



**CITY OF GREENFIELD
Purchasing Department**

CONTRACT 19-01

**Demolition of 188 Main Street
And Related Work**

- | | | |
|-----------------------------|---|---|
| Mandatory Site Visit | - | Thursday, July 11, 2019 @ 10:00 am |
| Questions Due | - | Tuesday, July 16, 2019 @ 4:00 pm |
| Answers Due | - | Friday, July 19, 2019 @ 4:00 pm |
| Bids Due | - | Wednesday, July 24, 2019 @ 2:00 pm |

July 2019

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ADVERTISEMENT FOR BIDDERS

City of Greenfield
14 Court Square
Greenfield, MA 01301

The City of Greenfield invites qualified contractors to submit a bid proposal for the demolition of the building at 188 Main Street. Sealed bids addressed to the Purchasing Department, 14 Court Square, Greenfield, Massachusetts, 01301 and endorsed "19-01 Demolition of 188 Main Street" will be accepted by the Purchasing Department, on the second floor of the City Hall. Bid submissions will be accepted until 2:00 pm on Wednesday, July 24, 2019 at which time said bids will be publicly opened and read aloud in the Community Meeting Room 203 on the second floor of the City Hall.

Sealed bids must be mailed or hand delivered to:
Purchasing Department
14 Court Square, 2nd Floor
Greenfield, MA 01301

Electronic submissions will not be considered.

The work includes:

- Demolition, removal and disposal of the building at 188 Main Street, including oil heating system equipment, and site restoration;
- Protection of property not designated to be disturbed, and maintaining public safety during the project;
- Stabilization of site and abutters buildings;
- Coordination, as necessary, with geotechnical Engineer, asbestos monitoring Consultant, Mass DOT Rail & Highway Divisions, Pan Am Railroad, Amtrak, and properties adjacent to the site.

Plans, specifications and bid forms may be obtained starting at 10:00 a.m. Wednesday, July 3, 2019 from the City of Greenfield's website at www.greenfield-ma.gov under "Departments", "Purchasing", and "Active Bids/RFQ/RFP" or electronically from the Purchasing Department of the City of Greenfield at purchasing@greenfield-ma.gov or by calling Phil Wartel at 772-1569 ext. 2131.

The Bid Security from the Contractor in the form of cash, certified check, treasurer's check, or cashier's check, drawn upon a responsible bank in the Commonwealth of Massachusetts, or a bid bond in the amount of five percent (5%) of the bid, shall be made payable to the City of Greenfield, MA and shall be enclosed with the bid.

A 100% Performance Bond and a 100% Payment Bond will be required of the successful bidder.

Attention is called to the following:

- A. Bids for this project are subject to the provisions of the Massachusetts General Laws Chapter 149, Section 29C.
- B. Wages are subject to Massachusetts minimum wage rates as per M.G.L. Chapter 149, Section 26 to 27H inclusive.

- C. Prospective contractors shall be a Massachusetts licensed Asbestos Abatement Contractor in accordance with Massachusetts Department of Labor Standard (MADLS) 453 CMR 6.0 Regulations, and shall be DCAMM Certified in “Demolition”. It shall be noted that the building structure will be demolished and disposed of as asbestos-containing material in accordance with a Non-Traditional Work Plan (NTWP) approved by the Massachusetts Department of Environmental Protection (MADEP).
- D. All pertinent regulations ordinances and statutes of the City of Greenfield and the State of Massachusetts will be rigidly enforced.
- E. The successful bidder must comply with Chapter 151B as amended, of the Massachusetts General Laws and with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975 pertaining to Equal Opportunity Anti-Discrimination and Affirmative Action.
- F. The successful bidder shall comply with the requirement to purchase Railroad Protective Liability Insurance per MassDOT, Pan Am, & Amtrak Insurance Requirements.

A mandatory site visit is scheduled for Thursday, July 11, 2019 at 10:00 am at 188 Main Street, Greenfield, MA. Hardhats and fluorescent vests are required for the site visit.

The responsive and responsible bidder offering the lowest price shall be awarded the project subject to the availability of funding. The City of Greenfield reserves the right to reject any or all bids or to waive any informality in the bidding.

The Contract/Bid/Proposal awarding authority is:

City of Greenfield
14 Court Square
Greenfield, MA 01301

INFORMATION FOR BIDDERS

Demolition of 188 Main Street

The City of Greenfield invites qualified contractors to submit a bid proposal for the demolition of 188 Main Street.

INFORMATION FOR BIDDERS

Location and work to be done:

The work herein specified to be done (herein sometimes referred to as the “Work”) consists of the demolition of 188 Main Street and related work. Removal of equipment related to the old oil burner heating system, is part of this project. The sewer, water, electric, and gas services have been cut and capped or disconnected. Extreme care must be taken to prevent any damage to the adjacent buildings, structures, and features.

Note: Identified asbestos-containing materials within the interior and exterior of the building cannot be abated by traditional asbestos methods as outlined by Massachusetts Department of Environmental Protection (MADEP) 310 CMR 7.15 and Massachusetts Department of Labor Standards (MADLS) 453 CMR 6.00 Regulations due to the structural integrity of the building. Therefore, the City of Greenfield will apply for a Non-Traditional Asbestos Work Plan (NTWP) with the MADEP in order to demolish and dispose of the entire building structure as asbestos-containing waste material. The Contractor shall refer to Section 020800 for specific requirements associated with the NTWP. **SEE APPENDIX B: Site Photos**

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other items necessary to do all the work required for the completion of the Work, as specified.

The Contractor shall be DCAMM Certified in “Demolition” operations in the State of Massachusetts.

The Work to be done and paid for shall not be limited to the extent mentioned or described by the Contract Documents, but shall include all incidental work necessary or customarily done for the completion of the work.

Questions Regarding Drawings and Documents. In general, no answers will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the pictures by Huntley Associates, P.C., Pre-Demolition Conditions Survey Report, Non-Traditional Asbestos Work Plan (NTWP), Contract Documents, or the equality or use of products or methods other than those designated or described in the specifications. Any information given to bidders other than by means of pictures and other Contract Documents, including Addenda, as described below, is given informally, for information and the convenience of the bidder only and is not guaranteed. The bidder agrees that such information shall not be used as the basis of, nor shall the giving of, any such information entitle the bidder to assert any claim or demand against the owner or the engineer on account thereof.

To receive consideration, such questions shall be submitted in writing to the City on or before July 16, 2019 at 4:00 PM to Purchasing at purchasing@greenfield-ma.gov. If the question involves the equality or use of products or methods it must be accompanied by drawings, specifications or other data in sufficient detail to enable the City to determine the equality or suitability of the product or method. In general, the City will neither approve nor disapprove particular products prior to the opening of Bids; such products will be considered when offered by the Contractor for incorporation into the Work.

The City will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his or her sole judgment are appropriate or necessary and his or her decision regarding each. At least three days prior to the receipt of Bids, he/she will send a copy of these Addenda to those prospective bidders known to have taken out sets of the Drawings and other Contract Documents.

The Contractor agrees to use the products and methods designated or described in the Specifications as amended by the Addenda.

Bidders to Investigate. Bidders are required to submit their Bids upon the following express conditions which shall apply to and be deemed a part of every Bid received, specifically: Bidders must satisfy themselves by personal examinations of the site of the work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the Work, the difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.

A mandatory site visit will be scheduled on Thursday, July 11, 2019 at 10:00 am at 188 Main Street, Greenfield, Massachusetts. Hardhats and fluorescent vests are required for the site visit.

No claim for extra compensation or extension of time will be allowed when caused by the Contractor's failure to properly estimate the quantities, locations, access opportunities, conditions, and measurements of all items required to complete the work which could be discerned from visiting the site.

1.0 Information not Guaranteed.

All information given in the Contract Documents relating to sub-surface and other conditions, natural phenomena, existing pipes and other structures is from the best sources at present available to the City. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

Existing Building: Documentation of existing conditions is approximate and intended for reference purposes only. It is the responsibility of the Contractors to visit the site and familiarize themselves with the areas to be demolished and disposed of. Before performing any work or ordering any materials, verify all measurements and existing building conditions and be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the drawings or specifications; any difference which may be found shall be submitted to the Consultant in writing for consideration before proceeding with the work.

It is agreed and understood that the City does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction, will be the same as those indicated in the other Contract Documents.

It is agreed further and understood that no bidder or contractor shall use or be entitled to use any of the information made available to him or her, or obtained in any examination made by him or her in any manner as a basis of or ground for any claim or demand against the City, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

1.1 Submitting Bids.

All Bids must be upon the blank form for Bid annexed hereto, state the proposed price of each item of the Work, both in words and in figures, and be signed by the Bidder with his or her business address and place of residence.

Bidders shall not remove and submit the Bid pages separate from the volume of Contract Documents, but shall submit their Bids bound with the complete volume of attached Contract Documents, including all pages correctly assembled.

Each bid shall be submitted to the City in a sealed envelope. On the outside of the envelope shall be written the bidder's name and address and the name of the project for which the Bid is submitted; "**19-01 Demolition of 188 Main Street**". If forwarded by mail or other carrier, the sealed envelope containing the Bid and marked as directed above, must be enclosed in another envelope addressed to the City. The City will not be responsible for misdirected mail or deliveries not received by the closing due date and time for bids.

NOTE: Electronic submissions will not be accepted.

1.2 Time for Completion.

The successful bidder will be required to substantially complete the Work within sixty (60) consecutive calendar days from the Notice to Proceed. Substantial completion is the stage of a construction project that is sufficiently complete in accordance with the contract for the owner to occupy and/or utilize it for its intended use, without undue interference.

It is the intention of the City of Greenfield to complete this work at the soonest possible date, therefore; the successful contractor will be required to execute the contract within ten (10) days of award. A preconstruction meeting will be scheduled thereafter, a notice to proceed will be given; and the contractor is to start the Work immediately.

1.3 Withdrawal of Bids.

Except as hereinafter in this subsection otherwise expressly provided, once his or her Bid is submitted and received by the City for consideration and comparison with other bid similarly submitted, the bidder agrees that he/she may not and will not withdraw it within 40 (forty) consecutive calendar days after the actual date of the opening of Bids. Upon proper written request and identifications, Bids may be withdrawn as follows:

- At any time prior to the designated time for the opening of Bids.
- Provided the Bid has not therefore been accepted by the City at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his or her Bid.

Unless a Bid is withdrawn as provided above, the Bidder agrees that it shall be deemed open for acceptance until the City notifies a Bidder in writing that his or her Bid is rejected or that the City does not intend to accept it. Notice of acceptance of a Bid shall not constitute rejection of any Bid.

1.4 Ability and Experience of Bidder.

No award will be made to any Bidder who cannot satisfy the City that he or she has sufficient ability and experience in this class of work and sufficient capital and plant to enable him or her to prosecute and complete the Work successfully within the time named. The City decision or judgment on these matters shall be final, conclusive, and binding.

- Bidders must have a minimum of 10 years experience in demolition projects of a similar size and scope.
- The Bidder must submit a list of comparable projects completed within the last five (5) years with contact information.
- Bidder must submit a list of current projects (within the past year) with the contact information.
- It is preferred that the Bidder has prior experience working in and around railroad property, adjacent to active rail lines, coordinating with a railroad for flagmen, if required, etc.
- The Contractor shall be an Asbestos Abatement Contractor licensed to perform asbestos operations in the State of Massachusetts.

The City may make such investigations as it deems necessary, and the Bidder shall furnish to the City, under oath if so required, all such information, and data for this purpose as the City may request.

1.5 Bids.

The City may reject Bids which in its sole judgment are incomplete, conditional, obscure, or not responsive, or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the City may waive such omissions, conditions or irregularities.

- The cost of the preparation and delivery of bid documents is considered a part of the cost of doing business and as such will not be reimbursed, regardless of circumstances.
- If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

1.6 Right to Reject Bids.

The City reserves the right to reject any or all Bids, or alternative Bid Items should the City deem it to be in the public interest to do so.

1.7 Execution of Agreement.

The Bidder whose bid is accepted will be required, and agrees, to duly execute the AGREEMENT, after notification that the AGREEMENT is ready for signature.

1.8 Insurance Certificates.

The Contractor will not be permitted to start any construction work until he or she has submitted certificates covering all insurance called for, and has obtained approval in writing of such certificates from the City. Before starting, and until completion of the guarantee period, the Contractor shall procure, deposit, and maintain with the City, insurance satisfactory to the City as follows:

Workmen’s Compensation and Employer’s Liability Insurance as required by the Workmen’s Compensation Laws of the Commonwealth of Massachusetts.

Comprehensive Commercial Liability Insurance covering Bodily Injury and Property Damage (Broad Form) as follows:

Limits of Liability	\$5,000,000 each occurrence
	\$10,000,000 aggregate

The Comprehensive Commercial Liability Policy shall also provide insurance for the Contractor for Bodily Injury and Property Damage to third persons arising out of:

- Work performed by the Contractor himself/herself with his or her own employees, called “premises operations.”
- Work performed by his or her subcontractors, called “sublet work” or Independent Contractors (this is referred to as Contractor’s Protective Liability).

The Contractor’s liability assumed under this contract is called “Hold Harmless” clauses or indemnity agreement. (This is referred to as Contractual Liability Insurance).

Products liability coverage covering the completed building or installation or products furnished. (This is called Products Liability Insurance for the manufacturer and Complete Operations Liability Insurance for the Contractor).

If any work is to be performed below the surface of the ground, the coverage shall be extended to include protection against property damage caused by explosion (including blasting), collapse of structures and damage to underground pipes and utilities. (This is known as “XCU” coverage).

- The Contractor shall also include \$5 million per occurrence umbrella coverage for pollution liability written in "true occurrence basis" without a sunset clause. The pollution exclusion shall be amended to add back coverage for all pollution claims and shall be maintained for 2 years after completion of the project.

Comprehensive Automobile Liability Insurance covering Bodily Injury and Property Damage, as follows:

Limits of Liability

Bodily Injury	\$500,000 each person
	\$1,000,000 each accident
Property Damage	\$1,000,000 each accident

This insurance is to apply with respect to all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of this contract.

All policies shall be so written that the City will be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment. Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed in duplicate with the City before operations are begun. **Such certificates not only shall name the types of policy provided, but shall also refer specifically to this Contract and article and the above paragraphs in accordance with which insurance is being furnished and shall state that such insurance is as required by such paragraphs of this Contract and shall be sufficiently comprehensive as to permit the owner to determine that the required insurance coverage has been provided without the necessity of examining the individual insurance policies.**

If the initial insurance expires prior to completion of the Work, renewal certificates shall be furnished by the date of expiration.

The Contractor shall require each of his or her sub-contractors to procure and maintain until the completion of that sub-contractor's work, insurance of the types and to the limits specified in **1.8 Insurance Certificates**, above, and 1.9 MassDOT, Pan Am, & Amtrak Insurance Requirements. It shall be the responsibility of the Contractor to insure that all his or her sub-contractors comply with all of the insurance requirements contained herein relating to such sub-contractors.

No insurances required or furnished hereunder shall, in any way, relieve the contractor of, or diminish any of his or her responsibilities, obligations and liabilities under the Contract.

1.9 MassDOT, Pan Am, & Amtrak Insurance Requirements

(a) Carriers, Policies

All insurance provided for in this Section shall be in effect under valid and enforceable policies, issued by insurers of recognized as responsibility licensed and doing business in Massachusetts and having a so-called Best's Rating of "A" or better. Upon execution of this License and thereafter not less than sixty (60) days prior to the expiration dates from time to time of the policies required pursuant to this Section, certificates of such insurance or, upon request, duplicate originals of the policies, in either case bearing notations evidencing the payment of premiums reasonably satisfactory to Licensor, shall be delivered to Licensor and the Railroad(s).

(b) Waiver of Subrogation

All policies of insurance required to be carried by Licensee hereunder shall include a clause or endorsement denying to the insurer rights by way of subrogation against Licensor or the Railroad(s).

(c) Non-cancellation

Each policy or certificate issued by an insurer shall contain an agreement by the insurer that such policy shall not be canceled, non-renewed or substantially modified without at least sixty (60) days prior written notice to Licensee and the Railroad(s).

(d) Railroad Protective Liability Insurance

During periods when Licensee is performing any Work, Licensee shall procure and maintain, with respect to the activities and operations of Licensee and its contractors, subcontractors, or other agents at or near the Premises railroad protective liability insurance with a limit of not less than Five Million Dollars (\$5,000,000) covering bodily injury to or death of one person and injury to or destruction of property of any one person and, subject to that limit for each person, with umbrella coverage of Ten Million (\$10,000,000) Dollars for all damages arising out of bodily injury to or death of two or more persons in any one accident, and for all damages arising out of injury to or destruction of property. Licensor and the Railroad(s) shall be named insured's on the railroad protective liability insurance policy.

Licensee shall furnish to the Railroad(s) a signed copy of said policy of insurance prior to entry upon the railroad right of way, and shall simultaneously provide a copy of the policy to Licensor.

The above insurance hereinbefore specified and the insurance required in subparagraphs (f) and (g) below shall be carried until all Work required or permitted to be performed under the terms of this License is satisfactorily completed, as evidenced by the formal written approval of Licensor and the Railroad(s). Failure to keep or carry such insurance in force as required herein until all work is satisfactorily completed shall constitute a material breach and a default of this License.

(e) **Mass DOT Rail Road Permit Requirements** (Refer to Appendix C)

(f) **General Commercial Liability Insurance**

At all times during the Term, Licensee shall procure and maintain Commercial General Liability Insurance, insuring Licensee, Licensor and the Railroad(s), and all activities permitted or required hereunder, as well as Licensee's indemnification obligations contained in this License, with minimum liability coverage limits for personal injury, bodily injury and property damage of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Umbrella liability coverage with limits of not less than Five Million Dollars (\$5,000,000) covering all Work performed must also be provided. Such insurance shall be written on an-occurrence basis (rather than a claims-made basis). This policy shall name Licensor and the Railroad(s) as additional insured's.

(g) **Automobile Liability Insurance**

Licensee shall procure and maintain automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) covering all owned, non-owned, hired, rented or leased vehicles of Licensee and its employees, officers and invitees that are used in the activities permitted hereunder. This policy shall name Licensor and the Railroad(s) as additional insured's. Each of Licensee's contractors, subcontractors and consultants shall have similar coverage of vehicles that are used at or near the Premises.

(h) **Workers Compensation Insurance**

Licensee shall maintain Workers Compensation Insurance insuring all persons employed by Licensee in connection with any work done on or about the Premises, with respect to which claims for death or bodily injury could be asserted against Licensor or the Railroad(s), or the Premises, with limits of liability of not less than those required by Massachusetts General Laws, Chapter 152, as amended. Each of Licensee's contractors, subcontractors and consultants shall have similar policies covering their employees.

(i) **Self Help**

If at any time Licensor or the Railroad(s) learns that any of Licensee's required insurance coverage is not in place or has lapsed or been terminated and any part of Licensee's Improvements remain on the Premises, then Licensor or the Railroad(s) may, but shall have no obligation to, procure sure insurance on behalf of Licensee and at Licensee's sole cost.

(j) **Increases in Coverage**

Licensor may require reasonable increases in the limits of the above insurance coverage's during the Extended Term.

1.10 Comparison of Bids

Bids will be compared on the basis of lump-sum stated in the BID. In the event that there is a discrepancy in the Bid between the lump-sum written in words and figures, the prices written in words shall govern. The City agrees to examine and consider each Bid submitted in consideration of the Bidder's agreements, as hereinabove set forth and as set forth in the BID.

1.11 Bid Security

The Bid Security from the contractor in the form of cash, certified check or treasurer's or cashier's check drawn upon a responsible bank in the Commonwealth of Massachusetts or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the City of Greenfield, Massachusetts and shall be enclosed with the bid. Bid security shall include the cost of any and all alternates that may be listed.

Each such check may be held by the City as security for the fulfillment the bidder's agreements as hereinabove set forth and as set forth in the BID. Should the bidder fail to fulfill such agreements, their bid check shall become the property of the City as liquidated damages; otherwise, the bid check shall be returned to the bidder as hereinafter provided.

Bid checks will be returned to all except the three lowest bidders within three days, Sundays and legal holidays excluded, after the owner and the accepted bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted bidder and the owner within 40 consecutive calendar days after the opening of bids, the bid check will be returned promptly upon demand of any bidder who has not been notified of the acceptance of their bid.

None of the three lowest bids shall be deemed rejected, notwithstanding acceptance of any bid, until the AGREEMENT has been executed by both the City and the accepted bidder.

The bid deposit must be enclosed in the sealed envelope containing the bid.

1.12 Disputes.

In the event of a dispute as to any of the terms and conditions of this contract, it shall be determined in accord with the laws of the Commonwealth of Massachusetts and the Courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction of the same.

1.13 Addenda.

This bid may include an addenda number/numbers (To be identified on the Bid Form by the Bidder)

1.14 Minimum Wage Rates.

In the employment of mechanics, teamsters, chauffeurs, and laborers in the construction of the public work projects, the Minimum Wage rates shall be paid as issued by the Commissioner of Labor and Industries of Massachusetts, in accordance with Sections 26 and 27 of Chapter 149, of the General Laws, as amended, and as included in Attachment B Massachusetts Prevailing Wage Rates, and Appendix A or Federal Wage rates as included in Appendix C, whichever pays more.

