



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbitts-Nutt, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



PERMIT - CAMBRIDGE

Mural Installation

Permit # 6-202 5-0032

This Permit is issued by the Massachusetts Department of Transportation (MassDOT), a body politic and corporate duly established and existing pursuant to G. L. Chapter 6C, having an address of 10 Park Plaza, Suite 4160, Boston, Massachusetts 02116, to **Charles River Conservancy** (the "Grantee"), having a usual place of business at **43 Thorndike Street, S3-3, Cambridge, MA 02141** subject to the terms and conditions set forth in this Permit and any attachments to this Permit, to allow the Grantee to enter upon the Property (as that term is defined in Section 1 – "Scope of Work" of this Permit) for the sole purpose of performing the Work as that term is defined in Section 1 – "Scope of Work" of this Permit.

TERMS AND CONDITIONS

1. Scope of Work. The MassDOT hereby permits the Grantee, its agents and contractors, to enter upon the properties owned by or under the control of MassDOT located **within the State Highway Layout of the elevated Route I-93 / Route 1 Interchange support pillars located within the Lynch Family Skatepark in Cambridge** (the "Property") as described in the **Application for Permit to Access State Highway** prepared by **Ms. Laura Jasinski of Charles River Conservancy** for the limited purpose of permitting the Grantee access to **temporarily install mural / graffiti art on the six (6) support pillars of the elevated Route I-93 / Route 1 Interchange located within the Lynch Family Skatepark in accordance with the aforementioned application and supporting documents, if applicable** (the "Work"), and in strict accordance with the terms and conditions of this Permit. To the extent of any conflict or inconsistency within, between or among the terms and provisions of this Permit and the above referenced plans and documents, the terms and provisions that require the higher quality of work and the more strict requirements and performance by the Grantee shall govern and control.

1.1. In addition to the conditions and restrictions herein contained, the Grantee is responsible for complying with any relevant Executive Orders or States of Emergencies that may be issued by the Governor's Office while this permit is active. The Governor may declare a State of Emergency in the event or imminent threat of natural or man-made disasters. A State of Emergency can cover a specific municipality, multiple communities, or the entire Commonwealth.

1.1.1. Detailed information on States of Emergencies and Executive Orders can be found on the Mass.gov website. <https://www.mass.gov/service-details/state-of-emergency-information> and <https://www.mass.gov/massachusetts-executive-orders>

1.2. The Grantee is required to complete and submit the Access Work Request Form (uploaded into SHAPS) via email at District6awrequest@dot.state.ma.us no later than 12:00 PM on the Wednesday of the week preceding the work. MassDOT notifications (approvals and denials) will be delivered via email by 12:00 PM on Friday. The duration of work approvals shall be limited to one week at a time. If the work exceeds one week then a new Access Work Request Form is required to be submitted for each additional week.

1.3. PRIOR TO CONDUCTING ANY WORK ON MASSDOT'S PROPERTY, THE GRANTEE/THE ARTIST IN RESIDENCE MUST SUBMIT A MORE DESCRIPTIVE NARRATIVE CONCEPT THE TYPES OF IMAGES THEY'LL USE (E.G., SKATEBOARDS, ABSTRACT FILLERS, TRUCKS, PORTRAITURE ETC.) RATHER THAN THE PAST WORKS AND PHILOSOPHICAL APPROACH TO THE PROJECT THEY'VE ALREADY PROVIDED.

1.4. THE GRANTEE IS SOLELY RESPONSIBLE FOR ENSURING NOTHING ADDED TO MASSDOT PROPERTY BY ANY PARTY CONSISTS OF PROHIBITED CONTENT.

