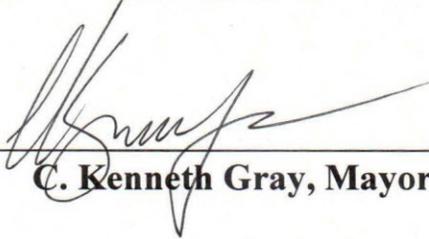




RECEIVED

CITY OF AMESBURY JUN -3 PM 2:43
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C. Kenneth Gray, Mayor

BILL No. 2019-52

An Order to appropriate \$36,000 from the Quality of Life fund (2763) for improvements to Lake Gardner Beach.

Summary: On May 6, 2019, the Quality of Life Capital Advisory Committee voted unanimously to recommend that \$36,000 be appropriated by the City Council for the purpose of funding improvements to Lake Gardner Beach.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same, as follows:

That \$36,000 is hereby appropriated from the Quality of Life fund (2763) for the purpose of funding improvements to Lake Gardner Beach.

Evan Kenney

Subject: FW: Quality of Life

From: Tim Osgood

Sent: Monday, May 20, 2019 8:17 AM

To: Daniel Grayton; Mayor Gray

Subject: Quality of Life

Dear Mr. Grayton,

On Monday, May 6th, 2019 the Quality of Life Committee met with Bruce McBrien, representing of the Lake Gardner Improvement Association, to discuss improvements at Lake Gardner Beach. The committee unanimously voted to accept this project and award \$36,000 to help fund the beach erosion wall.

Also voted unanimously was designating \$800 dollars to assist the Kiwanis Club in its venture to buy basketball hoops for Collins Street Park.

To date the balance of the Quality of Life fund is \$36,875.00. To that end we will recommend dispersing \$36,800 towards these two projects.

We want to request these measures go before the City Council for a vote at the next possible meeting.

Thank you,
Tim Osgood
Chair, Quality of Life Committee

Notice:
This email is subject to [MGL: Chpt.66, Sec.10 Public Records Law.](#)

Notice:
This email is subject to [MGL: Chpt.66, Sec.10 Public Records Law.](#)

City of Amesbury
Lake Gardner Beach Repairs

DIVISION 1
GENERAL REQUIREMENTS

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 PURPOSE

The purpose of this bid is to provide all labor, materials, equipment, and to perform all the work for the construction of a subsurface stone interception trench and granite block wall approximately two (2) to three (3) feet tall and 380 feet in length at the Lake Gardner Public Beach, in Amesbury, MA as indicated by the Department of Public Works and as specified in the Contract Documents.

1.02 SCOPE

The Scope of work under this contract shall include but is not limited to the following items and all incidental work as shown on the attached Contract Documents.

- A. The Contractor is responsible for identifying and locating all underground and above ground utilities and service lines prior to any below or above ground site alterations. The Contractor is responsible for notifying concerned utilities, at least 72 hours prior to excavation in the proximity of telephone, gas and electric utilities, by calling Dig Safe at 1-888-344-7233.
- B. The Contractor is responsible for all mobilization and site preparation required for construction. The Contractor is responsible for any incidentals that are required for delivering equipment, labor or materials to the site.
- C. The Contractor is responsible for all earthwork including clearing and grubbing, excavation, grading, and backfilling as indicated on the Contract Documents, and specified herein. Earthwork activities shall only occur within the Limit of Work provided in the Contract Documents.
- D. The Contractor is responsible for the off-site disposal of all material generated during clearing and grubbing activities, excavations and other construction activities. All materials shall be disposed of at an approved site.
- E. Any ledge encountered during excavation that will interfere with the placement of specified devices or obtaining finished grades as specified on the Documents will be brought to the attention of the Engineer. Any rock excavation will be performed in accordance with Section 02200 EARTHWORK.
- F. The Contractor shall be responsible for furnishing and installing all labor, equipment, and materials necessary to construct the interceptor trench and granite block wall as specified and as shown on the project plans prepared by Comprehensive Environmental, Inc. (CEI) 225 Cedar Hill Street, Marlborough, MA 01752.
- G. Furnishing and installing granite stones to form a level block wall supporting the new subsurface stone trench.

