of MGL Chapter 111, Section 150A and MGL Chapter 30A, not later than thirty (30) days following the receipt of the final decision.

⁴ Combined total of ABC rubble and associated soil.

B. Notice of Appeal- Any aggrieved person intending to appeal the decision to the superior court shall provide notice to the Department of intention to commence such action. Said notice of intention shall include the Department File Number, Transmittal Number, and shall identify with particularity the issues and reason(s) why it is believed the approval decision was not proper. Such notice shall be provided to the Office of General Counsel of the Department, and the Regional Director for the regional office which made the decision. The appropriate addresses to send such notices are:

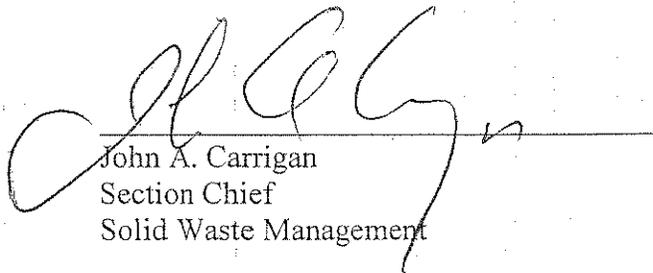
Office of General Counsel
Department of Environmental Protection
One Winter Street-Third floor
Boston, MA 02108

Regional Director
Department of Environmental Protection
Northeast Regional Office
205B Lowell Street
Wilmington, MA 01887

No allegation shall be made in any judicial appeal of this decision unless the matter complained of was raised at the appropriate point in the administrative review procedures established in those regulations, provided that matter may be raised upon a showing that it is material and that it was not reasonably possible with due diligence to have been raised during such procedures, or that the matter sought to be raised is of critical importance to the public health or environmental impact of the authorized activity. Unless the person requesting an appeal requests and is granted a stay of the terms and conditions of the approval by a court of competent jurisdiction, this decision shall remain effective.



David C. Adams
Environmental Engineer
Solid Waste Management



John A. Carrigan
Section Chief
Solid Waste Management

12/9/10

Date

FACT SHEET
Quincy DPW, ABC Crushing
Final Decision

File Number: X230611
page 1

Facility: City of Quincy
Department of Public Works
Address: 55 Sea Street
Quincy, Massachusetts 02169

Owner/operator: City of Quincy
Department of Public Works
Address: 55 Sea Street
Quincy, Massachusetts 02169

Facility Number: 6153
Regulated Object Number: 331675
Permit Number: none

Location: 42° 15' 25" North Latitude 70° 59' 31" West Longitude
MSPCS: 889,743 mE 241,910 mN Mainland Zone NAD83

Size of site: 22.2 acres

Current Application:

Type: Determination of Need – Small Operation (BWPSW17)
Transmittal Number: X230611
date: December 22, 2009

Engineer of record: Environmental Partners Group
1900 Crown Colony Drive, Suite 402
Quincy, Massachusetts 02169

Draft Decision: November 16, 2010

MEPA: Application does not trigger MEPA thresholds.

Capacity:
maximum: 100 tpd
average: <10 cu.yd/day
annual: 5,000 tons

Type of material processed: Asphalt, brick and concrete, including associated soil

¹ For reference only. Estimated from MassGIS.

FACT SHEET
Quincy DPW, ABC Crushing
Final Decision

File Number: X230611
page 2

Submittals as part of this application:

report: BWP SW 17 Project Description
Quincy DPW Yard
ABC Material Crushing Activities

plan:

DPW Yard
55 Sea Street
City of Quincy
Figure 3 – Proposed Conditions
October 2009
date: 08/17/2009

Discussion:

As a result of roadway maintenance operations by the City of Quincy Department of Public Works construction debris containing soil, asphalt, brick and/or concrete (ABC material) is brought to and stored at the City's DPW yard at 55 Sea Street. The City is proposing to process the ABC material to produce an aggregate the DPW can use on future projects.

The City currently has a stockpile of approximately 15,000 cubic yards of ABC material. The existing material is anticipated by the City to be used as part of remedial activities at Rear 221-227 Quincy Avenue, Quincy, Massachusetts ("The Meadow", Faxon Park; RTN 3-1902). Use, including processing, of this stockpile as part of the remedial activities at Faxon Park was approved pursuant to a Beneficial Use Determination issued October 20, 2010, and revised November 8, 2010 (File Number X230614).

Pursuant to Beneficial Use Determinations (BUDs) issued May 5, 2000 (Application File # W011080) and April 3, 2001 (Application File # W018223), and not part of this application, the City of Quincy Department of Public Works currently recycles street sweepings and catch basin cleanings at this site.

Also located at the City's DPW facility is the City's leaf and yard waste composting facility. Operating pursuant to 310 CMR 16.05(4)(b), the composting facility is not a part of, or otherwise subject to, the current application.

The City generates approximately 5,000 cubic yards of the ABC material per year.

Following removal of the existing stockpile, the City will limit storage of unprocessed ABC material to a maximum of 5,000 cubic yards of at any time. The City will also limit storage of processed aggregate to a maximum of 5,000 cubic yards of at any time. As proposed, crushing will occur once per year. A portable crusher will be brought to the DPW yard to perform the crushing. The ABC will be crushed to a nominal size of one and one-half (1.5) to two (2) inches.

The site is located within a commercial area of the City and is zoned "Business-B". The site abuts an area of marsh known as "Broad Meadow". The nearest residence is approximately 1,200 feet north of the site. Broad Meadow Middle School is located approximately 1,900 feet east of the site.

The crusher will be approximately 150 feet from the nearest property line, and approximately 400 feet from the nearest developed abutting property.

The processed ABC material will be used as aggregate in roadway construction.

Three (3) samples of the ABC material were subject to analysis for contaminants. The concentration of Lead (Pb) in the samples ranged from 14 mg/kg to 22.3 mg/kg with 2 out of the 3 samples exceeding the draft interim BUD S-1/GW-1 standard² (19 mg/kg) established for a BUD "Numerical Standards Approach" risk evaluation (a so called BUD "Method 1" approach). All samples are within draft interim BUD S-2/GW-1 and S-3/GW-1 standards.

The ABC materials are generally from structures of public and private roadways in the City of Quincy, including underground utility structures of the City water and sewer system. The ABC materials are therefore generally unpainted and/or have only occasional deminimis painted areas.

The existing stockpile of material includes debris from maintenance and/or repair of underground utilities, including sewer lines. Common sewer construction materials in the Commonwealth have included asbestos-cement ("Transite") pipe. Inspection of the material is necessary to insure that any asbestos-cement pipe is removed and properly disposed of prior to crushing.

Subject to the size and type of engine powering the crusher, the controls on the crusher for controlling the release of particulate emissions (dust) and/or the duration of crushing operations, the crusher may be subject to MassDEP's regulations for air quality control (310 CMR 7.00) and/or federal air pollution control retirements. It is incumbent upon the City and their contractor to insure the crusher complies with the air quality control regulations applicable at the time of operation.

² Proposed BUD chemical-specific values; Draft Interim Guidance Document for Beneficial Use Determination Regulations, 310 CMR 19.060; March 18, 2004.

A draft decision to grant this determination that Site Assignment and permit pursuant to MGL Chapter 111, § 150A are not required (this "DON") was issued on November 16, 2010 for public comment. No comments were received during the comment period.

