

Town of Acton, Massachusetts

Request for Proposals

November 1, 2004

*Transfer Station
Lease & Mandatory
Leasehold
Improvements*

REQUEST FOR PROPOSALS

TOWN OF ACTON Lease of Municipal Real Estate for Solid Waste Transfer Station With Mandatory Leasehold Improvements

DATE OF ISSUANCE: November 1, 2004

PRE-PROPOSAL CONFERENCE: December 1, 2004 10:00 a.m.

DEADLINE FOR BIDS: January 6, 2005, 3:00 p.m.

Section 1 Introduction

1.1 Introduction

Pursuant to G.L. c. 30B, § 16, the Town of Acton (the "Town") requests competitive proposals for the long-term lease of 21.90 ± acres of Town-owned property located off Route 2 in Acton, MA (the "Property"), for the purpose of operating a commercial solid waste transfer station, co-composting facility, construction and demolition recycling facility, and/or traditional recycling facility (the "Operations"). A portion of the Property is currently used as the Town's existing solid waste transfer station; and all or substantially all of the Property was formerly used as the Town's solid waste landfill. Pursuant to G.L. c. 30B, § 16, the Town of Acton has specified restrictions on the subsequent use of the property, including without limitation the restrictions that the successful Proposer shall perform specific leasehold improvements to the Property during the term of the lease consisting of (a) assessing, permitting, designing, and constructing the closure of the landfill in accordance with all applicable requirements of the Department of Environmental Protection, the United States Environmental Protection Agency, and the Town, and (b) development of a post-closure use of the landfill area as Town recreation fields including access and parking with respect thereto.

The Property for which the Town seeks proposals consists of a portion of the land shown on Town of Acton Assessor's Map G-4; Lots 75, 140, 76, and 167-1 (Exhibit 3). Figure 1-1 shows the locus of the Property (Exhibit 4). The limits of the area available for lease are shown on the attached Figure 1-2 (Exhibit 5) Lots 2, 3, 4, and 5. (Lot 4 on Exhibit 5 is the Transfer Station area itself; Lot 5 on Exhibit 5 is the area to be used for access in common with the Town; these lots are the subject of the mandatory

leasehold improvements discussed herein as are Lots 2 and 3 on Exhibit 5 which also comprise portions of the landfill.) Proposers shall clearly state the total area needed for their proposed operations and provide a site plan of the proposed facility as outlined in this RFP. A disk is attached that contains AutoCAD drawings of the site boundaries and topography (Exhibit 6).

In accordance with the Town's post-closure use criteria for the lease of the Property, the selected firm shall be required to complete the environmental assessment, design, permitting, and construction of a landfill cap for Lots 2, 3, 4 and 5 on Exhibit 5 (and any adjacent affected areas) that meets the requirements of the DEP's Solid Waste Management Regulations (310 CMR 19.000). The selected firm will be responsible for all aspects of the capping project and all costs will be borne by the selected Proposer as well as all costs associated with the acceptance of grading and shaping materials.

Attached as Exhibit 7 is a Conceptual Grading Plan for the unlined landfill that allows for approximately 140,000 cubic yards of capacity for closure-related purposes. This plan is conceptual and the Proposer will be required to submit with the proposal, a conceptual plan for closure of the existing landfill. Proposer shall be aware that the final height of the capped landfill shall not exceed an elevation of 140 feet NAVD 1929 and the plan must create enough flat, open, usable, finished space to allow for a post-closure recreational use as soccer or baseball fields and access and parking with respect thereto.

Any proposed operation must be managed in a way as to not create any nuisance conditions such as off-site odors, noise, or dust. The Town reserves the right to approve, reject, or impose conditions upon all leasehold improvements proposed to comply with the terms of this RFP, to inspect and monitor the construction of the leasehold improvements, and to perform or participate in the performance of all long-term post-closure environmental monitoring as required by the approved closure plan during the term of the lease.

The Town currently utilizes the transfer station for the collection of municipal solid waste from Town residences and commercial sources. The Town currently delivers Acton waste to the NESWC facility in North Andover, Massachusetts. Other commercial waste is delivered to other commercial disposal facilities. The Town's agreement with the NESWC facility expires in September 2005. All proposals shall insure that the Town has continuous, uninterrupted disposal of residential and municipal solid waste generated in the Town of Acton, to the extent such waste is to be processed through the transfer station on the Property. Concurrent with this RFP, the Town has issued a separate RFP and is accepting proposals for the curbside collection, hauling and disposal of certain municipal and residential Solid Waste and the curbside collection, hauling and recycling of certain municipal and residential recyclable materials. A Proposer is free to submit proposals under this RFP for the lease of the transfer station and/or under the RFP for the curbside collection of Solid Waste and Recyclable Materials.

The Town understands that some uses will require improvements to the Property and access and egress improvements via Route 2. The Town will work with the selected Proposer to facilitate reasonable physical changes and reasonable zoning changes to Property. While the Town is currently using and intends to continue to use the adjacent land for Department of Public Works (DPW) operations, the Town will consider relocating some operations to accommodate a proposed facility under this RFP.

The selected firm shall be responsible for all permitting required for all required uses of the Property under this RFP, including without limitation the transfer station, the landfill closure and post-closure use activities, and the recreational field use from the DEP and other federal, state and local permitting authorities. The selected firm shall also be responsible for the construction of any leasehold improvements to the existing transfer station and landfill required to implement the proposed facility.

In selecting a firm in response to this RFP, the Town will specifically evaluate the anticipated economic benefits to the Town of the proposed facility, the compatibility of the proposed use with the surrounding land uses, and the overall environmental impact of the proposed use. Details of the selection criteria are set forth in Section 2 below. The Town intends to continue to utilize the adjacent land to the northeast for Department of Public Works operations.

Technical Proposals shall be submitted in a sealed envelope marked on the outside, "Proposals for Leasing the Former Acton Landfill Site." Financial Benefits proposals shall be submitted in a separate sealed envelope marked on the outside "Financial Benefits Proposal for Leasing Former Acton Landfill Site." Proposals will be accepted at the office of Don P. Johnson, Town Manager, Acton Town Hall, 472 Main Street, Acton, Massachusetts 01720 until 3:00 p.m. prevailing time on January 6, 2005. One original and five copies of all proposals shall be submitted to the Town. At the time the proposals are opened, they will not be made available to the public, in accordance with the RFP provisions of MGL 30B. The proposals will be registered and will then be evaluated by the Selection Committee according to the evaluation criteria specified in Section 2 of this RFP.

Copies of the RFP may be obtained by contacting Mr. Bruce Stamski, Town Engineer/Director of Public Works at the Town Hall address give above. Telephone Number: (978) 264-9628.

A pre-proposal conference will be held at the Town Hall at 10:00 a.m. on December 1, 2004 to respond to any questions on the RFP or the process. This meeting will be followed by a site walk.

Questions on the requirements of this Request for Proposals (RFP) shall be provided in writing to Mr. Stamski on or before December 6, 2004. In the event the Town elects to respond to such written questions, it shall issue written addenda and clarifications to all firms who are registered with the Town as having received the RFP.

The Town reserves the right to reject any and all proposals submitted in response to this request if it is in the Town's best interest and/or the public interest to do so, and the Town's discretion in that regard shall be absolute. The Town reserves the right to waive any informality on any or all proposals or select any firm if deemed to be in the best interests of the Town.

1.2 Site Description

The Acton Transfer Station and former Acton Landfill Property is located in a wedge of town-owned land bordered to the north and east by Forest Road and to the south by State Highway Route 2. Abutting the site to the west is undeveloped town-owned wetland resource area. A private residential property abuts the site on its southeast corner. See attached Figures.

The Town is proposing to provide Lots 2, 3, 4, and 5 as shown on Figure 1-2, Exhibit 5, of the Property for lease to a private company for a solid waste management use. Lease shall grant access rights to the Town via Lot 5. After the closure of the landfill, Lots 2, 3, and 5 will be released back to the Town. The Proposer will maintain access rights over Lot 5 in common with the Town for the duration of the lease. The land is currently zoned Residential. Lot 3 may not be used for any non-municipal related activities. The site is accessed exclusively from Route 2. The attached Site Plan (Figure 1-2, Exhibit 5) shows the proposed limits of the leased area of the Property and the access and egress location.

In 1986, the Town commissioned a Hydrology and Monitoring System study. Since the study's implementation, the Town has conducted annual groundwater sampling. The study and the past 5 years of groundwater results are attached to this document as Exhibit 8. Other public records from the files of the Town and the DEP are on file with the Town and are available for inspection and copying, at the Proposer's expense, upon request made to Mr. Bruce Stamski, Town Engineer/Director of Public Works at the Town Hall address give above, telephone number (978) 264-9628. The complete environmental assessment of the former landfill will be the responsibility of the selected firm. The material included in this RFP is for reference only.

1.3 Information to be Incorporated into Proposals

Prospective bidders are hereby made aware of the following site constraints and potential that should be incorporated into proposals for the development and use of the site:

- ⇒ Site Assignment and Other Permits. The site is currently assigned for solid waste disposal under the Site Assignment Regulations for Solid Waste Management Facilities (310 CMR 16.00) promulgated by the DEP. A copy of the site assignment documentation and other permits for the transfer station are attached as Exhibit 9. The proposed facility on the leased property shall comply with the requirements of this Site Assignment and any future site assignment.

- ⇒ Length of Lease. Proposers shall provide the proposed length for the lease needed for their specific facilities. At a minimum, a lease of 10-years with two (2) individual 5-year renewal options (at the Town's option) is expected. If needed, the lease agreement will be subject to approval by the Acton Town Meeting and a "Home Rule Petition" which the Town would submit to the State Legislature. The Town's proposed form of Lease is attached as **Exhibit 10**. The Proposer shall submit with its proposal any exceptions it has to the proposed form of Lease. The Town reserves the right to accept or reject any such lease exceptions in its discretion. The final Lease shall include without limitation provisions identical to or substantially similar to the provisions set forth in this RFP and the Town's proposed form of Lease.
- ⇒ Experience of Operator. The Town shall carefully evaluate the experience of Proposers in operating similar facilities to the one proposed for the Acton property. The Proposer shall provide references from municipal officials in communities that the Proposer operates facilities, particularly those that are similar to the type proposed. The Town may also contact regulatory officials in each location to determine the compliance status of the Proposer's facility as well as any issues with nuisance conditions.
- ⇒ Types of Materials That Can be Accepted for Disposal. The Town landfill is currently closed, although not capped. The Proposer shall be required to cap and close the landfill in accordance with applicable regulations, which may include filling remaining airspace with DEP-approved grading and shaping materials. A Conceptual Grading Plan (Figure 1-3, Exhibit 7) is attached for the Proposer's information. The estimated limits of waste are indicated on the attached Figure 1-2 (Exhibit 5). The Proposer may not increase the area of the landfill, i.e. expand the footprint of the landfill nor exceed the elevation of 140 feet NAVD 1929, which shall include enough flat, open, usable, finished space to allow for a post-closure recreational use as soccer or baseball fields and access and parking with respect thereto.
- ⇒ Proven Technology. In evaluating proposals, the Town shall give preference to technologies that are successfully operating in the United States and specifically in Massachusetts. Successful operation shall include obtaining all permits for construction and operation as well as the re-use of products produced by the facility. Proposers shall provide the Town with all permits for the facility that is most similar to the one proposed for the leased property.
- ⇒ Zoning. The Property is currently zoned by the Town of Acton as R-2 Residential. The Property may need to be re-zoned for the specific use proposed and the Town will work with the selected Proposer to facilitate reasonable zoning changes to site. Any such zoning changes are subject to a two-thirds affirmative vote of the Town's open Town Meeting. All Proposers shall review the Bylaw and identify any proposed changes needed in their proposal.

- ⇒ Truck Routes and Access. All trucks delivering materials to or from the site shall access the site from Route 2 exclusively. Proposer will be responsible for all improvements to the access and egress points along Route 2 as well as any required permitting with Massachusetts Highway Department or other permitting agency. At no time will trucks or other construction vehicles be allowed to use Forest Road or other side streets in Acton for access to or from the Property. This provision shall not prohibit any trucks from using roads in any other community.
- ⇒ Abutting Land Uses. The Property abuts Forest Road to the north and east, Route 2 to the south, and undeveloped land to the west which is owned by the Town. A private residential parcel abuts the landfill parcel to the southeast. The location of the abutting parcels is indicated on the attached site plan (Figure 1-2, Exhibit 5).
- ⇒ Utilities. The Property is currently serviced by certain electric and telephone utilities. Proposers shall be required to assure themselves of the adequacy of current utilities or to make arrangements for such utilities to be brought to the site. The selected firm shall be responsible for the payments of all utilities used by its facility as well as the costs associated with extending the utilities onto the site.

1.4 General Requirements

The selected firm shall also conform to the following miscellaneous requirements:

- ⇒ Lease Agreement. The selected firm shall execute a Lease Agreement (the "Lease") with the Board of Selectmen. The Town's proposed form of Lease is attached as Exhibit 10. The Proposer shall submit with its proposal any exceptions it has to the proposed form of Lease. The Town reserves the right to accept or reject any such lease exceptions in its discretion. The final Lease shall include without limitation provisions identical to or substantially similar to the provisions set forth in this RFP and the Town's proposed form of Lease.
- ⇒ Completion of Leasehold Improvements. All leasehold improvements required under the Lease shall be completed and made ready for inspection and acceptance by the Town on or before the date that is 5-years after the Commencement Date of the Lease. The grading and shaping of the landfill shall be completed within 2-years of the Commencement Date; the closure of the landfill shall be completed within 4-years of the Commencement Date; and the recreational fields shall be ready for everyday use within 5-years of the Commencement Date. This obligation shall be specifically enforceable, and time is of the essence with respect thereto. Failure to complete said leasehold improvements required under the Lease on or before that date shall be grounds to terminate the Lease, in which case the Town may, without limitation of its other available remedies in law or in equity, cause the leasehold improvements to be completed by another person, firm, or corporation, and recover all costs thereof, including collection costs, from the selected firm under this RFP.

- ⇒ Release of Certain Leased Premises Back to the Town. Upon completion of the leasehold improvements and acceptance thereof by the Town, the selected firm shall forthwith cause to be paid all materialmen and others who performed work with respect thereto, shall forthwith cause to be discharged all liens with respect thereto, and shall release and reconvey to the Town (on terms acceptable to the Board of Selectmen) of the selected firm's right, title and interest in the portion of the Leased Premises which has been improved for Town recreational fields and access and parking with respect thereto.
- ⇒ Town Meeting Approval. The Lease of the Property for the stated purpose is subject to the affirmative vote of the Acton Town Meeting.
- ⇒ Transfer Station Capacity. The capacity of the transfer station may be enlarged by the Proposer to a tonnage deemed acceptable by the Town of Acton Board of Health and Board of Selectmen and only upon receipt of all necessary governmental permits and approvals.
- ⇒ Indemnification. The selected firm shall covenant and agree to defend, indemnify and hold the Town harmless against any and all claims, actions, suits, causes of action, and demands whatsoever, in law or in equity, and any and all losses, costs, damages and liabilities of any kind brought against the Town of Acton and/or its agents, officers, employees, representatives, committees, boards and commissions arising from or relating to any act or omission of the selected firm, its agents, officers employees, contractors, subcontractors, representatives, servants, and invitees, and their respective heirs, administrators, successors and assigns, in the performance of the Lease, including without limitation closing and capping of the Acton landfill and post-closure use of subject property and all Operations relating thereto.
- ⇒ Assignment of Lease. The selected firm shall give its personal attention constantly to the faithful performance of the Lease and all Operations thereunder and shall keep said Operations under its personal control. The selected firm shall not assign the Lease or sublet the leased premises in whole or in part, or delegate any of the work to be performed to any other person, firm or corporation without the prior written consent of the Board of Selectmen, which shall have the absolute discretion to grant or deny such consent. The selected firm shall not assign any monies due, or which become due to it under the Lease, without the prior written consent of the Board of Selectmen, which consent may be withheld for any reason or for no reason.
- ⇒ Compliance with Laws and Regulations. In the performance of the Lease, the selected firm and its officers, employees, contractors and subcontractors shall at all times comply with all applicable laws, bylaws, rules and regulations of the United States, the Commonwealth of Massachusetts, the Town of Acton (including without limitation the regulations of the Acton Board of Health, Board of Selectmen, and Public Works Department of the Town of Acton) as the same now are in force or as the same by amendment may from time to time be in force during the term of the

Lease; and shall also comply with all applicable laws, bylaws, rules and regulations relating to minimum wages including without limitation state prevailing wage rates for construction work; and working conditions on the Property. The failure of the Town or any other person to comply with said laws, bylaws, rules or regulations shall under no circumstances excuse the selected firm from performing its obligations as required in the Lease. Attached hereto as **Exhibit 11** is a list of prevailing wages for the work anticipated in connection with the anticipated Lease improvements on the Property.