SECTION 01010

Note: The City of Amesbury owns a stockpile of granite stones located at 21 Pond View Avenue (Route 150 extension) that may be used at no cost to construct the wall. However the contractor would be responsible for transporting, cutting, and placing the stones as required. Further, the City makes no guarantees that there are sufficient quantities of stone available at the stockpile site to fully construct the wall as indicated on the plans. Therefore, the contractor will be required to supplement the stones as necessary to complete the wall.

- H. The Contractor is responsible for furnishing and installing erosion control compost sock; furnishing and installing temporary site barriers and traffic controls; restoring all grass and landscape areas disturbed through the project; and all other tasks and costs incidental thereto unless otherwise specified. Connection and installation of all drainage structures shall be done in accordance with the manufacturer's instructions, and the specifications and documents contained herein.
- I. The Contractor shall provide and maintain erosion control measures as indicated in the documents and as specified herein at all locations prior to and during all construction activities. Contractor shall comply with all the requirements of the Order of Conditions issued by the Amesbury Conservation Commission, a copy of which is part of the bid documents.
- J. The Contractor is responsible for dewatering the project areas during construction activities and shall furnish all necessary equipment including filter socks, pumps, piping, sand bags and sedimentation controls to conduct dewatering activities.
- K. The Contractor is responsible for returning the construction area and surrounding area to its pre-construction condition.
- L. The Contractor shall provide as-built documents of the construction site.
- M. The Contractor is to perform the work of this contract in accordance with applicable State and Federal laws and regulations. In the event the Owner is required to pay any fines, administrative penalties or damages to anyone, including governmental agencies, due to the Contractor's failure to perform in accordance with this contract and/or regulations, the Contractor will indemnify and hold harmless the Owner and reimburse Owner for all such payments plus reasonable legal fees and expenses incurred.
- N. All labor, materials, tools, equipment, and incidentals required to complete the work shall be provided by the Contractor.

1.03 SITE VISIT

- A. Before submitting a Bid, the Contractor shall visit the site, examine existing conditions and become thoroughly acquainted with the effort required to perform the Work.

SECTION 01010

- B. The Contractor shall study the Contract Documents and compare the same with the information gathered during examination of the site, as no extra compensation will be authorized for extra Work caused by unfamiliarity with the site and/or Contract Documents or the conditions peculiar to this Project.

1.03 PROJECT SCHEDULE

Due to the summer use of Lake Gardner Beach, the work of this project may not start until September 17, 2019.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01020

CONTROL OF WORK AND MATERIALS

PART 1 – GENERAL

1.01 SCOPE OF WORK

Work of this Section includes control of work and materials during the Project.

1.02 HAULING, HANDLING AND STORAGE OF MATERIALS

The Contractor shall, at their own expense, handle and haul all materials furnished by them or generated by the removal of existing materials. The Contractor shall provide suitable and adequate storage for equipment and materials furnished by them that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft, breakage, or otherwise. The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.

1.04 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe means for completely covering all open excavations and for accommodating travel when work is not in progress. The length of open trench will be controlled by the particular surrounding conditions but shall always be confined to the limits prescribed by the Engineer.
- B. Where prescribed by the Engineer, excavations shall be completely closed at the end of each workday. Backfilling or use of steel plates of adequate strength to carry traffic shall be used.
- C. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, then special construction procedures shall be taken, such as prohibiting stockpiling excavated material in the roadway.

1.05 REJECTED MATERIALS AND DEFECTIVE WORK

- A. Materials furnished by the Contractor and rejected by the Engineer as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor, and shall not be made use of elsewhere in the work.
- B. Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Engineer.

SECTION 01020

- C. The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or his employees, as determined by the Engineer, occurring previous to the final payment.

1.06 SANITARY REGULATIONS

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers, in such manner, and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit the committance of nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the Engineer. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

1.07 SAFETY AND HEALTH REGULATIONS

This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (Industrial Bulletin No. 12)." Contractors shall be familiar with the requirements of these regulations.