Appendix D

Prevailing Wage Rates



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

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: DPW Yard On-Site Composting / Processing (Equipment Use Non-Construction) - Processing of yard waste, fill, catch basin cleanings, and street sweepings.
Job Location: 55 Sea Street Quincy MA 02169

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT						
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$30.95	\$8.56	\$0.00	0.00	\$39.51
	06/01/2012	\$31.25	\$8.56	\$0.00	0.00	\$39.81
	08/01/2012	\$31.25	\$8.91	\$0.00	0.00	\$40.16
	12/01/2012	\$31.55	\$8.91	\$0.00	0.00	\$40.46
(3 AXLE) DRIVER - EQUIPMENT						
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.02	\$8.56	\$0.00	0.00	\$39.58
	06/01/2012	\$31.32	\$8.56	\$0.00	0.00	\$39.88
	08/01/2012	\$31.32	\$8.91	\$0.00	0.00	\$40.23
	12/01/2012	\$31.62	\$8.91	\$0.00	0.00	\$40.53
(4 & 5 AXLE) DRIVER - EQUIPMENT						
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.14	\$8.56	\$0.00	0.00	\$39.70
	06/01/2012	\$31.44	\$8.56	\$0.00	0.00	\$40.00
	08/01/2012	\$31.44	\$8.91	\$0.00	0.00	\$40.35
	12/01/2012	\$31.74	\$8.91	\$0.00	0.00	\$40.65
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE						
OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.52	\$10.00	\$0.00	0.00	\$49.52
	06/01/2012	\$40.09	\$10.00	\$0.00	0.00	\$50.09
	12/01/2012	\$40.71	\$10.00	\$0.00	0.00	\$50.71
	06/01/2013	\$41.49	\$10.00	\$0.00	0.00	\$51.49
	12/01/2013	\$42.27	\$10.00	\$0.00	0.00	\$52.27
BACKHOE/FRONT-END LOADER						
OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.52	\$10.00	\$0.00	0.00	\$49.52
	06/01/2012	\$40.09	\$10.00	\$0.00	0.00	\$50.09
	12/01/2012	\$40.71	\$10.00	\$0.00	0.00	\$50.71
	06/01/2013	\$41.49	\$10.00	\$0.00	0.00	\$51.49
	12/01/2013	\$42.27	\$10.00	\$0.00	0.00	\$52.27
BULLDOZER/GRADER/SCRAPER						
OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$0.00	0.00	\$49.16
	06/01/2012	\$39.72	\$10.00	\$0.00	0.00	\$49.72
	12/01/2012	\$40.34	\$10.00	\$0.00	0.00	\$50.34
	06/01/2013	\$41.11	\$10.00	\$0.00	0.00	\$51.11
	12/01/2013	\$41.89	\$10.00	\$0.00	0.00	\$51.89

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:



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

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: DPW Yard On-Site Composting / Processing (Equipment Use Non-Construction) - Processing of yard waste, fill, catch basin cleanings, and street sweepings.
Job Location: 55 Sea Street Quincy MA 02169

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$40.52	\$10.00	\$0.00	0.00	\$50.52
	06/01/2012	\$41.09	\$10.00	\$0.00	0.00	\$51.09
	12/01/2012	\$41.71	\$10.00	\$0.00	0.00	\$51.71
	06/01/2013	\$42.49	\$10.00	\$0.00	0.00	\$52.49
	12/01/2013	\$43.27	\$10.00	\$0.00	0.00	\$53.27
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$27.95	\$10.00	\$0.00	0.00	\$37.95
	06/01/2012	\$28.34	\$10.00	\$0.00	0.00	\$38.34
	12/01/2012	\$28.79	\$10.00	\$0.00	0.00	\$38.79
	06/01/2013	\$29.34	\$10.00	\$0.00	0.00	\$39.34
	12/01/2013	\$29.89	\$10.00	\$0.00	0.00	\$39.89
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$55.07	\$8.08	\$0.00	0.00	\$63.15
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$40.12	\$8.08	\$0.00	0.00	\$48.20
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	12/01/2011	\$20.50	\$7.10	\$0.00	0.00	\$27.60
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$0.00	0.00	\$49.52
	06/01/2012	\$40.09	\$10.00	\$0.00	0.00	\$50.09
	12/01/2012	\$40.71	\$10.00	\$0.00	0.00	\$50.71
	06/01/2013	\$41.49	\$10.00	\$0.00	0.00	\$51.49
	12/01/2013	\$42.27	\$10.00	\$0.00	0.00	\$52.27
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$27.95	\$10.00	\$0.00	0.00	\$37.95
	06/01/2012	\$28.34	\$10.00	\$0.00	0.00	\$38.34
	12/01/2012	\$28.79	\$10.00	\$0.00	0.00	\$38.79
	06/01/2013	\$29.34	\$10.00	\$0.00	0.00	\$39.34
	12/01/2013	\$29.89	\$10.00	\$0.00	0.00	\$39.89

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

Prevailing Wage Rates

As determined by the Director under the provisions of the
 Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
 Secretary

HEATHER E. ROWE
 Director

DEVAL L. PATRICK
 Governor

TIMOTHY P. MURRAY
 Lt. Governor

Awarding Authority: City of Quincy

Contract Number: **City/Town:** QUINCY

Description of Work: DPW Yard On-Site Composting / Processing (Equipment Use Non-Construction) - Processing of yard waste, fill, catch basin cleanings, and street sweepings.

Job Location: 55 Sea Street Quincy MA 02169

<u>Classification</u>	<u>Effective Date</u>	<u>Base Wage</u>	<u>Health</u>	<u>Pension</u>	<u>Supplemental Unemployment</u>	<u>Total Rate</u>
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$0.00	0.00	\$49.52
	06/01/2012	\$40.09	\$10.00	\$0.00	0.00	\$50.09
	12/01/2012	\$40.71	\$10.00	\$0.00	0.00	\$50.71
	06/01/2013	\$41.49	\$10.00	\$0.00	0.00	\$51.49
	12/01/2013	\$42.27	\$10.00	\$0.00	0.00	\$52.27

Reprint

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Job Location: 55 Sea Street Quincy MA 02169

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - HOIST/PORT. ENG.- Local 4						
Effective Date - 12/01/2011						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.74	\$10.00	0.00	\$0.00	\$31.74
2	60	\$23.71	\$10.00	0.00	\$0.00	\$33.71
3	65	\$25.69	\$10.00	0.00	\$0.00	\$35.69
4	70	\$27.66	\$10.00	0.00	\$0.00	\$37.66
5	75	\$29.64	\$10.00	0.00	\$0.00	\$39.64
6	80	\$31.62	\$10.00	0.00	\$0.00	\$41.62
7	85	\$33.59	\$10.00	0.00	\$0.00	\$43.59
8	90	\$35.57	\$10.00	0.00	\$0.00	\$45.57
Effective Date - 06/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.05	\$10.00	0.00	\$0.00	\$32.05
2	60	\$24.05	\$10.00	0.00	\$0.00	\$34.05
3	65	\$26.06	\$10.00	0.00	\$0.00	\$36.06
4	70	\$28.06	\$10.00	0.00	\$0.00	\$38.06
5	75	\$30.07	\$10.00	0.00	\$0.00	\$40.07
6	80	\$32.07	\$10.00	0.00	\$0.00	\$42.07
7	85	\$34.08	\$10.00	0.00	\$0.00	\$44.08
8	90	\$36.08	\$10.00	0.00	\$0.00	\$46.08

Notes:

Apprentice to Journeyworker Ratio:1:6

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: DPW Yard On-Site Composting / Processing (Equipment Use Non-Construction) - Processing of yard waste, fill, catch basin cleanings, and street sweepings.
Job Location: 55 Sea Street Quincy MA 02169