1.15 Equal Employment Opportunity Anti-Discrimination and Affirmative Action.

The successful bidder must comply with Chapter 151B as amended, of the Massachusetts General Laws and with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975 pertaining to Equal Opportunity Anti-Discrimination and Affirmative Action.

1.16 Notice to Proceed and Pre-Construction Conference:

A written Notice to Proceed shall be issued to the Contractor after receipt of proof of required insurance, bonds, and execution of the Contract. No work shall be performed by the Contractor until he has received the Notice to Proceed.

Prior to the start of the demolition, the Contractor, all subcontractors, the project manager, Consultants, Engineers, and the owner shall attend a pre-construction conference. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed.

The date, time, and place of the conference will be furnished to the Contractor by the project manager or Chief Procurement Officer.

1.17 Bonds: A 100% Payment Bond and a 100% Performance Bond is required in the full amount of the contract.

FORMS FOR BID

BID FORM

To the City of Greenfield, Massachusetts, (hereinafter called the "Owner") acting through its Procurement Department, duly authorized therefore, who act solely for said City and without personal liability to themselves:

Gentlemen:

The undersigned _____, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the proposed form of Proposal and the Specifications (and amendments thereto); and he/she bids and agrees, if this bid is accepted, that the bidder will furnish all materials and labor necessary for the completion of the Work as specified in the Proposal, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder agrees that the Owner will have forty (40) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informality in the Proposals if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Proposal Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The Bidder will take in full payment, therefore, the following Base Bid Price and Unit Prices, to wit:

BASE BID

Item Number	Estimated Quantity	Brief Description; unit or lump-sum price bid in both words and figures
1	1 Lump Sum	Demolition and Disposal of 188 Main Street and associated Site Work.

of: _____ dollars and _____ cents

Total in Figures: (\$ _____)

UNIT PRICE SCHEDULE

The following Unit Prices shall be provided as part of the Bid. Unit prices shall be used as a basis for deductions or additions to the contract against the estimated quantities outlined below and in the specifications. Unit prices shall include all labor, equipment, materials and related items, overhead, profit, and insurance necessary to complete the work as specified. Failure to submit unit prices for add and deduct may be considered an incomplete bid. The difference in Unit Prices between Add and Deduct amounts shall not exceed 15%.

DESCRIPTION OF WORK	ESTIMATE QUANTITY	ADD AMOUNT	DEDUCT AMOUNT
Item 2: Material to backfill from sidewalk to rear parking lot level	2 Tons	\$/Ton	\$/Ton
Item 3: Cast in-place concrete (4000 psi) to include forms, site prep, structural rebar, stripping and finish	12 CY	\$/CY	\$/CY

Item 4: Cast in-place concrete wall (8' high x 16' wide) 4000 psi	128 SF	\$_____/SF	\$_____/SF
Item 5: Six (6) foot tall chain link fence with steel posts, installed with 3 foot wide lockable gate.	100 LF	\$_____/LF	\$_____/LF

If this BID is accepted by the City, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated as otherwise expressly provided in the AGREEMENT.

The total price for Items 1 through 5 inclusive, with item #2 calculated at 200 tons, derived as described in the INFORMATION FOR BIDDERS under the heading "Comparison of Bids," is ** _____ dollars and _____ cents

Total in Figures: (\$ _____)

As provided in the INFORMATION FOR BIDDERS, the bidder hereby agrees that he/she will not withdraw this BID within 40 consecutive calendar days after the actual date of the opening of BIDS and that, if the City shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of their agreements, as hereinabove set forth, the City shall have the right to retain as liquidated damages the amount of the bid check which shall become the City's property.

This BID includes Addenda number * _____.**

** Bidder must fill in this blank

*** To be filled in by Bidder if Addenda are issued.

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

The Bidder hereby certifies he/she shall comply with the minority manpower ration and specific action steps contained in the STATE REQUIREMENTS under Massachusetts Equal Employment Program, including the minority contractor compliance. Prior to the award of the Contract, the Contractor must submit a Contractor's Certification of Compliance. The Contractor receiving the award of the Contract shall be required to obtain from each of its Sub-Contractors and submit to the contracting or administering agency prior to the performance of any work under said Contract a certification by said Sub-Contractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the Massachusetts Equal Employment Program.

Name of Bidder _____

(SEAL)

By _____
(Signature and title of authorized representative)

(Business Address)

(City & State)

Date _____

The Bidder is a corporation incorporated in the State (or Commonwealth) of _____
_____. (Bidder must add and delete, as necessary, to make this sentence read correctly).

(Note: If the Bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners, and if an individual, give residential address if different from business address.)

CERTIFICATE OF NON-COLLUSION

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

Signature of individual submitting bid or proposal

Name of Business

TAX COMPLIANCE CERTIFICATION

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

Signature of individual submitting bid or proposal

Name of business

DEBARMENT STATEMENT

(To be used for any public construction project)

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

DEBARMENT (Chapter 550, Acts of 1991)

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

DATE: _____

Typed or Printed Name of Person Signing

Authorized Official's Signature

Company or Corporation

Contractor's Certification

Name of Project: **19-01 Demolition of 188 Main Street**

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:

CONTRACTOR'S CERTIFICATION

_____ certified that:

it tends to use the following listed construction trades in the work under the contract 19-01 and will comply with the minority manpower ration and specific affirmative action steps required by law, and will obtain from each of its Sub-Contractors and submit to the contracting or administering agency prior to the award of any Sub-Contract under this contract the Sub-Contractor certification required by these bid conditions.

Signature of authorized representative
of Contractor.

Sub-Contractor's Certification

Name of Project **19-01 Demolition of 188 Main Street**

Prior to the award of any sub-contract, regardless of tier, the prospective sub-contractor must execute and submit to the prime contractor the following certification, which will be deemed a part of the resulting sub-contract:

SUB-CONTRACTOR'S CERTIFICATION

_____ certifies that:

it tends to use the following listed construction trades in the work under the sub-contract and; will comply with the minority manpower ration and specific affirmative action steps required by law; and will obtain from each of the sub-contractors prior to the award of any sub-contract under this sub-contractor certification required by these bid conditions.

Signature of Authorized Representative

In order to ensure that the said sub-contractor's certification becomes a part of all sub-contractors under the prime contract, no sub-contract shall be executed until an authorized representative of the City agency (or agencies) administering this project has determined, in writing, that the said certification has been incorporated in such sub-contract, regardless of tier. Any sub-contract executed without such written approval shall be void.

OSHA TRAINING CERTIFICATION

Pursuant to M.G.L. Ch. 30, Sec. 39S (A), I certify under the penalties of perjury to the following:

that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work;

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

(Signature of authorized representative of Bidder)

(Name of authorized representative of Bidder)

(Name of business)

AGREEMENT

OWNER-CONTACTOR AGREEMENT

This Agreement made the ____ day of _____, 2019____, by and between the City of Greenfield, hereinafter called the "Owner", and _____ hereinafter called the "Contractor".

Witnesseth, that the Owner and the Contractor, for the consideration herein under named, agree as follows:

Article 1. Scope of Work: The Contractor shall perform all Work required by the Contract Documents for the **19-01 Demolition of 188 Main Street and Related Work.**

Article 2. Time of Completion: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion within 60 calendar days of said date. Liquidated Damages in the amount of \$1,000/per day shall be applicable for each and every day required to complete the project beyond the substantial completion date.

Article 3. Contract Sum: The Owner shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of _____ dollars (\$_____).

Article 4. The Contract Documents: The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Bidding Documents, Contract Forms, Specifications as enumerated in the Table of Contents, the drawings, Asbestos NTWP, Geotechnical report, and all Modifications issued after execution of the Contract.

Article 5. REAP Certification: Pursuant to M.G.L. c.62(c), sec.49 (a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Article 6. Validation: This Contract will not be valid until signed by the City Accountant for the City of Greenfield.

Contractor	Awarding Authority
Name of Contractor	For the City of Greenfield
Address	Signature and Seal
By: _____	_____
Signature and Seal	Title
Witness: _____	Approved as to Appropriation:
	City Accountant

¹ If a Corporation, attach a notarized copy of Corporate Vote authorizing signatory to sign contract.

Certificate of Acknowledgment if Contractor is a Corporation

For AGREEMENT

State of _____)

SS:

County of _____)

On this _____ day of _____, 20____ ,

Before me personally appeared _____

To me known, who being by me duly sworn, did depose and say as follows:

That he/she resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed y order of the Board of Directors of said corporation; and that by the like order he/she signed thereto his/her name and official designation.

Signature of Notary Public

(Seal)

Printed Typed Name of Notary Public

My commission expires: _____

NOTICE TO PROCEED:

Date: _____

Project: 19-01 Demolition of 188 Main Street

Owner: City of Greenfield, MA

Owner's Contract No.: 19-01

Contract: Demolition of 188 Main Street

Contractor:

Contractor's Address:

(Send Certified Mail, Return Receipt Requested)

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents and must be substantially complete within 60 consecutive calendar days.

Before Contractor may start any Work at the Site, Contractor must provide certificates of insurance required to be purchased and maintained in accordance with the Contract Documents.

Owner
Given by:

Authorized Signature

Title

Date

Copy to Engineer

BONDS

LABOR & MATERIALS (PAYMENT) BOND

(NOTE: This Bond is issued simultaneously with the attached Performance Bond in favor of the City.)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

_____ (an individual, a partnership, a corporation)

duly organized under the Laws of the State (or Commonwealth) of _____,

and having a usual place of business at _____,

as Principal, and _____, a corporation

duly organized under the Laws of the State (or Commonwealth) of _____,

and having a usual place of business at _____,

as Surety, are holding and stand firmly bound and obligated unto the City of Greenfield,

Massachusetts, as obligee, in the sum of _____,

lawful money of the United States of America to and for the true payment whereof we bind

ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated _____

Has entered into a contract with the said obligee for _____

a copy of which AGREEMENT is attached hereto and by reference made a part hereof.

NOW, THEREFORE, THE CONDITION of this obligation is such that if the Principal shall promptly make payments to all claimants as hereinafter defined, for all labor performed or furnished and for all materials and equipment furnished for or used or in connection with the Work called for by said AGREEMENT and/or Contract and any modifications thereof, including lumber used, but not incorporated in said Work, and for the rental or hire of vehicles, tools and other appliances and equipment furnished for or used in connection with said Work, this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, materials, and/or equipment used or reasonably required for use in the performance of the said Work, labor and materials, being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the said AGREEMENT and/or Contract and any modifications thereof.
2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90)

days after the date on which the last of such claimant's work or labor was done or performed, or materials or equipment were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by a claimant,
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the City or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials or equipment for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials or equipment were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City, or Surety at any place where an office is regularly maintained for the transaction of business, or served in the state in which the said Work is located, save that such service need not be made by a public officer;
 - b. After the expiration of one (1) year following the date on which the Principal ceased work on said AGREEMENT and/or Contract and any modifications thereof, it being understood, however, that if any limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the said Work, or any part thereof, is situated, or in the United States District Court for the district in which the said Work, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said AGREEMENT and/or Contract or said Work, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety, for value received, agrees further that no changes in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed there under, and that no extensions of time given or changes made in the manner or time of making payments there under, shall in any way affect the Surety's obligations on this Bond, and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extensions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____

counterparts of this Bond, this _____ day of _____, 20_____

(NOTE:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its

_____(Seal)

Principal

_____(Seal)

Principal

_____(Seal)

Principal

corporate name by its duly authorized officer or officers.

If this Bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of their power of attorney showing their authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.)

_____(Seal)
Surety

_____(Seal)
Surety

_____(Seal)
Surety

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as **Principle**, and
_____ as Surety, are held and firmly bound unto the
City of Greenfield, MA, as Obligee, in the sum of _____ dollars
(\$ _____) to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves,
our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

Whereas, the said **Principle** has made a contract with the **Obligee**, bearing the date of _____ 2019 for
the demolition of 188 Main Street, Greenfield (Contract 19-01) in Franklin County, Massachusetts.

Now the condition of this obligation is such that if the **Principal** and all subcontractors under said contract shall
well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract
on its part to be kept and performed during the original term of said contract and any extensions thereof that may
be granted by the **Obligee**, with or without notice to the **Surety**, and during the life of any guaranty required under
the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and
conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may
hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived,
then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

In the event that the contract is abandoned by the **Principal**, or in the event that the Obligee, under the
provisions of the General Conditions of said contract terminates the employment of the **Principal** or the
authority of the **Principal** to continue the work, said **Surety** hereby further agrees that said **Surety** shall, if
requested in writing by the Obligee, take such action as is necessary to complete said contract.

In witness whereof we hereunto set our hands and seals this _____ day of _____, 2019

PRINCIPAL

SURETY

By: _____

By: _____

Seal

Attorney-in Fact

Attest: _____

Attest: _____

The rate for this bond is 100% for the amount of this contract: \$ _____

The total premium for this bond is \$ _____

Bond Number: _____

- 1. Name and Address of Agent or Agency receiving commission on this Performance and Payment Bond.

- 2. Name and Address of Resident Agent, if any, of Surety, or other Agent appointed by Surety to Whom Notice should be sent (Must be completed by Attorney-in-Fact of Surety).

Surety

Corporate Seal

**Certificate of Acknowledgment of Contractor if a Corporation
For CONTRACT BONDS**

State of _____)

SS:

County of _____)

On this _____ day of _____, 20__ ,

Before me personally appeared _____

To me known, who being by me duly sworn, did depose and say as follows:

That he/she resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed y order of the Board of Directors of said corporation; and that by the like order he/she signed thereto his/her name and official designation.

Signature of Notary Public

(Seal)

Printed Typed Name of Notary Public

My commission expires: _____

SPECIAL CONDITIONS

SPECIAL CONDITIONS

TITLE

- 1.1 Construction Warning Signs and Fencing
- 1.2 Traffic Control
- 1.3 Access to Property
- 1.4 Conflict or Inconsistency
- 1.5 Percentage of Progress Payments to be Retained
- 1.6 Liquidated Damages

1.1 Construction Warning Signs and Fencing. All construction warning signs and Security fencing shall be erected in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways. All construction warning signs and fencing shall be erected and maintained by the Contractor at his/her own expense. Contractor to install concrete barriers and a full 6' tall security fencing around perimeter of work area during all activities on the street, and to secure site and equipment during non-working hours.

1.2 Traffic Control. For control of moderate traffic, the Contractor shall provide an adequate number of flagmen employed at his or her own expense.

Whenever and wherever, in the opinion of the City Engineer, traffic is sufficiently congested or public safety is endangered, the Contractor will furnish uniformed special officers to direct traffic and to keep traffic off the roads area affected by construction operations. Such officers shall be in addition to the watchmen, required under other provisions of the contract.

The employment or presence of traffic flagmen, special officers, or police shall, in no way, relieve the Contractor of any responsibility or liability, which is his or her under the terms of the Contract. MassDOT will coordinate with the railroad to have flagmen on site as necessary.

1.3 Access to Property. The Contractor shall, wherever possible, leave an unobstructed way along walks and roadways, and shall maintain barriers and lights for the protection of all persons and property in all locations where materials are stored or work is in progress. The Contractor shall coordinate the location of on-site trailers, equipment storage areas and dumpsters with the Owner.

Temporary handicap ramps shall be constructed according to the Commonwealth of Massachusetts Architectural Barrier Board Regulations 521 CMR.

1.4 Conflict or Inconsistency. If there be any conflict or inconsistency between the provisions of the SPECIAL CONDITIONS and the provisions of the other Contract Documents, the provision of the SPECIAL CONDITIONS shall prevail. If there be any conflict or inconsistency between the provisions of the AGREEMENT and the provisions of any of the Contract Documents other than the SPECIAL CONDITIONS, the provisions of the AGREEMENT shall prevail.

1.5 **Percentage of Progress Payments to be Retained.** The percentage of value to be retained under that Subsection of the GENERAL CONDITIONS, entitled “Progress Payments”, shall be five (5) percent.

1.6 **Liquidated Damages.** The Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the times specified. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceedings the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner \$1,000 for each day that expires after the time specified.

GENERAL CONDITIONS

GENERAL CONDITIONS

TITLE

1.1	Definitions
1.2	The Contract Documents
1.3	Obligation and Liability of Contractor
1.4	Supervision of Work
1.5	Patents
1.6	Compliance with Laws
1.7	Provisions Required by Law Deemed Inserted
1.8	Permits
1.9	Not to Sublet or Assign
1.10	Delay by City
1.11	Time for Completion
1.12	Liquidated Damages
1.13	Employ Sufficient Labor and Equipment
1.14	Intoxicating Liquors
1.15	Access to Work
1.16	Examination and Inspection of Work
1.17	Defective Work, Etc.
1.18	Protection Against Water and Storm
1.19	Right to Materials
1.20	Changes
1.21	Extra Work
1.22	Extension of Time on Account of Extra Work
1.23	Change Not to Affect Bonds
1.24	Claims for Damages
1.25	Abandonment of Work or Other Default
1.26	Prices for Work
1.27	Monies May Be Retained
1.28	Formal Acceptance
1.29	Progress Estimates
1.30	Partial Acceptance
1.31	Final Estimate and Payment
1.32	Liens
1.33	Claims
1.34	Application of Monies Retained
1.35	No Waiver
1.36	Liability of City
1.37	Guarantee
1.38	Retain Money for Repairs
1.39	Cleaning Up
1.40	Legal Address of Contractor
1.41	Modification of Termination

- 1.1 **Definitions.** Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

The word "Owner" shall mean the City of Greenfield.

The word "Contractor" shall mean the party of the second part above designated.

The word "Specifications" when used herein shall be deemed to refer to both the General and Detail Specifications.

The words "herein," "hereinafter," "hereunder," and words of like import shall be deemed to refer to the Contract Documents.

- 1.2 **The Contract Documents.** The AGREEMENT, the INFORMATION FOR BIDDERS, the Contractor's BID as accepted by the City, the SPECIAL CONDITIONS, the GENERAL CONDITIONS, the TECHNICAL SPECIFICATIONS, the DRAWINGS, and all ADDENDA and AMENDMENTS to any of the foregoing collectively constitute the Contract Documents, and are sometimes herein referred to as the "Contract."

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the SPECIAL CONDITIONS and the provisions of any of the other Contract Documents, the provisions of the SPECIAL CONDITIONS shall prevail. In the event of conflict or inconsistency between the provisions of the GENERAL CONDITIONS and the provisions of the Contract Documents other than the SPECIAL CONDITIONS, the provisions of the GENERAL CONDITIONS shall prevail.

- 1.3 **Obligations and Liability of Contractor.** The Contractor shall do all work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at prices herein agreed upon.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

The Contractor shall coordinate their operations with those of any other consultants, engineers, and contractors who may be employed on other work of the City, shall avoid

interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct their work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, they shall maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property.

The Contractor shall indemnify and hold harmless the City of Greenfield, MassDOT Rail & Highway Divisions, Pan Am, and their officers, agents, servants, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, cost and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, their officers, agents, servants or employees, any of their subcontractors, the City or any of its respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suit and proceedings.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. they shall, in no way, be relieved of their responsibility by any right of the City to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the City to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from the indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

The Contractor shall conduct their operations so as not to damage existing structures or work installed either by them or by other contractors. In case of any such damage resulting from their operations, they shall repair and make good as new the damaged portions at their own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to the City for the acts and omissions of their subcontractors, their officers, agents, servants and employees as they is for their own acts and omissions and those of their own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the City therefore, other than for any extension of time, but shall have recourse solely to such other contractor or subcontractor. If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the contractor or of any of their subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, cost and expenses, including attorneys' fees, arising out of, relating to or resulting for such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against them in connection with the Work or their operations under the Contract, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

- 1.4 **Supervision of Work.** The Contractor shall be solely responsible for supervision of the Work, shall give the Work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the City, asbestos consultant, structural/geotechnical engineer, MassDOT, and the railroad, in every possible way.

At all times, the Contractor shall have as their agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the City, without delay, and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the contractor shall replace them with another person approved by the City; such approval, however, shall, in no way, relieve or diminish the contractor's responsibility for supervision of Work.

Whenever the Contractor or their agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instruction may be given by the City to, and shall be received and obeyed by, the foreman or any other person in charge of the particular work involved.

- 1.5 **Patents.** The Contractor shall indemnify and save harmless the City and all persons acting for or on behalf of the City from all claims and liability of any nature or kind, and all damages, cost and expenses, including attorneys' fees arising from or occasioned by an infringement or alleged infringement of any patents or patent rights on any invention, process, material, equipment, article or apparatus, or any part thereof, furnished and

installed by the contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the City.

- 1.6 **Compliance with Laws.** The Contractor shall keep fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance rule, regulation, order, decree, or other requirement, the Contractor shall forthwith report the same to the City in writing. The Contractor shall, at all times, observe and comply with, and cause all their agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and they shall protect, indemnify and save harmless the City, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of their agents, servants, employees or subcontractors.
- 1.7 **Provisions Required by Law Deemed Inserted.** Each and every provision of Law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.
- 1.8 **Permits, Bonds, Fees.** The Contractor shall take out and maintain all necessary permits from the county, municipal, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.
- 1.9 **Not to Sublet or Assign.** The Contractor shall constantly give their personal attention to the faithful execution of the Work, shall keep the same under their personal control, shall not assign the Contract or sublet the work or any part thereof without the previous written consent of the City, and shall not assign any of the monies payable under the Contract, or their claim thereto, unless by and with the like written consent of the City and the Surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.
- 1.10 **Delays by City.** The City may delay the beginning of the Work or any part thereof if the necessary lands or rights of way for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to an extension of time as hereinafter provided.