1.08 MAINTENANCE OF DRAINAGE FACILITIES

All existing drainage facilities including, but not limited to; brooks, streams, canals, channels, ditches, culverts, catch basins and drainage piping shall be adequately safeguarded so as not to impede drainage or to cause siltation of downstream areas in any manner whatsoever. If the Contractor damages or impairs through circumstances beyond his control, any of the aforesaid drainage facilities, he shall repair the same within the same day.

1.09 SITE INVESTIGATION

The Contractor acknowledges that he has satisfied himself as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Documents and specifications made a part of this contract. Any failure of the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor on the basis of the information made available by the Owner.

1.10 CUTTING, FITTING AND PATCHING

- A. The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors, as shown upon or reasonably implied by

SECTION 01020

the Documents and the specifications for the completed structure, including all existing work.

- B. The Contractor shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other Contractor, save with the consent of the Engineer.
- C. All holes or openings required to be made in new or existing work, particularly at pipe, conduit, or other penetrations not covered by escutcheons or plates, shall be neatly patched. All such holes shall be made completely watertight as approved by the Engineer.
- D. Workmanship and materials of patching and repair work shall match the adjacent similar work, and shall conform to the applicable sections of the specification. Patches and joints with existing work shall provide, as applicable in each case, visual, structural, and waterproofing continuity.

1.11 WEATHER PROTECTION

In conformance with Section 44C of Chapter 149 of the General Laws of Massachusetts, the General Contractor shall install weather protection and shall furnish adequate heat in the area so protected during the months of November through March.

1.12 ELECTRICAL SERVICES

- A. The Contractor shall make all necessary applications and arrangements and pay for all fees and charges for electrical energy for power and light necessary for the proper completion of this contract during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters.
- B. There shall be sufficient electric lighting so that all work may be done in a workmanlike manner where there is not sufficient daylight.

1.13 ACCEPTANCE OF THE WORK

Until the final acceptance of the Work, it shall be under the care and charge of the Contractor and every precaution shall be taken necessary against injury or damage to the Work by the action of the elements or any other causes. The Contractor shall rebuild, repair, restore and make good, at their own expense, all injuries or damages to any portion of the Work before its completion and acceptance.

1.14 REGULATORY COMPLIANCE

- A. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the Work as drawn and specified. If the contractor performs any Work contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all cost arising therefrom.
- B. The Contractor shall note that this project is subject to conditions specified under the Massachusetts Department of Environmental Protection, Bureau of Resource

SECTION 01020

Protection, Order of Conditions for Wetlands Permit File #098-0674, all regulations covered under the Massachusetts Wetland Protection Act and all regulations covered under the Army Corps of Engineers Programmatic General Permit.

- C. The Contractor shall secure and pay for all other necessary permits for this Work.

1.15 PERMANENT FEATURES PROTECTION

- A. The Contractor shall maintain and protect existing pipes, poles, wires, fences, curbing, property-line markers, and other structures which, in the opinion of the Engineer, must be preserved in place without being temporarily or permanently relocated. In case of damage, the Contractor shall notify the Engineer so that the proper steps may be taken to repair any and all damage done. When the Engineer does not wish to make the repairs itself, all damage shall be repaired by the Contractor; or, if not promptly done by him, the Engineer may have the repairs made at the expense of the Contractor.
- B. During execution of any and all items of the Work, extreme care shall be exercised by the Contractor to preclude any interferences/disturbances of existing structures, roadways, above-grade and below-grade utilities, or other features not associated with the Work. These interferences/disturbances shall include but not be limited to damage, movement, or collapse of the structures, roadways, and utilities. The Contractor shall assume the liability for any and all said damage, movement, settlement or collapse and promptly repair same at no cost to the Owner.