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$0.00	0.00	\$38.90

Apprentice - LABORER - Zone 1

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	0.00	\$0.00	\$26.18
2	70	\$22.26	\$7.10	0.00	\$0.00	\$29.36
3	80	\$25.44	\$7.10	0.00	\$0.00	\$32.54
4	90	\$28.62	\$7.10	0.00	\$0.00	\$35.72

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2011	\$21.28	\$10.00	\$0.00	0.00	\$31.28
	06/01/2012	\$21.56	\$10.00	\$0.00	0.00	\$31.56
	12/01/2012	\$21.90	\$10.00	\$0.00	0.00	\$31.90
	06/01/2013	\$22.32	\$10.00	\$0.00	0.00	\$32.32
	12/01/2013	\$22.74	\$10.00	\$0.00	0.00	\$32.74
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2011	\$24.51	\$10.00	\$0.00	0.00	\$34.51
	06/01/2012	\$24.85	\$10.00	\$0.00	0.00	\$34.85
	12/01/2012	\$25.24	\$10.00	\$0.00	0.00	\$35.24
	06/01/2013	\$25.72	\$10.00	\$0.00	0.00	\$35.72
	12/01/2013	\$26.21	\$10.00	\$0.00	0.00	\$36.21

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Lt. Governor

Awarding Authority: City of Quincy

Contract Number:

City/Town: QUINCY

Description of Work: DPW Yard On-Site Composting / Processing (Equipment Use Non-Construction) - Processing of yard waste, fill, catch basin cleanings, and street sweepings.

Job Location: 55 Sea Street Quincy MA 02169

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$0.00	0.00	\$49.16
	06/01/2012	\$39.72	\$10.00	\$0.00	0.00	\$49.72
	12/01/2012	\$40.34	\$10.00	\$0.00	0.00	\$50.34
	06/01/2013	\$41.11	\$10.00	\$0.00	0.00	\$51.11
	12/01/2013	\$41.89	\$10.00	\$0.00	0.00	\$51.89
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2011	\$30.78	\$8.56	\$0.00	0.00	\$39.34
	06/01/2012	\$31.08	\$8.56	\$0.00	0.00	\$39.64
	08/01/2012	\$31.08	\$8.91	\$0.00	0.00	\$39.99
	12/01/2012	\$31.38	\$8.91	\$0.00	0.00	\$40.29
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$0.00	0.00	\$49.52
	06/01/2012	\$40.09	\$10.00	\$0.00	0.00	\$50.09
	12/01/2012	\$40.71	\$10.00	\$0.00	0.00	\$50.71
	06/01/2013	\$41.49	\$10.00	\$0.00	0.00	\$51.49
	12/01/2013	\$42.27	\$10.00	\$0.00	0.00	\$52.27
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$0.00	0.00	\$49.52
	06/01/2012	\$40.09	\$10.00	\$0.00	0.00	\$50.09
	12/01/2012	\$40.71	\$10.00	\$0.00	0.00	\$50.71
	06/01/2013	\$41.49	\$10.00	\$0.00	0.00	\$51.49
	12/01/2013	\$42.27	\$10.00	\$0.00	0.00	\$52.27
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$27.95	\$10.00	\$0.00	0.00	\$37.95
	06/01/2012	\$28.34	\$10.00	\$0.00	0.00	\$38.34
	12/01/2012	\$28.79	\$10.00	\$0.00	0.00	\$38.79
	06/01/2013	\$29.34	\$10.00	\$0.00	0.00	\$39.34
	12/01/2013	\$29.89	\$10.00	\$0.00	0.00	\$39.89

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Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: DPW Yard On-Site Composting / Processing (Equipment Use Non-Construction) - Processing of yard waste, fill, catch basin cleanings, and street sweepings.
Job Location: 55 Sea Street Quincy MA 02169

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$0.00	0.00	\$49.16
	06/01/2012	\$39.72	\$10.00	\$0.00	0.00	\$49.72
	12/01/2012	\$40.34	\$10.00	\$0.00	0.00	\$50.34
	06/01/2013	\$41.11	\$10.00	\$0.00	0.00	\$51.11
	12/01/2013	\$41.89	\$10.00	\$0.00	0.00	\$51.89
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2011	\$31.24	\$8.56	\$0.00	0.00	\$39.80
	06/01/2012	\$31.54	\$8.56	\$0.00	0.00	\$40.10
	08/01/2012	\$31.54	\$8.91	\$0.00	0.00	\$40.45
	12/01/2012	\$31.84	\$8.91	\$0.00	0.00	\$40.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2011	\$31.53	\$8.56	\$0.00	0.00	\$40.09
	06/01/2012	\$31.83	\$8.56	\$0.00	0.00	\$40.39
	08/01/2012	\$31.83	\$8.91	\$0.00	0.00	\$40.74
	12/01/2012	\$32.13	\$8.91	\$0.00	0.00	\$41.04
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$0.00	0.00	\$49.16
	06/01/2012	\$39.72	\$10.00	\$0.00	0.00	\$49.72
	12/01/2012	\$40.34	\$10.00	\$0.00	0.00	\$50.34
	06/01/2013	\$41.11	\$10.00	\$0.00	0.00	\$51.11
	12/01/2013	\$41.89	\$10.00	\$0.00	0.00	\$51.89
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2011	\$31.82	\$8.56	\$0.00	0.00	\$40.38
	06/01/2012	\$32.12	\$8.56	\$0.00	0.00	\$40.68
	08/01/2012	\$32.12	\$8.91	\$0.00	0.00	\$41.03
	12/01/2012	\$32.42	\$9.07	\$0.00	0.00	\$41.49
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/01/2009	\$16.59	\$2.42	\$0.00	0.00	\$19.01
This classification applies only to the trimming of branches on and around utility lines.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/01/2009	\$14.64	\$2.42	\$0.00	0.00	\$17.06
This classification applies only to the trimming of branches on and around utility lines.						

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Description of Work: DPW Yard On-Site Composting / Processing (Equipment Use Non-Construction) - Processing of yard waste, fill, catch basin cleanings, and street sweepings.
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2011	\$31.24	\$8.56	\$0.00	0.00	\$39.80
	06/01/2012	\$31.54	\$8.56	\$0.00	0.00	\$40.10
	08/01/2012	\$31.54	\$8.91	\$0.00	0.00	\$40.45
	12/01/2012	\$31.84	\$8.91	\$0.00	0.00	\$40.75

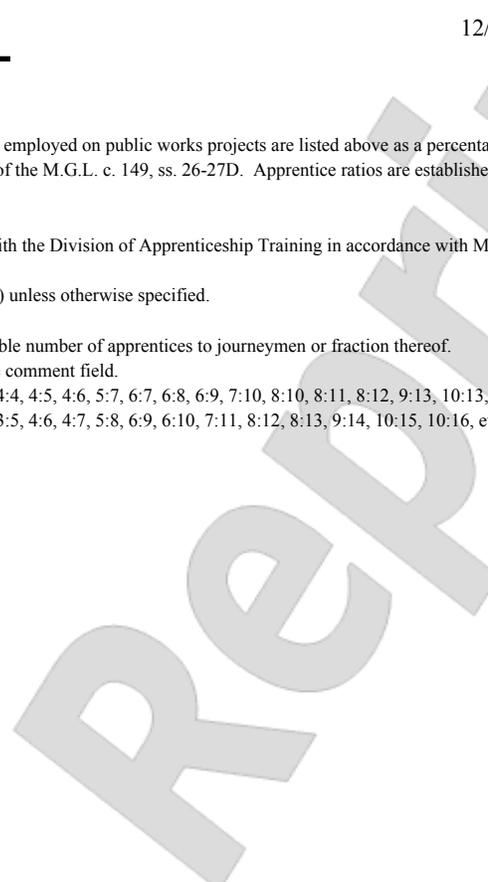
Additional Apprentices Information:

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

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

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.