- ⇒ Financial Assurance for Closure. A performance bond or other approvable financial assurance mechanism (FAM) in the amount necessary to close the proposed facility and comply with any regulatory requirements (post-closure) shall be provided as part of the security for the selected firm's obligations under the Lease. The FAM shall be provided for the benefit of the Town and DEP by a surety company authorized to do business in the Commonwealth of Massachusetts. The performance bond or other financial assurance mechanism shall be the same as the FAM required by the DEP's solid waste regulations. The amount of the bond and the identity of the surety company shall be submitted to and be satisfactory to the Board of Selectmen prior to submittal for approval to the DEP. The selected firm shall maintain the FAM throughout the term of the Lease and any extension or renewal thereof. Notwithstanding any other provisions of this RFP, the selected firm shall not be permitted to deliver any fill, equipment or materials to the Property or to do any work under the Lease unless the Board of Selectmen has received a copy of the FAM documentation that complies with this RFP and the Lease between the Town and the selected firm, and with the DEP requirements.
- ⇒ Financial Guarantee. Prior to commencement of the work under the Lease and as security for the selected firm's covenants and obligations under the Lease, the selected firm shall provide and maintain during the term of the Lease for the benefit of the Town (i) a standby letter of credit, or (ii) a payment bond, or (iii) other financial guarantee in form and substance and issued by an institution licensed to conduct business in the Commonwealth of Massachusetts and acceptable to and approved by the Board of Selectmen.
- ⇒ Permitting. The selected firm shall at its own cost be responsible for obtaining all federal, state and local permits for the proposed facility and all Operations required under the Lease. The selected firm shall be responsible for all costs associated with the permitting process. The selected firm shall closely coordinate any submittal with the DEP, Massachusetts Environmental Policy Act office, and local authorities with the Town so as not to jeopardize other on-site Town operations. The selected firm shall be required to submit three draft copies of any permit applications or filings to the Town a minimum of fifteen (15) business days in advance of their scheduled submission to the appropriate regulatory agency. The selected firm shall incorporate comments from the Town into the draft permit applications prior to their submittal to the regulatory agencies.

- ⇒ Submittal of Final Proposed Site Layout and As Built Plan. The selected firm shall submit to the Town for review and approval, within sixty days of authorization from the Town, a proposed final site plan and layout. This submittal shall include a proposed topographic plan of the site after construction, proposed site improvements and utilities, proposed stormwater drainage systems, proposed haul routes, schedule for construction activities, and mitigation measures for any potential nuisance conditions including, but not limited to noise, dust and odors both during and after construction. The selected firm shall incorporate comments from the Town into the proposed final site plan and layout prior to their submittal to any regulatory agencies. Within sixty days of completion of Lease improvements under the Lease, the selected firm shall submit to the Town three sets of as-built plans. All costs associated with the foregoing shall be borne by the selected firm.
- ⇒ Insurance Requirements. The selected firm shall take out and maintain, during the term of the Lease, the following insurance with companies that are duly authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required, and in forms acceptable to the Board of Selectmen to protect the selected firm performing work required by the Lease, the selected firm's subcontractors, and the Town of Acton and its boards, commissions, committees, officers, employees, agents and representatives, from and against any and all claims, liabilities and damages which may arise under the Lease, including without limitation, any and all claims, liabilities and damages for bodily injury, for accidental death, for property damage, and for environmental pollution liability caused by the acts or omissions of the selected firm, its agents, officers employees, contractors, subcontractors, representatives, servants, and invitees, and their respective heirs, administrators, successors and assigns,.

The selected firm shall cause the Town and its employees, agents and officials, to be named as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages which may arise out of or result from the selected firm's performance and furnishing of work and the selected firm's other obligations under the Lease, whether it is to be performed or furnished by the selected firm, any contractor, subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

The selected firm shall secure and continuously maintain in full force and effect during the term of the Lease insurance coverage as follows:

- a. Workers' Compensation, occupational disease, employer's liability, disability benefit and other similar employee disability insurance as required by the laws of the Commonwealth of Massachusetts;

- b. Commercial General Liability, combined single limit of \$5,000,000 each occurrence and \$5,000,000 aggregate limit. The Commercial General Liability insurance shall be issued under a broad form endorsement and shall include coverage for premises operations liability, products completed operations liability, contractor's protective liability, and contractual liability;
- c. Excess Liability Umbrella, \$10,000,000 each occurrence and \$10,000,000 aggregate limit. Excess liability umbrella insurance shall be in a form which shall provide coverage over commercial general liability, employer's liability under Workers' Compensation, and automobile liability insurance;
- d. Contractors' Operations and Professional Services Environmental Liability insurance on a claims-made basis with limits of \$5,000,000 for each occurrence and \$5,000,000 aggregate limit;
- e. Automobile Liability, combined single limit of \$1,000,000 each occurrence and \$3,000,000 aggregate limit; and
- f. Fire and Extended Coverage insurance for the work under the Lease to the full insurable value thereof for the benefit of the Town of Acton, the selected firm and the selected firm's Subcontractors, as their interests may appear.

Completed operations insurance, and any insurance coverage written on a claims - made basis shall remain in effect for at least two years after the work has been accepted by the Town (and the selected firm shall furnish the Town and each additional insured identified in the Lease to whom a certificate of insurance has been issued evidence satisfactory to the Town and any such additional insured of continuation of such insurance at the time of acceptance of the work and two years thereafter).

The selected firm also shall purchase and maintain property insurance upon all work at the Property in the amount of the full replacement cost thereof. This insurance shall:

- a. include the interests of the Town, the selected firm and the selected firm's subcontractors, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
- b. be written on a special form Builder's Risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the work, temporary buildings, false work and work in transit and shall insure against at least the following perils; fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws and regulations, water damage, and such other perils as may be specifically required by the Lease;

- c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
- d. equipment stored at the site or at another location that was agreed to in writing by the Town prior to being incorporated in the work, provided that the selected firm shall be responsible for all materials until the work is accepted by the Town; and
- e. be maintained in effect until the Work is accepted by the Town unless otherwise agreed to in writing by the Town and the selected firm with thirty (30) days' written notice to each other additional insured to whom a certificate of insurance has been issued.

Each policy of liability insurance shall name the Town of Acton, the selected firm and the selected firm's subcontractors, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds. Each policy of insurance, and the certificates or other evidence thereof, required to be purchased and maintained by the selected firm in accordance with the Lease shall contain a provision or endorsement that the coverage afforded will not be cancelled or materially amended and no renewal will be refused until at least thirty (30) days' prior written notice has been given to all insureds and additional insureds under each such policy. Failure to provide and continue in force such insurance shall constitute a material breach of the Lease and shall be grounds for immediate termination thereof by and in the sole discretion of the Town.

The selected firm shall make no claim against the Town of Acton or its boards, commissions, committees, officers, employees, agents and representatives for damage to the selected firm's trucks or equipment arising out of the work to be performed by the selected firm under the Lease, or for damage to or from any Town of Acton roads arising out of the work to be performed by the selected firm under the Lease. The selected firm shall provide and maintain appropriate liability insurance and bonds or other surety to provide protection against such damage.

LIST OF EXHIBITS

EXHIBIT NUMBER	DESCRIPTION
3	Acton Assessor's Map G-4, Lots 75, 140, 76, and 167-1
4	Figure 1-1, Locus Map of the Property
5	Figure 1-2, Site Plan Showing Limits of the Area Available for Lease
6	AutoCAD Drawings of the Site Boundaries and Topography
7	Figure 1-3, Conceptual Grading Plan
8	Hydrology and Monitoring System Study and Results
9	Site Assignment Documentation and Other Permits for the Transfer Station
10	Town's Proposed Form of Lease
11	List of Prevailing Wages for the Work Anticipated in Connection with the Anticipated Leasehold Improvements

Section 2

Evaluation Criteria and Proposal Requirements

2.1 Proposal Requirements

This section outlines the requirements for the proposals to be submitted for the lease of the Acton Transfer Station and former Acton Landfill site as well as the criteria that will be utilized to evaluate the proposals received.

The selection of a firm to lease the Property for the purposes set forth in the RFP will be based on an evaluation of the following criteria:

1. ***Financial Benefits Proposal.*** The Town intends to evaluate each proposal as to the financial benefits proposed from the use of the site. The financial benefits proposal shall clearly state the estimated quantity of materials that will be disposed of, processed, and/or transferred to/from/on the Property, the estimated amount of revenue from the operation and any guarantees to allow for minimum revenues from the operation.

Financial benefits proposals shall be submitted in a separate envelope as discussed in Section 1.1.

The financial benefits proposal shall include all costs related to the design, permitting and construction of the leasehold improvements in accordance with the DEP's Solid Waste Management Regulations (310 CMR 19.000). Proposers are required to provide the Town with a detailed description of the following:

- ***Avoided Costs.*** This section shall include all costs estimated by the Proposer that the Town will not otherwise need to pay if it accepts the Proposer's proposal for leasing, the Property, providing the leasehold improvements, closing the landfill, operating the transfer station and ancillary facilities, and/or for the collection, hauling and disposal of Town generated wastes and recyclables. This present value may be adjusted by the Town, at its sole discretion, to reflect the Town's estimate of the avoided costs for each item. For example, a Proposer may propose to collect, haul and dispose of Acton residential and municipal Solid Waste through the transfer station and/or to collect, haul and market Acton residential and municipal Recyclable Materials at the Property at a reduced or no cost to the Town or otherwise to handle the Town's waste at the transfer station at a reduced cost.
- ***Revenues.*** Proposers shall provide a summary of guaranteed and potential revenues to the Town that is incorporated into their proposals. These revenues shall include a figure for the guaranteed proposed rent paid annually to the Town for the Lease of the Property during the Term of the Lease (which rent shall increase by no less than four per cent on an annual basis throughout the

Lease term) and may include (a) tipping fees for the receipt of soils or processed C&D materials, other approved materials at the landfill, (b) estimated revenues for the commercial operations of a transfer facility and/or the sale of recyclable materials, (c) a per ton fee or royalty for Solid Waste processed through the transfer station, (d) payment in-lieu of taxes, or (e) any other revenue stream that the Proposer may offer. The Proposer may utilize a combination of various revenue structures as required to develop the most advantageous proposal for the Town. The basis for estimating the revenues as well as minimum payments shall be included with the proposals. Transfer or tipping fees may be compared to other potential sources of revenues by the Town in its comparison of proposals.

The selected firm will be required to provide an audited annual statement of all revenues of the selected firm which will be the basis, in whole or in part, for any revenue or financial benefit to be realized by the Town from a Lease between the Town and the selected firm.

While firms do not need to provide a specific breakdown of information on these items, the avoided costs and future revenues shall be net of the following items, all of which costs shall be borne by the Proposer:

1. Costs for operation of the proposed use including but not limited to the costs for all utilities, staffing, materials, equipment, maintenance, environmental monitoring and disposal of residuals and generated materials; and
2. Costs for design, permitting and construction of the proposed facility and improvements;

For all other sources of revenue, firms shall include a detailed plan that addresses the proposed methods of generating such income, any contingencies or assumptions, and the expected schedule for payments to the Town, which shall be no less frequently than semi-annually on or before December 1 and June 1. Firms shall also outline any limitations and assumptions on development costs to include construction, engineering and environmental remediation requirements.

- *Financial Qualifications.* Firms shall provide a complete history and financial backgrounds of all institutions, corporations, etc. providing funds to the project.
2. ***Technical Proposal.*** The Town will review the proposed use of the leased property. Impacts evaluated shall include the following items that will be utilized to prepare a technical ranking of the project as outlined in section 2.6:

- General Operations Information. The Proposer shall provide a narrative description of the proposed facility including types of materials or wastes to be accepted, a conceptual site plan for the facility on the leased property, a discussion of setbacks from property lines, average daily and maximum tonnage limits, and any other relevant information that would assist the Town in any preliminary presentation of the proposal to the public and regulatory agencies. The level of detail for the plans shall be adequate for the Town to evaluate the overall design as well as identify the aerial limits and environmental impacts from the proposed use. At a minimum, these plans shall include a site location plan indicating general site grades, site access plan, and any details required to evaluate environmental impacts.
- Permitting Approach. The Proposer shall provide a brief narrative discussion of the permitting approach for the facility including any federal, state and local requirements. The proposal shall review the existing permits for the landfill and the transfer station and the proposed leased property and provide a discussion of the impact of the proposed facility on any existing conditions. This discussion shall include a specific approach to modifying these permits to accommodate the proposed facility.
- Mitigation Measures and Buffers. The proposed project must comply with all regulatory requirements related to the design, operation and permitting of solid waste management facilities including mitigation of nuisance conditions such as noise, dust, odors; stormwater management; traffic and access; and aesthetics. The proposal shall provide a specific discussion of the measures to be taken to control these issues and any others that the facility may generate. The discussion shall include the specific measures and provide examples of their use at other locations.
- Traffic and Operational Hours. The proposal shall provide an estimate of the type and quantity of trucks that will enter the site during its use. The Proposer shall provide a statement of the anticipated hours that materials will be accepted at the facility as well as the hours of operations. The proposal shall also state the likely breakdown of traffic from direction and specific communities.
- Compatibility with Landfill. The proposal shall include a specific discussion of the compatibility of the proposed facility with the former landfill operation. This will include the proposed supply of residual materials for disposal and closure and an estimate of the daily tonnages of any materials.
- Schedule. The Proposer shall be required to provide a detailed schedule for obtaining all required permits, for completion of leasehold improvements, and for construction its new facility, if required. The proposed approach and

schedule will be evaluated by the Town to determine if the proposed project is feasible. The Town may, at its sole discretion, reject proposals deemed to be not feasible due to the schedule and permitting requirements.

- Experience and qualifications. The Proposer shall submit relevant experience and qualifications with references with its technical proposals. All experience and qualifications information shall be for solid waste management facilities operated by the firm within the last five years. Solid waste management facilities shall include landfills, waste-to-energy plants, and processing facilities, co-composting facilities, materials recycling facilities, transfer stations and landfill closures. Each facility referenced shall include a local municipal official and state regulatory official whom the Town can contact to discuss the facility and its past and ongoing operations. If the facility is not currently operating, the firm shall provide a discussion of the reason it is no longer operating.

The firm shall also provide a discussion of the enforcement history of the solid waste management facilities discussed, including without limitation any administrative or judicial enforcement actions commenced with respect to the facility. The Proposer shall provide this information for all facilities. The Proposer shall provide a minimum of five references for facilities located outside of Massachusetts.

The Proposer shall also provide information on any contracts awarded to it over the past five years that were not completed.

The Town may evaluate Proposers and contact individuals other than those provided to ascertain the status of existing facilities and their compliance history.

In addition to the information to be provided for review by the Town as outlined above, all technical proposals shall include detailed specific information on the following:

- Outline of Town Responsibilities. Proposers shall provide a detailed discussion of the work required by and responsibilities of the Town to complete the project, if any.
- Identification of Proposer. The Proposer shall identify itself by name, including without limitation corporate name or partnership name, if applicable, officers, directors, or partners of the Proposer; any other person or entity with a direct or beneficial interest in the subject property or the work to be done by or on behalf of the Proposer; and joint ventures, subcontractors or other entities associated with the project.

- Conflict of Interest. The Proposer shall provide a statement that they have no conflicts of interest with implementing the proposed project.
- Exceptions. The Proposer shall outline any proposed exceptions to the requirements of this RFP.