1.11 Time for Completion. The rate of progress shall be such that the Work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated under INFORMATION FOR BIDDERS, 1.2 Time for Completion, except as otherwise expressly provided herein.

It is agreed that the rate of progress herein required has been purposely made low enough to allow for the ordinary and foreseeable delays incident to construction work of this character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress and completing the Work within the stipulated time limit.

If delays are caused by acts of God, acts of Government, unavoidable strikes, extra work, or other causes or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the Work, be entitled to additional time to perform and complete the Work, provided that the Contractor shall, within ten (10) days from the beginning of such delay notify the City, in writing, of the cause and particulars of the delay. Upon receipt of such notification, the City shall review and evaluate the cause and extent of the delay. If, under the terms of the GENERAL CONDITIONS, the delays properly excusable, the City will, in writing, appropriately extend the time for completion of the Work. The Contractor agrees that they shall not have or assert any claim for nor shall they be entitled to any additional compensation or damages on account of such delays. The time in which the Work is to be performed and completed is of the essence of this Contract.

1.12 Liquidated Damages. In case the Contractor fails to complete the Work satisfactorily on or before the date of completion fixed herein or as duly extended as hereinbefore provided, the Contractor agrees that the City shall deduct from the payments due the Contractor each month, the sum set forth under the SPECIAL CONDITIONS for each calendar day of delay, which sum is agreed upon not as a penalty but as fixed and liquidated damages for each day of such delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other monies due or to become due the Contractor, and, in case such damages shall exceed the amount of all monies due or to become due the Contractor, the Contractor or their Surety shall pay the balance to the Owner.

1.13 Employ Sufficient Labor and Equipment. If, in the sole judgment of the City, the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the City may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the City deems necessary to enable the Work to progress properly.

1.14 Intoxicating Liquors. The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.

1.15 Access to Work. The City and its officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

1.16 Examination and Inspection of Work. The City and the contracted geotechnical engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for

ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

Should the Work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or their inspector and without their written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

Examination or inspection of the Work shall not relieve the Contractor of any of their obligations to perform and complete the Work as required by the Contract.

1.17 Defective Work, Etc. Until acceptance and during the applicable guarantee period thereafter, the Contractor shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the Contract or applicable guarantee and shall pay to the City all resulting costs, expenses, losses, or damages suffered by the City.

If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work or selected for the same, is rejected by the City as unsuitable or not in conformity with the Specifications or any of the other contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at their own cost and expense make good and replace the same.

1.18 Protection Against Water and Storm. The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly or through the ground. In case of damage by storm or water, the Contractor shall at their own cost and expense make such repairs or replacements or rebuild such parts of the Work as the City may require in order that the finished Work may be completed as required by the Contract.

1.19 Right to Materials. Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the City. Nothing in this subsection shall relieve the Contractor of their duty to protect and maintain all such materials, equipment, apparatus and other items.

1.20 Changes. The City may make changes in the Work and in the Drawings and Specifications by making alterations therein, additions thereto or omissions there from. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore at the unit prices stipulated in the Contract for such work, except that if unit prices are not stipulated for such work, compensation for additional or

increased work shall be made as provided hereinafter under the subsection titled "Extra Work;" and for eliminated or decreased work the Contractor shall allow the owner a reasonable credit.

The Contractor agrees that they shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

1.21 Extra Work. The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the City, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the City so elects, for the actual cost of such work, as determined by the Contractor and approved by the City, plus a percentage of such cost, as set forth below. No extra work shall be paid unless specifically ordered as such in writing by the City.

The cost of extra work done under (b) above shall include the actual cost to the Contractor of materials used and equipment installed, common and skilled labor, and foremen, and the fair rental of all machinery and equipment used on the extra work for the period of such use. At the request of the City, the Contractor shall furnish an itemized statement of the cost of the extra work ordered as above and give the City access to all records, accounts, bills and vouchers and correspondence relating thereto.

The Contractor may include in the cost of extra work the amounts of additional premiums, if any, (other than premiums on bonds) paid on the required insurance on account of such extra work, of Social Security or other direct assessments upon the Contractor's payroll by Federal or other properly authorized public agencies, and of other approved assessments when such assessments are not normally included in payments made by the Contractor directly to their employees, but in fact, are, and are customarily recognized as, part of the cost of doing work.

The fair rental for all machinery and equipment shall be based upon the most recent edition of "Compilation of Rental Rates for Construction Equipment," published by the Associated Equipment Distributors, or a similar publication approved by the City. Rental for machinery and equipment shall be based upon an appropriate fraction of the approved monthly rate schedule. If said extra work requires the use of machinery or equipment not already on the site of the Work, the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the Work shall be added to the fair monthly rental; provided however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

The Contractor shall not include in the cost of extra work any cost or rental of small tools, building, or any portion of the time of the Contractor, their superintendent, or their office and engineering staff.

To the cost of extra work done by the Contractor's own forces under (b) above (determined as stated above), the Contractor shall add 15 percent (15%) to cover their overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work, and profit.

In the case of extra work done under (b) above by a subcontractor, the subcontractor shall compute, as above, their cost for the extra work, to which they shall add 15 percent (15%) as in the case of the Contractor, and the Contractor shall be allowed an additional 15 percent (15%) of the subcontractor's cost

for the extra work to cover the costs of the Contractor's overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work, and profit. Said subcontractor's cost must be reasonable and approved by the City.

If extra work is done under (b) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record of such extra work shall include the names of men employed, the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed both by the Contractor's authorized representative and by the City. A separate daily record shall be submitted for each Extra Work Order.

1.22 Extension of Time on Account of Extra Work. When extra work is ordered near the completion of the Contract or at any time during the progress of the Work, which unavoidably increases the time for the completion of the Work, an extension of time shall be granted as hereinbefore provided.

1.23 Changes Not to Affect Bonds. It is distinctly agreed and understood that any changes made in the Work or the drawings or specifications therefore (whether such changes increase or decrease the amount thereof or the time require for its performance) or any changes in the manner or time of payments made by the City to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the CONTRACT BONDS given by the contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

1.24 Claims for Damages. If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, they shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the City a written, itemized statement in triplicate of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, their claim for damages shall be deemed waived, invalid and unenforceable and that they shall not be entitled to any compensation for any such alleged damages.

1.25 Abandonment of Work or Other Default. If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the City, or the Contract or any moneys payable hereunder shall be assigned otherwise than as herein specified, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the City may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue such Work or such part thereof as the City may designate; and the City may, upon giving such notice by contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the Work, the City shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the City any losses, damages, costs and expenses, including

attorneys' fees, sustained or incurred by the City by reason of any of the foregoing causes. For the purposes of such completion, the City may, for itself, or for any contractors employed by the City, takes possession of an dues or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorneys' fees and any and all other charges incurred by the City under this subsection shall be charged against the Contractor and deducted and/or paid by the City out of any moneys due or payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the City shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges together with all payments therefore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the Work had been properly performed an completed by the Contractor, the Contractor shall be entitled to receive the difference, and, in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments therefore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the City.

1.26 Prices for Work. The City shall pay and the Contractor shall receive the prices stipulated in the BID made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

1.27 Monies May Be Retained. The City may at any time refrain from any monies which would otherwise be payable hereunder so much thereof as the City may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damages and damages chargeable to the Contractor hereunder.

1.28 Formal Acceptance. The Contract Documents constitute an entire contract for one whole and complete Work or result. Fixing of the date of completion and acceptance of the Work or a specified part thereof shall only be effective when accomplished by a writing specifically so stating and signed by the City.

1.29 Progress Estimates. Once a month, except as hereinafter provided, the City shall make an estimate in writing of the total amount and value of the work done to the first of the month by the Contractor. The City shall retain a percentage of such estimated value, as set forth under SPECIAL CONDITIONS, as part security for fulfillment of the Contract by the Contractor and shall deduct from the balance all previous payments made to the Contractor, all sums chargeable against the Contractor and all sums to be retained under the provisions of the Contract. The City shall pay monthly to the Contractor the balance not deducted and/or retained as aforesaid, except that payment may be withheld at any time, if in the judgment of the City, the work is not proceeding in accordance with the Contract. If the City deems it expedient to do so, it may cause estimates and payments to be made more frequently than once in each month. No progress estimate or payment need be made when in the judgment of the City, the total value of the work done since the last estimate amounts to less than the amount set forth under SPECIAL CONDITIONS.

Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component part, together with a quantity and a unit price for each part so that the sum of the products of

prices and quantities will equal the Contract price for the item. This schedule shall be submitted by the Contractor for and must have the approval of the City before the first estimate becomes due.

If the City determines that the progress of the Work will be benefited by the delivery to the site of certain materials and equipment, when available, in advance of actual requirement therefore and if such materials and equipment are delivered and properly stored and protected, the cost to the contractor or subcontractor as established by invoices or other suitable vouchers satisfactory to the City, less the retained percentages as above provided, may be included in the progress estimates; provided always that there be duly executed and delivered by the contractor to the City at the same time a Bill of Sale in form satisfactory to the City, transferring and assigning to the City full ownership and title to such materials or equipment.

1.30 Partial Acceptance. The City may, at any time, in a written order to the contractor (1) declare that they intend to use a specified part of the Work which, in their opinion, is sufficiently complete, in accordance with the Contract Documents, to permit its use; (2) enclose a tentative list of items remaining to be completed or corrected, and (3) fix the date of acceptance of that specified part of the Work.

Within forty-five (45) days after acceptance under this subsection, the City shall make an estimate, in writing, of the amount and value of the part of the Work, so accepted and shall pay said amount to the Contractor after deducting all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract, said payment to be made at the time of the next monthly progress estimate.

Acceptance by the City under this subsection shall not relieve the Contractor of any obligations under the Contract Documents except to the extent agreed upon in writing between the City and the Contractor.

The City shall have the right to exclude the Contractor from any part of the Work which has been accepted, but the City will allow the Contractor reasonable access thereto to complete or correct items on the tentative lists.

1.31 Final Estimate and Payment. As soon as practicable (but not more than sixty-five (65) days) after final completion of the Work, the City shall make a final estimate, in writing, of the quantity of Work done under the Contract and the amount earned by the Contractor.

The City shall pay to the Contractor the entire amount found to be earned and due hereunder after deducting there from all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract. Except as in this subsection otherwise provided such payment shall be made not later than fifteen (15) days after, but in no event before, the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable Lien Law, or, if such time is not specified by law, the expiration of thirty (30) days after the completion of the Engineer's final estimate.

All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment.

1.32 **Liens.** If, at any time, any notices of lien are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the City shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

1.33 **Claims.** If, at any time, there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the City may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or be reason thereof.

1.34 **Application of Monies Retained.** The City may apply any moneys retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages liabilities, suits, judgments and awards incurred, suffered or sustained by the City and chargeable to the Contractor hereunder or as determined hereunder.

1.35 **No Waiver.** Neither the inspection by the City, nor any order, measurement, approval, determination, decision of certificate by the City for the payment of money; nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by the City, nor any extension of time, nor any other act or omission of the City shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or herein reserved to the City, nor of any right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the City shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by their subcontractors or by any other person or persons.

1.36 **Liability of City.** No person, firm or corporation, other than the Contractor who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the City or any agent of the City and neither the City nor any agent of the City shall be liable for or be held to any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the City and of very agent of the City of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or on account of any act or neglect of the City or of any agent of the City or of any other person, arising out of, relating to or by reason of the Work, except the claim against the City for the unpaid balance, if any there be, of the amounts retained as herein provided.

1.37 **Guarantee.** The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance

with the Drawings, Specifications, and other Contract Documents, that the strength and function of all parts of all manufactured equipment and installed materials shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection titled "Partial Acceptance," the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

1.38 Retain Money for Repairs. The City may retain out of the moneys otherwise payable to the Contractor hereunder a percentage of the amount thereof as set forth under SPECIAL CONDITIONS, and may expend the same, in the manner hereinafter provided in making such repairs, corrections or replacements in the Work as the City, in its sole judgment, may deem necessary.

If, at any time within the said period of guarantee, any part of the Work requires repairing, correction or replacement, the City may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, correction, or replacements to the satisfaction of the City within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such work with diligence, the City may employ other persons to make the same. The City shall pay the cost and expense of the same out of the amounts retained for that purpose. Upon the expiration of the said period of guarantee, provided that the Work at that time is in good order the Contractor will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expense of making said repairs, correction or replacements, in the manner aforesaid, have been paid there from.

1.39 Cleaning Up. The Contractor, at all times, shall keep the site of the Work free from rubbish and debris caused by their operations under the contract. When the Work has been completed, the Contractor shall remove from the site of the Work all of their plant, machinery, tools, construction equipment, temporary work and surplus materials so as to leave the Work and the site clean and ready for use.

1.40 Legal Address of Contractor. The Contractor's business address and their office at or near the site of the work are both hereby designated at places to which communications in a postpaid wrapper directed to the contractor's business address in a post office box regularly maintained by the Post Office Department or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the contractor, and the date of such service shall be the date of receipt. The first-named address may be changed at any time by an instrument, in writing, executed and acknowledged by the contractor and delivered to the City. Service of any notice, letter or other communication upon the contractor personally shall likewise be deemed sufficient service.

1.41 Modification or Termination. Except as otherwise expressly provided herein, the contract may not be modified or terminated except in writing signed by the parties hereto. The cost of the preparation of bid documents is considered a part of the cost of doing business and as such will not be reimbursed, regardless of circumstances.

PRE-DEMOLITION CONDITIONS SURVEY

1. GENERAL

A. GENERAL REQUIREMENTS

- i. Attention is directed to **ATTACHMENT A: Pre-demolition Conditions Survey Report**, which are hereby made a part of the Specifications.
- ii. Examine all Drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section.
- iii. A geotechnical Engineer and asbestos abatement Consultant will oversee the project and the demolition contractor shall work in cooperation with the geotechnical Engineer and Consultant.
- iv. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under this Contract.

SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 010100 - SUMMARY OF WORK

1. GENERAL PROVISIONS

A. The Conditions of the Contract apply to this section.

2. GENERAL SCOPE OF WORK

A. The Work under the Contract consists of building demolition and site restoration work as designated in the Contract Documents.

B. All work shall be performed by Massachusetts licensed Contractors in accordance with local, state and federal regulations.

C. All costs associated with the above-described work as well as work described under the Contract shall be borne by the Contractor. The City of Greenfield shall not be responsible for any costs associated with this work.

D. In addition, the Work under the Contract includes:

1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. Providing and restoring, where appropriate, all temporary facilities.

3. TIME OF COMPLETION

A. In accordance with the Contract, all work shall be completed within **Sixty (60) consecutive calendar days**.

4. WORK UNDER SEPARATE CONTRACT

A. Coordination by Owner

The following items shall be provided by others under a separate agreement with the Owner for which the Owner has coordinating responsibility.

- Industrial Hygiene (Asbestos Project Monitoring) services.
- Materials Testing (Soil Compaction) services
- Geotechnical Engineering Services

B. Coordination by Contractor

The following items shall be provided by others under a separate agreement with the Owner for which the Contractor has coordinating responsibility.

- Industrial Hygiene (Asbestos Project Monitoring) services. The Contractor shall coordinate all required inspections and clearance testing with the Owner's Consultant for work on the project.
- Materials Testing (Soil Compaction) services. The Contractor shall coordinate all

- required inspections and compaction testing required for work on the project.
- Geotechnical Engineering Services
- MASS DOT Rail & Highway Division
- Pan Am Railroad

5. ITEMS FURNISHED BY OWNER

A. None

6. ITEMS TO BE SALVAGED FOR OWNER

A. None

END OF SECTION

SECTION 010400 - EXISTING CONDITIONS

1. GENERAL PROVISIONS

- A. The Conditions of the Contract apply to this section.

2. EXISTING CONDITIONS

- A. Before submitting a bid, the Contractor shall make a thorough examination of the conditions at the site, checking the requirements of the Plans and Specifications with the existing conditions.
- B. No claim for extra compensation or extension of time will be allowed on account of the Contractor's failure to estimate properly the quantities, locations, and measurements of all items required to complete the work which could be discerned from visiting the site.
- C. The Contractor shall report any discrepancies to the Owner's Consultant and request an interpretation.

3. EXISTING BUILDINGS

- A. Documentation of existing conditions are approximate and are intended for reference purposes only. It is the responsibility of the Contractors to visit the sites and familiarize themselves with the spaces to be demolished and disposed. Before performing any work or ordering any materials, verify all measurements and existing building conditions and be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the Drawings or specifications; any difference which may be found shall be submitted to the Consultant in writing for consideration before proceeding with the work.

END OF SECTION

SECTION 010500 - CONDUCT OF THE WORK

1. GENERAL PROVISIONS

A. The Conditions of the Contract apply to this section.

2. PROJECT MANAGEMENT

- A. The building is unoccupied and scheduled for demolition. The Contractor shall be responsible for security of the building and site once possession is granted under the Contract. All entrances shall remain secure as a result of the construction work specified under this Contract.
- B. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient personnel and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- C. Unless specifically authorized by the Owner, in writing, the work shall be conducted between the hours of 7:00 a.m. and 4:30 p.m. on Monday through Friday. No work is to be done on holidays, Saturdays, or Sundays without prior approval of the Owner.
- D. Storage of materials, tools, and/or equipment within the site shall be authorized and coordinated through the Owner.
- E. Only materials and/or equipment intended and necessary for immediate use shall be brought onto the project site. At the end of each workday and at the completion of each phase of work, equipment and leftover or unused materials shall be removed from the workareas.
- F. Workers shall refrain from smoking while performing work at the project, except for designated areas authorized by the Owner. The Contractor shall remove from the project workers who consistently violate this provision.
- G. Contractor shall develop a project schedule indicating time period and sequence for completion of the work. The schedule upon approval shall be adhered to. Any deviations from the schedule could be subject to penalties at the discretion of the Owner. Contractor shall pay special attention to the sequence as follows:
- Demolition of the Structures
 - Off-site disposal
 - Cleaning of the site
 - Final visual inspection and approval
 - Restoration of the sites as required by Contract.

The Contractor shall indicate this process in detail in their Plan of Action as required under Section 013000 "Submittals."

3. COORDINATION

- A. The Contractor shall submit for approval to the Owner a detailed operational plan showing the sequence of operations prior to commencement of any work at the sites. Any changes to this operational plan must be approved by the Owner. Refer to Section 013000-Submittals for details.
- B. The Contractor must retain on the Work during its progress a competent full time representative, satisfactory to the Owner. This representative shall not be changed, except with the consent of the Owner. The representative shall be in full charge of the work and all instructions given to this person by the Consultant shall be binding.
- C. The Contractor must supply to the Owner the telephone number of a responsible person who may be contacted during non-work-hours for emergencies on the Project.

END OF SECTION

SECTION 013000 - SUBMITTALS - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

1. GENERAL PROVISIONS

A. The Conditions of the Contract apply to this section.

2. GENERAL PROCEDURES/REQUIREMENTS FOR SUBMITTALS

B. Before commencement of the site work, the Contractor shall provide appropriate submittals required this Contract Specification. An electronic copy of each submittal shall be provided to the Owner for review and approval. If electronic copy is not available, two (2) hard copies shall be provided of each submittal.

C. The Contractor shall **NOT** proceed with the work unless all submittals have been received and are approved by the Owner. If the Contractor proceeds with the work without approval, he/she does so at their own risk and expense.

D. The Contractor shall be responsible for all claims and restitution resulting from failure to comply with the submittal requirements. In addition, no claim for extra compensation or extension of time will be allowed on account of the Contractor's failure to comply with this requirement.

3. SUBMITTALS REQUIRED

E. Consult the individual Sections of the specification for the specific submittals required under those Sections and for further details and description requirements.

F. As part of the Submittal process, the Contractor shall be required to provide a Project Schedule showing the overall Plan of Action for each work task and milestone/completion dates. The Project Schedule shall specifically outline the sequence of the work to be performed at the site. In addition, appropriate contingency measures to assure compliance with the Contract Specification shall also be provided.

END OF SECTION

SECTION 015000 - TEMPORARY FACILITIES

1. GENERAL PROVISIONS

A. The Conditions of the Contract apply to this section.

2. GENERAL REQUIREMENTS

- A. The Contractor shall be responsible for providing and maintaining all temporary facilities required to complete the work. Removal of such prior to Substantial Completion must be with the concurrence of the Owner. The Contractor bears full responsibility for re-providing any facility removed prior to Substantial Completion
- B. Removal of all temporary facilities shall be a condition precedent to Substantial Completion unless directed otherwise by the Owner or specifically noted in the specifications.
- C. The Contractor must comply with all safety laws and regulations of the Commonwealth of Massachusetts, the United States Government, and local government agencies applicable to Work under this contract.

3. FIELD OFFICES

Not Required.

4. TEMPORARY TELEPHONES

Not Required

5. TEMPORARY TOILETS

- A. Required. The Contractor shall provide temporary toilets as required to accommodate the completion of the work.
- B. The toilets shall be erected in a location approved by the Owner and shall be maintained by the Contractor in a clean and orderly condition in compliance with all local and state health requirements.