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Appendix E

***Massachusetts Department of Environmental Protection
Policies***

- Street Sweepings Policy***
 - Catch Basin Cleanings Policy***
-

REUSE AND DISPOSAL OF STREET SWEEPINGS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE PREVENTION
FINAL POLICY # BWP-94.092

This Policy provides guidance on the Department of Environmental Protection's requirements, standards, and approvals for handling, reuse and disposal of street sweepings.

Date

By Signature on Original
Carl F. Dierker,
Assistant Commissioner,
Bureau of Waste Prevention

POLICY # BWP-94.092
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1 POLICY STATEMENT AND SCOPE

This Policy explains the Department of Environmental Protection's requirements for managing street sweepings. Street sweepings are solid waste subject to the Massachusetts solid waste regulations. The options for managing street sweepings are as follows.

1. Use the street sweepings in accordance with the pre-approved uses described in Section 4 of this policy.
2. Use the street sweepings for a beneficial use after obtaining prior approval from the Department under the provisions of the solid waste regulations, 310 CMR 19.060, Beneficial Use of Solid Wastes.
3. Dispose of street sweepings at a permitted solid waste landfill.

The provisions and requirements for managing street sweepings under these options are the subject of this policy.

2 APPLICABILITY

This policy applies to the reuse or disposal of street sweepings that are generated in the ordinary and customary maintenance of roadways.

The policy does not apply to catch basin cleanings or street sweepings mixed with catch basin cleanings or other wastes. The policy does not apply to the material generated as the result of the clean up of an oil or hazardous material spill.

Street sweepings are not exempt from the Hazardous Waste Regulations, 310 CMR 30.000, and must be handled as hazardous waste when they exhibit any of the characteristics of a hazardous waste. If there is no evidence of unusual contamination, the Department does not require street sweepings to be routinely tested, but, as is the case with any waste, the generator has the ultimate responsibility for determining whether the waste is a hazardous waste.

3 DEFINITIONS

Department or DEP means the Massachusetts Department of Environmental Protection.

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

Street Sweepings means materials consisting primarily of sand and soil generated during the routine cleaning of roadways but may also contain some leaves and other miscellaneous solid wastes collected

during street sweeping. Street sweepings does not mean the material generated during the clean up of a spill or material from other structures associated with a roadway such as catch basins.

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

4 PRE-APPROVED USES, RESTRICTIONS AND CONDITIONS

This policy allows street sweepings to be used in several applications. No approval from the Department is required when the restrictions and conditions identified in this policy are adhered to.

However, sweepings shall not be used unless prior approval is obtained from the owner of the location where the sweepings are to be used.

4.1 Use at Landfills

Street sweepings may be used for daily cover at lined or unlined permitted solid waste landfills and need no prior DEP approval if the sweepings satisfy the requirements for daily cover material specified at 310 CMR 19.130(15).

4.2 Use as Fill in Public Ways

Street sweepings shall be used for fill in public ways without prior approval from the Department only when the following restrictions and conditions are observed:

The sweepings have not been collected from Urban Center Roads (see definition);

The sweepings are used under the road surface or as fill along the side of the road within the public way;

The sweepings are not used in residential areas;

The sweepings are kept above the level of the groundwater;

The sweepings are not used in designated "No Salt Areas";

The sweepings are not used within the 100 foot buffer zone of a wetland or within wetland resource areas including bordering vegetative wetlands and riverfront areas;

The sweepings are not used within 500 feet of a ground or surface drinking water supply.

4.3 Use As an Additive to Restricted Use Compost

Street sweepings shall be used as an additive to compost without prior approval from the Department only when the following restrictions and conditions are observed:

The sweepings have not been collected from Urban Center Roads (see definition);

The compost is used only in public ways;

The compost is not used in residential areas;

The compost is kept above the level of the groundwater;

The compost is not used in designated "No Salt Areas";

The compost is not used within the 100 foot buffer zone of a wetland or within wetland resource areas including bordering vegetative wetlands and riverfront areas;

The compost is not used within 500 feet of a ground or surface drinking water supply.

5 OTHER USES

Any use not pre-approved in the preceding section requires prior Department approval under the Beneficial Use provisions of the Solid Waste Management Facility Regulations at 310 CMR 19.060. A "Beneficial Use Determination" or BUD can be made only after the submission of an application characterizing the waste and describing the proposed beneficial use.

6 DISPOSAL

While the beneficial use of street sweepings is strongly encouraged, the Department does not prohibit the disposal of street sweepings. Street sweepings may be disposed in either lined or unlined permitted solid waste landfills without prior approval from the Department.

7 HANDLING

7.1 Collection of Street Sweepings

Although DEP does not regulate the collection of street sweepings, collection practices should be compatible with intended uses. For example, sweepings from Urban Center Roads are not approved for the uses allowed for sweepings from other areas. Keeping sweepings from

Urban Center Roads separate from sweepings from other areas will make the full benefits of this policy available.

This policy does not cover sweepings known to be contaminated by spills, and such sweepings should be collected separately and kept segregated. Depending on the contamination and circumstances, the handling of contaminated sweepings may be governed by the Massachusetts Contingency Plan, 310 CMR 40, the Massachusetts Hazardous Waste Regulations, 310 CMR 30, the Massachusetts Site Assignment Regulations for Solid Waste Facilities, 310 CMR 16 or the Massachusetts Solid Waste Management Facility Regulations, 310 CMR 19.

7.2 Storage

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

Storage must be at the site where the sweepings are generated (in the public way) or at a location, such as a DPW yard, that is under the control of the governmental entity which is doing the sweeping or has contracted for the sweeping;

The sweepings shall be protected from wind and rain to the extent necessary to prevent dust, erosion and off-site migration;

The sweepings shall not be stored within the 100 foot buffer zone of a wetland or within wetland resource areas including bordering vegetative wetlands and riverfront areas;

The sweepings shall not be stored within 500 feet of a ground or surface drinking water supply;

Storage shall incorporate good management practice and result in no public nuisance;

Storage must be temporary. Street sweepings shall be used within one year of collection unless the DEP Regional Office in the region where the sweepings are stored grants a written extension. An extension may be granted when it is demonstrated that all storage conditions will continue to be satisfied and the stored sweepings will be put to a specific identified use prior to the expiration of the extension period.

7.3 Preparation Prior to Use

Solid waste, such as paper, auto parts and other trash, shall be removed from the sweepings prior to use. Leaves, twigs and other organic matter should also be removed when good engineering practice indicates this is necessary to produce a material that is suitable for the intended use.

8 BACKGROUND

The Department has consistently classified street sweepings as solid waste subject to Massachusetts General Law Chapter 111, Section 150A and the Massachusetts Solid Waste Regulations (Site Assignment Regulations for Solid Waste Facilities, 310 CMR 16.00 and Solid Waste Management Facility Regulations, 310 CMR 19.000). There has been confusion among some in the regulated community about this classification.