This information will not be evaluated as part of the ranking criteria. However, the Town reserves the right to reject a proposal based on the information provided.

After proposals are received by the Town, they shall be reviewed by the Selection Committee. The Town may request interviews with any or all Proposers and make requests for additional information or clarifications on the proposals as appropriate. The Town will rank the proposals based on the criteria outlined in this Section and make a recommendation to the Town Manager as to a preferred Proposer.

The Town reserves the right to reject any and all proposals submitted in response to this request if it is in the Town's best interest and/or the public interest to do so, and the Town's discretion in that regard shall be absolute. The Town reserves the right to waive any informality on any or all proposals or select a firm if deemed to be in the best interests of the Town.

2.2 Financial Benefits Proposal Review Methodology

Cost criteria will be worth a total of 70 points in the ranking process. The Financial Benefits proposal Submissions will be evaluated based on a "Present Value" in 2004 dollars of the total submitted over the life of the Lease. This Present Value of any proposal will be determined based on the following assumptions:

Normalizing Interest Rate	8%
---------------------------	----

Any revenues received as part of the proposal will be evaluated as part of the Present Value of the cost evaluation. Avoided costs for site maintenance and monitoring will also be incorporated into the evaluation.

The Town will evaluate the risk basis for the financial benefits proposal. The Town will review the guaranteed portions of the proposal and assign a specific present value to the guaranteed portions and a separate present value to the variable or "at-risk" portion of the proposal. The Town may, at its discretion, discount the "at-risk" portion of the proposal based on its evaluation of the proposal and its viability. For example, an "at risk" estimate would be a proposal that states that the Town's revenues would be based in whole or part on the revenues or tonnage received at the proposed facility (e.g. the Town cannot control the revenues).

Financial Benefits Proposals will be evaluated for reasonableness and considered "Unacceptable" if the Town determines that the information provided is not accurate, or that in the opinion of the Town, adequate funding will not be available to implement the proposed facility.

2.3 Financial Benefits Proposal Points Assignment

Points for the Financial Benefits Proposals will be assigned as follows:

1. The Proposer with the highest Present Value after the at-risk evaluation is completed in 2004 dollars will be assigned all 70 of the points.
2. Each subsequent Proposer will be assigned proportionally - a lower amount of points based on dividing the Present Value by the Highest Present Value and multiplying the result by 70 points.

Example: The Town receives three proposals from firms A, B and C with Present Values calculated as \$8,000,000, \$10,000,000, and \$6,000,000, respectively.

Proposer B has the highest Present Value and would receive all 70 points. Proposer A has the second highest proposal and would receive

a total of 56 points (e.g. \$8,000,000 divided by \$10,000,000 times 70 points).

Proposer C has the lowest Present Value and would receive 42 points (e.g. \$6,000,000 divided by \$10,000,000 times 70 points).

2.4 Technical Proposal Points Assignment

Proposers shall **not** incorporate their financial benefits proposal information into the technical proposal portion of the submission as they will be reviewed separately. The technical proposal shall be worth a maximum of 70 points in the ranking process. The following ranking will be applied to each proposal received:

General Operations Information

<u>Ranking</u>	<u>Points</u>	<u>Basis</u>
Highly Advantageous	20	The information provided clearly demonstrates that the facility adequately fits within the proposed property boundaries. The facility can be easily accommodated into the Property and will not conflict with the existing operation at the abutting DPW facility. The facility appropriately manages future stormwater handling requirements.
Advantageous	10	The information provided demonstrates that the facility adequately fits within the proposed property boundaries. However, the Town will need to make accommodations for environmental impacts, stormwater controls or the existing operation at the abutting DPW facility to fully accommodate the proposed facility.
Not Advantageous	0	The information provided does not clearly demonstrate that the facility fits within the proposed property boundaries, the facility will conflict with the existing operation at the abutting DPW facility, the facility does not appropriately manage future stormwater handling requirements, and/or the information is provided incomplete.

Permitting Approach

<u>Ranking</u>	<u>Points</u>	<u>Basis</u>
Highly advantageous	15	Project approach including permitting is viable. Technology has been successfully applied elsewhere in Massachusetts.
Advantageous	7	Project approach including permitting is viable. Technology has been successfully applied elsewhere, but not in Massachusetts.
Unacceptable	0	Project approach does not demonstrate the viability of the proposed facility obtaining permits.

Mitigation Measures and Buffers

Highly Advantageous	20	Proposal clearly demonstrates that proposed mitigation measures for potential environmental impacts are acceptable and have been successfully implemented at similar solid waste facilities. Mitigation measures will meet all regulatory thresholds and minimize the impacts of the proposed facility on the Town.
Advantageous	10	Proposal includes mitigation measures that will fully address all potential environmental impacts but the proposed measures have not been successfully implemented at similar solid waste facilities.
Unacceptable	0	Proposal does not adequately describe proposed mitigation measures or proposes measures that will be ineffective in mitigating off-site environmental issues.

Experience and Qualifications

<u>Ranking</u>	<u>Points</u>	<u>Basis</u>
Highly advantageous	15	Proposer has solid waste management experience and has completed the development and operation of at least three facilities of similar size. Proposer has provided three positive references from municipal and regulatory officials and has a good record of compliance with environmental regulations.
Advantageous	7	Proposer has experience with at least one similar type and magnitude project, has provided three positive references from municipal and regulatory officials and has a good record of compliance with environmental regulations.
Unacceptable	0	Proposer has no experience with a similar solid waste facility and/or provides poor references from municipal and regulatory officials or has a poor record of compliance with environmental regulations as determined by the Town or Proposer failed to implement a project awarded to it within the last five years.

A ranking of Unacceptable on the Experience and Qualifications section will be cause for the rejection of the proposal by the Town.

2.5 Document Submission Requirements

Technical Proposal

The following documents must accompany the Technical Proposal. Failure to provide any of the requested documents may result in the determination that the Proposer is non-responsive:

1. Proposal Form executed by a duly authorized representative of the Proposer,
2. Disclosure of Beneficial Interest Form executed by a duly authorized representative of the Proposer,
3. Certificate of Payment of Taxes executed by a duly authorized representative of the Proposer,
4. Certificate of Non-collusion executed by a duly authorized representative of the Proposer,
5. A copy of Proposer's most recent audited annual financial statements,
6. A description of Proposer's technical expertise and capabilities pertinent to this project, including a list of Proposer's professional licenses, accreditations, a summary of Proposer's direct experience with similar projects including a description of Proposer's business, and a description its development and operation similar like projects,
7. A list of three references pertinent to the Proposer's performance and experience, including contact name and telephone number. The Town may contact these references in determining whether the Proposer is responsible,
8. The Proposer's overall Technical Proposal including without limitation its General Operations Information, Permitting Approach, Mitigation Measures and Buffers, Traffic and Operational Hours, Compatibility with Landfill, Schedule for the Completion of the Leasehold Improvements, Proposed Outline of Town Responsibilities, Conflict of Interest, and any Exceptions to the Town's Lease or RFP Requirements, and
9. The Proposer's overall plan for the operation of the proposed facility.

Financial Benefits Proposal

The following documents must accompany the Financial Benefits proposal. Failure to provide any of the requested documents may result in the determination that the Proposer is non-responsive:

Detailed Financial Benefits Proposal Form, executed by a duly authorized representative of the Proposer.

TECHNICAL PROPOSAL FORM
Lease of Municipal Real Estate
Transfer Station and Related Facilities

TOWN OF ACTON
Town Offices
472 Main Street
Acton, Massachusetts 01720

1. Name of Person or Business Submitting Proposal:

Address:

2. Please check off one of the following:

If a corporation, State of Incorporation:

If a partnership, names of partners:

Individual

Other: _____

Signature

Name of Person Signing

Title

Name of Business

Address

Federal Identification Number

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c.7, § 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency (as defined in G.L. c.7, § 39A) involved in this transaction:

2. Complete legal description of the property:
3. Type of Transaction: Sale Lease or rental for [term]
4. Seller(s) or Lessor(s):
Purchaser(s) or Lessee(s):
5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.

Name	Address
_____	_____
_____	_____
_____	_____

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organizations(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Date: _____

CERTIFICATE OF PAYMENT OF TAXES BY CONTRACTOR

Pursuant to G.L. C.62C, §49A, I, _____

herby certify under the pains and penalties of perjury that _____

("Contractor") has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes, has filed all state tax returns and paid all State taxes required under law, has complied with all Massachusetts laws relating to tax reporting as to employees and contractors, and has complied with all Massachusetts laws relating to withholding and remitting of taxes, and has paid all Massachusetts state taxes required under law.

Date

Signature of Authorized
Representative Contractor

Social Security Number
or Federal Identification Number

Title

CERTIFICATE OF NON-COLLUSION

State of _____) ss.

County of _____)

_____ being first duly sworn,
deposes and says that:

(1) He is the _____, of
(Owner, Partner, Officer, Representative or Agent)

_____, the Bidder that has submitted the attached
Bid;

(2) He is fully informed respecting the preparation and contents of the attached
Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have
in any way colluded, conspired, connived or agreed, directly or indirectly,
with any other Bidder, firm, or person to submit a collusive or sham Bid in
connection with the Work for which the attached Bid has been submitted; or
to refrain from bidding in connection with such Work; or have in any
manner, directly or indirectly, sought by agreement or collusion, or
communication, or conference with any Bidder, firm, or person to fix the
price or prices in the attached Bid or of any other Bidder, or to fix any
overhead, profit, or cost elements of the Bid price or the Bid price of any
other Bidder, or to secure through any collusion, conspiracy, connivance, or
unlawful agreement any advantage against (Recipient), or any person
interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on
the part of the Bidder or any other of its agents, representatives, owners,
employees or parties in interest, including this affiant.

BY _____

(Title)

On this __ day of _____, 200_, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and being duly sworn acknowledged to me that he signed it voluntarily and under oath, on behalf of _____, the Contractor herein.

_____(official signature and seal of notary)

My commission expires _____

FINANCIAL BENEFITS PROPOSAL FORM

THIS PROPOSAL IS SUBMITTED BY:

**LOCATION: TRANSFER STATION AND LANDFILL
PROPERTY, ACTON, MA**

THIS PROPOSAL IS SUBMITTED TO:

Don P. Johnson
Town Manager
Town Hall
472 Main Street
Acton MA 01720
("Town")

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a lease with the Town of Acton, substantially in the form included in the RFP Documents, of the Acton Transfer Station and former Acton Landfill located off Route 2 in Acton, MA (the "Property"), and to perform and complete specific improvements to the Property as specified in the RFP consisting *inter alia* the closure/capping of the landfill all in accordance with all applicable requirements of the Department of Environmental Protection, the United States Environmental Protection Agency, and the Town.
2. The undersigned Proposer accepts all of the terms and conditions in the RFP Documents, except as otherwise specifically stated in its Response to the RFP.
3. This Proposal shall remain subject to acceptance by the Town to and including September 30, 2005.
4. In submitting this Proposal, the undersigned Proposer represents, as more fully set forth in the Agreement that:
 - (a) Proposer has examined copies of all the RFP Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addenda Numbered _____

- (b) Proposer has familiarized itself with the nature and extent of the RFP Documents, the proposed work and required improvements, the Property, the locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work and/or the required improvements.
 - (c) Proposer has given the Town written notice of all conflicts, errors or discrepancies that it has discovered in the RFP Documents and the written resolution thereof by Town is acceptable to Proposer.
 - (d) This Proposal is genuine and not made in the interest of or on behalf of any non-disclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from RFP; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Town.
 - (e) The Proposer understands and accepts that the Town reserves the right to select whichever alternate is deemed in the best interest of the Town based on various criteria, including but not limited to cost considerations. As a result, the choice of alternative may determine the successful Proposer.
5. The undersigned Proposer proposes to provide the following consideration to the Town:

Guaranteed Revenues to the Town: Rent Proposal

The undersigned proposes to pay annual rent in the following amounts over the initial 10-year term of the Lease, over the two additional five-year extensions terms at the Town's option (Years 11-15 and 16-20), and if the Lease is extended beyond 20-years, to increase the annual rent by four percent (4%) for each subsequent year of the Lease over the immediately preceding year:

YEAR	ANNUAL RENT
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
Total for Years 1-20 of the Lease	

Rent shall be paid monthly in advance unless otherwise agreed by the Town.

Additional Potential Revenues to the Town

In addition to the annual rent revenues, the Proposer proposes to pay to the Town during each year of the Lease the following type(s) of consideration in the following estimated amount(s) calculated based on the following criteria:

Type of Consideration	Estimated Annual Amount for Each Year of the Lease	Basis of Calculation
Lump sum payments		
Annual payments		
Payment in Lieu of Taxes		
Other Revenue		
Total:		

The foregoing consideration shall be paid semi-annually (on or before December 1 and June 1) for the preceding six months, unless otherwise agreed by the Town. If appropriate, the undersigned agrees that it will provide an audited annual statement of all such revenues, at its own cost, to the Town.

Avoided Costs to the Town

In addition to the annual rent and other revenues set forth above, the Proposer estimates that, if the Town accepts this Proposal, the Town will avoid the following costs that it would otherwise need to pay, calculated based on the following criteria:

Type of Avoided Cost	Estimated Amount of Avoided Cost	Basis of Calculation
Costs of Landfill Capping and Closure		
Costs of other Required Improvements		
Other Avoided Costs		
Total:		

6. The undersigned Proposer agrees that, if he is selected as the successful Proposer, he will within five (5) days (Saturdays, Sundays, and legal holidays excluded) after presentation thereof by Town, execute the Lease Agreement in accordance with the terms of this Proposal and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to Town and each in the sum of the contract price, the premiums for which are to be paid for by the successful Proposer and are included in the contract price.
7. The undersigned Proposer agrees that, if he is selected as the successful Proposer, he will within five (5) days (Saturdays, Sundays, and legal holidays excluded) after presentation thereof by Town, furnish a sufficient security conforming in all respects to General Laws Chapter 30, Sections 39A, for payment of all rental and transportation charges for the hire or use of dump trucks upon such contract, on a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to Town and in the sum of the contract price, the premiums for which are to be paid for by the successful Proposer and are included in the contract price.
8. The undersigned Proposer further certifies under the penalties of perjury that its Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
9. The undersigned Proposer agrees that the required improvements will be completed and made ready for acceptance by the Town within the time frame specified in the RFP.
10. The undersigned certifies that Proposer has examined and is fully familiar with all of the provisions of the Proposal Documents, Scope-of-Work, associated drawings, specifications, general instructions, and any addenda thereto, to include but not limited to information obtained from the Proposal walk; that Proposer has been provided the opportunity to visit the Property, as necessary, has satisfied itself with respect to the actual site conditions, the nature and location of the Work, means of approach, and general site conditions, storage facilities; that Proposer has carefully checked all the words and figures and all statements made in this proposal; and other matters which may affect the Work or the cost thereof. No plea of ignorance of conditions, or difficulties, or conditions that may be encountered, or of any other relevant matter concerning the work performed, or the execution of the work will be accepted as excuse for any failure or omission of the Work on the part of the Proposer to fulfill all requirements of the Agreement.
11. The undersigned hereby agrees on behalf of Proposer that the Town will not be responsible for any errors or omissions in this proposal and that he or she is

authorized to bind Proposer to this proposal and to any Lease Agreement resulting therefrom.

12. Pursuant to M.G.L. c. 62C, Section 49A, the undersigned Proposer certifies under the penalties of perjury that Proposer, to its best knowledge and belief, have filed all State Tax Returns and paid all State Taxes required under Massachusetts General Law.
13. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.
14. Communications concerning this Proposal shall be addressed to and as indicated below.

THIS Proposal SUBMITTED ON _____ 20__

By _____
(Signature of Person Authorized to Sign)

(Name and Title)

By _____
(Corporation Name)

(State of Incorporation)

Corporate Seal

Attest
(Secretary)

Business Address:

Phone Number: _____

END of Proposal FORM

Section Three:

Acton Assessor's Map G-4, Lots 75, 140, 76 and 167-1

This information is not available online, but can be viewed at the reference desk at the Acton Memorial Library.

Section Four:

Figure 1-1, Site Locus Map

This information is not available online, but can be viewed at the reference desk at the Acton Memorial Library.