6. TEMPORARY CONSTRUCTION FENCE

- A. The Contractor shall be responsible for providing and maintaining chain-linked fencing and concrete barricades around the construction site to assure the safety of all persons authorized or unauthorized. Such protective measures shall be located and constructed as required by local, state, and federal ordinances, laws, codes, or regulations.

7. TEMPORARY STRUCTURES AND MATERIAL HANDLING

- A. Job trailers, storage containers or trailers will not be allowed to be stored on-site. The Contractor and all subcontractors shall bring the necessary tools or equipment to the site each day for performance of the work and remove such materials from the site at the end of the work shift, unless left within the work zone (i.e. building footprint).
- B. The Owner assumes no responsibility for articles stored on-site by the Contractor.

8. TEMPORARY WATER

- A. The Contractor may make use of an available water hydrant at the site for construction purposes, provided the permission from the City of Greenfield Water Department is obtained beforehand. The Contractor shall be responsible for all permits and costs for usage as determined by the City of Greenfield Water Department.
- B. The Contractor shall provide all necessary piping and hoses to utilize the available sources of water.
- C. The Contractor shall provide an adequate supply of cool drinking water with individual drinking cups for personnel on the job.
- D. The Contractor's use of the available water supply at the site shall in no way hamper or affect any existing services relative to fire protection without written approval from the Owner and the City of Greenfield Fire Department.
- E. Any additional water required to complete the work (beyond the supply from the hydrant) shall be the responsibility of the Contractor under the Contract.

9. TEMPORARY ELECTRICITY

- A. There is no electricity available at the site. The Contractor shall be required to provide all temporary power required for completion of the work.
- B. The Contractor shall furnish, install, and maintain lighting required for each work area. The Contractor, and each Subcontractor, shall furnish their own extension cords and additional lamps as may be required for their work. Temporary work of a special nature, not otherwise specified hereunder, shall be provided, maintained, and paid for the trade requiring same.
- C. All temporary work shall be provided in conformity with the National Electric Code, State laws, and requirements of the power company.
- D. Temporary electrical Work shall be performed under the direct supervision of at least one master electrician, who will be present on the project at all times when such work is being performed.

10. PROJECT SIGN

Not Required

11. POLICE DETAIL

- A. Where necessary, temporary traffic control by the City of Greenfield Police Department shall be the responsibility of the Contractor to coordinate. No public way, private access or pedestrian ways shall be obstructed or closed without written permission from City of Greenfield officials having jurisdiction over such facilities.
- B. Coordinate and provide police detail in four (4) hour increments as authorized by the City of Greenfield. All costs for Police Detail shall be the responsibility of the Owner.

END OF SECTION

SECTION 015100 - PROTECTION

1. GENERAL PROVISIONS

A. The Conditions of the Contract apply to this section.

2. PROTECTION OF PERSONS & PROPERTIES

A. The building is scheduled for demolition. The Contractor shall take all necessary precautions to ensure only authorized personnel have access to site for performance of the work outlined by the Contract. The Contractor shall be responsible for security of the site once possession is granted under the Contract. All entrances shall remain secure as a result of the construction work specified under this Contract.

B. Any damage to the roads, (public and private), sidewalks, curbing, bituminous concrete areas, parking meters, street lights, fences, lawn areas, trees, shrubbery, poles, underground utilities, etc. shall be made good by and at the Contractor's own expense, all to the satisfaction of the Owner.

C. Any damage to adjacent property and/or structures shall be made good by the Contractor at the Contractor's own expense, all to the satisfaction of the Owner.

3. TEMPORARY PROTECTION

A. The Contractor shall:

- (1.) Protect excavations, trenches, buildings, and materials at all times from rain water, ground water, backing-up, or leakage of sewers, drains, or other piping, or from water damage of any origin. Provide all pumps, piping, coverings, and other materials and equipment as required by job conditions to accomplish this requirement.
- (2.) Protect other areas and private property. Any areas damaged by the Contractor shall be restored to the original condition or compensated at the Contractor's expense.
- (3.) Protect adjacent buildings and/or property from damage resulting from the work.
- (4.) Provide staging over entrances to adjacent businesses as needed to allow continue access of the public to those establishments. Staging shall include plywood or other sufficient barriers overhead and around the sides to protect the public.
- (5.) Concrete barriers and chain link fencing that is secured / driven into the ground shall be installed around the site to prevent access from the general public. **A detailed plan showing the site security measures to be installed shall be prepared by the Contractor and provided to the Owner for review and approval.**

4. SITE ACCESS

A. The Contractor shall, at all times, leave an unobstructed way along walks and roadways, and shall maintain barriers and lights for the protection of all persons and property in all locations where work is in progress. The Contractor shall coordinate the location of where the trailers/dump truck will be live loaded for removal of the demolition debris or placement of new materials back onto the site. **A detailed plan outlining the location of the loading/unloading operation area, truck route and pedestrian walk-way and/or street lane closure timeframes shall be provided to the Owner for review and approval.**

5. SECURITY

- A. The Contractor shall be responsible for providing all security precautions necessary to protect the Contractor's and Owner's interests.

6. NOISE AND DUST CONTROL

- A. The Contractor shall take special measures to protect the residents, neighbors, and general public from noise, dust, and other disturbances by:
 - (1.) Keeping common pedestrian and vehicular circulation areas clean and unobstructed;
 - (2.) Insulating work area from occupied portions as far as possible; and
 - (3.) Sealing dust and fumes from contaminating occupied spaces.

7. FIRE PROTECTION

- A. The Contractor shall take necessary precautions to insure against fire during construction. The Contractor shall be responsible to insure that the area within contract limits is kept orderly and clean and that combustible rubbish and construction debris is promptly removed from the site.

END OF SECTION

SECTION 015200 - CLEANING UP

1. GENERAL PROVISIONS

A. The Conditions of the Contract apply to this section.

2. CLEANING DURING CONSTRUCTION

A. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on the site(s).

2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.

3. Do not dispose of wastes into streams or waterways.

B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.

C. Do not allow materials and rubbish to drop free or be thrown from upper floors, but remove by use of a material hoist or rubbish chutes.

D. Maintain the Site free from accumulations of waste, debris, and rubbish.

E. Provide on-site containers for collection of waste materials and rubbish.

F. At the end of each day, remove and legally dispose waste materials and rubbish from site.

G. Disposal of materials shall be in compliance as required herein and in accordance with all applicable laws, ordinances, codes, and by-laws.

3. FINAL CLEANING

A. Prior to submitting a request to the Owner to certify Substantial Completion of the Work, the Contractor shall inspect the site to verify that all waste materials, rubbish, tools, equipment, machinery, and surplus materials have been removed, and that all sight-exposed surfaces are clean.

B. Owner's responsibility for cleaning commences at Substantial Completion.

END OF SECTION

SECTION 020800 - ASBESTOS DEMOLITION AND DISPOSAL

PART I - GENERAL

1.01 GENERAL PROVISIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division I Specification Sections, apply to this Section.

1.02 DEFINITIONS

- A. The following definitions shall be applicable to this Section:

“*Site*”: Refers to 188 Main Street located in Greenfield, Massachusetts as described by the Contract Documents and Drawings.

“*Owner*”: Refers to the City of Greenfield and their designated, authorized personnel.

“*Consultant*”: Refers to ATC Group Services LLC (ATC), 73 William Franks Drive, West Springfield, Massachusetts and their designated, authorized personnel.

“*Demolition Contractor*”: Refers to the Contractor who has been awarded the overall contract for demolition and disposal of the site building as referenced under this Section.

1.03 GENERAL REQUIREMENTS/QUALIFICATIONS

- A. All Asbestos Demolition and Disposal work referenced herein shall be performed by a Massachusetts licensed Asbestos Abatement Contractor in accordance with Massachusetts Department of Labor and Standards (DLS) 453 CMR 6.0 Regulations.
 1. The Demolition Contractor shall provide the project name, contact person and phone number of three (3) projects which were successfully completed of similar size and scope within the last five (5) years.
 2. Each project shall have been completed in good standing and the work performed resulted in no work violations/citations, contract delays, contract extensions/disputes or litigation.
 3. Upon review of the project references, the Owner shall reserve their right to reject the Demolition Contractor for any reason, if found to be in the best interest of the Owner.

1.04 SITE BACKGROUND

- A. Identified asbestos-containing materials within the interior and exterior of the building cannot be abated by traditional asbestos methods as outlined by Massachusetts Department of Environmental Protection (MADEP) 310 CMR 7.15 and Massachusetts Department of Labor Standards (MADLS) 453 CMR 6.00 Regulations due to the structural integrity of the building. Therefore, the City of Greenfield will apply for a Non- Traditional Asbestos Work Plan (NTWP) with the MADEP in order to demolish and dispose of the entire building structure as asbestos-containing waste material. The Contractor shall adhere to the provisions outlined herein for demolition and disposal of the site structure as asbestos- containing waste material.

- B. Non-Traditional Asbestos Abatement Work Plan (NTWP):** A NTWP will be submitted by the Owner to the Massachusetts Department of Environmental Protection (MassDEP) for demolition and disposal of the site building as asbestos waste. The provisions of the NTWP have been included herein and shall become part of the work of the Contract. **Refer to APPENDIX A.**

1.05 DESCRIPTION OF WORK

- A. The Demolition Contractor shall be responsible for verifying existing conditions and all quantity estimates in preparation of their bids. No additional compensation and/or contract time shall be granted to the Demolition Contractor for failure to perform this requirement.
- B. This section details all areas where asbestos demolition and disposal work is to be performed and lists areas requiring special protection during the work. The Demolition Contractor shall furnish all labor, materials, services, training, insurance, and equipment as needed to complete the work as specified under the NTWP for the site.
- C. All work associated with demolition, loading and disposal of the site building shall be performed in accordance with the provisions/requirements of this Section as well as the NTWP found under APPENDIX A.
- D. The Consultant (acting on behalf of the Owner) has authorization to stop the work if the Demolition Contractor is not complying with **ALL** provisions outlined by the NTWP. Furthermore, if the MassDEP revokes the approval due to the Demolition Contractors actions, the Demolition Contractor shall bear **ALL** costs with completing the work regardless of the means or methods required by traditional abatement methods or enforcement actions specified by the MassDEP.
- E. Lead-Containing Paint - The Demolition Contractor shall be made aware that lead-containing paint is assumed to be present on architectural/structural components located throughout the interior and exterior of the site building. The Contractor and all subcontractors shall be required to comply with all aspects of the Occupational Safety and Health Administration (OSHA) 29 CFR 1926.62 "Lead in Construction Regulations" with regards to disturbance of these materials when performing their work. Any testing to confirm the presence of lead-containing paint and/or testing required for disposal acceptance shall be the responsibility of the Demolition Contractor under the Contract.
- F. Light Ballast, Mercury Containing Lamps, Miscellaneous Drums, Universal Solid Waste Waste - The Demolition Contractor shall be required to manually remove and segregate for disposal all such items encountered during the demolition and loading operations. The Contractor shall anticipate providing laborers to remove from the building or "hand-pick" such items from the demolition debris pile in order to segregate them for proper disposal. In addition, all such items shall be properly decontaminated of asbestos by wet-wiping and

HEPA vacuuming prior to disposal. Once decontaminated, all materials shall be disposed of in accordance with this Section and local, state and federal regulations. The Contractor shall coordinate with the Owner's Consultant for inspection and approval during all phases of the work.

1.06 SUBMITTALS

- A. In addition to items required by other sections of the Project Manual, the following submittals are required for review and approval by the Consultant before the Pre- Construction Meeting:
1. Copy of the Contractors Asbestos Abatement License
 2. Copies of notifications
 3. Chain-Of-Command list of all personnel on-site and emergency contact person(s)
 4. Name of proposed waste hauler and proposed waste disposal site. A copy of the Waste Shipment Record to be used shall also be provided.
- B. In addition to the items required by other sections of the Project Manual, the following submittals are required for final payment
1. Copy of all Waste Shipment Records

1.07 DISPOSAL

- A. Packaging: All demolition debris is considered asbestos-containing waste material (ACWM). All ACWM shall be packaged in accordance with the procedures outlined under the NTWP. All ACWM shall be removed from the building footprint area and placed directly into lined roll-offs and/or dump vehicles. No ACWM shall be allowed to be removed from the building slab and stockpiled on the ground.
- B. All containerized waste shall be shipped from the site directly to the approved waste disposal facility. Containerized waste shall **NOT** be transferred back to the Demolition Contractor's yard/facility.

Note: All ACM waste shall be "live loaded" and shipped to the disposal site daily When generated. Any waste generated from demolition of the structure that cannot be loaded for off-site disposal that day, shall remain on the building slab be covered with 6 mil polyethylene sheeting that is secured properly.

- C. OSHA/EPA labeling: Asbestos warning labels having permanent adhesive and waterproof print, or being permanently printed on the roll-offs and/or dump vehicles, shall be affixed to the outside of all asbestos containers. Labels will be conspicuous and legible and shall contain the following warning:

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

- D. DOT labeling and marking: A DOT "class 9" shipping label and DOT mark shall be applied to or be printed on each roll-off and/or dump trailer.

- E. Waste Transportation: All ACWM shall be transported in totally enclosed vehicles or containers that are designed, constructed, and operated to prevent spills, leaks or emissions. All ACWM waste shall be transported in compliance with 40 CFR Part 61 and applicable Department of Transportation (DOT), OSHA and local regulations. Each vehicle transporting asbestos-containing waste shall be marked with asbestos danger signs during loading and unloading of the waste, in accordance with the NESHAP, 40 CFR 61.150.
- F. Asbestos waste shipment records: The Demolition Contractor shall prepare the waste shipment records for disposal of the ACWM. **All ACWM waste to be disposed of from the site shall be shipped on an approved “Asbestos Waste Shipment Record”. A representative from the Owner shall sign-off as “Generator” on the Asbestos Waste Shipment Record for each shipment leaving the site.**
- G. The following information shall be included on the waste shipment record for each and every load of ACWM transported off-site:
1. The name, address and telephone number of the owner/operator of the facility or dumping ground where asbestos abatement activities have occurred;
 2. The quantity and type (friable or non-friable) of the ACWM in cubic meters (cubic yards) and a description of the container used for shipment;
 3. The name, address and telephone number of the person who conducted any asbestos abatement activity;
 4. The name and telephone number of the disposal site operator;
 5. The name and physical location of the disposal site;
 6. The date transported;
 7. The name, address, and telephone number of the transporter(s);
 8. Certification by the owner/operator of the facility or dumping ground where asbestos abatement activities have occurred/where asbestos waste was generated that the contents of each shipment have been characterized, packaged, marked and labeled in accordance with 310 CMR 7.15;
 9. Signature of each transporter confirming the contents of each shipment are in all respects in the proper condition for transport according to applicable international, federal, state and local regulations;
 10. Signature by the receiving disposal facility confirming that: i) the quantity of ACWM listed on the waste shipment record is the same as the quantity accepted for disposal; and ii) it holds appropriate permits and/or authorizations to accept for disposal ACWM described on waste shipment records.

Note: The final waste shipment records (with signature of acceptance at the landfill) for disposal of ACM from the project site shall be received by the Owner within 30 days of shipment from the site.

H. QUALITY CONTROL AND AIR TESTING

- I. The Consultant shall perform daily perimeter and personal air monitoring during all phases of the demolition and loading operations as per the requirements of the NTWP. The work shall be subject to daily clearance criteria as specified therein.
- J. Following the completion of the asbestos demolition, bulk loading and clean-up operations, a visual inspection shall be performed jointly by the Demolition Contractors site supervisor and the Consultant, to ensure that no remnant asbestos, asbestos waste or asbestos contaminated water remains within the lot line, building slab/foundation or loading areas.
- K. The Consultant and site supervisor shall sign a “Certificate of Visual Inspection” specifying the Site has met acceptable visual inspection criteria and reveal no visible or suspect asbestos or other remnant debris or wastes generated during the asbestos demolition, bulk loading and clean-up operations.

SECTION 020810 - DEMOLITION

PART 1.0: GENERAL

1.1 GENERAL REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. The following definitions shall be applicable to this Section:

“Site”: Refers to 188 Main Street located Greenfield, Massachusetts as described by the Contract Documents and Drawings.

“Owner”: Refers to the City of Greenfield and their designated, authorized personnel.

“Consultant”: Refers to ATC Group Services LLC, 73 William Franks Drive, West Springfield, Massachusetts and their designated, authorized personnel.

“Engineer”: Refers to GeoInsight, 186 granite Street, 3rd Floor, Suite A, Manchester, NH 03101 and their designated, authorized personnel.

“Contractor”: Refers to the General Contractor who has been awarded the overall contract for demolition and site restoration work outlined by the Contract Documents.

1.3 DESCRIPTION OF WORK

- A. The Work of this Section includes all labor, materials, tools, and equipment needed to demolish and dispose of the building and associated structures as specified under the Contract. Refer to Attachment A for the Photos that show approximate limits of work.
- B. The Work of this Section includes, but is not limited to:
 - 1. Demolition and removal of all existing construction above grade.
 - 2. Demolition and removal of all existing construction below grade (excluding basement retaining wall at the East side.
 - 3. Saw-cutting as required to separate the building for demolition from adjacent structures or components to remain.
 - 4. Demolition of materials unsuitable for completion of site work.
 - 5. Protection of surrounding areas, streets, property, rights of way, wetland resource areas.
 - 6. Removal of all debris and trash located on subject properties. Includes, but is not limited to: discarded lumber, metal, glass, refuse, garbage etc.
 - 7. Removal of all trash, debris, furniture, garbage, equipment, etc. located at the interior of the building.
 - 8. Utilize rodent control service treatment prior to demolition or deconstruction. If necessary, utilize insect control services treatment prior to demolition, e.g. bee or hornet nests.

9. The Contractor shall secure from and pay the fees or charges for removal of abandoned water taps, sealing of house connection drains, pavement cuts, electrical, plumbing, gas, and sewer permits and demolition permits, necessary under the appropriate regulatory body or any of its agencies.
10. Where necessary, temporary traffic control by the City of Greenfield Police Department shall be the responsibility of the Contractor. No public way, private access or pedestrian ways shall be obstructed or closed without written permission from City of Greenfield officials having jurisdiction over such facilities.
11. The Contractor shall erect a chain-link fence around the site structure being demolished or deconstructed in order to protect public health and safety. The Chain-link fence shall be secured to the ground (i.e. pounded in) which provides the best possible protection of the public by restricting access to the structure being demolished or deconstructed. Concrete jersey barriers shall also be installed at the street sides of the site.
12. All demolition or deconstruction work shall be carried out in a systematic manner to ensure public safety and within the performance time specified. All demolition or deconstruction work shall be conducted in accordance with applicable local, state and federal regulations. The Contractor is responsible for any and all measures to ensure the safety and protection of the public for the duration of the project.
13. The Contractor shall provide, keep and maintain barriers, fences, warning signs and lights and keep adjacent street clear of dirt, rubbish, ice, snow, and water for the safe and convenient passage of automobiles, delivery trucks and Contractors.

Note: Identified asbestos-containing materials within the interior and exterior of the building cannot be abated by traditional asbestos methods as outlined by Massachusetts Department of Environmental Protection (MADEP) 310 CMR 7.15 and Massachusetts Department of Labor Standards (MADLS) 453 CMR 6.00 Regulations due to the structural integrity of the building. Therefore, the City of Greenfield will apply for a Non-Traditional Asbestos Work Plan (NTWP) with the MADEP in order to demolish and dispose of the entire building structure as asbestos-containing waste material. The Contractor shall adhere to the provisions outlined herein for demolition and disposal of the site structure as asbestos-containing waste material. The Contractor shall refer to Section 020800 – Asbestos Demolition and Disposal for additional procedures and requirements.

1.4 RELATED WORK

- A. Carefully examine all the Contract Documents for requirements that affect the Work of this Section.
- B. Other Work which directly relate to the Work of this Section include, but are not limited to:
 1. Section 020800 - Asbestos Demolition and Disposal.
 2. Section 020820 – Site Restoration

1.5 SUBMITTALS

A. *Permits and Certificates*

1. Permits and notices authorizing building demolition.
2. Certificates of severance of utility services.
3. Permit of transport and legal disposal of debris.

Note: The Contractor shall obtain and pay for all permits required to perform the work as required under this Section. Copies of all such permits shall be provided to the Owner.

B. *Schedule:* Submit proposed methods and schedule of demolition prior to the start of Work.

1.6 EXISTING CONDITIONS

- A. *Existing Structures:* The Owner and Consultant assume no responsibility nor make any claim regarding the condition or structural adequacy of existing constructions to be demolished.
- B. *Caution:* Maintain extreme caution when working in proximity to adjacent properties not in the Contract. Comply with all applicable city ordinances, laws and regulations.
- C. *Asbestos-Containing Materials:* The Contractor shall refer to Section 020800 – Asbestos Demolition & Disposal for specific requirements associated with the NTWP.
- D. *Lead-Containing Paint:* The Contractor and all Subcontractors who work on the project shall be made aware that lead-containing paint is present on the painted architectural and structural building components to be disturbed by the demolition work outlined under the Contract. Each Contractor shall be required to comply with all aspects of the Occupational Safety and Health Administration (OSHA) 29 CFR 1926.62 “Lead in Construction Regulations” with regards to disturbance of these materials when performing their work. In addition, each Contractor shall be responsible for proper disposal of the demolition debris in accordance with local, state and federal regulations. Prior to the start of the work, the General Contractor shall be required to provide a written plan that details the means and methods to achieve compliance with the provisions outlined herein for all trades working on the site.