Prior to the development of this policy, the options for handling street sweepings were limited to:

1. Disposal at a permitted solid waste landfill,
2. Use as cover at a permitted solid waste landfill or
3. Use in accordance with a Beneficial Use Determination (BUD).
BUD decisions are made on a case-by-case basis and require the submittal of a formal application to the Department containing data showing the chemical composition of the street sweepings.

The simplest of these options was either to use the sweepings for landfill cover or to dispose of the sweepings at the local landfill.

As many local landfills close, these options become less available to many communities. However, transporting sweepings to a distant landfill involves increased transportation costs and possibly payment of tipping fees.

To clarify the requirements and to provide simpler and less expensive alternatives for handling street sweepings, the Department undertook the development of this policy. Because useful studies of the chemical composition of street sweepings could not be found in the literature, the Department solicited the help of municipalities and state agencies in conducting a study of the composition of street sweepings from various types of areas. The results showed that sweepings from all areas, except Urban Center Roads, were similar with the main constituents of concern being total petroleum hydrocarbons (TPH) and polynuclear aromatic hydrocarbons (PAHs). Very limited data from Urban Center Roads indicated that sweepings from these areas may be more contaminated than sweepings from other areas.

The test results indicate that sweepings may contain levels of contamination that are unsuitable for unrestricted use. However, except for sweepings from Urban Center Roads, the levels of contamination were consistent and low enough to allow the use of sweepings in restricted applications without requiring testing or pre-approval as long as certain conditions were met. Sweepings from urban areas were excluded from some pre-approved uses. This situation could change when more data are available from Urban Center Roads.

This policy makes it possible for municipalities, state agencies and other governmental entities to handle street sweepings in an environmentally sound manner with a minimum of paperwork and expense.

9 ADDITIONAL INFORMATION

For additional copies of this policy, permit application forms or other DEP documents (except regulations) call any DEP Regional Office and ask for the Service Center or call the DEP Infoline in Boston. The permit application number for a Beneficial Use Determination is BWP SW-13 (Major) and BWP SW-30 (Minor).

Many DEP documents, including this policy, are available via modem from the DEP electronic bulletin board system, (617)292-5546. Information about the DEP and some documents are also available from the DEP's internet site at <http://www.magnet.state.ma.us/dep>.

Copies of all Massachusetts regulations, including the solid waste regulations, may be purchased from the State House Bookstore, (617)727-2834. The solid waste regulations are:

310 CMR 16.000, Site Assignment Regulations for Solid Waste Facilities

310 CMR 19.000, Solid Waste Management Facility Regulations

Questions about the Provisions of the Policy

If you have technical questions about the policy, please call any DEP office and ask to speak with a staff member about the provisions of the policy.

DEP InfoLine: from area code 617 and outside MA: (617)338-2255
from area codes 413 and 508: (800)462-0444
e-mail: infoline@state.ma.us

DEP Western Regional Office
436 Dwight Street
Springfield, MA 01103
Main Number: (413)784-1100
Service Center: extension 214

DEP Southeast Regional Office
20 Riverside Drive
Lakeville, MA 02347
Main Number: (508)946-2700
Service Center: (508)946-2714

DEP Central Regional Office
627 Main Street
Worcester, MA 01605
Main Number: (508)792-7650
Service Center: (508)792-7683

DEP Boston Office
Division of Solid Waste
One Winter Street
Boston, MA 02108
(617)292-5960

DEP Northeast Regional Office
10 Commerce Way
Woburn, MA 01801
Main Number: (617)932-7600
Service Center: (617)932-7677



Massachusetts
Department
of
ENVIRONMENTAL
PROTECTION

fact sheet

Management of Catch Basin Cleanings

Catch basin cleanings – solid materials such as leaves, sand and twigs removed from storm water collection systems during cleaning operations -- are typically classified as a solid waste by the Massachusetts Department of Environmental Protection (DEP).

Catch basin cleanings must be handled and disposed in accordance with the agency's applicable regulations, policies and guidance.

Handling and disposal

Except as explained below, catch basin cleanings from storm water-only drainage systems may be disposed at any landfill that is permitted by DEP to accept solid waste.

DEP does not routinely require storm water only catch basin cleanings to be tested before disposal, unless there is evidence that they have been contaminated by a spill or some other means. Contaminated catch basin cleanings must be evaluated in accordance with the Hazardous Waste Regulations, 310 CMR 30.000, and handled as Hazardous Waste if appropriate.

Systems that collect storm water run-off into sanitary sewers are called "combined sewers." DEP may require cleanings from combined sewer catch basins to be tested before disposal.

Landfill restrictions

DEP regulations found at 310 CMR 19.130(7) prohibit Massachusetts landfills from accepting materials that contain free draining liquids. When there is no free water in a truck used to transport catch basin cleanings, the agency will generally be satisfied that the material is sufficiently dry. Otherwise, the material will need to undergo a Paint Filter Liquids Test.

One way to remove liquids is to use a hydraulic lift truck during catch basin cleaning operations so that the material can be decanted at the site. After material from several catch basins along the same system is loaded, the truck may be elevated so that any free draining liquid is allowed to flow back into the drainage structure.

DEP may approve catch basin cleanings for use as grading and shaping material at landfills undergoing closure (see the agency's *Revised Guidelines for Determining Closure Activities at Inactive Unlined Landfill Sites* for additional information). Catch basin cleanings may be used as daily cover or grading material at active landfills only with specific DEP approval of the proposed use.

Consult with the Solid Waste Section Chief in the appropriate DEP Regional Office for information about applying for an approval and/or a Beneficial Use Determination (see 310 CMR 19.060) for other uses, including non-landfill uses.

For more information

Contact Jim Roberts at (617) 292-5983 or James.Roberts@state.ma.us

Massachusetts Department of
Environmental Protection
One Winter Street
Boston, MA 02108-4746

Commonwealth of
Massachusetts
Mitt Romney, Governor

Executive Office of
Environmental Affairs
Ellen Roy Herzfelder, Secretary

Department of
Environmental Protection
Robert W. Gollidge Jr.,
Commissioner

Produced by the
Bureau of Waste Prevention
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Printed on recycled paper.

This information is available in
alternate format by calling our

ADA Coordinator at
(617) 574-6872

Appendix F

Forms

BID FORM

To the City of Quincy, Massachusetts (Municipality):

Regarding: DPW Yard Materials Processing:

The Undersigned, as determined to be an eligible Bidder, declares as follows:

- The only parties interested in this BID as Principals are named herein;
- The undersigned certifies under penalties of perjury that this BID is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity;
- No officer, agent, or employee of the Municipality is directly or indirectly interested in this BID;
- The Bidder has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and has carefully read and examined the Invitation To Bid and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
- Understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and agrees that the Bidder shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise or obtained by him in his own examination of the site, as a basis of or grounds for any claim against the Municipality arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and has made due allowance therefore in this BID;
- And the Bidder understands that the quantities of work tabulated in this BID or indicated on the Drawings or in the Specifications or other Contract Documents are only

approximate and are subject to increase or decrease as deemed necessary by the Municipality;

- And agrees that, if this BID is accepted will contract with the Municipality, as provided in the copy of the Contract Documents deposited in the office of the Municipality, this BID Form being part of said Contract Documents, and that the Bidder will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Municipality as therein set forth, and that the Bidder will take in full payment therefore the lump sum or unit price applicable to each item of the Work as stated in the following schedule:

Bidders must bid on each Base Bid Item (Bid Items 1 and 2). Bidders may also elect to bid on all or a selection (refer to the conditions outlined in Section 1) of the Alternate Bid Items (Alternate Bid Items 3 through 9). All entries in the entire BID must be made clearly and in ink; prices bid must be written in both words and figures. In case of discrepancy, the amount shown in words will govern.