LOT 1
12.59 AC±

POSSIBLE
CROSS EASEMENTS
FOR ACCESS & DRAINAGE

LOT 4
2.34 AC±

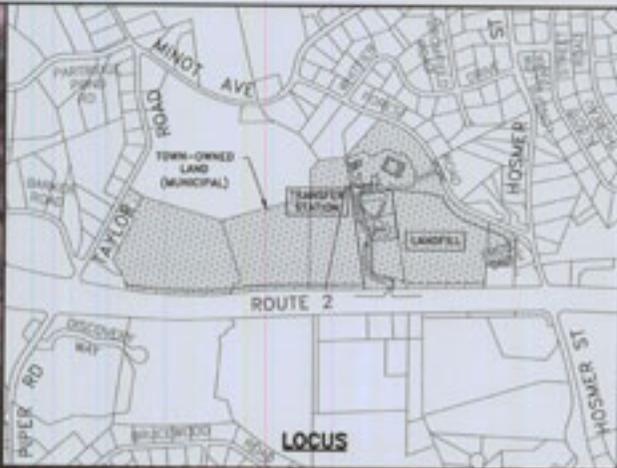
LOT 3
3.67 AC±
PUBLIC USE
NO PRIVATE USE

LOT 2
14.13 AC±

LOT 5
1.76 AC±
COMMON ACCESS
PARCEL

POSSIBLE
EASEMENTS FOR
RAMPS/SERVICE ROADS

POSSIBLE
EASEMENTS FOR
RAMPS/SERVICE ROADS



NOTES:
THE AERIAL PHOTOGRAPH USED IN THE PREPARATION OF THIS PLAN IS FROM THE MASSACHUSETTS STATE PLANNING INFORMATION SYSTEM AND IS NOT A PROFESSIONAL SURVEY. THE TOWN ENGINEERING DEPARTMENT ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS IN THIS CONCEPTUAL PLAN. THE TOWN ENGINEERING DEPARTMENT ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS IN THIS CONCEPTUAL PLAN. THE TOWN ENGINEERING DEPARTMENT ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS IN THIS CONCEPTUAL PLAN.

TOWN OF ACTON ENGINEERING DEPARTMENT	
PLAN OF CAPPED LANDFILL WITH TRANSFER STATION AND RECREATION AREA	
CONCEPTUAL PLAN	
SCALE: 1"=400'	DATE: 10/4/2004

Section Six:

AutoCAD File of Site Boundaries and Topography

This information is not available online, but can be viewed at the reference desk at the Acton Memorial Library.

Section Seven:

Figure 1-3, Conceptual Grading Plan

This information is not available online, but can be viewed at the reference desk at the Acton Memorial Library.

Section Eight:

Hydrology and Monitoring System Study and Results

This information is not available online, but can be viewed at the reference desk at the Acton Memorial Library.

Section Nine:

Site Assignment Documentation and Other Permits for the Transfer Station

This information is not available online, but can be viewed at the
reference desk at the Acton Memorial Library.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the last date of execution below, is entered into by the TOWN OF ACTON, a MUNICIPAL CORPORATION, having a mailing address of Town Hall, 472 Main Street, Acton, Massachusetts 01720 (hereinafter referred to as "**Landlord**") and

_____, a _____ having a mailing address of _____ with a federal taxpayer ID number of _____ (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns that certain tract of land, together with all rights and privileges arising in connection therewith, shown on Town of Acton Assessor's Map G-4, Lots 75, 140, 76, and 167-1, located off Route 2 in Acton, Massachusetts (the "**Property**"). Tenant desires to lease and operate the existing licensed Solid Waste Transfer Station located on a portion of the Property (the "**Facility**"). Landlord desires to lease to Tenant the right to use a portion of the Property to operate the Solid Waste Transfer Station in accordance with this Agreement.

For adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DEFINITIONS.

(a) "Acceptable Waste" means (1) all household garbage, trash, rubbish, refuse and offal of the type that is now normally collected at and/or disposed of from the Facility, (ii) oversized household items such as beds, mattresses and sofas, which may be delivered separately, (iii) such types of non-hazardous solid waste from commercial and industrial facilities as are now normally collected at and/or disposed of from the Facility. Acceptable Waste shall not include

- (i) explosives, pathological and biological waste, chemicals and radioactive materials, oil sludges, highly flammable substances, cesspool or other human waste, human and animal remains, motor vehicles, by-product wastes such as rubber, leather and plastics (except in small quantities to the extent it is generated by normal municipal collections), farm and other large machinery, liquid wastes, non-burnable construction material and/or demolition debris, hazardous refuse of any kind, such as cleaning fluids, crank case oils, cutting oils, paints, plastics (other than food and household containers), acids, caustics, poisons, drugs, radioactive materials, fine powdery earth used to filter cleaning fluid and refuse of similar nature,
- (ii) any item of waste either smouldering, on fire, at its kindling point or in the process of supporting combustion,
- (iii) any item of waste exceeding six (6) feet in any one of its dimensions or exceeding three hundred (300) pounds in weight or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight (8) inches could be contained within such solid mass position,
- (iv) automobile tires, transmissions, rear ends, springs, fenders or major parts of automobiles, motorcycles, or snowmobiles,
- (v) computers, computer monitors, television sets, or similar electronic objects containing hazardous components, and
- (vi) all other materials that Tenant and Landlord agree would be likely to pose a threat to health or safety or which may cause damage to or adversely affect the operation of the Facility or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation. The parties recognize that some substances that are not, as of the date of this

Agreement, considered harmful or of a toxic nature or dangerous, may be determined by the Commonwealth of Massachusetts, federal law and/or the Environmental Protection Agency subsequent to the date hereof to be hazardous, and at the time of such determination, such substances shall cease to be Acceptable Waste.

(b) “CPI” means the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, All Items (2004 = 100), seasonally adjusted, published by the United States Department of Labor, or if such index is no longer published or its method of computation is substantially modified, an index approved by Tenant and Landlord.

(c) “Contract Community” means any municipality with whom Tenant enters into a contract for the regular delivery of Acceptable Waste to the Facility.

(d) “Private Individual” means any person or entity with whom Tenant does not have a contract for the regular delivery of Acceptable Waste to the Facility.

(e) “Private Hauler” means any means any person or entity, other than a Private Individual, delivering Acceptable Waste to the Facility that is not a Contract Community or delivering on behalf of a Contract Community, with whom Tenant has entered into a contract for the regular delivery of Acceptable Waste to the Facility.

(f) “Recycled Waste” means solid waste which is separated from Acceptable Waste and collected, stored, processed and redistributed so as to return such material to the marketplace for reuse or resale or to make it available for use as compost. Recycled Waste does not include separated solid waste which is subsequently landfilled, incinerated or otherwise disposed of at a place other than the Facility (except for the composting of yard waste).

(g) “Residue” means ash, fly ash and other unburnable portions of Acceptable Waste generated at any facility other than the Property, and includes minor quantities of combustible and putrescible matter.

1. LEASE OF PREMISES; LEASEHOLD IMPROVEMENTS.

(a) Landlord leases to Tenant and Tenant leases from Landlord a certain portion of the Property, including the Solid Waste Transfer Station as described on attached **Exhibit 1**, together with unrestricted non-exclusive access for Tenant’s uses from Route 2 West to the Solid Waste Transfer Station as described on the attached **Exhibit 1** (collectively, the “**Premises**”).

(b) The Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Premises under the terms and conditions set forth herein and in strict accordance with the Request for Proposals dated _____, prepared by Landlord (the “RFP”) and the information provided by Tenant in its Proposal in response thereto (the “Bid”) dated _____. The RFP and the Bid are each attached hereto as **Exhibits 2** and **3** respectively, and are made a part of this Agreement, subject to the condition that, in the event of a conflict in and between the terms of the RFP and the Bid, the terms of the RFP shall control and, in the event of a conflict in and between the RFP, the Bid and this Agreement, the terms of this Agreement shall control in each and every instance.

(c) The Tenant shall at its sole cost and expense perform and complete to the Landlord’s reasonable satisfaction all design, permitting, environmental assessment, construction, landscaping and related activities for the following leasehold improvements to the Property within the time frames specified: (i) on or before the second anniversary of the Commencement Date set forth below, grading and shaping of the landfill for installation of a landfill cap described herein, (ii) on or before the fourth anniversary of the Commencement Date set forth below, closure of the entire landfill situated on Lots 2, 3, 4 and 5 as depicted on the plan entitled “Plan of Capped Landfill with

Transfer Station and Recreation Area, Conceptual Plan” prepared by the Acton Engineering Department, dated 10/4/04, scale 1” = 60’ attached to Exhibit 1 hereto (and any adjacent areas affected by landfill operations) by installation of a landfill cap that meets the requirements of the DEP’s Solid Waste Management Regulations (310 CMR 19.000) for closure and capping of the existing solid waste landfill on the Property, that satisfies all applicable requirements of the Landlord, the Department of Environmental Protection, and the United States Environmental Protection Agency, and that meets the specifications for landfill closure and capping set forth in **Exhibit 4** hereto, and (iii) on or before the fifth anniversary of the Commencement Date set forth below, the preparation, construction, completion, and landscaping of ___ recreational fields ready for public use on a [REDACTED] acre portion of the Property and paved access and parking with respect thereto in accordance with all applicable requirements of the Landlord, the Department of Environmental Protection, and the United States Environmental Protection Agency, and in accordance with the specifications for recreational re-use set forth in **Exhibit 5** hereto. This obligation to perform and complete the leasehold improvements shall be specifically enforceable, and time is of the essence with respect thereto. Failure to complete said leasehold improvements required under the Agreement on or before that date shall be grounds to terminate the Agreement, in which case the Landlord may, without limitation of its other available remedies in law or in equity, cause the leasehold improvements to be completed by another person, firm, or corporation, and recover all costs thereof, including collection costs and attorneys fees, from the Tenant. Within sixty days of completion of leasehold improvements under this Agreement, the Tenant shall submit to the Landlord three sets of as built plans. All costs associated with the foregoing shall be borne by the Tenant.

(d) Upon completion of the leasehold improvements and acceptance thereof by the Landlord, the Tenant shall forthwith cause to be paid all materialmen and others who performed work with respect thereto, shall forthwith cause to be discharged all liens with respect thereto, and shall release and re-convey to the Landlord (on terms acceptable to the Board of Selectmen) all of the Tenant’s right, title and interest in Lots 2, 3 and 5 as shown on the plan entitled “Plan of Capped Landfill with Transfer Station and Recreation Area, Conceptual Plan” prepared by the Acton Engineering Department, dated 10/4/04, scale 1” = 60’ (including without limitation that portion of the Leased Premises which has been improved for recreational fields and access and parking with respect thereto), and Tenant shall retain in common with the Landlord the right to access the remaining Leased Premises over Lot 5 as shown on said plan.

2. PERMITTED USE.

(a) Tenant may use the Premises for the installation, construction, maintenance, operation, repair, replacement and upgrade of a Solid Waste Transfer Station (collectively, the "**Facility**"), as well as the right to test, survey and review title on the Property; Tenant further shall have the right and obligation to add, modify and/or replace equipment in order to be in compliance with any current and future federal, state or local laws, bylaws, rules statutes and regulations applicable to the Facility (collectively, the "**Permitted Use**"). Landlord and Tenant agree that the Facility is conceptually described on **Exhibit 1** and this description will not be deemed to limit Tenant's Permitted Use. Tenant has the right to operate the Facility and, subject to Landlord’s review and approval, to make improvements, alterations, upgrades or additions appropriate for Tenant’s use which improvements shall not interfere with the Landlord’s remaining use of the Property ("**Tenant Changes**"). Subject to Landlord’s review and approval, Tenant Changes may include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with any and all current and future governmental laws, bylaws, rules, statutes and regulations, relating to its use of the Facility on the Property. Tenant shall have the right to modify, supplement, replace, upgrade, or expand the equipment at the Facility within the Premises at any time during the term of this Agreement. For purposes of this Agreement, Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant’s Changes or to insure that the Facility complies with all applicable federal, state or local laws, bylaws, statutes, rules or regulations. Any equipment or fixtures installed on the Property, including without limitation, upgrades to existing equipment or the Facility, shall, in Landlord’s sole discretion, become the property of Landlord at the expiration of this Agreement. Any equipment or fixtures Landlord does not elect to retain, shall be removed by Tenant in accordance with Section 13 of this Agreement.

(b) Prior to the installation of any Tenant Changes, Tenant will supply Landlord with plans and specifications (“Plans”) to be reviewed and approved in writing by the Landlord prior to commencement of Tenant’s Changes. Landlord may approve, deny, or condition its approval of any such Plans as it deems appropriate. After approval by the Landlord, the Plans will be considered incorporated in this Agreement as Exhibit 1. If the Landlord disapproves the Plans then Tenant may provide Landlord with the revised Plans in an effort to address Landlord’s concerns. In the event Landlord disapproves of the Plans upon a third (3rd) submission, and Tenant’s Changes are required to maintain any required permit, license, or other necessary approval, or are necessary to comply with any municipal, state, or federal law, bylaw, statute, or regulation, Tenant may, upon sixty days notice to Landlord and opportunity to cure by Landlord, terminate this Agreement in accordance with Section 6(c) of this Agreement. This paragraph shall not be construed to limit the number of times that Tenant may submit Plans for review. For each submission of Plans, Tenant shall reimburse Landlord its reasonable review fees as provided for in Section 8(b) of this Agreement.

3. TERM.

(a) The initial lease term will be ten (10) years ("**Initial Term**"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the tenth (10th) annual anniversary of the Commencement Date occurs.

(b) This Agreement shall automatically renew for two (2) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions, unless Landlord, in its sole discretion, notifies Tenant in writing of Landlord’s intention not to renew this Agreement at least thirty (30) day prior to the expiration of the existing Term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the date that this Agreement is fully-executed (the "**Commencement Date**") and continuing throughout the Initial Term (years 1-10), the first Extension Term (years 11-15), and the Second Extension Term (years 16-20), Tenant will pay the Landlord a monthly rental payment in accordance with the following schedule of rent ("**Rent**"), at the address set forth above on or before the fifth (5th) day of each calendar month in advance:

YEAR	MONTHLY RENT	ANNUALIZED RENT
1		
2		
3		
4		
5		
6		
7		

8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Commencement Date.

(b) Throughout any Extension Terms after the second Extension Term, the monthly Rent will increase by four percent (4 %) over the Rent paid during the previous year.

(c) Except with respect to Acceptable Waste that may be delivered by the Landlord or Landlord’s contractors or subcontractors, Tenant agrees to pay Landlord as “**Additional Rent**” the following: **[TO FOLLOW BASED ON PROPOSAL]**. Such Additional Rent shall be calculated and paid on a semi-annual basis as of the close of business on the last day of November and of May during each year of the Term, and shall be paid with the Rent due the following month.

(d) Rent for the **Holdover Term** shall be One Hundred Fifty percent (150%) of the then current Rent amount.

(e) Tenant will pay all real and personal property taxes or payments in lieu of taxes assessed on, or any portion of such taxes or payments in lieu of taxes directly attributable to the Facility. Tenant, upon presentation of sufficient and proper documentation will pay, within thirty (30) days, an increase in real property taxes or payments in lieu of taxes levied against the Property, excluding additional taxes that relate to the period prior to the Commencement Date which is attributable to Tenant’s use of the Property, provided Tenant will be entitled to seek an abatement of any such increase payable by it.

5. OPERATIONS.

(a) Operation of Facility. Tenant shall, except as otherwise expressly provided for herein, so operate and maintain the Facility as to be capable of receiving at and delivering from the Facility all Acceptable Waste and recovering materials as set forth herein during the term of this Agreement. Except with the express written permission of the Landlord, Tenant shall not increase or enlarge the capacity of the transfer station beyond [REDACTED] tons per day, and only then upon receipt of all necessary governmental permits and approvals by the Tenant.