- 1.5. **THE GRANTEE WILL ENSURE ANY PROHIBITED CONTENT ON MASSDOT PROPERTY IS COVERED OR REMOVED WITHIN 2 BUSINESS DAYS OF SUCH PROHIBITED CONTENT BEING IDENTIFIED BY THE GRANTEE OR MASSDOT.**
- 1.6. **The Grantee shall be aware of concurrent construction work by the local municipality, by utility companies, by other contractors hired by the Grantee or by other contractor hired by private parties and/or MassDOT contractor/crew within the project areas which may conflict with the work permitted under this permit. The Grantee shall not begin the Work under this permit until their activities has been coordinated with parties involved and approved through MassDOT Access Work Program.**
- 1.7. **This permit is limited to state highway right-of-way areas under the jurisdiction of MassDOT only. The Grantee shall be required to secure separate permits from respective governing authorities for any work involved in the areas outside of jurisdiction of MassDOT ROW.**
- 1.8. **Roadway lane closures and/or sidewalk closures on local streets owned by the City of Cambridge / DCR shall require approval by the City of Cambridge / DCR. Temporary Traffic Management Plans for Roadway lane closure and/or sidewalk closures and work hours shall be approved and coordinated by the City of Cambridge / DCR.**
- 1.9. **No roadway lane/shoulder closures on State Highways shall be permitted to complete this work.**
- 1.10. **Any work determined by MassDOT to be inconsistent with the terms of this permit and policies of MassDOT including the method of cleaning, application, materials, location or any other aspect of the proposed work without prior approval from the District Highway Director shall result in the immediate revocation of this permit and all rights authorized herein.**
- 1.11. **The Grantee's attention is directed to exercise extreme caution not to impact any equipment (including but not limited to pipes, utility supports, signage, etc.) mounted on the surface of the wall.**
- 1.12. **Aside from art, physical modification to the bridge columns and the drainage structures attached to them is strictly prohibited. Physical modification is caused by cutting, breaking, demolishing, reconstructing, adding to or otherwise changing the shape and/or structural adequacy of a structure.**
- 1.13. **Any damage to bridge structure caused by mural and/or mural painting activities shall be assessed by MassDOT engineers and method of repair shall also be approved by the MassDOT engineers. It shall be the responsibility of the Grantee to repair any damage to bridge structure or any other facility according to MassDOT construction standards and specification at no cost to MassDOT. The Grantee must receive MassDOT approval for the finished restoration.**
- 1.14. **MassDOT, in its sole discretion, may remove the mural at any time and for any reason without prior notification to the Grantee.**
- 1.15. **Following the exhibit period (no later than expiration of this permit), all mural materials must be completely removed and all painted surfaces shall be cleaned and restored to the satisfaction of the MassDOT.**
- 1.16. **The District will assign an inspector for the project whose primary responsibility shall be quality assurance inspections for work on MassDOT infrastructure. Rework required for work performed without an inspector present shall be at no expense to MassDOT.**
- 1.17. **The Work shall be performed as per the aforementioned plans and documents on file at the MassDOT District 6 Permit Office. It shall be the responsibility of the Grantee to ensure any changes or modifications to the above referenced approved plans are reviewed and approved by MassDOT prior to execution of the Work.**
- 1.18. **The Grantee shall comply with local noise regulations, exercising care to subject neighborhood abutters to the least amount of noise and vibration pollution during working and non-work hours.**
- 1.19. **No work will be performed on the day prior to or the day after a holiday or a long weekend which involves a holiday on any highway, roadway or property under the control of MassDOT**

or in areas where the work would adversely impact the normal flow of traffic on the State Highway System without permission of the District Highway Director ("DHD") or an authorized representative.