1.16 WORK SCHEDULE

- A. Work may be performed at the site on Mondays through Fridays between 7:00 am and 5:00 pm unless otherwise directed by the Owner/Engineer. Construction equipment shall be operated in accordance with local ordinances.
- B. Work may be permitted on weekends and legal holidays if the Contractor obtains written approval from the Engineer. The request shall be made 72 hours in advance of the work.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 PAYMENT

- A. All Work shall be completed in compliance with the Contract Documents and shall be in accordance with the prices bid.
- B. Unless otherwise noted, all excavation, removal of excavated material, and furnishing and placement of fill materials shall be included under any item requiring excavation. Unless otherwise noted, each item shall be furnished and installed in accordance with the technical section whether a specific application payment item exists or not.
- C. As to all measurement and payment items described herein, the Contractor is responsible for verifying the types and quality of equipment, fixtures, steel, hardware, pipe, excavate, and any other items required to complete the work under this contract.

1.02 LUMP SUM ITEMS

- A. Lump sum payment shall be full compensation for: providing all submissions required prior to the start of work; insurance, permits, licenses, and approvals required for the performance of the work; contract close out procedures including the submission of required documentation, including any transport/disposal fees and taxes; and all other tasks and costs incidental to the project unless otherwise specified.
- B. Payment shall also fully compensate the Contractor for any other work that is not specified or shown, but that is necessary to complete the Work.
- C. Payment for Work performed shall be in accordance with the breakdown of the lump sum price shown in the Bid Schedule.
- D. Should any equipment or material be eliminated under a lump sum item then a Change Order shall be issued.

1.03 UNIT PRICE ITEMS

- A. Payments for Work performed shall be in accordance with the unit prices bid on the Bid Form and shall be full compensation for all labor, materials, equipment, taxes and fees, testing, onsite handling and transport of materials covered under the unit price bid item.
- B. Both the unit price categories and quantities contained in the Bid Form represent estimates. The Owner maintains the option of including: none, a portion, all or exceeding the estimated quantities listed under this contract. Should the Owner elect not to include any of the unit price categories and/or quantities as a part of

SECTION 01025

this contract, the Contractor is not entitled to any compensations for loss of revenue or profit. Work shall be performed in accordance with the specifications.

- C. Should any unit price items contained in the proposal form be found unnecessary for the proper completion of work contracted, the Owner may eliminate such unit price items from the Contract, and such action shall in no way invalidate the Agreement, and no allowance will be made for items so eliminated in making final payment to the Contractor.

1.04 DESCRIPTION

- A. The following subsections describe the measurement of one payment for the work to be done under the items listed in the Bid Proposal.
- B. Each price stated in the Bid Proposal constitutes full compensation as herein specified for each item of work completed in accordance with the specifications.
- C. The Contractor shall be responsible for any damage incurred due to this work on abutting or adjacent properties, private or public.

PART 2 - MATERIALS

Not Used

PART 3 – BID ITEMS

Not Used

END OF SECTION

SECTION 01110

ENVIRONMENTAL PROTECTION PROCEDURES

PART 1 – GENERAL

1.01 SCOPE OF WORK:

- A. The work covered by this Section consists of furnishing all labor, materials, and equipment and performing all work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and/or recreational purposes.
- B. The control of environmental pollution requires consideration of air, water, and land, and involves management of noise and solid waste, as well as other pollutants.
- C. Schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures such as diversion channels, sedimentation or filtration systems, berms, staked hay bales, seeding, mulching, or other special surface treatments as are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All control measures shall be in place in an area prior to any construction activity in that area. Specific requirements for erosion and sedimentation controls are specified in Section 01568.
- D. These Specifications are intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and its surroundings. These are general guidelines. It is the Contractor's responsibility to determine the specific construction techniques to meet these guidelines.
- E. All phases of sedimentation and erosion control shall comply with and be subject to the approval of the Massachusetts Department of Environmental Protection and local Conservation Commission.
- F. Schedule and conduct all work in a manner that will minimize the level of noise escaping the site, especially at night and on weekends.

1.02 APPLICABLE REGULATIONS:

- A. Comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement.