(b) Open Hours. Tenant shall keep the Facility open for the receiving of Acceptable Waste from 8:00 a.m. until 3:00 p.m. Mondays, Tuesdays, Wednesdays, and Thursdays; from 7:00 a.m. until 3:00 p.m. on Fridays; and from 7:00 a.m. until 4:30 p.m. on Saturdays (the "Open Hours"), except that the Facility need not be open on any day which is established by the Commonwealth of Massachusetts as a legal holiday, provided that the Facility shall be open from 7:00 a.m. until 4:30 p.m. on an adjacent day (not including Sunday) in any week in which a legal holiday occurs, for the purpose of accommodating the delivery of Acceptable Waste in a normal flow.

(c) Additional Hours of Operation. Tenant may, subject to prior written approval by Landlord, such approval shall be in Landlord's sole discretion, operate the Facility for the delivery of Acceptable Waste on any Sundays or legal holidays and for hours in addition to the Open Hours on regular delivery days, if such operation does not violate any applicable law. Landlord's approval of operations in addition to Open Hours shall not be construed to be a determination of Tenant's compliance with any municipal, state, or federal laws, bylaws, statutes, rules or regulations; and Tenant, at Tenant's sole expense, shall be responsible for obtaining any necessary approvals for its operations.

(d) Weighing Records. Tenant shall utilize and maintain motor truck scales at the Facility to weigh all vehicles delivering Acceptable Waste to the Facility for disposal. Tenant shall operate such scales in compliance with Massachusetts law. Each vehicle delivering Acceptable Waste to the Facility shall be weighed, with gross weight, tare weight, time and truck identification to be recorded on a weight record. Such records shall be used by Tenant as a basis for determining the tonnage of deliveries of Acceptable Waste to the Facility. Tenant reserves the right to modify the above arrangement with any other system reasonably designed to perform the same functions, with the prior written approval of the Landlord, and such approval shall not be unreasonably withheld, conditioned or delayed. The Landlord shall also have the right, at its own expense, to inspect the weight records, and to test the accuracy of the motor truck scales or other approved measurement method maintained at the Facility, provided that such tests are made at reasonable times and do not in any way interfere with the orderly operation of the Facility. Tenant shall maintain records of the tonnage of Acceptable Waste delivered and accepted by Tenant each day, and copies of all weight records shall be retained for a period of no less than two (2) years.

(e) Ownership of Acceptable Waste. Upon acceptance by Tenant of any Acceptable Waste delivered to the Facility, Tenant shall receive title to such waste. Acceptable Waste shall be deemed to have been accepted by Tenant if it has been deposited in the receiving area during Open Hours or at other times permitted under this Agreement in accordance with the rules and regulations prescribed by Tenant for delivery of waste and the private hauler, private individual, contract community or other person bringing such waste has left the Facility Site without objection by Tenant. Tenant shall remove all such Waste from the Property within [REDACTED] days of its delivery to the Property and shall properly dispose of all such Waste at an approved incinerator, landfill, trash-to-energy facility, or other approved disposal location. Tenant shall not permanently dispose of any Waste or other material at the Property, nor shall Tenant allow or permit any other person or entity to do so.

(f) Residue Disposal. Tenant shall be responsible to provide for the haulage to and deposit of all Residue to such other landfill available to Tenant. Tenant shall be responsible, at its sole cost and expense, for any and all storage, treatment, transportation, disposal and reuse of all Residue. Tenant shall not dispose of any Solid Waste, Residue, or other material whatsoever on the Property or the Premises without the express written permission of the Landlord.

(g) Manner of Deliveries. Tenant shall impose reasonable regulations on private haulers, private individuals, contract communities or other persons delivering waste to the Facility to insure that waste is delivered in such manner that none is blown, leaked or spilled before being unloaded at the Facility in accordance with Tenant's regulations. The Tenant shall require all vehicles used for deliveries of Acceptable Waste to the Facility be properly tarped so as to prevent any refuse, dirt, dust or any other materials from falling or blowing out from the vehicle. Landlord reserves the right to inspect all vehicles used for the delivery to the Facility to assess compliance with these requirements. In addition, Tenant may impose such other reasonable rules and regulations on the delivery of waste to the Facility as it deems necessary.

Tenant shall operate the Facility in such a manner as to reasonably ensure that truck queuing times are kept to a minimum. However, Landlord recognizes, understands and agrees that queuing times are directly dependent upon a number of circumstances and events that are beyond the control of Tenant including, without limitation, the delivery schedules of the customers, the condition of the trucks, the level of driver experience and cooperation, and the like. Accordingly, Tenant shall be responsible for minimizing queuing times only to the extent that excessive queuing times are within Tenant's reasonable control. Tenant agrees to cooperate with the Landlord by implementing reasonable suggestions for the reduction of queuing times caused by circumstances outside of Tenant's control.

(h) Parties Allowed to Make Deliveries. Tenant shall be allowed to enter into contracts with Contract Communities and Private Haulers for the delivery of Acceptable Waste to the Facility. Tenant may, in its discretion allow Private Individuals to deliver Acceptable Waste to the Facility.

(i) Liability for Costs. Tenant shall have full responsibility and liability for all expenses and costs incurred in connection with the design, construction, equipping, operation and maintenance, and possession of the Facility, including without limitation any capital costs, host community taxes, labor, materials, equipment and all other costs of operating the Facility and disposing of Acceptable Waste and the Residue therefrom.

(j) Rules and Regulations. Tenant will comply with all applicable laws, bylaws, statutes, rules and regulations for the Facility and the Property as may be established and provided by any federal, state or local governmental body from time to time, and shall apply for and use its best efforts to obtain any and all required approvals, licenses and permits from any agency, board, or other governmental authority necessary for the construction or operation of the Facility. Tenant shall also comply with all applicable laws, bylaws, rules and regulations relating to minimum wages including without limitation state prevailing wage rates for construction work of the leasehold improvements; and working conditions on the Property. The failure of the Landlord or any other person to comply with said laws, bylaws, rules or regulations shall under no circumstances excuse the selected firm from performing its obligations as required in the Agreement. Attached hereto as **Exhibit 6** is a list of current prevailing wages for the work anticipated in connection with the anticipated leasehold improvements on the Property, which shall be updated from time to time during the Term of the Agreement. Tenant shall at its own cost be responsible for obtaining all federal, state and local permits for the proposed facility and all Operations required under the Agreement. The Tenant shall be responsible for all costs associated with the permitting process. The Tenant shall closely coordinate any submittal with the DEP, Massachusetts Environmental Policy Act office, and local authorities with the Landlord so as not to jeopardize other on-site Landlord operations on the Property. The Tenant shall submit three draft copies of any permit applications or filings to the Landlord a minimum of thirty (30) business days in advance of their scheduled submission to the appropriate regulatory agency. The selected firm

shall incorporate comments from the Town into the draft permit applications prior to their submittal to the regulatory agencies.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Facility for its current capacity. Tenant shall use its best efforts to obtain and maintain such licenses, permits, and approvals. However, Tenant's best efforts shall not require Tenant to appeal any adverse decision or determination; or

(c) by Tenant on sixty (60) days prior written notice of the disapproval of Plans pursuant to Section 2(b) of this Agreement, so long as Tenant pays Landlord a termination fee equal to one (1) years Rent, at the then current rate.

7. INSURANCE. Tenant will carry during the Term, at its own cost and expense, the following insurance with companies that are duly authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required, and in forms acceptable to the Landlord's Board of Selectmen to protect the Tenant, the Tenant's subcontractors, and the Landlord and its boards, commissions, committees, officers, employees, agents and representatives, from and against any and all claims, liabilities and damages which may arise under the Agreement, including without limitation, any and all claims, liabilities and damages for bodily injury, for accidental death, for property damage, and for environmental pollution liability caused by the acts or omissions of the Tenant, its agents, officers employees, contractors, subcontractors, representatives, servants, and invitees, and their respective heirs, administrators, successors and assigns,.

The Tenant shall cause the Landlord and its employees, agents and officials, to be named as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages which may arise out of or result from the Tenant's performance and furnishing of work and the Tenant's other obligations under the Agreement, whether it is to be performed or furnished by the Tenant, any contractor, subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

The Tenant shall secure and continuously maintain in full force and effect during the Term of the Agreement insurance coverage as follows:

- a. Workers' Compensation, occupational disease, employer's liability, disability benefit and other similar employee disability insurance as required by the laws of the Commonwealth of Massachusetts;
- b. Commercial General Liability, combined single limit of \$5,000,000 each occurrence and \$5,000,000 aggregate limit. The Commercial General Liability insurance shall be issued under a broad form endorsement and shall include coverage for premises operations liability, products completed operations liability, contractor's protective liability, and contractual liability;

- c. Excess Liability Umbrella, \$10,000,000 each occurrence and \$10,000,000 aggregate limit. Excess liability umbrella insurance shall be in a form which shall provide coverage over commercial general liability, employer's liability under Workers' Compensation, and automobile liability insurance;
- d. Contractors' Operations and Professional Services Environmental Liability insurance on a claims-made basis with limits of \$5,000,000 for each occurrence and \$5,000,000 aggregate limit;
- e. Automobile Liability, combined single limit of \$1,000,000 each occurrence and \$3,000,000 aggregate limit; and
- f. Fire and Extended Coverage insurance for the work under the Agreement to the full insurable value thereof for the benefit of the Landlord, the Tenant and the Tenant's Subcontractors, as their interests may appear.

Completed operations insurance, and any insurance coverage written on a claims -made basis shall remain in effect for at least two years after the work has been accepted by the Landlord (and the Tenant shall furnish the Landlord and each additional insured identified in the Agreement to whom a certificate of insurance has been issued evidence satisfactory to the Landlord and any such additional insured of continuation of such insurance at the time of acceptance of the work and two years thereafter).

The Tenant also shall purchase and maintain property insurance upon all work at the Property in the amount of the full replacement cost thereof. This insurance shall:

- a. include the interests of the Landlord, the Tenant and the Tenant's subcontractors, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
- b. be written on a special form Builder's Risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the work, temporary buildings, false work and work in transit and shall insure against at least the following perils; fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws and regulations, water damage, and such other perils as may be specifically required by the Agreement;
- c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
- d. cover equipment stored at the site or at another location that was agreed to in writing by the Landlord prior to being incorporated in the work, provided that the Tenant shall be responsible for all materials until the work is accepted by the Landlord; and
- e. be maintained in effect until the Work is accepted by the Landlord unless otherwise agreed to in writing by the Landlord and the Tenant with thirty (30) days' written notice to each other additional insured to whom a certificate of insurance has been issued.

Each policy of liability insurance shall name the Landlord, the Tenant and the Tenant's subcontractors, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds. Each policy of insurance, and the certificates or other evidence thereof, required to be purchased and maintained by the Tenant in accordance with the Agreement shall contain a provision or endorsement that the coverage afforded will not be cancelled or materially amended and no renewal will be refused until at least thirty (30) days' prior written notice has been given to all insureds and additional insureds under each

such policy. Failure to provide and continue in force such insurance shall constitute a material breach of the Agreement and shall be grounds for immediate termination thereof by and in the sole discretion of the Landlord.

The Tenant shall make no claim against the Landlord or its boards, commissions, committees, officers, employees, agents and representatives for damage to the Tenant's trucks or equipment arising out of the work to be performed by the Tenant under the Agreement, or for damage to or from any Town of Acton roads arising out of the work to be performed by the Tenant under the Agreement. The Tenant shall provide and maintain appropriate liability insurance and bonds or other surety to provide protection against such damage.

The amounts provided for herein, shall escalate annually based upon the percentage increase in the Consumer Price Index beginning with the sixth anniversary of the Commencement Date and annually thereafter.

If Tenant fails to procure, maintain and/or pay any insurance required in this Section within ten (10) days after receipt of written notice from Landlord, or fails to carry insurance required by law or governmental regulation after notice and within the time periods so required, Landlord may (but without obligation to do so) at any time, from time to time, procure such insurance and pay the reasonable premiums therefor, in which event Tenant will repay to Landlord all such sums so paid by Landlord and any reasonable costs or expenses incurred by Landlord in connection therewith, within ten (10) days following Landlord's written request for such payment

8. SECURITY DEPOSIT AND REVIEW FEES.

(a) Tenant shall pay Landlord's reasonable legal and expert fees for the review of any proposed changes to this Agreement or the Facility upon reasonable proof of same.

(b) Promptly upon written demand, the Tenant shall pay to the Landlord all costs incurred by the Landlord in reviewing and approving any and each submitted Plan, including the costs of Landlord's architects, engineers, attorneys and/or consultants, provided the Tenant shall not be required to reimburse the Landlord an amount that exceeds two month's Rent per review. Such costs shall be incurred by the Tenant and be due the Landlord as Additional Rent under this Agreement.

(c) At the commencement of this Agreement, Tenant will deposit with Landlord the sum of _____ and No/100 Dollars (\$_____.00), a performance bond, or other approvable financial assurance mechanism (FAM) in the amount necessary to close the proposed facility and comply with any regulatory requirements (post-closure) as part of the security for the Tenant's performance of its obligations under this Agreement. The FAM shall be provided for the benefit of the Landlord and DEP by a surety company authorized to do business in the Commonwealth of Massachusetts. The Tenant shall maintain the FAM throughout the term of the Agreement and any extension or renewal thereof. The Tenant shall not deliver to or receive at the Property any waste, fill, equipment or materials and shall not do any work under this Agreement unless the Landlord has received the FAM documentation that complies with this Agreement, and with the DEP requirements. Upon the expiration or earlier termination of the Agreement as provided herein, said FAM, or any balance thereof remaining after Landlord's rightful use of and set-off against the FAM, will be returned to Tenant.

(d) Prior to commencement of the work under this Agreement, and as security for the Tenant's covenants and obligations under the Agreement, the Tenant shall provide and maintain during the term of the Agreement for the benefit of the Landlord (i) a standby letter of credit, or (ii) a payment bond, or (iii) other financial guarantee in form and substance and issued by an institution licensed to conduct business in the Commonwealth of Massachusetts and acceptable to and approved by the Board of Selectmen in the amount of _____ and No/100 Dollars (\$_____.00).

9. INDEMNIFICATION.

(a) Tenant shall at all times comply with all applicable laws, bylaws, statutes, ordinances, rules and regulations of municipal, state and federal governmental authorities now or hereafter in force and effect relating to the Facility and/or the installation, maintenance, location, use, operation, and removal of improvements authorized herein, and Tenant agrees that it shall fully indemnify Landlord and defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the installation, use, maintenance, operation, repair or removal of the Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the gross negligence or intentional act or omission of Landlord, its employees, agents or independent contractors (not including the Tenant). Without limitation, Tenant shall defend, indemnify and hold the Town harmless against any and all claims, actions, suits, causes of action, and demands whatsoever, in law or in equity, and any and all losses, costs, damages and liabilities of any kind brought against the Town of Acton and/or its agents, officers, employees, representatives, committees, boards and commissions arising from or relating to any act or omission of the Tenant, its agents, officers employees, contractors, subcontractors, representatives, servants, and invitees, and their respective heirs, administrators, successors and assigns, in the performance of this Agreement, including without limitation closing and capping of the Acton landfill and post-closure use of the Premises and all operations of Tenant relating thereto.

(b) Notwithstanding anything to the contrary in this Agreement, Tenant waives any claims that it may have against the Landlord with respect to consequential, incidental or special damages.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises (and non-exclusive right to access thereto).

11. ENVIRONMENTAL.

(a) Tenant agrees that it will be responsible for compliance with any and all environmental and industrial hygiene laws, including any bylaws, regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are related to the Tenant's Facility or activities conducted in or on the Property or the Premises.

(b) Tenant agrees to defend, hold harmless and indemnify Landlord from and to assume all duties, responsibilities, and liabilities at its sole cost and expense (including payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) Tenant's failure to comply with any environmental or industrial hygiene law, including without limitation any bylaw, regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect related to the Tenant's Facility or activities conducted in or on the Property, and (ii) any environmental or industrial hygiene

conditions that arise out of or are in any way related to activities conducted by the Tenant on the Premises unless the environmental conditions are caused solely by the Landlord.

(c) The indemnifications of this Section 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority arising out of or relating to Tenant's activities on the Property. The provisions of this Section 11 Environmental will survive the expiration or termination of this Agreement.