- 1.20. MassDOT will not be held liable for any damages to local roads caused by the increase in traffic generated because of the Work under this permit.
- 1.21. ADA Compliant pedestrian access and Two-way traffic with minimum 11 ft. lanes shall always be maintained during this permit.
- 1.22. It shall be the responsibility of the Grantee to provide access to the property of residents and business owners in the vicinity of the Work during progress of the proposed Work.
- 1.23. Provisions shall be made for the safety and protection of pedestrian and vehicular traffic during the work. Sufficient uniformed police necessary to control motor vehicle and pedestrian traffic and to man any detours shall be present. The Grantee shall minimize delays to motorists and ensure the safety of pedestrians at no expense to MassDOT.
- 1.24. All work shall be in compliance with the LATEST Edition of the "Massachusetts Highway Department Standard Specifications for Highways and Bridges", and LATEST Supplemental Specifications at the time of construction of work approved under this permit and/or as directed in this Permit.
- 1.25. The furnishing and erecting of all required signs and traffic safety devices shall be the responsibility of the Grantee. All signs and devices shall conform to the LATEST edition of the Manual on Uniform Traffic Control Devices (MUTCD) with the Commonwealth of Massachusetts Amendments.
- 1.26. The Grantee shall take care during his operations not to damage existing signs. The Grantee is responsible to replace damaged signs at his/her expense in accordance with MassDOT sign installation protocols.
- 1.27. Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall always be kept clean and legends shall be distinctive and unmarred.
- 1.28. Care shall be exercised so as not to disturb any existing State Highway Traffic Duct Systems or any underground structures that exist. Any disturbance shall be restored immediately to its original condition. All expenses for restoring conditions shall be borne by the Grantee.
- 1.29. It shall be the responsibility of the Grantee to install or replace all pavement markings which have been disturbed by Work performed under this Permit as directed by MassDOT. The pavement markings shall be restored within ten (10) days after this work is performed or as deemed necessary by the District Highway Director (DHD) or an authorized representative.
- 1.30. All new pavement markings shall be "Thermoplastic" unless otherwise specified in the drawings. All existing pavement markings proposed to be removed shall be removed completely by grinding.
- 1.31. The Grantee shall be responsible for and shall repair any damage caused by its operations to fences, guard rails, curbing, retaining walls, structures, roadways, traffic signal conduits, infrastructure, etc. Damage to guard rails, signal conduits or loop detectors shall be repaired by the end of the workday.
- 1.32. Care shall be used so as not to disturb any highway markers or property bounds. If it becomes necessary to remove and reset any bounds then the Grantee shall hire a Registered Professional Land Surveyor to perform this work. It shall be the responsibility of the land surveyor to submit to this office a statement in writing and a plan containing his stamp and signature showing that said work has been performed.
- 1.33. No trees shall be cut and/or removed under this permit.
- 1.34. NO TREES SHALL BE CUT AND/OR REMOVED UNDER THIS PERMIT.
- 1.35. NO EXCAVATION WITHIN THE STATE HIGHWAY LAYOUT SHALL BE PERMITTED UNDER THIS PERMIT.

- 1.36. No construction materials shall be stored or construction vehicle/equipment shall be parked or remain within the state highway layout during non-work hours. In addition, on-site parking by construction personnel is not permitted. No personal vehicles will be allowed to be parked at or around the construction site.
- 1.37. All disturbed unpaved areas must be regraded, loamed and seeded as per MassDOT standards and specifications upon completion of the Work under this permit.
- 1.38. The highway surface shall be kept clean of debris at all times and shall be thoroughly cleaned at the completion of the scope of Work under this permit.
- 1.39. All utility companies whose services are located within or adjacent to the proposed installation areas shall be notified in writing of the proposed installation at least 48 hours prior to the start of any excavation in said areas. Note: this is independent of the required Dig-safe notification.
- 1.40. Under no circumstances shall the operations create a hazardous environment for the general public.
- 1.41. The Grantee's contractor is responsible to ensure that all contractor personnel, including all subcontractors, working on the project are issued and are wearing all necessary personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hardhat, safety vest and glasses, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state and federal requirements in effect.
- 1.42. Cones and non-reflecting warning devices shall not be left in the operating position on the highway when the daytime operations have ceased. All costs to remove any construction warning devices or their appurtenances from the project if it becomes necessary for MassDOT to do so will be charged to the Grantee.
- 1.43. At the completion of the Work under this permit, all disturbed areas shall be a) restored to a condition equal to that which existed prior to the Work or b) restored as agreed upon by the MassDOT as required at the Grantee's expense.
- 1.44. The Grantee shall complete and return the "Notice of Completion of Work" form (uploaded into SHAPS). The Grantee's liability for the site shall continue until the form is received and the completed Work has been inspected.
- 1.45. This permit is issued with the stipulation that it may be modified or revoked at any time at the discretion of the District Highway Director (DHD) or an authorized representative without rendering said MassDOT or the Commonwealth of Massachusetts liable in any way.
- 1.46. A copy of this permit must always be on the job site for inspection. Failure to have this permit available will result in suspension of the rights granted by this permit until such permit is made available.
- 1.47. This permit does not relieve the Grantee of their obligation to procure all necessary local, State or federal permits or licenses or public outreach/notifications as required completing the scope of Work as depicted in the drawings. No work shall be permitted by the Department unless all permits necessary to complete the scope of Work are secured by the Grantee. Copies of all other permits and/or approvals shall be forwarded to the MassDOT District 6 Permit office five (5) business days prior to commencing any field work. Said permits and/or approvals must be current and in full effect all times during construction.
- 1.48. FAILURE TO MEET THE TERMS AND CONDITIONS PROVIDED AS SET FORTH BY MASSDOT SHALL RESULT IN THE RESULT IN TERMINATION OF THIS ACCESS PERMIT AND DENIAL OF FUTURE PERMIT REQUESTS.
- 1.49. Billing Information: Accrued charges for any work performed by MassDOT personnel associated with the work under this permit including but not limited to engineering, field oversight, traffic set-up support, state police detail etc. shall be the responsibility of the Grantee and shall be billed to the Grantee at the above referenced address.