Bidders shall insert extended item prices obtained from quantities and unit prices. In case of discrepancy between the product obtained by multiplying the estimated quantity by the unit price, the actual product shall apply. In case of discrepancy between the sum of the total figure of the items and the total amount listed, the actual sum shall apply.

Receipt of Addenda numbered _____ to _____, inclusive, is acknowledged.

(Bidder) _____

(by) _____

(Title) _____

BASE BID FOR CITY OF QUINCY DPW MATERIALS PROCESSING

Refer to a description of Base Bid Items for more detailed Bid Item Descriptions.

The work of the General Bidder, being all work covered by the Base Bid Items 1 through 2, inclusive.

Bid Item No.	Item Description and Unit Price in Words	Units	Estimated Quantity	Unit Price (In Figures)	Extended Amount (In Figures)
1	Yard Waste Processing including receiving unprocessed materials, tub-grinding, screening, composting, removal, and off-site disposal of processing waste materials.	Cubic Yards (per year)	30,000		
	Dollars and Cents Per Cubic Yard				
2	Brush Processing including receiving unprocessed materials, tub-grinding, stockpiling, removal, and off-site disposal of processing waste materials.	Cubic Yards (per year)	3,000		
	Dollars and Cents Per Cubic Yard				

TOTAL BID FOR CITY OF QUINCY DPW MATERIALS PROCESSING

Total Amount of Base Bid (Items 1 through 2 inclusive) (Year One) (Basis of Award).

\$

(Amount in figures)

(Amount in words)

Contract Award shall be based upon the total of the Base Bid Items above (Items 1-2, inclusive).

MUNICIPALITY'S ALTERNATE BID

As alternate bid items to the Municipality's Base Bid Items, the Municipality requests prices for the below itemized work. The Municipality reserves the right to include or exclude these items as part of the Contract based on the availability of funds. If selected by the Municipality, Alternate Bid Items 3 through 7 indicated below will be added to the base bid items:

Bid Item No.	Item Description and Unit Price in Words	Units	Estimated Quantity	Unit Price (In Figures)	Extended Amount (In Figures)
Alternate Bid Item 3	Site Restoration: Establishment of Contractor's Work Area Boundaries, Concrete Barriers, Perimeter Access Road construction, erosion controls, and loam/seed:	LS	1		
	Dollars and Cents (Lump Sum)				
Alternate Bid Item 4A	Transportation and Delivery of existing stockpiled materials to location designated by Municipality:	Cubic Yard	40,000		
	Dollars and Cents Per Cubic Yard				
Alternate Bid Item 4B	Transportation and Delivery of existing stockpiled materials to location designated by Contractor:	Cubic Yard	40,000		
	Dollars and Cents Per Cubic Yard				
Alternate Bid Item 5	Clean Common Fill including receipt of material, screening, processing, removal, and off-site disposal of processing waste materials:	Cubic Yards (per year)	2,000		
	Dollars and Cents Per Cubic Yard				
Alternate Bid Item 6	Asphalt/Brick/Concrete crushing and off-site disposal:	Cubic Yard (per year)	5,000		
	Dollars and Cents Per Cubic Yard				

Alternate Bid Item 7	Street Sweepings screening and off-site disposal of both street sweepings and processing waste materials:	Cubic Yard (per year)	8,000		
	Dollars and Cents Per Cubic Yard				
Alternate Bid Item 8	Catch Basin Cleanings off-site reuse/disposal:	Cubic Yard (per year)	2,000		
	Dollars and Cents Per Cubic Yard				
Alternate Bid Item 9	Blended Material processing and removal:	Cubic Yards (per year)	13,000		
	Dollars and Cents Per Cubic Yard				

TOTAL MUNICIPALITY'S ALTERNATE BID

Total Amount of Municipality's Alternate Bid Items _____ through _____, inclusive:

\$ _____
 (Amount in figures) *

 (Amount in words) *

*Do not list the net change of total bid. Alternate Bid Items are items that shall be added to the base bid items at the Municipality's sole discretion.

Basis of Award: The basis of award shall be at the Municipality's sole discretion, contingent on the Base Bid Price. The grand total of the Base Bid, Items 1 through 2, inclusive, shall be used to determine the lowest responsive bidder. Contract to be awarded to the lowest responsible and eligible bidder in compliance with Sections 39M of Chapter 30 of the General Laws of the Commonwealth of Massachusetts.

Requirements: Specific items of this Contract may be eliminated or reduced in quantity to keep within limits of available funding, at the Municipality's option. All of the above items shall include labor, materials, equipment, hauling, disposal, transportation, overhead, profit and insurance to cover the work as required in the Contract Documents.

The bidder understands that the Municipality reserves the right to reject any and all bids and to waive any informality in the bidding.

The bid security accompanying this BID shall be in the amount of 5 percent of the BID payable to the City of Quincy.

The time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of the bids and where Federal approval is required, the time for holding bids is 30 days, Saturdays, Sundays and holidays excluded after Federal approval.

The undersigned agrees that if the Municipality accepts this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required PAYMENT BONDS within ten (10) days, Saturdays, Sundays, and legal holidays excluded, after notification that the AGREEMENT and other Contract Documents are ready for signature.

A payment bond in an amount equal to 50 percent of the total amount of the BID with a surety company qualified to do business in the Commonwealth of Massachusetts will be required for the labor and materials bond.

Should the bidder fail to fulfill any of his agreements as hereinabove set forth, the Municipality shall have the right to retain as liquidated damages the amount of the bid check or cash which shall become the Municipality's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Municipality by the Surety.

The bidder, by submittal of this BID, agrees with the Municipality that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Municipality will suffer due to the failure of the bidder to fulfill his agreements as above provided.

The undersigned as Bidder, hereby certifies that he is aware of the applicable requirements of the Williams-Steiger Occupational Safety and Health Act of 1970. (O.S.H.A.), and all latest revisions thereto, and that this Proposal is prepared on the basis of compliance with those requirements.

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; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

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 and that he will comply fully with all laws and regulations applicable to awards made subject to MGL Ch. 30, Section 39M. The bidding and award of the contract will be in full compliance with Section 39M inclusive of Chapter 30 of the General Laws of the Commonwealth of Massachusetts as last revised.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word

"person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The attached CERTIFICATE OF NON-COLLUSION must be signed and submitted as part of the Bid Proposal.

Respectfully submitted:

(Name of General Bidder)

By _____

(Signature and title of authorized representative)

SEAL (if corporation)

Date _____

(Telephone Number)

(Business address)

The following documents are attached to and made a condition of the bid, and shall be filed with the bid:

- Bid Security (5%)
- Completed Bid Form
- References
- Completed Non-Collusive Affidavit
- Completed Certificate as to Corporate Vote
- Completed Certificate as to Payment of State Taxes
- Completed Certificate of OSHA 10-Hour Training

END OF BID FORM

REFERENCES

The Bidder is required to list three or more of its firm's recent projects of a similar character as required for acceptable bid. References will enable the Municipality to judge his experience, skill, and business standing.