1.7 PROJECT CONDITIONS

- A. *Public Safety:* Ensure the safe passage of persons and traffic on and around the Project site, adjacent properties, and public ways.
- B. *Existing Occupancy:* The building to be demolished under the Contract will be unoccupied. However, adjacent properties to the site may be occupied and special care shall be taken to control dust and noise and to avoid creating a nuisance.
- C. *Explosives:* Do not bring explosives to the site or use explosives.
- D. *Damages:* Report all damages immediately. Promptly repair damages caused by demolition operations at no cost to the Owner.
- E. *Subsurface Conditions:* Subsurface conditions that are detrimental to the Work of this Contract are not anticipated. Unanticipated subsurface conditions of a minor nature, such as boulders, shall not result in any additional compensation. Notify the Consultant immediately in writing if subsurface conditions are significantly deficient for demolition.
- F. *Ground Water:* Dewater, as required, all excavations. Any conditions resulting from high ground water shall not incur additional costs to the Owner.

- G. *Vegetation*: Vegetation exists in close proximity to structures.
- H. *Combustions*: Do not use fire or burning as a demolition method.

PART 2.0: PRODUCTS

- 2.1 **Protections**: Provide miscellaneous protections including, but not limited to dust barriers, plywood panels, and moisture barriers to ensure adjacent properties are protected at all times during demolition.
- 2.2 **Shoring**: Provide temporary shoring and bracing of adequate size and proper configuration as required.
- 2.3 **Utilities Capping**: The existing water and sewer lines have been shut off and capped by the City. The existing electrical and gas services have also been shut off and disconnected by the utility companies.

PART 3.0: EXECUTION

- 3.1 **INSPECTION**: Inspect and verify all existing conditions before beginning Work.
- 3.2 **PROTECTION**
 - A. Ensure safety of persons and property at all times. Provide temporary shoring and bracing as required. Protect openings. **See SECTION 020820 – SITE RESTORATION for requirements.**
 - B. Protect against damage to adjacent properties and areas outside the Contract.
 - C. Appropriate measures shall be employed to protect the existing railway from demolition activities. The Contractor must not interfere with or cause damage to any existing equipment, structures or utilities associated with the railway. **Under no circumstances shall falling debris be allowed to fall onto the tracks.** The Contractor shall be responsible for notifying the railroad company of the work in order to schedule flag person(s) to be present. Such flag person(s) shall be present at all times during demolition activities. Flag persons to be provided by the Contractor at the Contractors own expense.
 - D. Ensure egress routes are clear at all times. If existing egress routes are disrupted, submit alternative plans for egress for approval by local building inspector, the Owner, and the Consultant.
 - E. Ensure silt and sediment resulting from exposed soils does not exit the site. Install silt fence or other methods of erosion and sedimentation control. The silt fence, hay bales and other methods of erosion control shall remain in-place at each site upon completion of the work.
 - F. Ensure that silt or sediment is not tracked onto roadways.
 - G. The Contractor shall be required to only remove existing trees as needed to properly perform demolition and removal of the site structures. Clear-cutting of all existing trees and other vegetation at the site will not be permitted.

3.3 DEMOLITION

A. *General* –

1. Demolish all existing construction designated to be demolished or removed from the site.
2. Demolish and remove existing construction required for the proper completion of site work. Identify and remove all construction that is unsuitable for re-use.
3. Existing foundations shall be completely removed (excluding the East wall which shall remain in place and be reinforced as a retaining wall.
4. Any concrete slabs shall also be completely removed, unless otherwise specified.
5. The Contractor shall avoid damaging existing sidewalks, streets, curbs, pavements, utilities, structures or any other property (not associated with the site property to be demolished). Any damage caused to these structures or utilities shall be repaired and/or replaced by the Contractor at their own expense.
6. Use demolition methods within the limitations of governing regulations.
7. Ensure structure and construction is adequately and properly shored and supported before, during, and after demolition.
8. The Contractor shall request an inspection of the site by the Consultant and the City of Greenfield Building Department after demolition is complete and prior to backfilling. The Contractor shall be responsible for all costs associated with additional work required if the City of Greenfield Building Department fails to approve the conditions or the work.

- B. *Pollution Controls*: Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Take necessary measures to prevent silt and soils leaving the site on vehicle tires during demolition activities. Any soils remaining on the public way resulting from demolition activities are to be swept and properly disposed of daily at the Contractor's expense.

3.4 CLEANING AND PROTECTION

- A. *General Cleaning*: Remove protections and clean surfaces of exhibiting dust and dirt from demolition activities.
- B. *Clearing of Vegetation*: Clearing of vegetation is only allowed as necessary to effectively remove a structure.

END OF SECTION

SECTION 020820 – SITE RESTORATION

PART 1.0: GENERAL

1.1 GENERAL REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. The following definitions shall be applicable to this Section:

“Site”: Refers to 188 Main Street located Greenfield, Massachusetts as described by the Contract Documents and Drawings.

“Owner”: Refers to the City of Greenfield and their designated, authorized personnel.

“Engineer”: Refers to GeoInsight, 186 granite Street, 3rd Floor, Suite A, Manchester, NH 03101 and their designated, authorized personnel.

“Contractor”: Refers to the General Contractor who has been awarded the overall contract for demolition and site restoration work outlined by the Contract Documents.

1.3 DESCRIPTION OF WORK

- A. The Work of this Section includes all labor, materials, tools, and equipment needed to perform all work necessary to fully and/or partially shore, buttress, and/or replace existing retaining walls and foundation walls expected to be present at the south end and east side of the 188 Main Street building. The Contractor shall leave in place any existing buttressing features that do or may stabilize the eastern foundation wall of the 186 Main Street basement.
- B. Activities performed by the Contractor as part of the demolition project must not overload the sidewalk in front of 188 Main Street, which could in turn adversely influence the south basement wall of 186, 188, and/or 192 Main Street.
 - 1. **Importantly**, the sidewalk in front of 192 Main street has a basement and therefore acts as a structural slab spanning approximately 10 feet; however the slab is in poor condition and should not be subject to any demolition loads unless the Contractor retains a structural engineer to design a method of temporarily bracing the underside of the slab for the intended load conditions, and also receives approval from the City in consultation with the Engineer.
- C. The City has prepared preliminary bid items and quantities for such work, but the actual quantities and nature of the work may vary depending upon conditions identified during demolition. The City fully intends to use the Contractor’s unit prices offered for the shoring / stabilizing / construction bid items and rely upon them to reflect the costs to address the actual quantities necessary, as directed by the City. The Contractor shall use its inspection of the 188 Main Street site, its experience, and the conceptual sketches titled “Stabilization Wall and Fence” to provide reliable unit prices for the City.

- D. During demolition, the Contractor shall regularly inspect the:
 - 1. Main Street sidewalk in from of 188 Main Street and 192 Main Street;
 - 2. Northwest face of the bridge abutment (which supports the northern wall of 192 Main Street);
 - 3. Southern basement wall of the Site building;
 - 4. The eastern foundation wall of 186 Main Street basement; and
 - 5. The rip-rap covered slope on the west side of the railroad tracks and adjacent to the 188 Main Street site.

- E. The Contractor shall also communicate the findings of its observations with the City's contracted Engineer, and the engineer who will be conducting certain monitoring and observations during the demolition, and will share information with the Contractor as pertinent.

- F. The Work of this Section includes, but is not limited to stabilizing efforts that may or likely will be required for the:
 - 1. Existing east foundation wall of 186 Main Street;
 - 2. Existing west foundation wall at 192 Main Street; and/or
 - 3. MassDOT Highway Division bridge abutment (northwest face) which supports the northern wall of 192 Main Street;

- G. The Engineer may make modifications to the City's preliminary designs included in the "Stabilization Wall and Fence," but that the Contractor will be expected to reasonably incorporate those changes within its scope of work and unit prices.

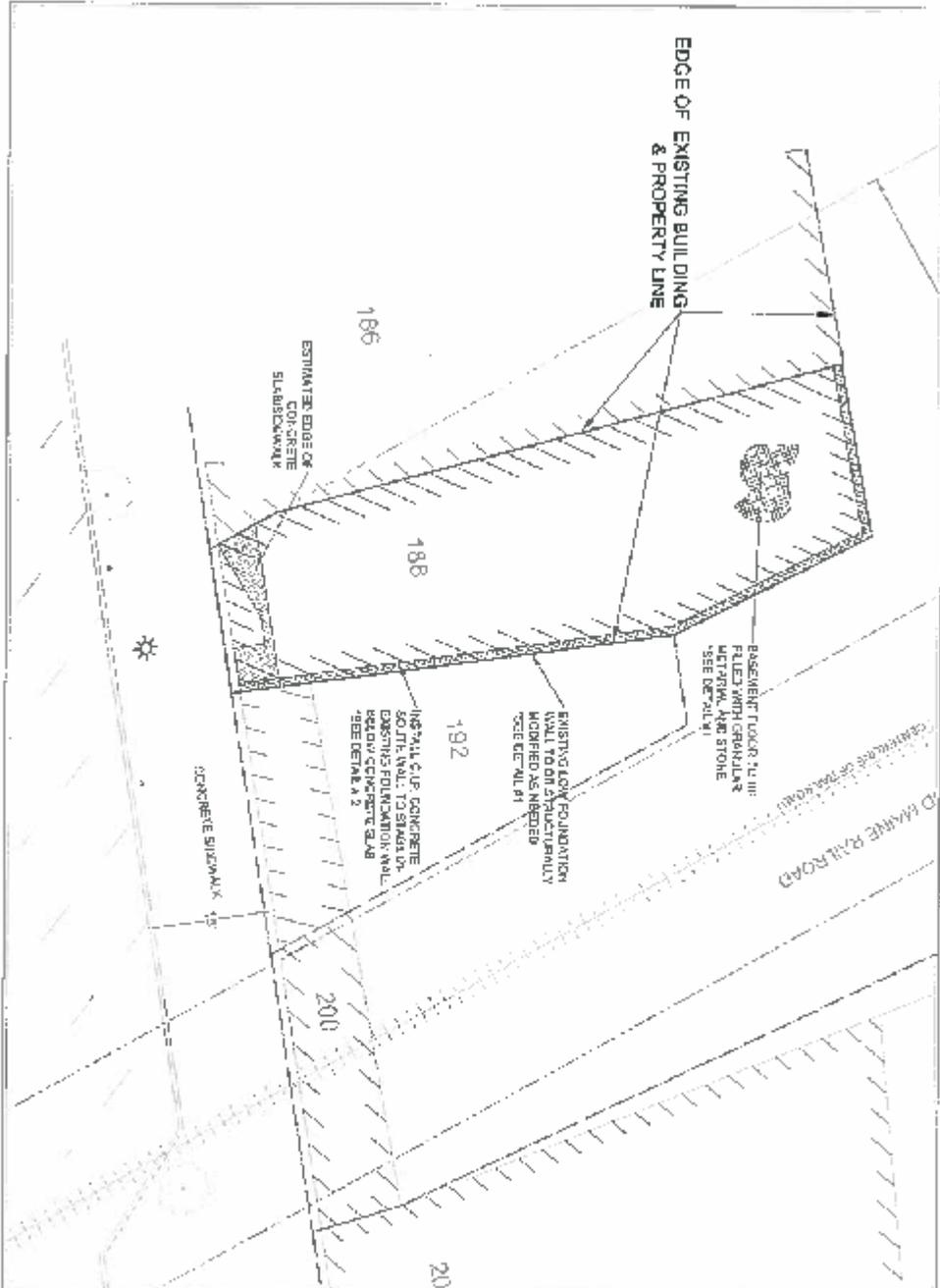
1.4 RELATED WORK

- A. Carefully examine all the Contract Documents for requirements that affect the Work of this Section.

- B. Other Work which directly relate to the Work of this Section include, but are not limited to:
 - 1. Section 020800 - Asbestos Demolition and Disposal.

- C. *Schedule*: Submit proposed methods and schedule for stabilization before the start of Work.

END OF SECTION



REV. NO.	COMMENTS	DATE

SCALE 1/320

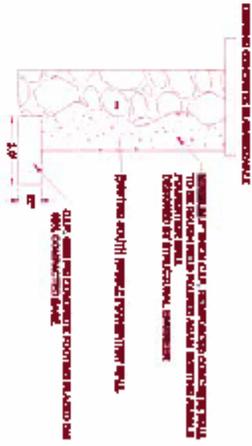
Geotechnical
Department
Public Works
Engineering
1110 East Broad Street
Columbus, Ohio 43260
(614) 464-3300

SOUTH STABILIZATION WALL

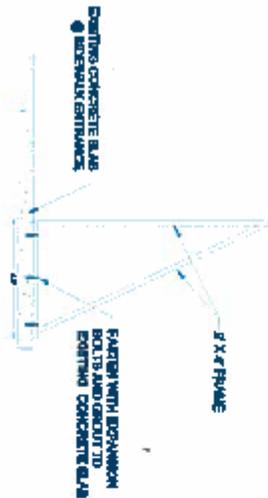
188 MAIN STREET



DETAIL #1
BASEMENT FLOOR AND LOW FOUNDATION WALL MODIFICATION



DETAIL #2
SOUTH STABILIZATION WALL

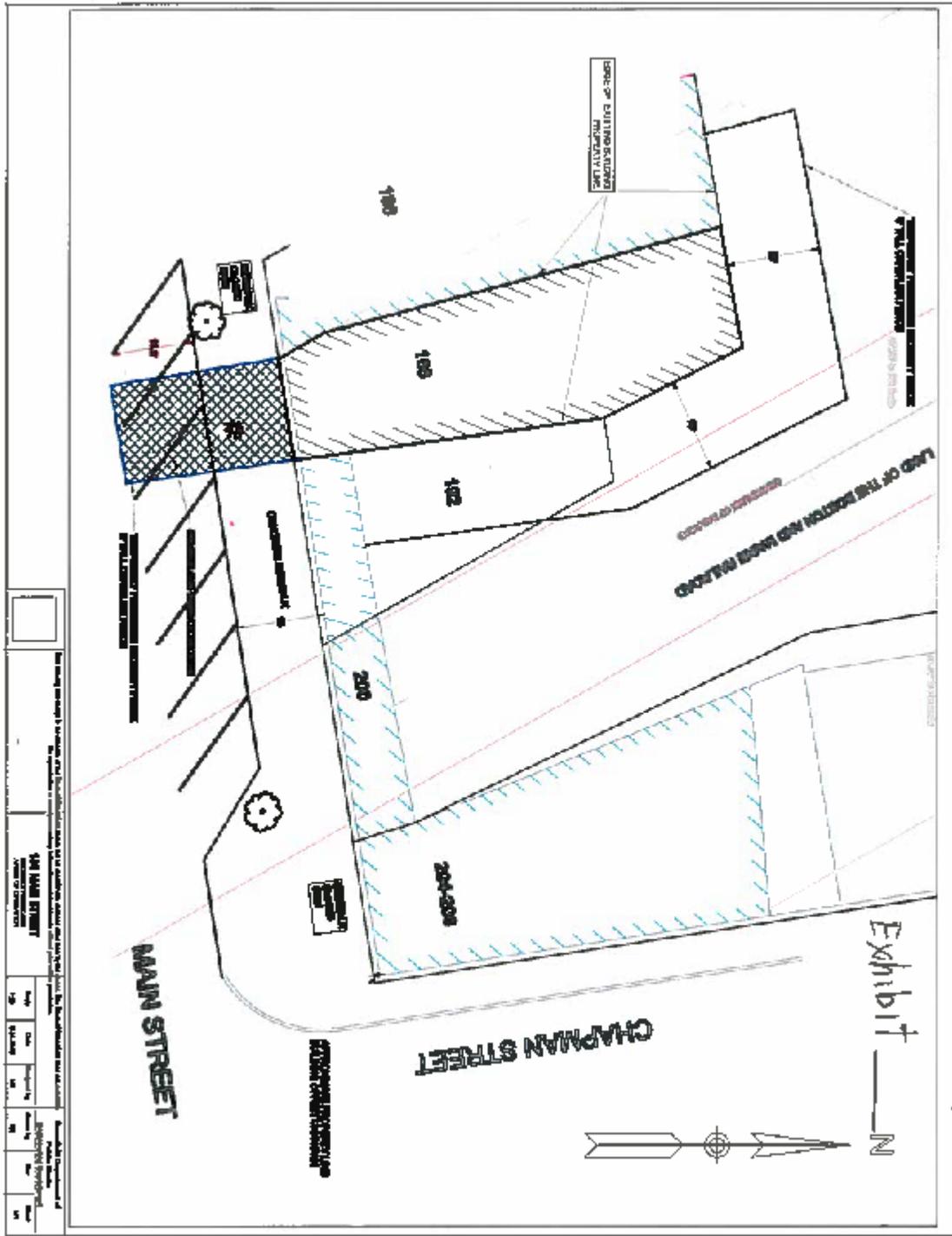


DETAIL #3
FACADE WALL AT SIDEWALK



THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ENGINEER OR ARCHITECT AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER OR ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MATERIALS AND LABOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SIGNAGE AND MARKING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAFFIC CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMUNICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND DOCUMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AS-BUILT DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINAL INSPECTION AND APPROVAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINAL REPORTS AND DOCUMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINAL RECORDS AND DOCUMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINAL AS-BUILT DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINAL INSPECTION AND APPROVAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINAL REPORTS AND DOCUMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINAL RECORDS AND DOCUMENTATION.

1818 MAIN STREET
 DETAIL 3



SECURITY FENCE + AREAS OF OPERATION

Exhibit 1 N

APPENDIX A - NON-TRADITIONAL ASBESTOS WORK PLAN (NTWP)

Mr. John Moriarty
 Massachusetts Department of Environmental Protection
 (DEP) Bureau of Waste Site Cleanup
 Western Region
 436 Dwight Street
 Springfield, MA 01103

RE: Non Traditional Asbestos Abatement Work Plan
 188 Main Street Demolition
 Greenfield, Massachusetts

Dear Mr. Moriarty:

On behalf of the City of Greenfield, ATC Group Services, LLC (ATC) is submitting for MassDEP's review and approval of the following Non-Traditional Asbestos Abatement Work Plan (NTWP) for demolition and disposal of 188 Main Street located in Greenfield, Massachusetts. The following proposed NTWP incorporates work practices and engineering controls to be implemented during the work.

Background:

188 Main Street is a structurally unsound building which has been condemned. Portions of the upper floors and roof areas have are compromised which prohibits traditional asbestos abatement from being performed. ATC was able to complete a limited asbestos survey back in 2015 and results indicated the following materials to contain asbestos:

LOCATION	MATERIAL	QUANTITY	UNIT	NOTES
Floor Tile and Mastic	Room 2	75	SF	
Floor Tile and Mastic	Stairwell	15	SF	
Pipe Insulation	Basement	60	LF	
Pipe Fittings	Basement	15	EA	
Paper Under Siding	Exterior – West Wall	600	SF	
Roofing Material	Exterior Roof	2,600	SF	Includes all layers and flashing/tar

NTWP Request:

Due to the building being structurally unsound and presence of asbestos-containing materials that cannot be abated by traditional abatement methods, the City of Greenfield proposes to demolish the building and dispose of all demolition debris as asbestos-containing waste material (ACWM). In order to demolish the building structure without first removing the asbestos, we are requesting an exemption from the following sections of 310 CMR 7.00 Regulations:

- 310 CMR 7.15 (5) - Removal Requirements,
- 310 CMR 7.15 (7)(c) - Specific Asbestos Abatement Work Practice Standards,
- 310 CMR 7.15 (7)(e) - Requirements for Work Area Ventilation,
- 310 CMR (7)(f)3. - Containerization of ACWM in leak tight drums, bags or polyethylene wrappings,

- 310 CMR 7.15(15)(b) - Requirement for packaging ACWM in leak-tight containers,
- 310 CMR 7.15(16)(b) Requirement for transporting ACWM in totally enclosed vehicles.

Under this proposed work plan, the following provisions shall be adhered to when performing the work:

1. Pre-Construction Meeting (Non-Traditional Asbestos Abatement Activities)

- a. A Pre-Construction Meeting shall be held at which ATC shall review all aspects of the NTWP with the Owner, Demolition Contractor, Asbestos Contractor and Subcontractors prior to commencing any work.
- b. Copies of the NTWP shall be distributed to each entity involved with the project.
- c. A copy of this work plan shall also be kept at the Site in a central location, for review by all local, state and federal agency personnel, for the duration of the project.
- d. All parties attending the Pre-Construction meeting shall sign-in as record and a copy of the sign-in sheet shall be emailed to the MassDEP.

2. Notifications

- a. The demolition contractor shall submit a completed BWP AQ-06, with the appropriate fee, to the MassDEP for all demolition operations associated with this project.
- b. The demolition contractor and asbestos abatement contractor shall submit a completed Asbestos Notification Form (ANF-001) with the appropriate fee, if any, to MassDEP for the asbestos handling operation associated with this project.