12. ACCESS. Subject to applicable laws, rules and regulations governing access to and from State Route 2, at all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have vehicular access to and over the Property, from Route 2 to the Premises, for the installation, maintenance and operation of the Facility and any utilities serving the Premises. All trucks delivering materials to or from the site shall access the site from Route 2 exclusively. Tenant shall be responsible for all improvements to the access and egress points along Route 2 as well as any required permitting with Massachusetts Highway Department or other permitting agency. At no time will trucks or other construction vehicles be allowed to use Forest Road or other side streets in Acton for access to or from the Property or the Premises.

13. REMOVAL/RESTORATION. Tenant covenants and agrees that, in Landlord's sole discretion, any part of the Facility constructed, erected, improved, upgraded, or placed on the Premises by Tenant will become and be considered as being affixed to the Property or the Facility. Any such improvements shall, in Landlord's sole discretion, be left by Tenant at the end of the Term. Any improvements that Landlord does not elect to have remain on the Property, shall be removed by Tenant within thirty (30) days of the end of the Term. Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, except for the required leasehold improvements, reasonable wear and tear, and loss by casualty or other causes beyond Tenant's control. Tenant shall not be required to remove from the Premises or the Property any approved underground utilities installed for the Facility.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises, including access thereto in good condition, reasonable wear and tear and damage from the elements excepted. Tenant's maintenance obligation shall include without limitation removal of snow from the Premises and access thereto.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When sub-metering is necessary and available, Landlord will read the meter on a monthly or quarterly basis and provide Tenant with the necessary usage data in a timely manner to enable Tenant to compute such utility charges. Landlord will reasonably cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure of such services.

(c) Tenant will not erect or cause to be erected any signs outside (or visible from the outside of) the Premises, without the prior written consent of Landlord in each instance, except as required for notification of Tenant in the event of an emergency or as required by law.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement:

- (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or
- (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.
- (iii) The written admission by Tenant that it is bankrupt and the filing by Tenant of a voluntary petition as such under the Federal Bankruptcy Code, or the consent by Tenant to the appointment by a court of a receiver or trustee for all or a substantial portion of its property or business, or should proceedings be instituted by or against Tenant for bankruptcy, insolvency, receivership, or if Tenant should be adjudicated as bankrupt, insolvent or placed in receivership, or the making by Tenant of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver, or similar fiduciary regardless of how designated of all or a substantial portion of Tenant's property or business.
- (iv) The final adjudication of Tenant as a bankrupt after the filing of an involuntary petition under the Federal Bankruptcy Code, but no such adjudication shall be regarded as final unless and until the order of adjudication is no longer appealable.
- (v) Failure on the part of Tenant to pay all or any amount required to be paid to the Landlord under this Agreement when such amount becomes due and payable unless the same is paid within thirty (30) days after written demand therefore by the Landlord accompanied by notice to Tenant that unless the same is not so paid, the default will constitute an Event of Default.
- (vi) Upon any default by Tenant under the above contingencies, Landlord may, if Landlord so elects, at any time thereafter, terminate this Agreement and the term hereof, upon giving to Tenant [or to any trustee, receiver, non-permitted assignee or other person in charge of or acting as custodian of the assets or property of Tenant], ten (10) days notice in writing of Landlord's intention so to do. Upon the giving of such notice, this Agreement and the term hereof will end on the date fixed in such notice as if the said date was the date originally fixed in this Agreement for the expiration hereof; and Landlord will have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damages

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term, condition or breach of any warranty or covenant applicable to Landlord under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure, No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the reasonable, documented, out-of-pocket costs of such cure from any monies due to Landlord from Tenant.

(c) Except as otherwise provided in this Agreement, all covenants and agreements to be kept or performed by Tenant under the terms of this Agreement will be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent. If Tenant will be in default in its obligations under this Agreement to pay any sum of money other than rental or to perform any other act hereunder, Landlord may, but will not be obligated to, make any such payment or perform any such act on Tenant's part without waiving its rights based upon any default of Tenant and without releasing Tenant from any obligation hereunder. All reasonable sums paid or incurred by Landlord, together with interest thereon at a rate equal to the greater of (i) one percent (1%) for each calendar month or part thereof, or (ii) the maximum rate of interest permissible by law, from the date of such payment or the incurring of such cost by Landlord, whichever occurs first, will be paid to Landlord on demand.

16. ASSIGNMENT/SUBLEASE. Tenant shall not have the right to assign this Agreement or sublease the Premises, the Facility, and/or its rights herein, in whole or in part, without the Landlord's prior express written consent, and such consent shall be in Landlord's sole discretion, and Landlord shall have the absolute discretion to grant, deny or condition such consent. The Tenant shall not assign any monies due, or which become due to it under this Agreement, without the prior written consent of the Landlord, which consent may be withheld for any reason or for no reason. Landlord agrees not to unreasonably withhold, condition, or delay its consent in the event that Tenant seeks to assign, sell or transfer its interest under this Agreement to Tenant's principal, subsidiary, subsidiary of its principal, or to any entity which acquires all or substantially all of Tenant's assets by reason of merger, acquisition, or other business reorganization.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed as follows:

If to Tenant: _____

If to Landlord: Town Manager
Town of Acton
472 Main Street
Acton, Massachusetts 01720

With a copy to: Stephen D. Anderson, Esq.
Town Counsel
Anderson & Kreiger, LLP
43 Thorndike Street
Cambridge, MA 02141

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

19. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within fourteen (14) days. If a condemning authority takes all of the Property, or a portion sufficient, based on an objectively reasonable determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a pro rata basis.

20. CASUALTY. Landlord and Tenant will provide notice to the other of any casualty affecting the Property within fourteen (14) days of the casualty. If any part of the Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, based on an objectively reasonable determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. The parties will each be entitled to pursue their own separate awards of insurance proceeds, provided that any award to Tenant will not diminish Landlord's recovery. Upon such termination, Tenant will be reimbursed for any prepaid Rent on a prorata basis.

21. MECHANIC'S LIENS. Tenant will not subject Landlord's interest in the Property to any mechanic's lien or any other lien whatsoever. If any mechanic's lien or other lien, charge or order for payment of money will be filed as a result of the act or omission of Tenant, Tenant will cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured ("Secured") within sixty (60) days after notice from Landlord thereof. If Tenant will fail to cause the lien or encumbrance to be Secured within the sixty (60) day period, then Landlord will be entitled, but not obligated to, discharge or bond same. Tenant will indemnify and save Landlord harmless from all liabilities and costs to the extent resulting from Tenant's failure to timely secure same.

22. FORCE MAJEURE. Notwithstanding anything to the contrary contained in this Agreement, if Landlord or Tenant is delayed or prevented from performing any act which it is obligated to perform under this Agreement for causes beyond its reasonable control, (including, without limitation, repair, restoration and/or maintenance obligations) related to acts of God, war, governmental restrictions, or the inability to procure the necessary labor or materials, then Landlord or Tenant's time for performance of such obligations(s) here under will be reasonably extended by the period during which Landlord or Tenant was unable to perform, and the non-performing party will have no liability to the other party (nor will either party be entitled to terminate this Agreement or claim any abatement under this Agreement) on account of any such delay.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

"LANDLORD"
Town of Acton

Print Name: _____

Print Name: _____

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"
[Insert name of Tenant]

Print Name: _____

Print Name: _____

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE.]

TENANT ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

(as partner for _____, a corporation)
(as _____ for _____, a corporation)
(as attorney in fact for _____, the principal)
(as _____ for _____, (a) (the) _____)

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF MIDDLESEX)

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

(as _____ for the Town of Acton, a municipal corporation)

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

to the Agreement dated _____, 2004, by and between the Town of Acton, a municipal corporation, as Landlord, and _____, a _____, as Tenant.

The Premises are described and/or depicted as follows:

a portion of the land shown on Town of Acton Assessor's Map G-4, Lots 75, 140, 76, and 167-1, and described as Lots 2, 3, 4 and 5 on a plan entitled "Plan of Capped Landfill with Transfer Station and Recreation Area, Conceptual Plan" prepared by the Acton Engineering Department, dated 10/4/04, scale 1" = 60' attached hereto, located off Route 2, in the Town of Acton in the County of Middlesex, Commonwealth of Massachusetts; provided, however, that upon completion of the mandatory leasehold improvements required by this Agreement and acceptance thereof by the Landlord, the Tenant shall forthwith release and re-convey to the Landlord (on terms acceptable to the Landlord's Board of Selectmen) all of the Tenant's right, title and interest in Lots 2, 3 and 5 as shown on said plan (including without limitation that portion of the Leased Premises which has been improved for recreational fields and access and parking with respect thereto), and Tenant shall retain in common with the Landlord the right to access the then remaining Leased Premises on Lot 4 over Lot 5 as shown on the plan.

SITE ADDRESS: PLAT / LOT/ MAP, STREET ADDRESS, CITY/TOWN, COUNTY, STATE

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant and approved by the Landlord.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities including without limitation local zoning requirements.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments and Mass. Highway Department.

EXHIBIT 2

LANDLORD'S REQUEST FOR PROPOSALS

EXHIBIT 3

**BID SUBMITTED BY TENANT IN RESPONSE TO
LANDLORD'S REQUEST FOR PROPOSALS**

EXHIBIT 4

ADDITIONAL SPECIFICATIONS FOR LANDFILL CLOSURE AND CAPPING

EXHIBIT 5

Additional Specifications for the preparation, construction and landscaping of a [REDACTED] acre portion of the Property for re-use as Town recreation fields and the provision of paved access and parking with respect thereto

EXHIBIT 6

LIST OF PREVAILING WAGES

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

**MEMORANDUM
OF
LEASE**

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the date below, is entered into by the TOWN OF ACTON, a MUNICIPAL CORPORATION, having a mailing address of 472 Main Street, Acton, Massachusetts 01720 (hereinafter referred to as "**Landlord**") and _____, a _____ having a mailing address of _____ (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement ("Agreement") on the ____ day of _____, 2004, for the purpose of installing, operating and maintaining a Solid Waste Transfer Facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for an Initial Term of ten (10) years commencing on the date that the Agreement is fully-executed and ending on the last day of the month in which the fifth (10th) anniversary of the Commencement Date occurs, with two (2) successive five (5) year options to renew, at Landlord's sole discretion.
3. The portion of the land being leased to Tenant (the "Premises") is described in **Exhibit 1** annexed hereto.
4. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

"LANDLORD"
Town of Acton

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

[Insert name of Tenant]

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE.]

TENANT ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

(as partner for _____, a corporation)
(as _____ for _____, a corporation)
(as attorney in fact for _____, the principal)
(as _____ for _____, (a) (the) _____)

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF MIDDLESEX)

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

(as _____ for the Town of Acton, a municipal corporation)

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Agreement dated _____, 2004, by and between the Town of Acton, a municipal corporation, as Landlord, and _____, a _____, as Tenant.

The Premises are described and/or depicted as follows:

[TO FOLLOW]

located off Route 2, in the Town of Acton in the County of Middlesex, Commonwealth of Massachusetts

SITE ADDRESS: PLAT / LOT/ MAP, STREET ADDRESS, CITY/TOWN, COUNTY, STATE

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant and approved by the Landlord.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities including without limitation local zoning requirements.
- 3.** _____ Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments and Mass. Highway Department.

Exhibit 11

Wage Rates

REQUEST FOR PREVAILING WAGE RATES



The Commonwealth of Massachusetts
DIVISION OF OCCUPATIONAL SAFETY
 399 Washington St., 5th Floor, Boston, MA 02108-5223
 (617) 727-3492



OCT 12 2004
 OFFICIAL USE ONLY

Type or print clearly. Be sure to answer all questions. Incomplete requests will be returned to you.

INFORMATION ABOUT THE PROJECT:

1. Name of the Awarding Authority: Check One: City Town County District State Agency
 Town of Acton

2. Responsible Department Within Awarding Authority Board of Selectmen

3. Brief Description of the Project (a) the closure/capping of the landfill in accordance with all applicable requirements of the Department of Environmental Protection, the United States Environmental Protection Agency, and the town, and (b) the preparation, construction and landscaping of a portion of the property for re-use as town recreation fields and the provision of paved access and parking with respect thereto.

4. Town(s) in which the Work Will Be Performed Acton

5. Street Address of the Project Rte. 2, Acton, MA

6. Name of Project or Building (Optional) _____

7. Contract or Bid Number (Optional) _____ 8. Estimated Cost \$200,000.00

9. Approximate Start Date 9/1/05 Approximate End Date 8/31/08

INFORMATION ABOUT THE AWARDING AUTHORITY:

PUBLIC AWARDING AUTHORITY

COPY

Contracting Officer Don P. Johnson, Town Manager

Name of the Awarding Authority Town of Acton

Address Town Hall, 472 Main Street

City Acton State MA Zip Code 01720

Telephone Number 978-264-9612 Date Submitted 10/8/04

Prevailing wage rates may be sent to engineers or architects who are preparing bid specifications for a public awarding authority. However, complete information about the public awarding authority (above) must be given.

COMPLETE BELOW IF YOU ARE AN ENGINEER OR ARCHITECT WORKING AS AN AGENT OF THE AWARDING AUTHORITY

Name _____

Firm Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone Number _____ Date Submitted _____

Check One: Send wage rates to the awarding authority. Send wage rates to the architect or engineer.

MAIL YOUR REQUEST to the address at the top of this form and please mark the envelope "Wage Rate Request." Requests by facsimile transmission will not be accepted. This form may be reproduced.

92033



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR
DIVISION OF OCCUPATIONAL SAFETY

Electronic Reprint
October 21, 2004

Prevailing Wage Rates

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

MITT ROMNEY
Governor
KERRY HEALEY
Lt. Governor

ANGELO R. BUONOPANE
Director
ROBERT J. PREZIOSO
Commissioner

Awarding Authority: TOWN OF ACTON
Contract Number: City/Town: ACTON
Description Of Work: LANDFILL CLOSURE / CAPPING WORK
Job Location: ROUTE 2

Classification	Effective Dates and Total Rates							
(2 AXLE) DRIVER - EQUIPMENT	6/1/2004	\$35.030	12/1/2004	\$35.730	6/1/2005	\$36.230	8/1/2005	\$36.630
	12/1/2005	\$37.330	6/1/2006	\$37.830	8/1/2006	\$38.230	12/1/2006	\$38.930
	6/1/2007	\$39.430	8/1/2007	\$39.930	12/1/2007	\$40.630	6/1/2008	\$41.130
	8/1/2008	\$41.630	12/1/2008	\$42.330				
(3 AXLE) DRIVER - EQUIPMENT/READY-MIX CONCRETE	6/1/2004	\$35.100	12/1/2004	\$35.800	6/1/2005	\$36.300	8/1/2005	\$36.700
	12/1/2005	\$37.400	6/1/2006	\$37.900	8/1/2006	\$38.300	12/1/2006	\$39.000
	6/1/2007	\$39.500	8/1/2007	\$40.000	12/1/2007	\$40.700	6/1/2008	\$41.200
	8/1/2008	\$41.700	12/1/2008	\$42.400				
(4 & 5 AXLE) DRIVER - EQUIPMENT/READY-MIX CONCRETE	6/1/2004	\$35.220	12/1/2004	\$35.920	6/1/2005	\$36.420	8/1/2005	\$36.820
	12/1/2005	\$37.520	6/1/2006	\$38.020	8/1/2006	\$38.420	12/1/2006	\$39.120
	6/1/2007	\$39.620	8/1/2007	\$40.120	12/1/2007	\$40.820	6/1/2008	\$41.320
	8/1/2008	\$41.820	12/1/2008	\$42.520				
AIRTRACK OPERATOR	6/1/2004	\$33.100	12/1/2004	\$34.200	6/1/2005	\$35.350	12/1/2005	\$36.450
	6/1/2006	\$37.600	12/1/2006	\$38.700	6/1/2007	\$39.850	12/1/2007	\$40.950
	5/31/2008	\$41.450						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. ASPHALT RAKER	6/1/2004	\$29.250						
	6/1/2004	\$32.600	12/1/2004	\$33.700	6/1/2005	\$34.850	12/1/2005	\$35.950
	6/1/2006	\$37.100	12/1/2006	\$38.200	6/1/2007	\$39.350	12/1/2007	\$40.450
	5/31/2008	\$40.950						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE BACKHOE/FRONT-END LOADER BARCO-TYPE JUMPING TAMPER	6/1/2004	\$46.410	12/1/2004	\$47.590				
	6/1/2004	\$46.410	12/1/2004	\$47.590				
	6/1/2004	\$32.600	12/1/2004	\$33.700	6/1/2005	\$34.850	12/1/2005	\$35.950
	6/1/2006	\$37.100	12/1/2006	\$38.200	6/1/2007	\$39.350	12/1/2007	\$40.450
BLOCK PAVER, RAMMER / CURB SETTER	5/31/2008	\$40.950						
	6/1/2004	\$33.100	12/1/2004	\$34.200	6/1/2005	\$35.350	12/1/2005	\$36.450
	6/1/2006	\$37.600	12/1/2006	\$38.700	6/1/2007	\$39.850	12/1/2007	\$40.950
BOILERMAKER BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WARE)	5/31/2008	\$41.450						
	10/1/2004	\$47.170	10/1/2005	\$48.170				
	9/1/2004	\$51.090	3/1/2005	\$52.640	9/1/2005	\$54.390	3/1/2006	\$56.090
	9/1/2006	\$58.040	3/1/2007	\$59.790				
BULLDOZER/GRADER/SCRAPER CAISSON & UNDERPINNING BOTTOM MAN	6/1/2004	\$46.170	12/1/2004	\$47.340				
	6/1/2004	\$36.650	12/1/2004	\$37.750	6/1/2005	\$38.900	12/1/2005	\$40.000
	6/1/2006	\$41.150	12/1/2006	\$42.250	6/1/2007	\$43.400	12/1/2007	\$44.500
	5/31/2008	\$45.000						
CAISSON & UNDERPINNING LABORER	6/1/2004	\$35.700	12/1/2004	\$36.800	6/1/2005	\$37.950	12/1/2005	\$39.050
	6/1/2006	\$40.200	12/1/2006	\$41.300	6/1/2007	\$42.450	12/1/2007	\$43.550
	5/31/2008	\$44.050						

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: (617) 727-3465.