Project Name: _____
Project Location: _____
Contract Amount: \$ _____ Completion Date: _____
Municipality: _____
Contact Name: _____ Telephone: _____
Architect/Engineer: _____
Contact Name: _____ Telephone: _____

Project Name: _____
Project Location: _____
Contract Amount: \$ _____ Completion Date: _____
Municipality: _____
Contact Name: _____ Telephone: _____
Architect/Engineer: _____
Contact Name: _____ Telephone: _____

Project Name: _____

Project Location: _____

Contract Amount: \$_____ Completion Date: _____

Municipality: _____

Contact Name: _____ Telephone: _____

Architect/Engineer: _____

Contact Name: _____ Telephone: _____

FORM OF NON-COLLUSIVE AFFIDAVIT
(AFFIDAVIT FOR BIDDER)

State of _____

County of _____

_____ being first duly sworn, certifies under penalties of perjury,

That it is _____, the party making the foregoing proposal or bid, that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Signature of:

_____ Bidder,
if bidder is an individual

_____ Partner,
if bidder is a partnership

_____ Officer,
if bidder is a Corporation

Subscribed and sworn to before me this _____ day of _____, 2012.

Notary Public

My commission expires: _____ 20_____

END OF FORM OF NON-COLLUSIVE AFFIDAVIT

CERTIFICATE OF CORPORATE VOTE
(CORPORATION ONLY)

At a duly authorized meeting of the Board of Directors of _____
held on _____, it was VOTED that, _____,

(Name)
_____ of this company, be and hereby is authorized to execute
(Officer)

bidding, documents, contracts, and bonds in the name and on behalf of said company,
and affix its corporate seal hereto; and such execution of any contract or obligation in
this company's name on its behalf by such officer under seal of the company, shall be
valid and binding upon this company.

I hereby certify that I am the clerk of the above named corporation and that
_____ is the duly elected officer as above of said
company, and that the above vote has not been amended or rescinded and remains in
full force and effect as the date of this contract.

Clerk

Date

Affix Corporate Seal

END OF CERTIFICATE OF CORPORATE VOTE

OSHA 10 HOUR TRAINING

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

_____ certifies that:

All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

(Signature of authorized representative of Contractor)

END OF OSHA 10 HOUR TRAINING

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ organized under the laws of the State of _____ and having a usual place of business in _____, as principal, and _____ organized under the laws of the State of _____ and having a usual place of business in _____, as surety, are holden and stand firmly bound unto the City of Quincy, Massachusetts as obligee, in the sum of _____ (\$_____) Dollars lawful money of the United States of America, to and for the true payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has, by means of a written agreement, dated _____ entered into a contract with the said obligee for the **DPW Yard Materials Processing** project, a copy of which agreement is attached hereto and by reference made a part hereof.

NOW THEREFORE, The conditions of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, then this obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

IN WITNESS WHEREOF, the above-bounded parties have hereunto set our hands and seals this _____ day of _____ in the year Two Thousand Twelve.

Important: Attach herewith proof of authority of officers or agents to sign Bond.

PRINCIPAL:

SURETY:

By: _____
(Title) _____

By: _____
(Title) _____

END OF PAYMENT BOND

Appendix G

Laboratory Data

Summary of Analytical Results
City of Quincy ABC Material and Street Sweepings BUD
Transmittal #X230614

Appendix G - Laboratory Analytical Data		Q-ABC-1 (11/3/09)		Q-ABC-2 (11/3/09)		Q-ABC-3 (11/3/09)		Q-SS (11/3/09)		Q-ABC-4 (2/24/10)		Q-PIPE-1 (2/24/10)		Q-PIPE-2 (2/24/10)		Q-PIPE-3 (2/24/10)		Q-PIPE-4 (2/24/10)		SS-1 (3/13/09)		SS-2 (3/13/09)		SS-3 (3/13/09)		SS-4 (3/13/09)					
Compound Name	CAS Number	Sample Result (ug/kg)	Reporting Limit (ug/kg)																												
Sample Parameters																															
Total Petroleum Hydrocarbons	-	170,000	21,800	160,000	20,600	700,000	22,600	420,000	24,300	78,000	58,100	-	-	-	-	-	-	-	-	-	-	33,600	0	2,800	0	26,600	0	25,400	0		
pH (S.U.)	-	8.01	NA	7.3	NA	6.99	NA	7.23	NA	8.55	NA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Flashpoint (°C)	-	>200	NA	>200	NA	>200	NA	>200	NA	>93	NA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Reactive Cyanide (mg/Kg-dry)	57-12-5	ND	0.23	ND	0.21	ND	0.23	ND	0.24	ND	5.81	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Reactive Sulfide (mg/Kg-dry)	7783-06-4	ND	0.23	ND	0.21	ND	0.23	ND	0.24	ND	1.43	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
E.coli (cfu/g-dry)	-	-	-	-	-	-	-	-	-	>600	11.6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Conductivity (umhos/cm)	-	450	1	41	1	155	1	61	1	660	0.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Asbestos - PLM																															
Asbestos (%)	-	-	-	-	-	-	-	-	-	-	-	ND	0	-	-	-	-	-	-	-	-	-									
Polychlorinated Biphenyls (PCBs)																															
Aroclor 1016	12674-11-2	ND	150	ND	150	ND	150	ND	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Aroclor 1221	11104-28-2	ND	150	ND	150	ND	150	ND	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Aroclor 1232	11141-16-6	ND	150	ND	150	ND	150	ND	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Aroclor 1242	53469-21-9	ND	150	ND	150	ND	150	ND	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Aroclor 1248	12672-29-6	ND	150	ND	150	ND	150	ND	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Aroclor 1254	11097-69-1	ND	150	ND	150	ND	150	ND	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Aroclor 1260	11096-82-6	ND	150	ND	150	ND	150	ND	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Aroclor 1262	37324-23-5	ND	150	ND	150	ND	150	ND	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Aroclor 1268	11100-14-4	ND	150	ND	150	ND	150	ND	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EPH Ranges - MADEP EPH																															
Adjusted C11-C22 Aromatics	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ND	18,200	ND	13,000	56,900	11,200	109,000	11,100			
C09-C18 Aliphatics	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ND	18,200	ND	13,000	ND	11,200	ND	11,100			
C19-C36 Aliphatics	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31,700	18,200	ND	13,000	30,700	11,200	51,800	11,100			
Unadjusted C11-C22 Aromatics	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ND	18,200	ND	13,000	83,500	11,200	134,000	11,100			
EPH Target Analytes - MADEP EPH																															
Naphthalene	91-20-3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ND	182	ND	130	ND	112	117	111			
2-Methylnaphthalene	91-67-6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ND	182	ND	130	127	112	ND	111			
Acenaphthene	83-32-9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ND	182	ND	130	283	112	247	111			
Phenanthrene	85-01-8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ND	182	334	130	3,770	112	2,990	111			
Acenaphthylene	208-96-8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ND	182	ND	130	ND	112	150	111			
Fluorene	86-73-7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ND	182	ND	130	335	112	320	111			
Anthracene	120-12-7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ND	182	ND	130	901	112	802	111			
Fluoranthene	206-44-0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	625	182	682	130	5,210	112	4,890	111			
Pyrene	129-00-0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	618	182	647	130	5,600	112	5,350	111			
Benzo(a)Anthracene	56-55-3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	342	182	275	130	2,080	112	2,200	111			
Chrysene	218-01-9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	516	182	329	130	2,270	112	2,250	111			
Benzo(b)Fluoranthene	205-99-2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	675	182	188	130	1,740	112	1,700	111			
Benzo(k)Fluoranthene	207-08-9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	267	182	148	130	1,070	112	1,200	111			
Benzo(a)Pyrene	50-32-8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	316	182	195	130	1,600	112	1,660	111			
Indeno(1,2,3-cd)Pyrene	193-39-5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ND	182	ND	130	688	112	706	111			
Dibenz(a,h)Anthracene	53-70-3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ND	182	ND	130	119	112	ND	111			
Benzo(g,h)perylene	191-24-2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ND	182	ND	130	620	112	810	111			
Volatile Organic Compounds (VOC's)																															
Vinyl Chloride	75-01-4	ND	35	ND	31	ND	39	ND	51	ND	58.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Bromomethane	74-83-9	ND	35	ND	31	ND	39	ND	51	ND	58.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Chloroethane	75-00-3	ND	35	ND	31	ND	39	ND	51	ND	58.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Acetone	67-64-1	ND	180	ND	150	ND	200	ND	250	ND	581	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1,1-Dichloroethane	75-35-4	ND	35	ND	31	ND	39	ND	51	ND	58.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Carbon Disulfide	75-15-0	ND	35	ND	31	ND	39	ND	51	ND	58.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Methylene Chloride	75-09-2	ND	350	ND	310	ND	390	ND	510	ND	581	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
tert-butyl Methyl Ether	1634-04-4	ND	35	ND	31	ND	39	ND	51	ND	58.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
trans-1,2-dichloroethane	156-60-5	ND	35	ND	31	ND	39	ND	51	ND	58.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1,1-Dichloroethane	75-34-3	ND	35	ND	31	ND	39	ND	51	ND	145	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2-Butanone	78-93-3	ND	180	ND	150	ND	200	ND	250	ND	349	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2,2-dichloropropane	594-20-7	ND	35	ND	31	ND	39	ND	51	ND	145	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
cis-1,2-dichloroethane	156-59-2	ND	35	ND	31	ND	39	ND	5																						