3. Training/Licensing

- a. Each and every contractor and sub-contractor working at the site shall be properly trained and have only properly trained personnel at the Site.
- b. Each and every contractor and sub-contractor and their workers shall hold current licenses as either; Asbestos Contractors, Asbestos Supervisors or Asbestos Workers, as appropriate if working inside the Regulated Area.
- c. All of the required licenses shall have been issued by the Commonwealth of Massachusetts' Division of Labor Standards, in accordance with 453 CMR 6.00.
- d. Equipment operators who perform the demolition and loading operations shall have at a minimum, 16 hour asbestos training. Note that the front of the excavator shall be demarcated with caution tape and remain outside the Regulated Area and only the arm and bucket shall reach into the excavation area for demolition or removal of material. If the machine is required to be inside the Regulated Area, then the equipment operators shall be asbestos licensed.

4. Asbestos Project Monitor

- a. An Asbestos Project Monitor ("APM") shall be on-site at all times during the asbestos removal and demolition operations.
- b. The APM shall review each notification to verify that it is completed and contains all of the requisite information.
- c. No work, pursuant to this Work Plan, shall commence until this review has been performed and the results of said review recorded in the APM's Site logbook.

Work Procedures-Scope of Work

The following procedures shall be applicable for demolition and disposal of the structure as asbestos containing material:

- a. The demolition and loading operations shall take place within a Regulated Area consisting of orange snow fencing, asbestos barrier tape and asbestos warning signs.
- b. A remote decontamination unit shall be established adjacent to the Regulated Area for workers to decontaminate upon exiting the work area.
- c. All work shall be performed utilizing wet methods such that there are no visible emissions. Large capacity water hoses, misters or other wetting equipment providing suitable water volume and pressure shall be used during all phases of the work.
- d. The building shall be demolished mechanically and all demolition debris shall be loaded for disposal as asbestos-containing waste material ("ACWM"). The ACWM shall be wetted during demolition and loading to prevent dust generation, but no freestanding water will be allowed to accumulate or run off from the Site. The ACWM shall not be compacted.
- e. During the implementation of the work, if metal components are to be recycled, such components shall be washed for decontamination purposes. Washing shall take place by suspending the component over the existing debris pile on the building footprint and washing it down with water to remove any debris. Each component that has been decontaminated shall be inspected by a licensed Asbestos Project Monitor prior to its disposal or recycling, as appropriate and record of inspections shall be maintained in Licensed Project Monitor log book or on a final visual inspection form.
- f. All of the remaining demolition debris shall be loaded for disposal as asbestos ("commingled waste"). This material shall be wetted with amended water during demolition and loading to prevent dust generation, but no freestanding water will be allowed to accumulate. The commingled waste shall not be compacted.
- g. Any standing (intact) concrete foundations and/or concrete slabs shall be decontaminated in-place by washing and proper collection and filtration of the waste water through a 5-micron filter. Each component that has been decontaminated shall be inspected by the APM and record of the inspection shall be maintained in the field logs and/or final visual inspection form.
- h. All demolished material shall be loaded into roll-offs or other approved containers for proper transport and disposal as ACWM. All roll-offs or other approved containers shall be in good condition with no holes or rusted out areas and with tailgates, which close tightly and are lockable. The roll-offs or other approved containers shall also be lined with two (2) ten-mil (0.010 inch thick) preformed polyethylene liners. The liners shall be of sufficient size so that they can be sealed across the top of the load when full.

Note: All ACWM waste to be disposed of from the site shall be shipped on an "Asbestos Waste Shipment Record" that has been reviewed and approved by the City of Greenfield. A representative from the City of Greenfield shall sign-off as "Generator" on the Asbestos Waste Shipment Record for each shipment leaving the site.

- i. If the sharp edges of the panels tear the liner during the loading or transport operations, the asbestos contractor shall place plywood sheets at least three sixteenths inch (3/16") nominal thickness on the floor and walls of the roll off, between the inner liner and the demolition material to prevent tears. These plywood sheets shall then be disposed of as ACWM at the landfill along with the load.

- j. Any ACWM that has been placed into a roll-off container that will remain on-site overnight shall be properly covered and secured at completion of the work shift.
- k. Any demolished building debris which cannot be loaded into roll-offs at the end of the work shift shall remain within the building footprint and be covered with polyethylene sheeting which is secured to the ground. At no time shall demolished building debris be stockpiled on the ground outside the building footprint.
- l. Following the completion of the asbestos demolition, bulk loading and clean-up operations, a visual inspection shall be performed jointly by the asbestos site supervisor and the APM, to ensure that no remnant asbestos, asbestos waste or asbestos contaminated water remains on the within the lot line, building slab/foundation or loading areas.
- m. The APM and site supervisor shall sign a "Certificate of Visual Inspection" specifying the work area has met acceptable inspection criteria and reveal no visible or suspect asbestos or other remnant debris and wastes generated during the asbestos removal operation.

5. Equipment Decontamination

- a. All equipment and personnel associated with the asbestos abatement operation shall be fully decontaminated on a daily basis and before being released to other service. The bucket or grapple of the heavy equipment used in the demolition shall be washed with water while suspended over the last load of each day and at the end of the project.

6. Perimeter Air Monitoring - Asbestos Project Monitor

- a. The APM shall perform perimeter air monitoring of the ambient air around the circumference of the work area.
- b. This perimeter air monitoring shall be performed on a continuous basis during the asbestos demolition, bulk loading and clean-up operations.
- c. Attention shall be paid to the downwind sector as well as to all adjacent properties, streets and walkways to ensure that the circumferential monitoring points coincide with these sensitive receptors.
- d. The APM shall have a minimum of four (4) air monitoring stations. However more stations may be required to accomplish adequate monitoring between the Site and all of the sensitive receptors.
- e. Analyses of the air samples shall be performed within one (1) hour of collection and results reported to the asbestos supervisor and demolition site supervisor for review, so that corrections in the work practices can be made immediately.
- f. If the air monitoring results exceed one - one hundredth fiber per cubic centimeter (0.010 f/cc) of air, then all work shall stop. The work methods shall then be evaluated by the APM, the Asbestos Site Supervisor and the demolition site supervisor prior to continuing any further work.
- g. If the airborne fiber concentrations reach or exceed fifteen thousandths fibers per cubic centimeter (0.015 f/cc) of air, then work shall stop and not continue until approval is granted by the MassDEP.

NOTE:

- For any exceedance of 0.01 f/cc, the MassDEP shall be notified by the close of business (5:00 PM).
- For any exceedance of 0.015 f/cc, MassDEP shall be notified within two (2) hours.

7. Air Sampling Procedures (Perimeter)

- a. The device used to measure the flow rates for the perimeter and personal air monitoring samples shall have been calibrated by a primary calibration device within six (6) months of utilization at the Site.
- b. A record of the calibration record for each of the measurement devices used at the Site shall be kept at the Site for the duration of the project.
- c. Analyses of the perimeter air samples and employee air samples shall be performed by the APM on-site. The APM shall be a successful participant in the American Industrial Hygiene Association's Asbestos Analytical Registry (AIHA's AAR) and is proficient with the most recent "PAT" rounds.

8. General Conditions of Agreement

- a. No work pursuant to this Work Plan shall commence unless the APM is at the Site and all air monitoring stations, both perimeter and employee monitoring, are in full operation.
- b. This Work Plan applies specifically to the demolition and disposal of 188 Main Street located in Greenfield, Massachusetts.
- c. This Work Plan does not apply to any past or future asbestos handling at the site.
- d. All other MassDEP regulations are in force for the balance of this asbestos abatement operation.
- e. This work plan does not negate the responsibility of the property owner, the contractor, subcontractors and consultants from complying with all other applicable federal, state and local regulations.

9. Timeframe of Approval

- a. This Work Plan is valid for ninety (90) days after date of acceptance by MassDEP and shall be deemed expired at the end of the ninetieth (90th) day.
- b. If activities are to continue past the 90-day expiration date then the MassDEP shall be notified (shall have received) in writing at least ten (10) days in advance, specifically, on or before the eightieth (80th) day.
- c. Continuance of the work under the provisions of the Work Plan shall be the sole determination of MassDEP.

10. Changes in Conditions/Scope of Work

- d. Any variance from the proposed conditions listed above shall be evaluated by MassDEP prior to commencement of any such activities.
- e. All requests for changes to or amendments of this Work Plan shall be made to the MassDEP in writing.
- f. None of the amended activities or operations shall be used at the Site until accepted and approved in writing by MassDEP.

11. Recording Keeping

- a. **All documentation regarding air monitoring collection procedures, calibration records and analysis results, visual inspections and waste disposal shall be kept on site for inspection by MassDEP personnel for the duration of the removal operation.**
- b. **Copies of the documentation are to be supplied to MassDEP upon request and within thirty (30) days of completion of the project.**
- c. **An original completed Certification Form attached to MassDEP's Approval Letter shall accompany all submittals sent to the MassDEP.**

I appreciate your attention regarding this matter and look forward to hearing your response. If you have any questions, please do not hesitate to contact me at (413) 664-6687.

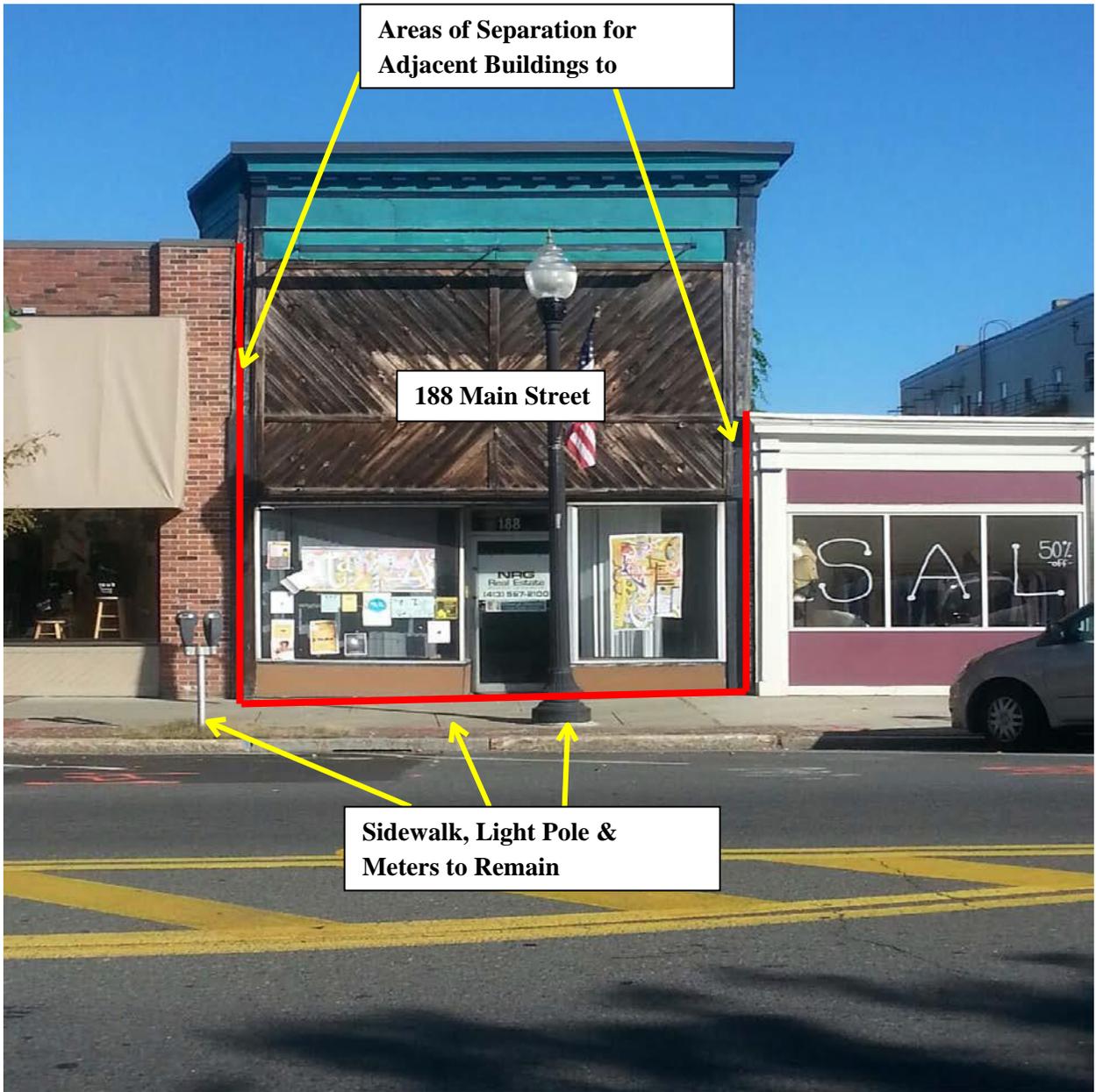
Sincerely,

ATC Group Services, LLC

A handwritten signature in black ink, appearing to read "Derrick Wissman", with a long horizontal flourish extending to the right.

Derrick Wissman
MA #AD072630

APPENDIX B - SITE PHOTOS



**Areas of Separation for
Adjacent Buildings to**

188 Main Street

**Sidewalk, Light Pole &
Meters to Remain**

PHOTO A

188 MAIN STREET (FRONT SIDE OF BUILDING)

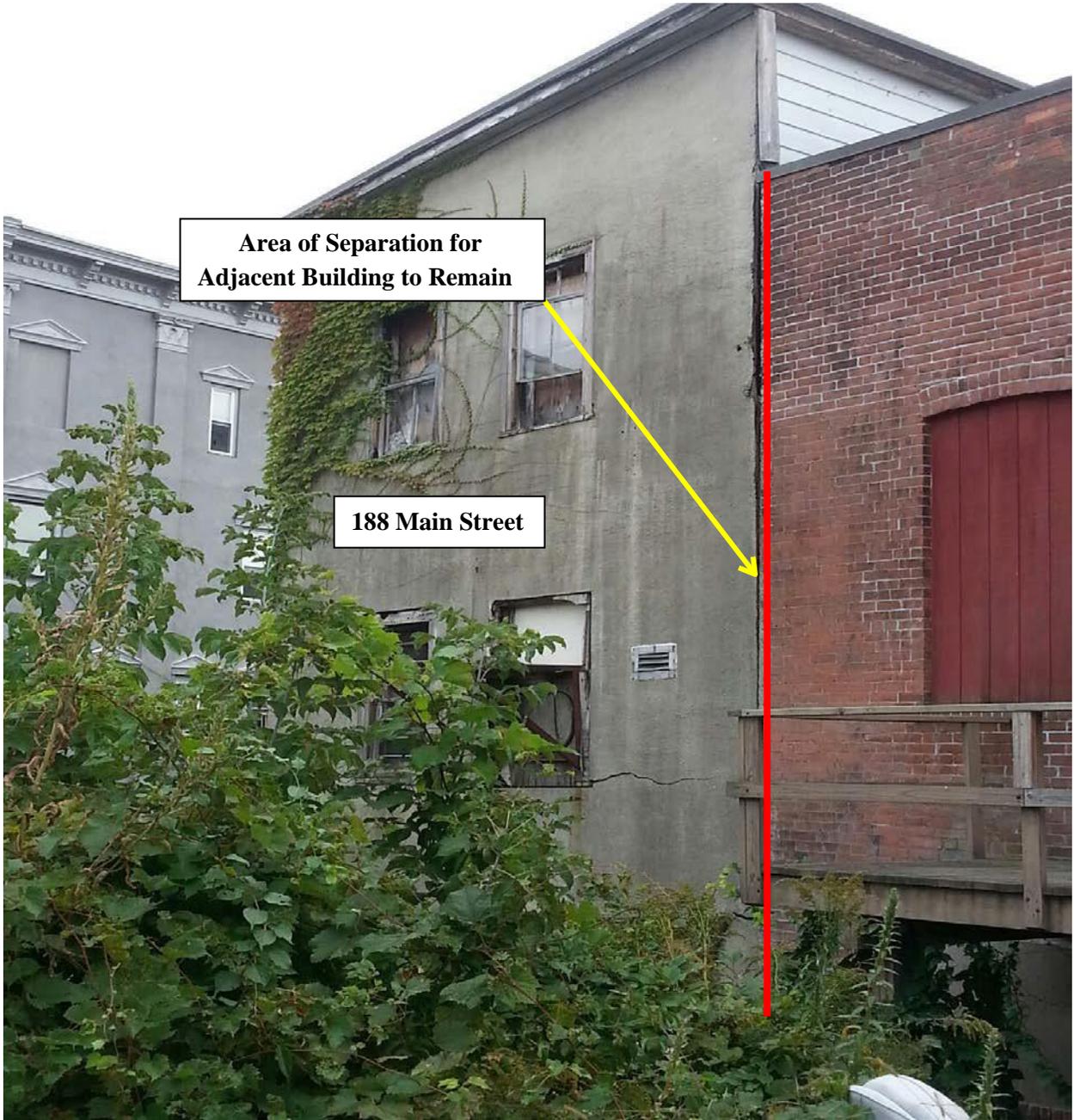


PHOTO B

**188 MAIN STREET (REAR SIDE OF BUILDING FROM
PARKING LOT)**



PHOTO C

**188 MAIN STREET (REAR SIDE OF BUILDING ACROSS
RAILROAD TRACKS)**

Lucky Nails Building Demolition 188 Main St. Greenfield, Ma. Photo Report

June 13,2007

- Photo #1- Looking at the store front from across Main St. from the North West
Photo #2- Looking at the South West upper corner of the building where it attaches to the adjacent building
Photo #3- Looking at the South West lower corner of the building where it attaches to the adjacent building
Photo #4- Looking at the South East lower corner of the building where it attaches to the adjacent building
Photo #5- Looking at the South East upper corner of the building where it attaches to the adjacent building
Photo #6- Looking at the East wall of the building and stone foundation from the North East
Photo #7- Looking at the poured concrete foundation wall on the East wall from the East
Photo #8- Looking at the East wall of the building and stone foundation from the North East
Photo #9- Looking at the East wall of the building where it attaches to the adjacent building and stone foundation from the North East
Photo #10- Looking at the railroad line and the sloped embankment from the foundation of the building from the North east corner
Photo #11- Looking at the entire back side of the building and embankment from the North East
Photo #12- Looking at the entire back side of the building and embankment from the North East
Photo #13- Looking at the North West corner of the building and where it attaches to the adjoining building from the North West
Photo #14- Looking at the North West corner of the building and where it attaches to the adjoining building from the North West
Photo #15- Looking at the foundation wall and center supports from the South
Photo #16- Looking at the meters and utilities along the South wall in the foundation from the North
Photo #17- Looking at the meters and utilities along the South wall in the foundation from the East
Photo #18- Looking at the North West corner of the building where it adjoins the adjacent building from the North
Photo #19- Looking at the meters and utilities along the South wall in the foundation from the North
Photo #20- Looking at the meters and utilities along the South wall in the foundation from the North
Photo #21- Looking at the 1st floor interior's West wall from the South
Photo #22- Looking at the 1st floor interior's West wall from the South

P:\HUNTLEY PROJECTS\505-013 LUCKY NAILS ST LEB\DOCUMENTS\PHOTO REPORT 6-12-07.DOC

30 INDUSTRIAL DRIVE EAST • NORTHAMPTON, MASSACHUSETTS 01060 • (413) 584-7444 • FAX (413) 586-9159
1885 STATE STREET • SCHENECTADY, NEW YORK 12304 • (518) 393-4767 • FAX (518) 393-3510
16-18 REYNOLDS AVENUE • ONEONTA, NEW YORK 13820 • (607) 432-3300 • FAX (607) 432-8313

- Photo #22- Looking at the 1st floor interior's West wall from the South
- Photo #23- Looking at the 1st floor interior's North wall from the South
- Photo #24- Looking at the 1st floor interior's East wall from the North
- Photo #25- Looking at furnaces and heating systems in the basement along the West wall
- Photo #26- Looking at the Oil tank in the basement along the West wall from the East
- Photo #27- Looking at the Water heater in the basement along the West wall from the East
- Photo #28- Looking at a HVAC unit on the first floor in the North side of the building from the East
- Photo #29- Looking at the North East room on the 2nd floor from the South
- Photo #30- Looking at the North West room on the 2nd floor from the South
- Photo #31- Looking at the South room on the 2nd floor from the North
- Photo #32- Looking at floor tiles on the 1st floor stair landing from the South West

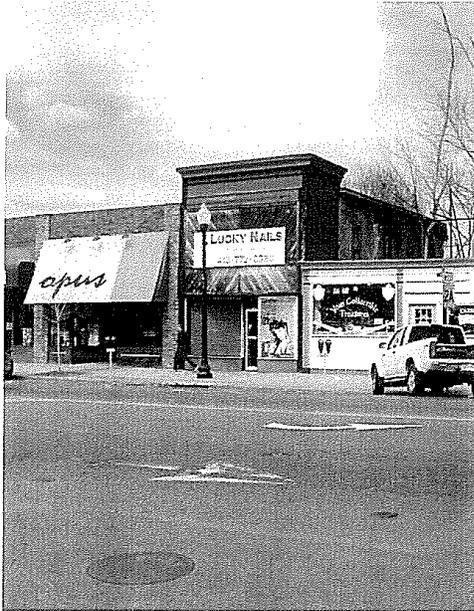


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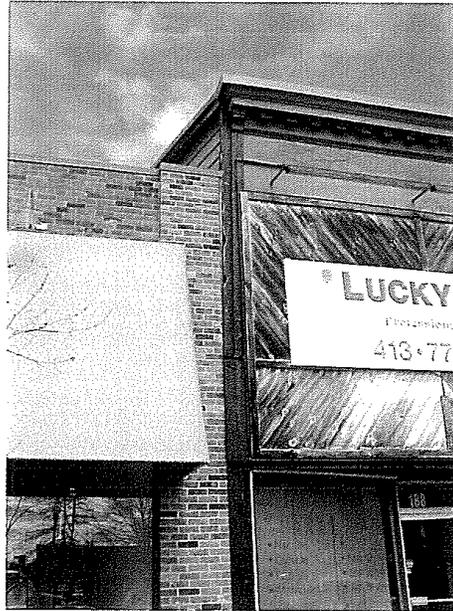