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR
DIVISION OF OCCUPATIONAL SAFETY
Prevailing Wage Rates

Electronic Reprint
October 21, 2004

MITT ROMNEY
Governor
KERRY HEALEY
Lt. Governor

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

ANGELO R. BUONORANE
Director
ROBERT J. PREZIOSO
Commissioner

Awarding Authority: TOWN OF ACTON
Contract Number: City/Town: ACTON
Description Of Work: LANDFILL CLOSURE / CAPPING WORK
Job Location: ROUTE 2

Classification	Effective Dates and Total Rates							
CAISSON & UNDERPINNING TOP MAN	6/1/2004	\$35,700	12/1/2004	\$36,800	6/1/2005	\$37,950	12/1/2005	\$39,050
	6/1/2006	\$40,200	12/1/2006	\$41,300	6/1/2007	\$42,450	12/1/2007	\$43,550
	5/31/2008	\$44,050						
CARBIDE CORE DRILL OPERATOR	6/1/2004	\$32,600	12/1/2004	\$33,700	6/1/2005	\$34,850	12/1/2005	\$35,950
	6/1/2006	\$37,100	12/1/2006	\$38,200	6/1/2007	\$39,350	12/1/2007	\$40,450
	5/31/2008	\$40,950						
CARPENTER CEMENT MASONRY/PLASTERING	10/1/2004	\$42,270	4/1/2005	\$43,520				
	9/1/2004	\$50,340	1/1/2005	\$50,970	3/1/2005	\$51,740	7/1/2005	\$52,400
	9/1/2005	\$53,260	1/1/2006	\$53,910	3/1/2006	\$54,750	9/1/2006	\$55,720
CHAIN SAW OPERATOR	3/1/2007	\$56,570						
	6/1/2004	\$32,600	12/1/2004	\$33,700	6/1/2005	\$34,850	12/1/2005	\$35,950
	6/1/2006	\$37,100	12/1/2006	\$38,200	6/1/2007	\$39,350	12/1/2007	\$40,450
5/31/2008	\$40,950							
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	6/1/2004	\$47,410	12/1/2004	\$48,590				
COMPRESSOR OPERATOR	6/1/2004	\$38,730	12/1/2004	\$39,660				
DELEADER (BRIDGE)	7/1/2004	\$50,320	1/1/2005	\$51,770	7/1/2005	\$53,270	1/1/2006	\$54,770
DIRECTIONAL DRILL MACHINE OPERATOR	6/1/2004	\$46,170	12/1/2004	\$47,340				
DIVER	8/1/2004	\$55,340	8/1/2005	\$57,650	8/1/2006	\$59,960	8/1/2007	\$62,270
DIVER TENDER	8/1/2004	\$44,370	8/1/2005	\$46,020	8/1/2006	\$47,670	8/1/2007	\$49,320
DIVER TENDER (EFFLUENT)	8/1/2004	\$58,090	8/1/2005	\$59,740	8/1/2006	\$61,390	8/1/2007	\$63,040
DIVER/SLURRY (EFFLUENT)	8/1/2004	\$74,540	8/1/2005	\$76,190	8/1/2006	\$77,840	8/1/2007	\$79,490
ELECTRICIAN	9/1/2004	\$54,090	3/1/2005	\$55,580	9/1/2005	\$57,060	3/1/2006	\$58,540
ELEVATOR CONSTRUCTOR	1/1/2004	\$49,820	1/1/2005	\$52,790	1/1/2006	\$55,760	1/1/2007	\$58,730
ELEVATOR CONSTRUCTOR HELPER	1/1/2004	\$37,880	1/1/2005	\$40,250	1/1/2006	\$42,620	1/1/2007	\$44,990
FENCE & GUARD RAIL ERECTOR	6/1/2004	\$32,600	12/1/2004	\$33,700	6/1/2005	\$34,850	12/1/2005	\$35,950
	6/1/2006	\$37,100	12/1/2006	\$38,200	6/1/2007	\$39,350	12/1/2007	\$40,450
	5/31/2008	\$40,950						
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)	5/1/2004	\$43,860	11/1/2004	\$44,990	5/1/2005	\$46,130		
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)	5/1/2004	\$33,330	11/1/2004	\$34,110	5/1/2005	\$34,880		
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)	5/1/2004	\$45,050	11/1/2004	\$46,220	5/1/2005	\$47,400		
FIRE ALARM INSTALLER	9/1/2004	\$54,090	3/1/2005	\$55,580	9/1/2005	\$57,060	3/1/2006	\$58,540
FIRE ALARM REPAIR/ MAINTENANCE	6/1/2003	\$39,060						
FIREMAN (ASST. ENGINEER)	6/1/2004	\$42,240	12/1/2004	\$43,280				
FLAGGER & SIGNALER	6/1/2004	\$26,400	12/1/2004	\$27,500	6/1/2005	\$28,650	12/1/2005	\$29,750
	6/1/2006	\$30,900	12/1/2006	\$32,000	6/1/2007	\$33,150	12/1/2007	\$34,250
	5/31/2008	\$34,750						
FLOORCOVERER	10/1/2004	\$47,960	4/1/2005	\$49,210				
FORK LIFT/CHERRY PICKER	6/1/2004	\$46,410	12/1/2004	\$47,590				

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THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR
DIVISION OF OCCUPATIONAL SAFETY

Electronic Reprint
October 21, 2004

Prevailing Wage Rates

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

MITT ROMNEY
Governor
KERRY HEALEY
Lt. Governor

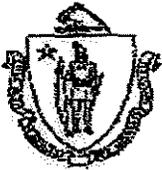
ANGELO R. BUONOPANE
Director
ROBERT J. FREZIOSO
Commissioner

Awarding Authority: TOWN OF ACTON
Contract Number: City/Town: ACTON
Description Of Work: LANDFILL CLOSURE / CAPPING WORK
Job Location: ROUTE 2

Classification	Effective Dates and Total Rates					
GENERATOR/LIGHTING PLANT/HEATERS	6/1/2004	\$38.730	12/1/2004	\$39.660		
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	7/1/2004	\$40.570	1/1/2005	\$41.770	7/1/2005	\$43.020 1/1/2006 \$44.270
HOISTING ENGINEER/CRANES/GRADALLS	6/1/2004	\$46.410	12/1/2004	\$47.590		
HVAC (DUCTWORK)	8/1/2004	\$52.130	2/1/2005	\$53.430		
HVAC (ELECTRICAL CONTROLS)	9/1/2004	\$54.090	3/1/2005	\$55.580	9/1/2005	\$57.060 3/1/2006 \$58.540
HVAC (PIPE)	9/1/2004	\$53.350	3/1/2005	\$54.850	9/1/2005	\$56.350 3/1/2006 \$57.850
HVAC (TESTING AND BALANCING - AIR)	8/1/2004	\$52.130	2/1/2005	\$53.430		
HVAC (TESTING AND BALANCING - WATER)	9/1/2004	\$53.350	3/1/2005	\$54.850	9/1/2005	\$56.350 3/1/2006 \$57.850
HYDRAULIC DRILLS	6/1/2004	\$33.100	12/1/2004	\$34.200	6/1/2005	\$35.350 12/1/2005 \$36.450
	6/1/2006	\$37.600	12/1/2006	\$38.700	6/1/2007	\$39.850 12/1/2007 \$40.950
	5/31/2008	\$41.450				
INSULATOR (PIPES & TANKS)	9/1/2004	\$48.130	9/1/2005	\$50.630		
IRONWORKER/WELDER	9/16/2004	\$42.470				
JACKHAMMER & PAVING BREAKER OPERATOR	6/1/2004	\$32.600	12/1/2004	\$33.700	6/1/2005	\$34.850 12/1/2005 \$35.950
	6/1/2006	\$37.100	12/1/2006	\$38.200	6/1/2007	\$39.350 12/1/2007 \$40.450
	5/31/2008	\$40.950				
LABORER	6/1/2004	\$32.350	12/1/2004	\$33.450	6/1/2005	\$34.600 12/1/2005 \$35.700
	6/1/2006	\$36.850	12/1/2006	\$37.950	6/1/2007	\$39.100 12/1/2007 \$40.200
	5/31/2008	\$40.700				
LABORER: CARPENTER TENDER	6/1/2004	\$32.350	12/1/2004	\$33.450	6/1/2005	\$34.600 12/1/2005 \$35.700
	6/1/2006	\$36.850	12/1/2006	\$37.950	6/1/2007	\$39.100 12/1/2007 \$40.200
	5/31/2008	\$40.700				
LABORER: CEMENT FINISHER TENDER	6/1/2004	\$32.350	12/1/2004	\$33.450	6/1/2005	\$34.600 12/1/2005 \$35.700
	6/1/2006	\$36.850	12/1/2006	\$37.950	6/1/2007	\$39.100 12/1/2007 \$40.200
	5/31/2008	\$40.700				
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/1/2003	\$36.150				
LABORER: MASON TENDER	6/1/2004	\$32.600	12/1/2004	\$33.700	6/1/2005	\$34.850 12/1/2005 \$35.950
	6/1/2006	\$37.100	12/1/2006	\$38.200	6/1/2007	\$39.350 12/1/2007 \$40.450
	5/31/2008	\$40.950				
LABORER: MULTI-TRADE TENDER	6/1/2004	\$32.350	12/1/2004	\$33.450	6/1/2005	\$34.600 12/1/2005 \$35.700
	6/1/2006	\$36.850	12/1/2006	\$37.950	6/1/2007	\$39.100 12/1/2007 \$40.200
	5/31/2008	\$40.700				
LABORER: TREE REMOVER	6/1/2004	\$32.350	12/1/2004	\$33.450	6/1/2005	\$34.600 12/1/2005 \$35.700
	6/1/2006	\$36.850	12/1/2006	\$37.950	6/1/2007	\$39.100 12/1/2007 \$40.200
	5/31/2008	\$40.700				
LASER BEAM OPERATOR	6/1/2004	\$32.600	12/1/2004	\$33.700	6/1/2005	\$34.850 12/1/2005 \$35.950
	6/1/2006	\$37.100	12/1/2006	\$38.200	6/1/2007	\$39.350 12/1/2007 \$40.450
	5/31/2008	\$40.950				

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MITT ROMNEY
Governor
KERRY HEALEY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR
DIVISION OF OCCUPATIONAL SAFETY
Prevailing Wage Rates

Electronic Reprint
October 21, 2004

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

ANGELO R. BUONOPANE
Director
ROBERT J. PREZIOSO
Commissioner

Awarding Authority: TOWN OF ACTON
Contract Number: City/Town: ACTON
Description Of Work: LANDFILL CLOSURE / CAPPING WORK
Job Location: ROUTE 2

Classification	Effective Dates and Total Rates							
MARBLE & TILE FINISHERS	6/1/2004	\$42.740	11/1/2004	\$44.260	5/1/2005	\$45.350	10/1/2005	\$46.910
	4/1/2006	\$48.130	9/1/2006	\$49.780	3/1/2007	\$51.100		
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	6/1/2004	\$50.290	11/1/2004	\$52.190	5/1/2005	\$53.550	10/1/2005	\$55.500
	4/1/2006	\$57.020	9/1/2006	\$59.080	3/1/2007	\$60.730		
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	7/1/2004	\$24.570	7/1/2005	\$25.070	7/1/2006	\$25.570		
MECH. SWEEPER OPERATOR (ON CONST. SITES)	6/1/2004	\$46.170	12/1/2004	\$47.340				
MECHANICS MAINTENANCE	6/1/2004	\$46.170	12/1/2004	\$47.340				
MILLWRIGHT	10/1/2004	\$44.700	4/1/2005	\$45.700	10/1/2005	\$46.550	4/1/2006	\$47.550
MORTAR MIXER	6/1/2004	\$32.600	12/1/2004	\$33.700	6/1/2005	\$34.850	12/1/2005	\$35.950
	6/1/2006	\$37.100	12/1/2006	\$38.200	6/1/2007	\$39.350	12/1/2007	\$40.450
	5/31/2008	\$40.950						
OILER (OTHER THAN TRUCKS, CRANES, GRADALLS)	6/1/2004	\$34.300	12/1/2004	\$35.080				
OILER (TRUCKS, CRANES, GRADALLS)	6/1/2004	\$36.450	12/1/2004	\$37.300				
OTHER POWER DRIVEN EQUIPMENT - CLASS II	6/1/2004	\$46.170	12/1/2004	\$47.340				
PAINTER (BRIDGES/TANKS)	7/1/2004	\$50.320	1/1/2005	\$51.770	7/1/2005	\$53.270	1/1/2006	\$54.770
PAINTER (SPRAY OR SANDBLAST, NEW) *	7/1/2004	\$41.570	1/1/2005	\$42.770	7/1/2005	\$44.020	1/1/2006	\$45.270
PAINTER (SPRAY OR SANDBLAST, REPAINT)	7/1/2004	\$39.630	1/1/2005	\$40.820	7/1/2005	\$42.070	1/1/2006	\$43.320
PAINTER (TRAFFIC MARKINGS)	6/1/2004	\$32.350	12/1/2004	\$33.450	6/1/2005	\$34.600	12/1/2005	\$35.700
	6/1/2006	\$36.850	12/1/2006	\$37.950	6/1/2007	\$39.100	12/1/2007	\$40.200
	5/31/2008	\$40.700						
PAINTER / TAPER (BRUSH, NEW) *	7/1/2004	\$40.570	1/1/2005	\$41.770	7/1/2005	\$43.020	1/1/2006	\$44.270
PAINTER / TAPER (BRUSH, REPAINT)	7/1/2004	\$38.630	1/1/2005	\$39.830	7/1/2005	\$41.080	1/1/2006	\$42.330
PANEL & PICKUP TRUCKS DRIVER	6/1/2004	\$34.860	12/1/2004	\$35.560	6/1/2005	\$36.060	8/1/2005	\$36.460
	12/1/2005	\$37.160	6/1/2006	\$37.660	8/1/2006	\$38.060	12/1/2006	\$38.760
	6/1/2007	\$39.260	8/1/2007	\$39.760	12/1/2007	\$40.460	6/1/2008	\$40.960
	8/1/2008	\$41.460	12/1/2008	\$42.160				
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	8/1/2004	\$44.370	8/1/2005	\$46.020	8/1/2006	\$47.670	8/1/2007	\$49.320
PILE DRIVER	8/1/2004	\$44.370	8/1/2005	\$46.020	8/1/2006	\$47.670	8/1/2007	\$49.320
PIPEFITTER & STEAMFITTER	9/1/2004	\$53.350	3/1/2005	\$54.850	9/1/2005	\$56.350	3/1/2006	\$57.850
PIPELAYER	6/1/2004	\$32.600	12/1/2004	\$33.700	6/1/2005	\$34.850	12/1/2005	\$35.950
	6/1/2006	\$37.100	12/1/2006	\$38.200	6/1/2007	\$39.350	12/1/2007	\$40.450
	5/31/2008	\$40.950						
PLUMBERS & GASFITTERS	9/1/2004	\$54.000	3/1/2005	\$55.500	9/1/2005	\$57.000	3/1/2006	\$58.500
PNEUMATIC CONTROLS (TEMP.)	9/1/2004	\$53.350	3/1/2005	\$54.850	9/1/2005	\$56.350	3/1/2006	\$57.850
PNEUMATIC DRILL/TOOL OPERATOR	6/1/2004	\$32.600	12/1/2004	\$33.700	6/1/2005	\$34.850	12/1/2005	\$35.950
	6/1/2006	\$37.100	12/1/2006	\$38.200	6/1/2007	\$39.350	12/1/2007	\$40.450
	5/31/2008	\$40.950						