Summary of Analytical Results
City of Quincy ABC Material and Street Sweepings BUD
Transmittal #X230614

Appendix G - Laboratory Analytical Data	CAS Number	Q-ABC-1 (11/3/09)		Q-ABC-2 (11/3/09)		Q-ABC-3 (11/3/09)		Q-SS (11/3/09)		Q-ABC-4 (2/24/10)		Q-PIPE-1 (2/24/10)		Q-PIPE-2 (2/24/10)		Q-PIPE-3 (2/24/10)		Q-PIPE-4 (2/24/10)		SS-1 (3/13/09)		SS-2 (3/13/09)		SS-3 (3/13/09)		SS-4 (3/13/09)	
		Sample Result (ug/kg)	Reporting Limit (ug/kg)																								
RCRA 8 Metals																											
Arsenic	7440-38-2	1,910	640	2,200	710	1,630	740	2,310	790	ND	5,520	-	-	-	-	-	-	-	-	ND	17,600	ND	12,700	ND	11,100	ND	10,700
Barium	7440-39-3	19,600	320	13,500	360	11,600	370	20,800	400	20,000	5,520	-	-	-	-	-	-	-	-	58,700	17,600	40,300	12,700	29,100	11,100	25,900	10,700
Cadmium	7440-43-8	ND	320	ND	360	ND	370	ND	400	ND	1,100	-	-	-	-	-	-	-	-	ND	1,760	ND	1,270	ND	1,110	ND	1,070
Chromium	7440-47-3	6,360	320	9,450	360	6,070	370	9,540	400	21,600	5,520	-	-	-	-	-	-	-	-	ND	35,200	ND	25,500	ND	22,200	ND	21,400
Lead	7439-92-1	22,300	320	14,000	360	21,900	370	41,300	400	44,100	5,520	-	-	-	-	-	-	-	-	103,000	29,300	72,600	21,200	38,400	18,500	36,400	17,800
Mercury	7439-97-6	ND	65	ND	71	ND	74	ND	80	ND	242	-	-	-	-	-	-	-	-	211	145	148	90	86	83	139	93
Selenium	7782-49-2	ND	640	ND	710	ND	740	ND	790	ND	5,520	-	-	-	-	-	-	-	-	ND	11,700	ND	8,490	ND	7,400	ND	7,130
Silver	7440-22-4	ND	320	ND	360	ND	370	ND	400	ND	552	-	-	-	-	-	-	-	-	ND	880	ND	637	ND	554	ND	534
Semivolatile Organic Compounds (SVOC's)																											
n-Nitrosodimethylamine	62-75-9	ND	170	ND	160	ND	170	ND	180	ND	581	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pyridine	110-86-1	ND	110	ND	100	ND	110	ND	120	ND	581	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Phenol	108-95-2	ND	280	ND	260	ND	280	ND	300	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Aniline	62-53-3	ND	110	ND	100	ND	110	ND	120	ND	581	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
bis(2-Chloroethyl)ether	111-44-4	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Chlorophenol	95-57-8	ND	110	ND	100	ND	110	ND	120	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1,3-Dichlorobenzene	541-73-1	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1,4-Dichlorobenzene	106-46-7	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1,2-Dichlorobenzene	95-50-1	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Methylphenol	95-48-7	ND	110	ND	100	ND	110	ND	120	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
bis(2-chloroisopropyl)ether	108-60-1	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3, 4-Methylphenol	106-44-5	ND	110	ND	100	ND	110	ND	120	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
n-Nitroso-di-n-propylamine	621-64-7	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hexachloroethane	67-72-1	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nitrobenzene	98-95-3	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Isophorone	78-59-1	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Nitrophenol	88-75-5	ND	280	ND	260	ND	280	ND	300	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4-Dimethylphenol	105-67-9	ND	560	ND	520	ND	570	ND	600	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Benzoic acid	65-85-0	ND	840	ND	780	ND	850	ND	890	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
bis(2-Chloroethoxy)methane	111-91-1	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4-Dichlorophenol	120-83-2	ND	110	ND	100	ND	110	ND	120	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1,2,4-Trichlorobenzene	120-82-1	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Naphthalene	91-20-3	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4-Chloroaniline	106-47-8	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hexachlorobutadiene	87-68-3	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4-Chloro-3-methylphenol	59-50-7	ND	280	ND	260	ND	280	ND	300	ND	581	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Methylnaphthalene	91-57-6	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hexachlorocyclopentadiene	77-47-4	ND	56	ND	52	ND	57	ND	60	ND	581	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4,6-Trichlorophenol	88-06-2	ND	110	ND	100	ND	110	ND	120	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4,5-Trichlorophenol	95-95-4	ND	110	ND	100	ND	110	ND	120	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Chloronaphthalene	91-58-7	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Nitroaniline	88-74-4	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dimethyl phthalate	131-11-3	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Acenaphthylene	208-96-8	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,6-Dinitrotoluene	606-20-2	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3-Nitroaniline	99-09-2	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Acenaphthene	83-32-9	83	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4-Dinitrophenol	51-28-5	ND	280	ND	260	ND	280	ND	300	ND	581	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4-Nitrophenol	100-02-7	ND	280	ND	260	ND	280	ND	300	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dibenzofuran	132-64-9	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4-Dinitrotoluene	121-14-2	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Diethyl phthalate	84-66-2	ND	110	ND	100	ND	110	ND	120	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fluorene	86-73-7	110	56	ND	52	100	57	70	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4-Chlorophenyl phenyl ether	7005-72-3	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4-Nitroaniline	100-01-6	ND	56	ND	52	ND	57	ND	60	ND	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4,6-Dinitro-2-methylphenol	534-52-1	ND	280	ND	260	ND	280	ND	300	ND	581	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
n-Nitrosodiphenylamine	86-30-6	ND	56	ND	52	ND	57	ND	60																		