PHOTO #2



PHOTO #3



PHOTO #4



PHOTO #5



PHOTO #6

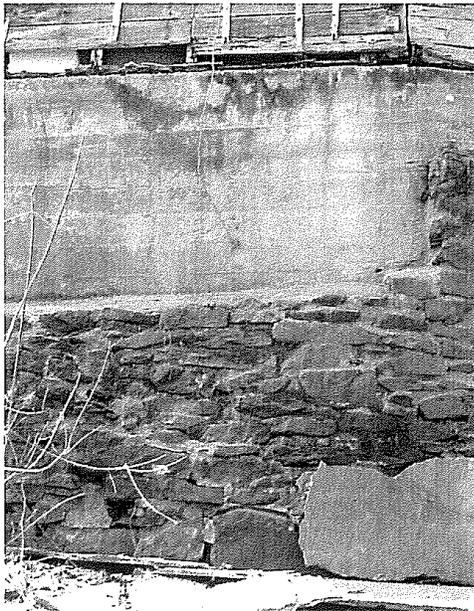


PHOTO #7



PHOTO #8

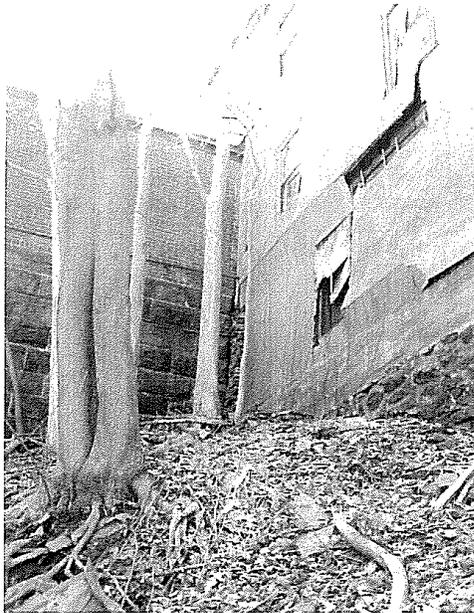


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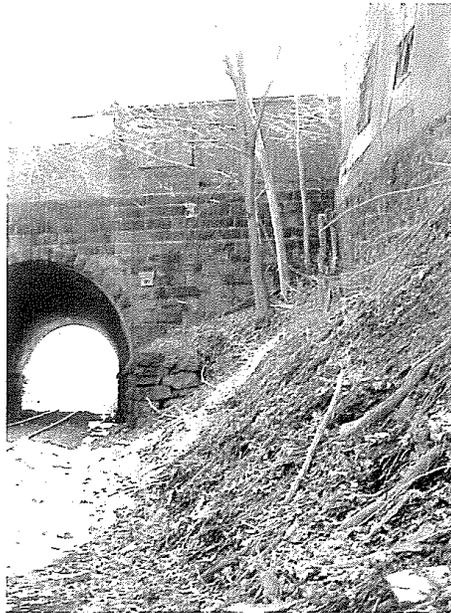


PHOTO #10

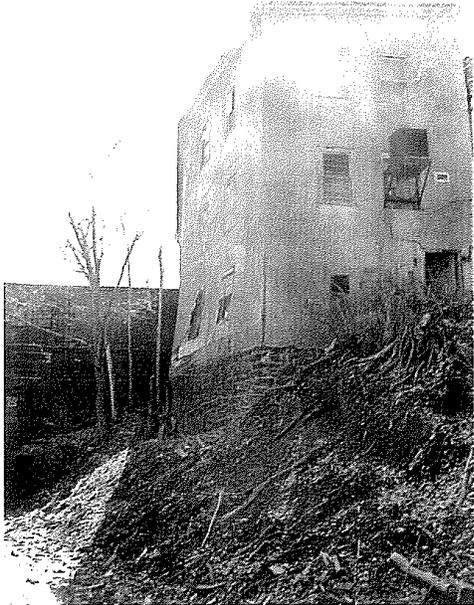


PHOTO #11



PHOTO #12



PHOTO #13

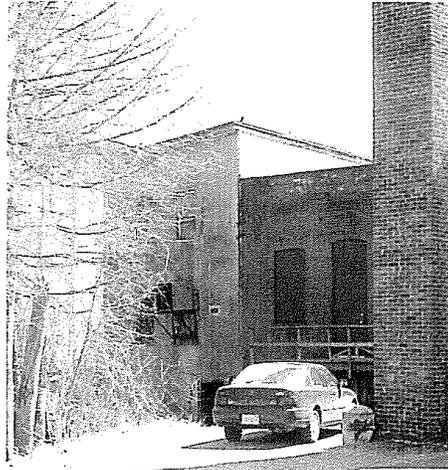


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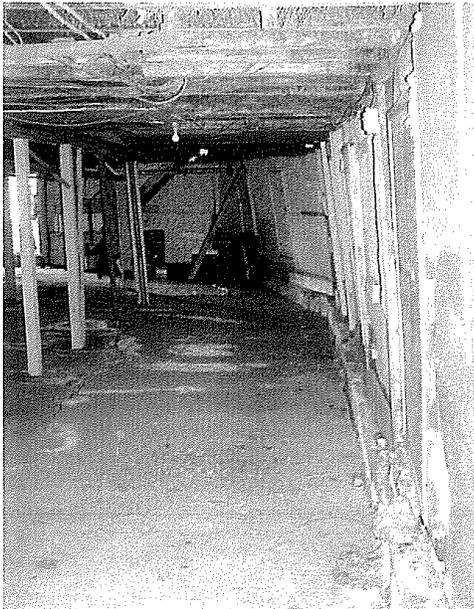


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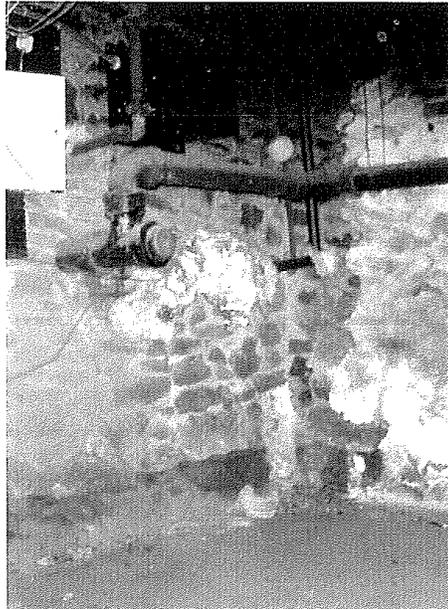


PHOTO #16



PHOTO #17

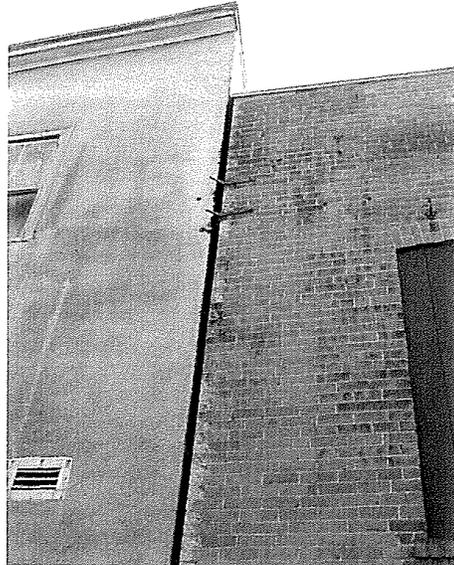


PHOTO #18

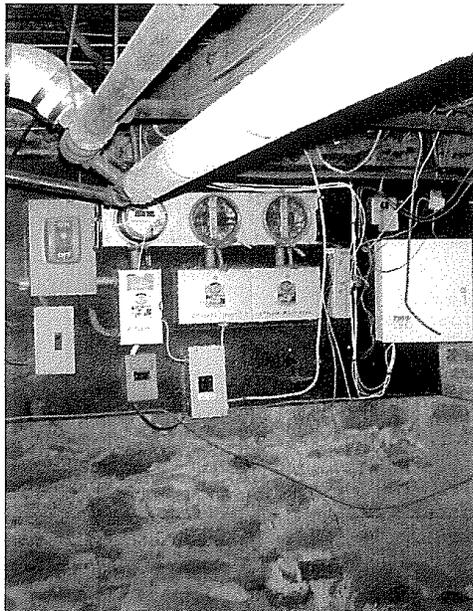


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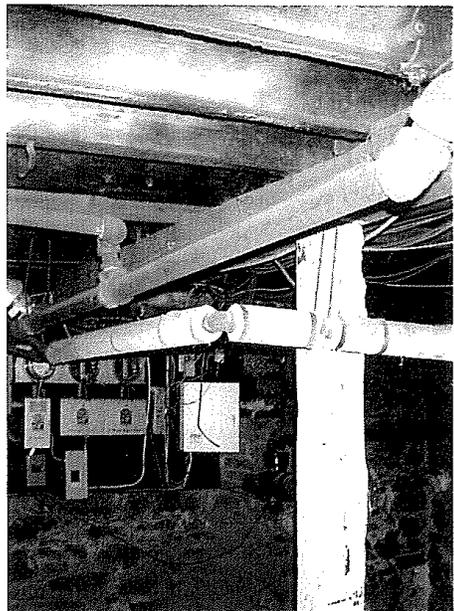


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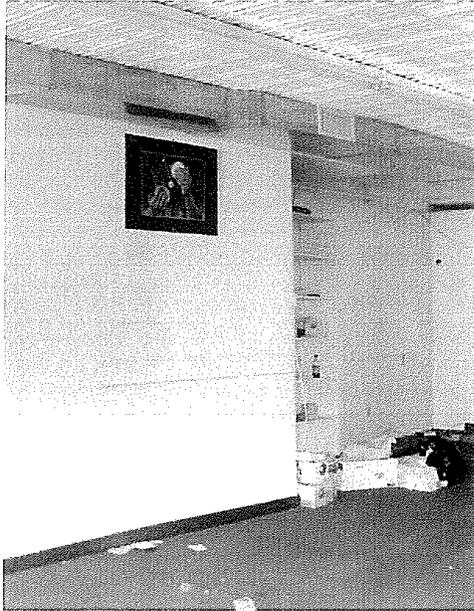


PHOTO #21

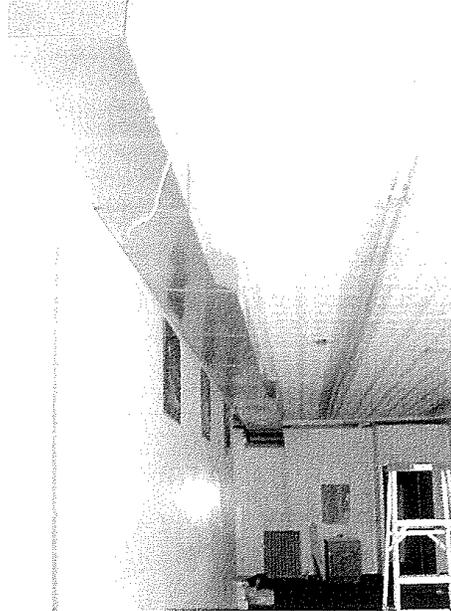


PHOTO #22

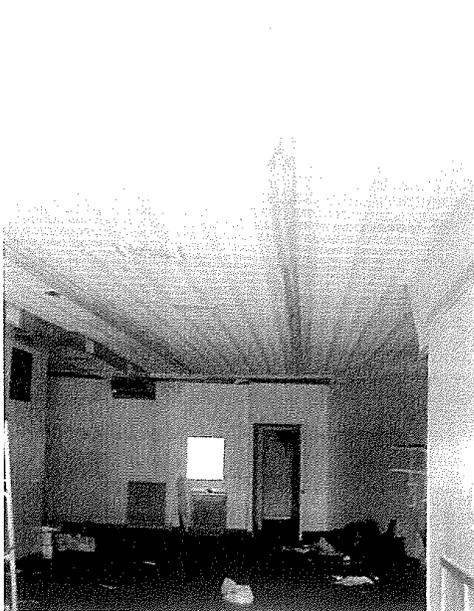


PHOTO #23

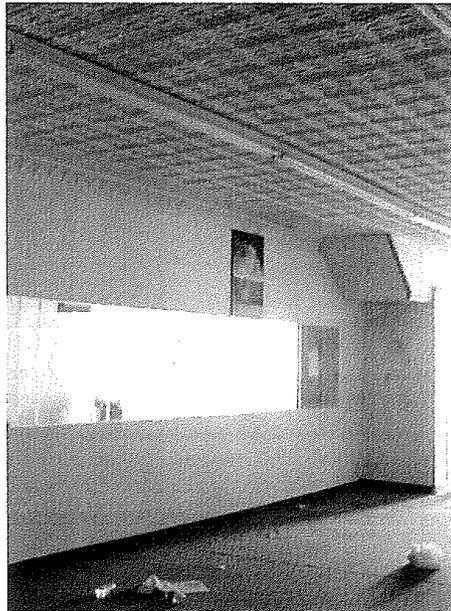


PHOTO #24



PHOTO #25

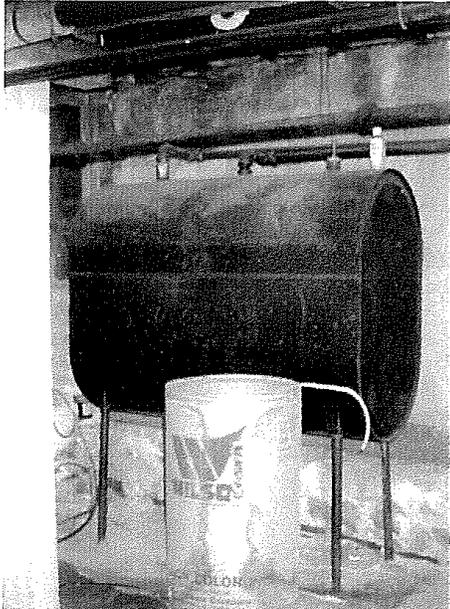


PHOTO #26

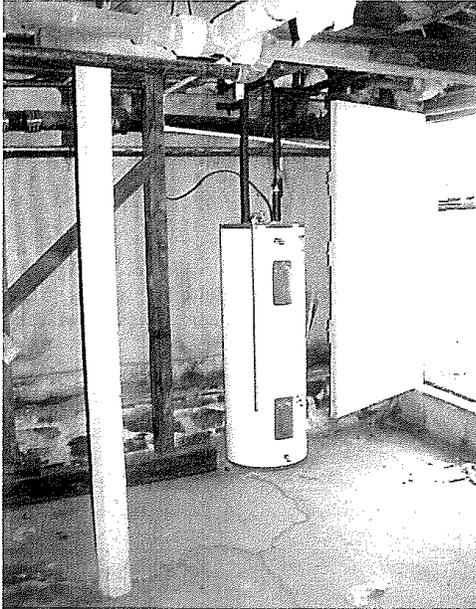


PHOTO #27



PHOTO #28



PHOTO #29



PHOTO #30



PHOTO #31

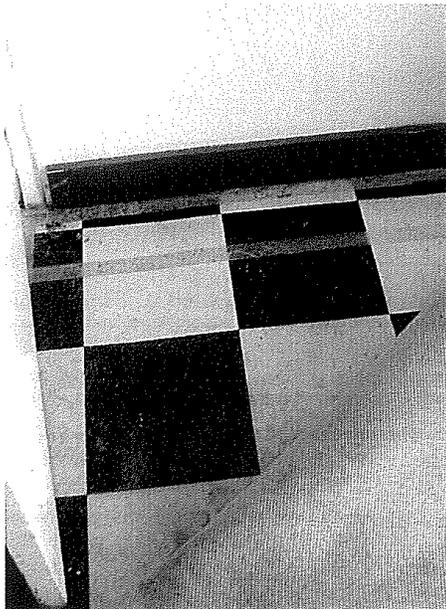
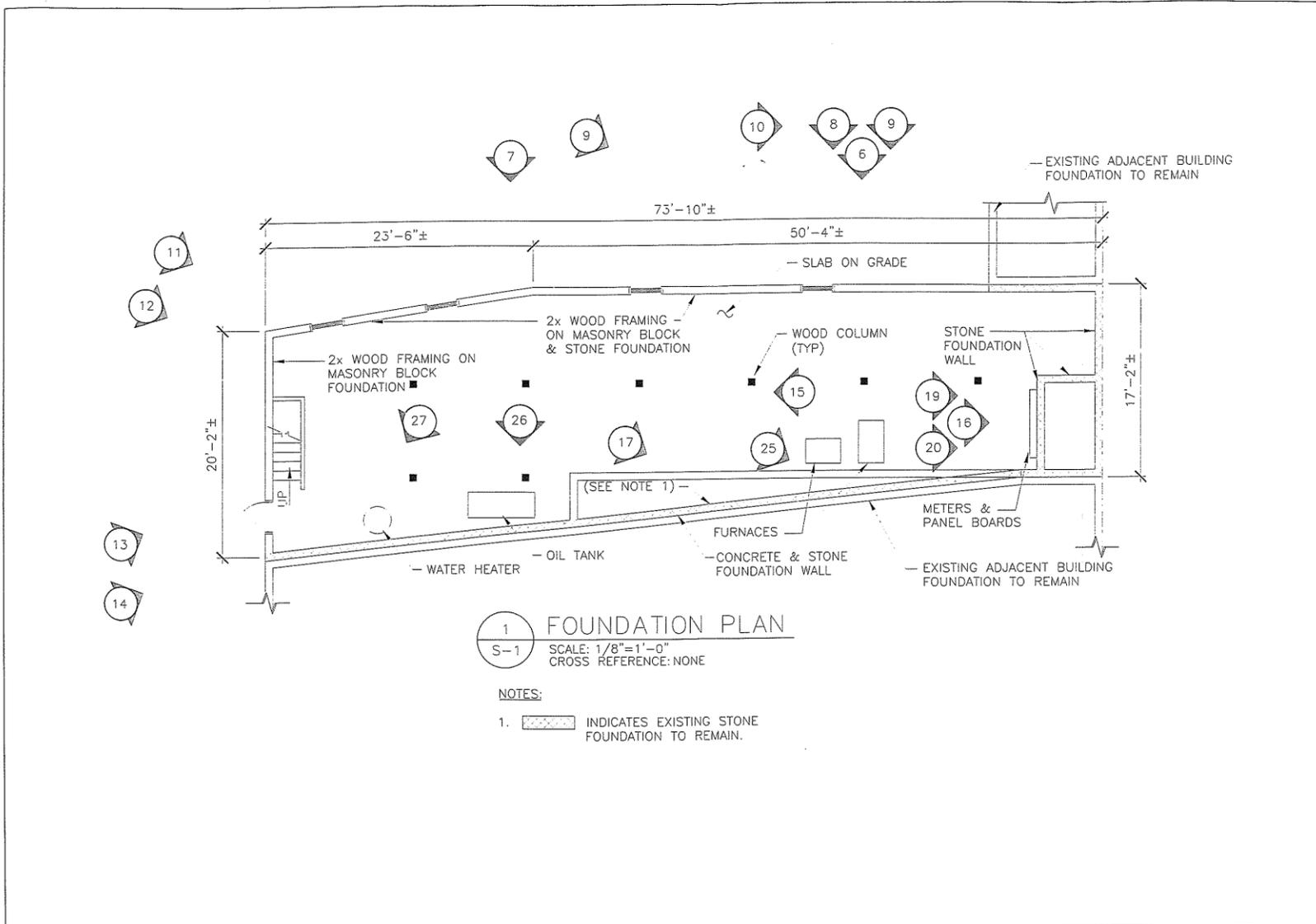


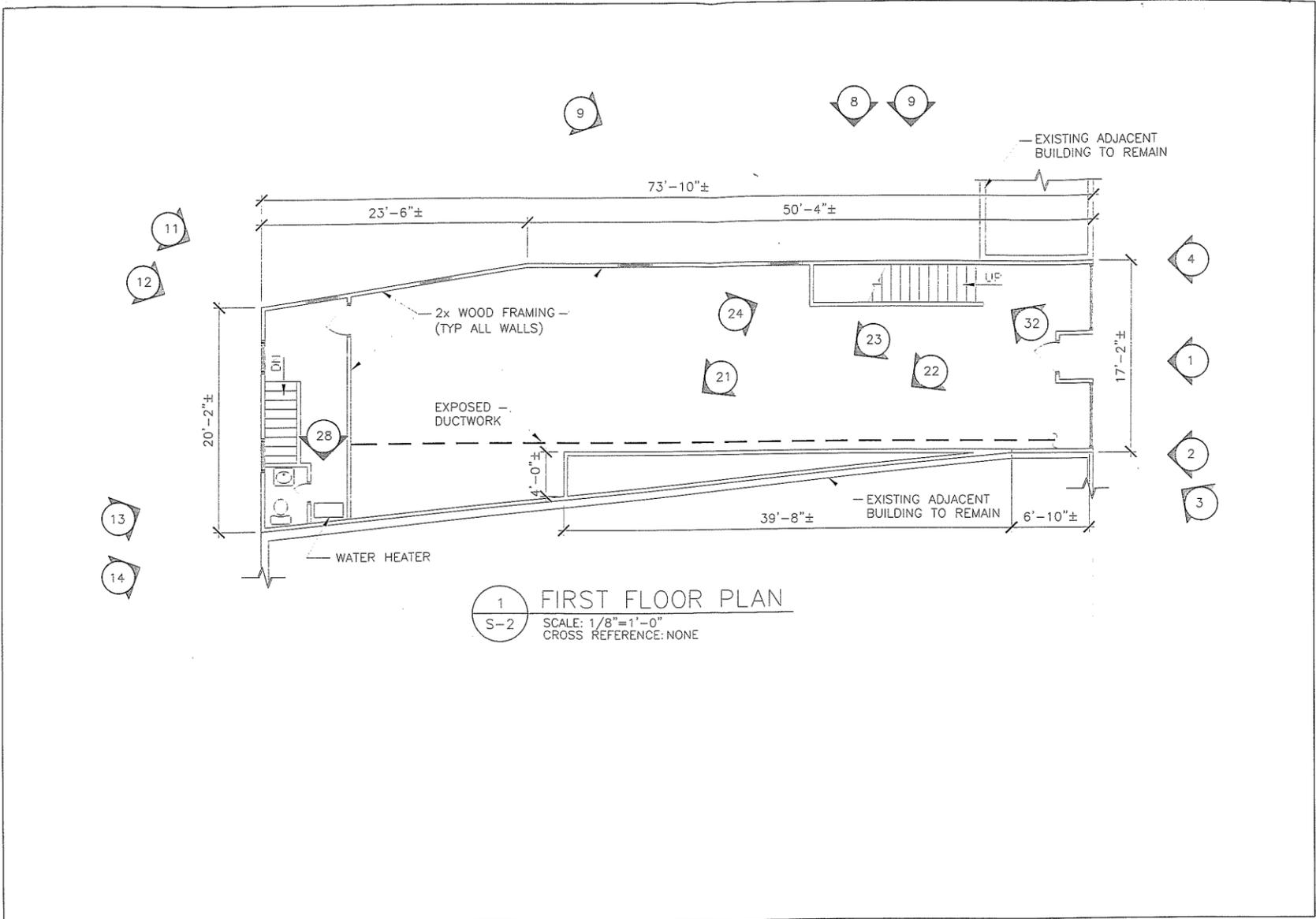
PHOTO #32



1 FOUNDATION PLAN
 S-1 SCALE: 1/8"=1'-0"
 CROSS REFERENCE: NONE

- NOTES:
1.  INDICATES EXISTING STONE FOUNDATION TO REMAIN.