1.03 NOTIFICATIONS:

- A. The Engineer will notify the Contractor in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the Contractor in writing, through the Engineer, of any non-compliance with State or local requirements. The Contractor shall, after receipt of such notice from the Engineer or from the regulatory agency through the Engineer, immediately take corrective action. Such notice, when delivered to the Contractor or its authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No

SECTION 01110

part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

1.04 IMPLEMENTATION:

- A. Prior to commencement of the work, meet with the Engineer to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.
- B. Remove temporary environmental control features, when approved by the Engineer, and incorporate permanent control features into the project at the earliest practicable time.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 EROSION CONTROL:

- A. Provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Control measures such as siltation basins, hay check dams, mulching, jute netting, and other equivalent techniques shall be used as appropriate. Offsite surface water shall be diverted around the site to a downstream channel ahead of siltation barriers. Flow of surface water into excavated areas shall be prevented. Ditches around construction areas shall also be used to carry away water resulting from dewatering of excavated areas. At the completion of work, ditches shall be backfilled and the ground surface restored to original condition.

3.02 PROTECTION OF STREAMS, WETLANDS, AND SURFACE WATER:

- A. Care shall be taken to prevent or reduce to a minimum any damage to any stream, drainage ditch or storm drain from pollution by debris, sediment, or other material, or from the manipulation of equipment and/or materials in or near such streams. Water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the water in the stream, shall not be directly returned to the stream. Such water will be diverted through a settling basin or filter before being directed into the streams.
- B. The Contractor shall not discharge water from dewatering operations directly into any perennial or intermittent stream, channel, wetlands, surface water, or any storm sewer. Water from dewatering operations shall be treated by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water to allowable levels.
- C. All preventative measures shall be taken to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action drawing or plan approved by the Massachusetts Department of Environmental Protection. Contractor shall submit copies of approved contingency drawings or plans to the Engineer.
- D. Water being flushed from structures or pipelines after disinfection, with a chlorine residual of 0.2 mg/l or greater, shall be treated with a dechlorination solution, in a method approved by the Engineer, prior to discharge.

SECTION 01110

3.03 PROTECTION OF LAND RESOURCES:

- A. Land resources within the project boundaries and outside the limits of permanent work shall be restored to a condition, after completion of construction, that will appear to be natural and not detract from the appearance of the project. Confine all construction activities to areas shown on the Drawings.
- B. Outside of areas requiring earthwork for the construction of the new facilities, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the Engineer. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The Contractor shall in any event be responsible for any damage resulting from such use.
- C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment, dumping or other operations, protect such trees by placing boards, planks, or poles around them. Monuments and markers shall be protected similarly before beginning operations near them.
- D. Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition. The Engineer will decide what method of restoration shall be used and whether damaged trees shall be treated and healed or removed and disposed of.
- E. The locations of the Contractor's storage, and other construction building, required temporarily in the performance of the work, shall be cleared portions of the job site or areas to be cleared and shall require written approval of the Engineer and shall not be within wetlands or floodplains. The preservation of the landscape shall be an imperative consideration in the selection of all sites and in the construction of buildings. Drawings showing storage facilities shall be submitted for approval of the Engineer.
- F. Remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess of waste materials, or any other vestiges of construction as directed by the Engineer. It is anticipated that excavation, filling, and plowing of roadways will be required to restore the area to near natural conditions which will permit the growth of vegetation thereon. The disturbed areas shall be prepared and seeded as described in Section 01568, or as approved by the Engineer.
- G. All debris and excess material will be disposed of outside wetland or floodplain areas in an environmentally sound manner.

3.04 PROTECTION OF AIR QUALITY:

- A. The use of burning at the project site for the disposal of refuse and debris will not be permitted.
- B. The Contractor will be required to maintain all excavations, embankments, stockpiles, access roads, plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded, and which would cause a hazard or nuisance to others.

SECTION 01110

- C. An approved method of stabilization consisting of sprinkling of water or other similar methods will be permitted to control dust. The use of chlorides may be permitted with approval from the Engineer.
- D. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the Engineer.

3.05 NOISE CONTROL:

- A. The Contractor shall make every effort to minimize noises caused by its operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with State and Federal (OSHA) regulations.

END OF SECTION