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THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR
DIVISION OF OCCUPATIONAL SAFETY

Electronic Reprint
October 21, 2004

Prevailing Wage Rates

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

MITT ROMNEY
Governor
KERRY HEALEY
Lt. Governor

ANGELO R. BUONOPANE
Director
ROBERT J. PREZIOSO
Commissioner

Awarding Authority: TOWN OF ACTON

Contract Number:

City/Town: ACTON

Description Of Work: LANDFILL CLOSURE / CAPPING WORK

Job Location: ROUTE 2

Classification	Effective Dates and Total Rates							
POWDERMEN & BLASTER	6/1/2004	\$33.350	12/1/2004	\$34.450	6/1/2005	\$35.600	12/1/2005	\$36.700
	6/1/2006	\$37.850	12/1/2006	\$38.950	6/1/2007	\$40.100	12/1/2007	\$41.200
	5/31/2008	\$41.700						
POWER SHOVEL/DERRICK/TRENCHING MACHINE	6/1/2004	\$46.410	12/1/2004	\$47.590				
PUMP OPERATOR (CONCRETE)	6/1/2004	\$46.410	12/1/2004	\$47.590				
PUMP OPERATOR (DEWATERING, OTHER)	6/1/2004	\$38.730	12/1/2004	\$39.660				
RECLAIMERS	6/1/2004	\$46.170	12/1/2004	\$47.340				
RESIDENTIAL WOOD FRAME CARPENTER **	10/1/2004	\$30.170	4/1/2005	\$30.920				
RIDE-ON MOTORIZED BUGGY OPERATOR	6/1/2004	\$32.600	12/1/2004	\$33.700	6/1/2005	\$34.850	12/1/2005	\$35.950
	6/1/2006	\$37.100	12/1/2006	\$38.200	6/1/2007	\$39.350	12/1/2007	\$40.450
	5/31/2008	\$40.950						
ROLLER/SPREADER/MULCHING MACHINE	6/1/2004	\$46.170	12/1/2004	\$47.340				
ROOFER (Inc. Roofer Waterproofing & Roofer Damproofing)	8/1/2004	\$42.110	2/1/2005	\$43.360	8/1/2005	\$44.860	2/1/2006	\$46.360
SHEETMETAL WORKER	8/1/2004	\$52.130	2/1/2005	\$53.430				
SIGN ERECTOR	6/1/2004	\$27.500	6/1/2005	\$29.070				
SLATE / TILE / PRECAST CONCRETE ROOFER	8/1/2004	\$42.360	2/1/2005	\$43.610	8/1/2005	\$45.110	2/1/2006	\$46.610
SPECIALIZED EARTHMOVING EQUIP < 35 TONS	6/1/2004	\$35.320	12/1/2004	\$36.020	6/1/2005	\$36.520	8/1/2005	\$36.920
	12/1/2005	\$37.620	6/1/2006	\$38.120	8/1/2006	\$38.520	12/1/2006	\$39.220
	6/1/2007	\$39.720	8/1/2007	\$40.750	12/1/2007	\$40.920	6/1/2008	\$41.420
	8/1/2008	\$41.920	12/1/2008	\$42.620				
SPECIALIZED EARTHMOVING EQUIP > 35 TONS	6/1/2004	\$35.610	12/1/2004	\$36.310	6/1/2005	\$36.810	8/1/2005	\$37.210
	12/1/2005	\$37.910	6/1/2006	\$38.410	8/1/2006	\$38.810	12/1/2006	\$39.510
	6/1/2007	\$40.010	8/1/2007	\$40.510	12/1/2007	\$41.210	6/1/2008	\$41.710
	8/1/2008	\$42.210	12/1/2008	\$42.910				
SPRINKLER FITTER	9/16/2004	\$54.750	1/1/2005	\$54.750	3/16/2005	\$55.750	9/16/2005	\$57.750
	3/16/2006	\$58.750						
STEAM BOILER OPERATOR	6/1/2004	\$46.170	12/1/2004	\$47.340				
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	6/1/2004	\$46.170	12/1/2004	\$47.340				
TELECOMMUNICATION TECHNICIAN	6/1/2003	\$39.060						
TERRAZZO FINISHERS	6/1/2004	\$49.190	11/1/2004	\$51.090	5/1/2005	\$52.450	10/1/2005	\$54.400
	4/1/2006	\$55.920	9/1/2006	\$57.980	3/1/2007	\$59.630		
	6/1/2004	\$37.100	12/1/2004	\$38.200	6/1/2005	\$39.350	12/1/2005	\$40.450
TEST BORING DRILLER	6/1/2006	\$41.600	12/1/2006	\$42.700	6/1/2007	\$43.850	12/1/2007	\$44.950
	5/31/2008	\$45.450						
	6/1/2004	\$35.820	12/1/2004	\$36.920	6/1/2005	\$38.070	12/1/2005	\$39.170
TEST BORING DRILLER HELPER	6/1/2006	\$40.320	12/1/2006	\$41.420	6/1/2007	\$42.570	12/1/2007	\$43.670
	5/31/2008	\$44.170						

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DIVISION OF OCCUPATIONAL SAFETY
Prevailing Wage Rates

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

ANGELO R. BUONOPANE
Director
ROBERT J. PREZIOSO
Commissioner

Awarding Authority: TOWN OF ACTON

Contract Number: City/Town: ACTON

Description Of Work: LANDFILL CLOSURE / CAPPING WORK

Job Location: ROUTE 2

Classification	Effective Dates and Total Rates							
TEST BORING LABORER	6/1/2004	\$35.700	12/1/2004	\$36.800	6/1/2005	\$37.950	12/1/2005	\$39.050
	6/1/2006	\$40.200	12/1/2006	\$41.300	6/1/2007	\$42.450	12/1/2007	\$43.550
	5/31/2008	\$44.050						
TRACTORS/PORTABLE STEAM GENERATORS TRAILERS FOR EARTHMOVING EQUIPMENT	6/1/2004	\$46.170	12/1/2004	\$47.340				
	6/1/2004	\$35.900	12/1/2004	\$36.600	6/1/2005	\$37.100	8/1/2005	\$37.500
	12/1/2005	\$38.200	6/1/2006	\$38.700	8/1/2006	\$39.100	12/1/2006	\$39.800
	6/1/2007	\$40.300	8/1/2007	\$40.800	12/1/2007	\$41.500	6/1/2008	\$42.000
TUNNEL WORK (COMP. AIR HAZ. WASTE)	8/1/2008	\$42.500	12/1/2008	\$43.200				
	6/1/2004	\$48.430	12/1/2004	\$49.680	6/1/2005	\$51.080	12/1/2005	\$52.330
	6/1/2006	\$53.730	12/1/2006	\$54.980	6/1/2007	\$56.380	12/1/2007	\$58.130
TUNNEL WORK (COMPRESSED AIR)	6/1/2004	\$46.430	12/1/2004	\$47.680	6/1/2005	\$49.080	12/1/2005	\$50.330
	6/1/2006	\$51.730	12/1/2006	\$52.980	6/1/2007	\$54.380	12/1/2007	\$56.130
	6/1/2004	\$40.500	12/1/2004	\$41.750	6/1/2005	\$43.150	12/1/2005	\$44.400
TUNNEL WORK (FREE AIR HAZ. WASTE)	6/1/2006	\$45.800	12/1/2006	\$47.050	6/1/2007	\$48.450	12/1/2007	\$50.200
	6/1/2004	\$38.500	12/1/2004	\$39.750	6/1/2005	\$41.150	12/1/2005	\$42.400
	6/1/2006	\$43.800	12/1/2006	\$45.050	6/1/2007	\$46.450	12/1/2007	\$48.200
TUNNEL WORK (FREE AIR)	6/1/2004	\$35.320	12/1/2004	\$36.020	6/1/2005	\$36.520	8/1/2005	\$36.920
	12/1/2005	\$37.620	6/1/2006	\$38.120	8/1/2006	\$38.520	12/1/2006	\$39.220
	6/1/2007	\$39.720	8/1/2007	\$40.220	12/1/2007	\$40.920	6/1/2008	\$41.420
	8/1/2008	\$41.920	12/1/2008	\$42.620				
WAGON DRILL OPERATOR	6/1/2004	\$32.600	12/1/2004	\$33.700	6/1/2005	\$34.850	12/1/2005	\$35.950
	6/1/2006	\$37.100	12/1/2006	\$38.200	6/1/2007	\$39.350	12/1/2007	\$40.450
	5/31/2008	\$40.950						
WASTE WATER PUMP OPERATOR	6/1/2004	\$46.410	12/1/2004	\$47.590				
WATER METER INSTALLER	9/1/2004	\$54.000	3/1/2005	\$55.500	9/1/2005	\$57.000	3/1/2006	\$58.500

* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.

** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: (617) 727-3465.

COMMONWEALTH OF MASSACHUSETTS

COPY

Division of Occupational Safety

Minimum wage rates for apprentices employed on public works projects are listed below as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 through 27D, as amended

All apprentices must be registered with the Division of Apprentice Training in accordance with M.G.L. Chapter 23, Sections 11E-11L

Location: ACTON

All steps are 6 months (1000 Hours) unless otherwise specified**

Classification	Ratio*	1	2	3	4	5	6	7	8	9	10
ASBESTOS INSULATOR (Pipes)	1:4	50	60	70	80						
			Steps are 1 year								
BOILERMAKER	1:5	65	65	70	75	80	85	90	95		
BRICK/PLASTER/CEMENT MA	1:5	50	60	70	80	90	95				
CARPENTER	1:5	50	60	70	75	80	80	90	90		
CARPENTER (Residential Wood	1:5	60	60	65	70	75	80	85	90		
ELECTRICIAN	2:3***	30	35	40	45	50	55	65	70	75	80
			App. Start 2003+:40/40/45/45/50/55/60/65/70/75								
ELEVATOR CONSTRUCTOR	1:1	50	55	65	70	80					
			Steps 1-2 are 6 mo.; Steps 3-5 are 1 year								
FLOORCOVERER	1:1	50	55	60	65	70	75	80	85		
			Steps are 950 hrs.								
GLAZIER	1:1	50	55	60	65	70	75	80	90		
			Steps are 750 hrs.								
HOIST/PORT. ENG.	1:5	55	60	65	70	75	80	85	90		
IRONWORKER		60	70	75	80	85	90				
		Structural 1:6; Ornamental 1:4									
LABORER	1:5	60	70	80	90						
MARBLE-TILE-TERRAZZO FINI	1:3	50	60	70	80	90					
			Steps are 800 hrs.								
MARBLE-TILE-TERRAZZO ME	1:3	60	60	70	80	90					
MILLWRIGHT	1:5	50	55	60	65	70	75	80	85		
PAINTER	1:1	50	55	60	65	70	75	80	90		
			Steps are 750 hrs.								
PILE DRIVER	1:3	60	65	70	75	80	85	90	95		

* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

** Multiple ratios are listed in comment field.

*** The job site ratio of 2 apprentices for every 3 journeymen is allowed as follows: 1 journeyman may supervise not more than 1 apprentice; 2 to 3 journeymen may supervise not more than 2 apprentices; 4 to 6 journeymen may supervise not more than 4 apprentices; 7 to 9 journeymen may supervise not more than 6 apprentices; 10 to 12 journeymen may supervise not more than 8 apprentices; 13 to 15 journeymen may supervise not more than 10 apprentices; etc. Not more than 50% of the apprentices on a job site may have standing as a 1st year apprentice. All other apprentices must have 2nd, 3rd, 4th, or 5th year standing.

COMMONWEALTH OF MASSACHUSETTS

COPY

Division of Occupational Safety

Minimum wage rates for apprentices employed on public works projects are listed below as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 through 27D, as amended

All apprentices must be registered with the Division of Apprentice Training in accordance with M.G.L. Chapter 23, Sections 11E-11L

Location: ACTON		All steps are 6 months (1000 Hours) unless otherwise specified**									
PIPEFITTER		40	45	60	70	80					
	** 1:3; 3:15; 1:10 thereafter	Steps are 1 year									
PLUMBER		35	40	55	65	75					
	** 1:2; 2:6; 3:10; 4:14; 5:19	Step 4 w/ license - 70; Step 5 w/ license - 80									
ROOFER		50	60	65	75	85					
	1:5, 2:6 -10 thereafter	Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.									
SHEET METAL WORKER	1:4	40	45	50	60	65	75	85			
		Steps 1-3 are 1 year; Steps 4-7 are 6 mos.									
SIGN ERECTOR	1:1	50	55	60	65	70	75	80	85	90	
		Steps are 4 mos.									
SPRINKLER FITTER	1:1	40	45	50	55	60	65	70	75	80	85
TELECOMMUNICATION TECH	1:1	40	45	50	55	60	65	75	80		

* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

** Multiple ratios are listed in comment field.

*** The job site ratio of 2 apprentices for every 3 journeymen is allowed as follows: 1 journeyman may supervise not more than 1 apprentice; 2 to 3 journeymen may supervise not more than 2 apprentices; 4 to 6 journeymen may supervise not more than 4 apprentices; 7 to 9 journeymen may supervise not more than 6 apprentices; 10 to 12 journeymen may supervise not more than 8 apprentices; 13 to 15 journeymen may supervise not more than 10 apprentices; etc. Not more than 50% of the apprentices on a job site may have standing as a 1st year apprentice. All other apprentices must have 2nd, 3rd, 4th, or 5th year standing.

CENTRAL REGISTER - GENERAL CONTRACT

CR-2 Public Contracts that are construction related and estimated to exceed \$10,000.

Published two weeks prior to general bid opening.

AWARDING AUTHORITY AND PROJECT INFORMATION

AGENCY:

Town of Acton, Massachusetts

PROJECT NUMBER:

Estimated Cost: \$2,500,000

Contractor Qualification:

The successful bidder, or their key personnel, should have a minimum of 5-years experience in Transfer Station operation including projects of similar size and complexity.

PROJECT:

Request for Proposal
Transfer Station Lease with Mandatory
Leasehold Improvements

CONTACT INFORMATION:

PLANS/SPECIFICATIONS AVAILABLE:

(place, date and time)

After November 1, 2004

Town of Acton
472 Main Street
Acton, Massachusetts 01720

Contact Person: Mr. Bruce Stamski

Phone: (978) 264-9628

Fax: (978) 264-9630

CONTRACT INFORMATION:

SUB BID DEADLINE:

(date and time)

Not Applicable

GENERAL BID DEADLINE:

(date and time)

January 6, 2004

SUB BID CATEGORIES:

None

ADDITIONAL INFORMATION:

A pre-bid meeting will be held at 10:00 a.m. on December 1, 2004 at the Acton Town Hall.
427 Main Street, Acton Massachusetts - a site walk will immediately follow.