REVISIONS	
No.	Date
FOUNDATION PLAN	
LUCY JAMES RECONSTRUCTION 1000 WEST 10TH AVENUE DENVER, CO 80202	
SCHAFER ENGINEERING ASSOCIATES Civil, Structural, Building Engrg., Heavy, Water & Waste Systems, Site Development 1800 State Street • BalaCaddy, New York, NY 10024 10-10 Reynolds Avenue • Queens, New York 11385 Phone: (212) 261-1100 Fax: (212) 261-1100	
DATE	3/05/07
SCALE	AS NOTED
DRAWN	PEH
JOB	555-013
SHEET	S-1



REVISIONS	
NO.	DESCRIPTION

FIRST FLOOR PLAN

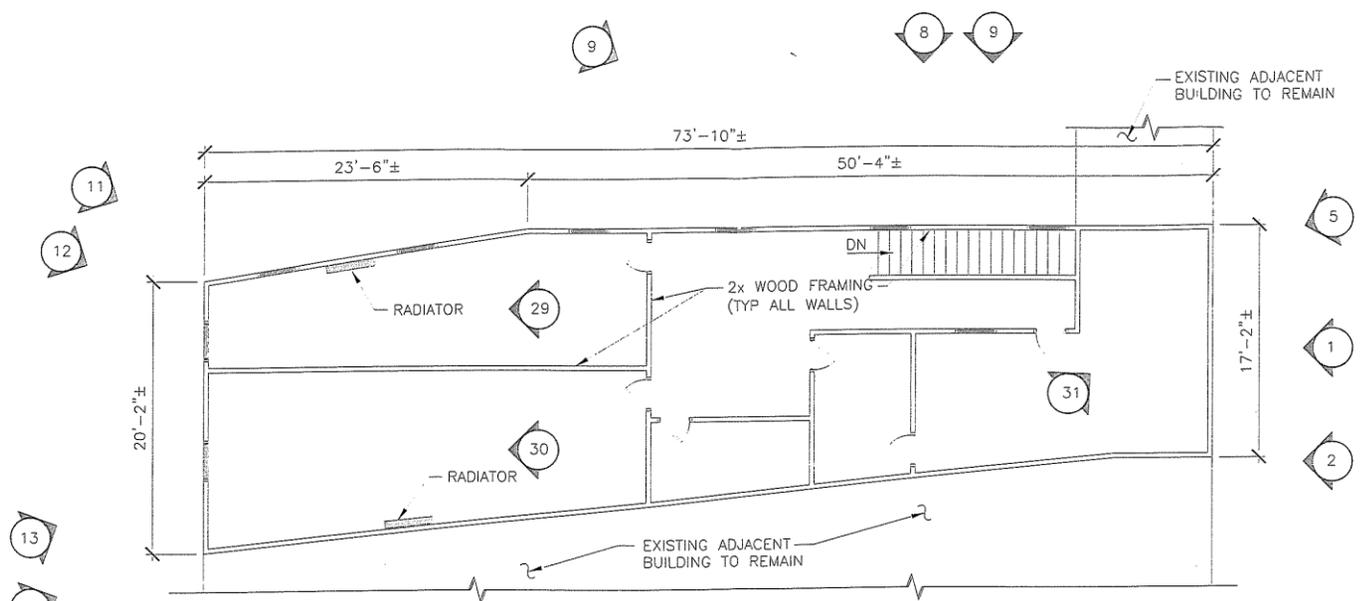
LUCY LINKS RECONSTRUCTION
 1000 WASHINGTON ST. SUITE 200
 BOSTON, MA 02108
 (617) 552-1100

SCHAFER ENGINEERING ASSOCIATES

Engineering Consultants: Civil, Structural, Building Systems, Highway, Water & Waste Systems, Site Development
 1800 Route 20 West • Scarborough, New York 11761
 19-18 Regentville Avenue • Roseton, New York 11768
 Phone: (813) 292-2010 Fax: (813) 292-2010



DATE	3/06/07
SCALE	AS SHOWN
DRAWN	PKC
CHK	S25-R13
SHEET	S-2



1
 S-3
SECOND FLOOR PLAN
 SCALE: 1/8" = 1'-0"
 CROSS REFERENCE: NONE

REVISIONS	
NO.	DESCRIPTION
SECOND FLOOR PLAN	
LUCAS WALKER RECONSTRUCTION 1400 W. 14TH AVENUE CHICAGO, IL 60607	
SCHAFFER ENGINEERING ASSOCIATES Engineering Consultants: Civil, Structural, Building Design, Electrical, HVAC & Mass Systems, Site Development 1800 East 14th Street • Chicago, IL 60610 • Tel: (773) 327-1100 Fax: (773) 327-1101 • Email: info@schafereng.com Website: www.schafereng.com	
DATE	3/06/07
SCALE	AS NOTED
DRAWN	REP
JOB	506-013
SHEET	S-3

APPENDIX C - MassDOT Rail & Highway Permit Requirements

MassDOT & Rail Road Permit Requirements

MassDOT Rail & Highway Divisions, in conjunction with Pan AM Railway, has stringent requirements that must be followed when working on, or adjacent to, the railroad tracks and the RR tunnel that runs under Main Street, that boarder the eastern perimeter of 188 Main Street. If access is needed on or around the tracks and tunnel, or if there is the possibility that materials or debris will fall onto the tracks, insurance must be in place to cover MassDOT Rail and Highway Divisions (related to the RR tunnel), as well as Pan Am Southern Railway, LLC and National Passenger Railroad Corp., (Amtrak). MassDOT Rail “may” coordinate with Pan Am and Nat’l on required insurance & submissions. Coordination with MassDOT Rail is also required to have a flagman present on site during any needed access or during any period in which there is a possibility that debris could fall onto the tracks.

- NOTE: There are basically 2 commuter trains that run through that area each day; one at approximately 1:00 pm and another around 4:00 pm. In addition, there may be one daily freight train that also runs through that area, but the schedule is unknown at this time. **Actual times, schedules, and number of trains per day shall be verified by the Contractor with MassDOT Rail Division and the assigned Pan Am flag person prior to starting any work.**

There are specific forms attached that must be completed and submitted to MassDOT, along with a \$1,000 application fee – **this fee may be waived by DOT if the work is related to DOT interests.**

MassDOT & Pan Am Reference Contact Information:

- MassDOT Rail Division, 10 Park Plaza, Room 4160, Boston, MA 02116
 - James (Jim) Eng, james.eng@state.ma.us , 857-369-8963 those that follow report to him.
 - Scott Conti – 857-368-8965, MassDOT Project Manager
 - Chalita Belfield, Director of Railroad Properties (contact Pat below)
 - Pat Barrett, License Manager, pbarrett@apmsolutions.com 617-637-3768
 - Mike Nolan, Supervisor, 978-660-4727
 - Mike Twidle, mtwidle@panam.com 978-663-6937
 - Shawn Higgins, shiggins@panam.com 978-663-1122 Contact for flagmen
 - Glenn MacNeil, DOT Track Supervisor, 978-609-4159 – Glenn works out of the East Deerfield railroad location and may serve as the local flagman.
- MassDOT Insurance company information: Holly Gardiner, Sr. Comm. Client Mgr., **Fred C. Church Ins.**, 978-322-7168 hgardiner@fredchurch.com
- Shawn Higgins, shiggins@panam.com 978-663-1127 / He will coordinate with engineers for review of project specs, plans, and reports. Pan Am Southern Railways, 1700 Iron Horse Park, Billerica, MA 01862

APPLICANT: _____ DATE REC'D BY MassDOT: _____

APPLICATION FOR USE & OCCUPANCY OF MassDOT PROPERTY

THIS APPLICATION MUST BE COMPLETED IN FULL IN ORDER TO EVALUATE APPLICANT'S ABILITY TO FULFILL THE REQUIREMENTS OF THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION (MassDOT) FOR THE USE AND OCCUPANCY OF MassDOT PROPERTY. IF THERE ARE SECTIONS THAT ARE NOT APPLICABLE TO YOUR APPLICATION PLEASE INDICATE AND THEN SKIP TO THE NEXT SECTION.

SECTION 1: GENERAL INFORMATION

APPLICANT NAME: _____

If Applicant is a business, please also complete Section 2 of this Application.

CONTACT PERSON: _____

Title: _____

Address: _____

Phone: _____

FAX: _____

E-Mail: _____

PROPERTY LOCATION: _____
(City / Town)

RAIL LINE: _____

Mile Post(s): _____ - _____ Station(s): _____

TYPE OF USE: _____ Public _____ Private _____ Business

If Business: _____ Commercial _____ Industrial

PROPOSED USE OF PROPERTY: _____

PLEASE DO NOT
WRITE IN THIS
BLOCK
MassDOT FILE #:

RR FILE #:

Admin. Fee: _____
Use Fee: _____

RR Fee: _____

SECTION 2: COMPANY INFORMATION

Legal Name of Applicant: _____

Applicant is a: _____ Corporation _____ Limited Liability Company
 _____ Partnership _____ Trust
 _____ Sole Proprietorship

Federal Tax Identification Number: _____

Mass. Tax Identification Number: _____

Company Information

Corporation

Corporate Name: _____

State / Year of Incorporation: _____

Corporate Address: _____

Please attach Articles of Organization and Certificate of Good Standing

Partnership

Partnership Name: _____

Name(s) of General Partner(s): _____

Residential Address of Gen. Partner(s): _____

Social Security Nos. of Gen. Partner(s): _____

Sole Proprietorship

Name: _____

Residential Address: _____

Social Security No.: _____

Trust

Trust Name: _____

Trust Address: _____

Trustees (list name, residential address, & social security no.; use separate sheet if necessary):

Place of filing Declaration of Trust: _____

Please attach Declaration of Trust

Billing Information

Bill As:

Address: _____

Telephone: (_____) _____ (_____)

Person to Contact: _____ Title: _____

Person/Resident Agent Authorized to Receive Legal Process/Notice

Name: _____

Title: _____

Telephone: (_____) _____ (_____)

Business Address: _____

SECTION 3: SPACE REQUIREMENTS

Please note: This Application must be accompanied by a plan or sketch indicating the proposed location of the MASSDOT property that is the subject of the License, Lease, or Sale requested.

A. On, under, or adjacent to Active MASSDOT Railroad Right-of-Way:

Municipality (ies)	_____	_____
Street(s)	_____	_____
Railroad Line	_____	_____
Operating Railroad	_____	_____
Mile Post(s)	_____	_____
Valuation Station(s)	_____	_____
Valuation Plan(s)	_____	_____

B. On, under or adjacent to Inactive MASSDOT Railroad Right-of-Way:

Municipality (ies)	_____	_____
Street(s)	_____	_____
Railroad Line	_____	_____
Mile Post(s)	_____	_____
Valuation Station(s)	_____	_____
Valuation Plan(s)	_____	_____

C. Other MASSDOT property (please describe by town or city, county, and street address, if known):

D. Area of Proposed Occupancy _____

Square Feet _____

Linear Feet _____

SECTION 4: PERMIT REQUIREMENTS & ENVIRONMENTAL INFORMATION

REQUIRED STATE and LOCAL PERMITS:

Please list the State Approvals required for this Project / Use & Timeline for Submission:

Please list the Local Approvals required for this Project / Use & Timeline for Submission:

Please list Approvals received to Date & attach copies of any pending Permit Applications:

ENVIRONMENTAL INFORMATION:

Will you/your company conduct any of the following activities on-site?

- | | |
|--|---|
| <input type="checkbox"/> Vehicle Maintenance | <input type="checkbox"/> Vehicle/Equipment Painting |
| <input type="checkbox"/> Vehicle Fueling | <input type="checkbox"/> Vehicle/Equipment Washing |
| <input type="checkbox"/> Hazardous Waste Generation | <input type="checkbox"/> Food Preparation |
| <input type="checkbox"/> Storage of Chemicals, Fuels, Solvents or
Vehicle Parts | <input type="checkbox"/> Manufacture |
| <input type="checkbox"/> Equipment Repair | <input type="checkbox"/> Other (please describe): |
| <input type="checkbox"/> Commercial Printing | |

What equipment, other than office equipment, will you use, store, and/or wash on-site?

Please note that copies of all state and local permits must be filed with MassDOT prior to commencement of any construction upon or improvements to MassDOT property. MassDOT's consent and approval of the requested permission to use MassDOT property is subject to the receipt by Applicant of all required approvals, and MassDOT's consent and approval as set forth in any agreement between MassDOT and Applicant shall be deemed void and of no effect if the requisite permits are not obtained.

Type of Supplies/Chemicals/Hazardous Materials¹ (including oils) to be used/stored on premises:

How many storage tanks will you have/need? _____

Will they be above-ground/below-ground tanks? _____

What type and size storage tanks will you have/need? _____

What will these tanks contain? _____

Do you/will you have a Spill Prevention Control Countermeasure Plan? _____

Will your operation be a very small, small, or large quantity generator of hazardous waste?²

How will you store oil (including waste oils), chemicals, hazardous materials, and hazardous waste?

Does your company engage in any activities, which are subject to EPA/DEP/Massachusetts Fire Marshal inspections? Yes _____ No _____

Has your company ever been denied a permit or license, or had a permit or license revoked by EPA/DEP/Massachusetts Fire Marshal? Yes _____ No _____

Please provide your permanent EPA ID Generator No.: _____

Have you/your company, within the past three (3) years, been a party to DEP/OSHA/EPA litigation? Yes _____ No _____

If yes, please explain: _____

Is any property owned/operated by you/your company on the federal/state priority disposal site list? Yes _____ No _____

¹ See 310 CMR 40.900
² See 310 CMR 30.00

If yes, please explain (using a separate sheet).

Table of Abbreviations:

DEP - Department of Environmental Protection

OSHA - Occupational Safety & Health Act

EPA - Environmental Protection Agency

PRP - Potentially Responsible Party

Have you/your company ever been named a Potentially Responsible Party/received a Notice of Responsibility/received an Administrative Summons/been a signatory to a consent decree for the storage, disposal, generation, or transportation of oil (including waste oils), chemicals, hazardous materials, and hazardous waste, or held an interest in a site or property which was listed on any federal or state government list of sites to be investigated for environmental contamination?

Yes_____

No_____

If yes, please state case name, court, docket number and date filed:

SECTION 5: ATTACHMENTS

THE COMPLETED APPLICATION MUST BE ACCOMPANIED BY (please attached checked items):

	<u>REQUIRED</u>	<u>COMMENT</u>
1. Current Business Certificate, Articles of Incorporation, <i>OR</i> Declaration of Trust	<input type="checkbox"/>	_____
2. Current Annual Report (as filed with the Office of the Secretary of State)	<input type="checkbox"/>	_____
3. Current Insurance Certificates	<input type="checkbox"/>	_____
4. Revenue Enforcement and Protection Program Certification	<input type="checkbox"/>	EXHIBIT A
5. Employer’s Certificate of Compliance with Massachusetts Employment Security Law	<input type="checkbox"/>	EXHIBIT B
6. Statement of Beneficial Interest	<input type="checkbox"/>	EXHIBIT C
7. Current Financial Statement (Certified) <i>OR</i> Credit Information <i>AND</i> Banking Information	<input type="checkbox"/>	EXHIBIT D EXHIBIT E
8. Rental Information	<input type="checkbox"/>	EXHIBIT F
9. Technical Information	<input type="checkbox"/>	EXHIBIT G
10. A plan or sketch sufficient to indicate the type of use / occupancy or installation, as well as the location of the property to be the subject of the License, Lease, or Sale.	<input type="checkbox"/>	_____
11. List of all Required Local and State Permits	<input type="checkbox"/>	_____

NOTES:

1. *MASSDOT RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION AS IT MAY DEEM NECESSARY TO COMPLETE ITS REVIEW OF THIS APPLICATION.*
2. *COMPLETION OF THIS APPLICATION DOES NOT OBLIGATE EITHER PARTY TO ENTER INTO AN AGREEMENT FOR THE USE & OCCUPANCY OF MASSDOT PROPERTY OR ESTABLISH ANY RIGHTS IN MASSDOT PROPERTY.*
3. *IF APPLICANT BELIEVES ANY OF THE ABOVE REQUESTED ATTACHMENTS DOES NOT APPLY TO YOUR APPLICATION, PLEASE INDICATE THE REASON WHY NOT ATTACHED.*

Applicant Acknowledgments:

1. An administrative fee must be deposited with MassDOT prior to final MassDOT approval of the proposed use and occupancy by Applicant.
2. An annual fee will be assessed for the proposed use, and will be due upon execution of any agreement with MassDOT. MassDOT may waive annual fee if applicable.
3. Applicant shall be responsible for all costs associated with MassDOT's preliminary and final engineering review in connection with this Application, as well as any appraisals deemed necessary by MassDOT to determine the value of the occupation. Any charges in excess of the initial administration fee will be billed directly to the address indicated in the Application.
4. If the proposed occupation is to be installed on an active railroad line owned by MassDOT, Applicant will be required to submit a copy of the Application and any necessary engineering plans and specifications to the Operating Railroad for review and approval.
5. Applicant will be responsible for all costs associated with review by any railroad operating on the property which is the subject of the proposed occupation (Operating Railroad), as well as the costs of inspectors and flag persons.
6. Applicant will be required to submit copies of insurance policies of the type and in the amount as may be required by MassDOT prior to commencing the occupation or any work connected therewith on MassDOT property.
7. Applicant will be required to notify MassDOT and any Operating Railroad of the commencement date and termination date of any construction work to be performed on MassDOT property.
8. Applicant will be required to deliver a professionally prepared "as-built" plan following the completion of any construction upon or improvements to MassDOT property.

I _____ certify that I am authorized to provide the information requested herein and have done so truthfully. I authorize MassDOT to conduct an inquiry as to the information contained in this application. I understand and acknowledge that misrepresentations or omissions of facts will be cause for this request to lease property to be denied or for the immediate termination of a license or lease and/or use or occupancy if one has been granted.

The applicant shall be responsible for updating the information contained herein and will notify MassDOT in a timely manner, as changes occur.

Signature: _____ Title: _____

Date: _____

THE INFORMATION PROVIDED IN THIS APPLICATION FOR PROPERTY USE & OCCUPANCY WILL BE KEPT CONFIDENTIAL BY MASSDOT AND SHALL NOT BE DISCLOSED EXCEPT TO THE EXTENT REQUIRED BY LAW UNDER M.G.L.C. 66, SECTION 10(B).

**ATTACHMENT A -PRE-DEMOLITION CONDITIONS SURVEY
REPORT**

ATTACHMENT B - MASSACHUSETTS PREVAILING WAGE RATES