2. Term of Permit. The term of this Permit shall commence on the “Date of Issue” and shall end on “Permit Expiration” dates listed on “Approved Signature” page (last), unless otherwise revoked or extended by the MassDOT in accordance with this Permit. The MassDOT reserves the right to revoke this Permit at any time prior to the Expiration Date for any reason or for no reason by written notice to the Grantee in accordance with the provisions of Section 6 below or, in the event of an emergency, as provided in Subsection 3(f) below, by verbal notice to the Grantee by the District Highway Director (DHD) or his designee.

3. Conditions to Entry. The Grantee shall provide MassDOT representative(s) specified in Subsection 3(a) below with reasonable prior notice before the Grantee, its agents or contractors, enters onto the Property to perform the Work, and such entry shall be subject to reasonable conditions imposed by MassDOT representatives. The following shall apply to entry on the Property by the Grantee, its agents or contractors:

- (a) the Grantee shall notify the following MassDOT representatives (where doubled checked) of the name of each agent or contractor that will be entering onto the Property, the proposed date and time of such entry and the nature of the Work:

<i>Check off as appropriate (MassDOT use only)</i>	<i>Name of MassDOT Representative</i>	<i>Title of MassDOT Representative</i>	<i>Email Address of MassDOT Representative</i>
XX	Dave Belanger or designee	District 6 Highway Operations Engineer	David.Belanger@dot.state.ma.us

The Grantee is prohibited from performing any work under this Permit until the Grantee (i) has received permission from the appropriate MassDOT representative(s), specified above, to commence the Work and (ii) has followed any further instructions of MassDOT;

- (b) the Grantee or its principal shall comply with all provisions of the Permit which are prerequisites for commencing the Work including, but not limited to, the furnishing of payment and performance bonds to MassDOT and the securing of all requisite environmental permits from each municipality in which the Grantee will be conducting the Work under this Permit;
- (c) all of the activities performed on the Property by the Grantee, its agents and contractors, shall be undertaken in a good, workmanlike and safe manner in compliance with all Applicable Laws. The term "Applicable Laws" shall mean all applicable local, state and federal laws, regulations, rules, orders, decrees, codes or ordinances.
- (d) the Grantee shall notify the appropriate public service corporations and/or municipal departments prior to performing any work in the vicinity of their installations in accordance with the provisions of M.G.L. Chapter 82, Section 40. In particular, the Grantee shall notify the public service corporations and/or municipal departments 72 hours prior to performing any excavation on the Property in the vicinity of these installations, except as otherwise provided by the statute or this Permit. The telephone number for the Dig Safe Center is 1-888-DIG-SAFE;
- (e) the Grantee, its agents and contractors, shall not unreasonably interfere with MassDOT or any tenants of the Property or their respective business operations or use and enjoyment of the Property. The Grantee shall not cause or permit any unlawful conduct, unreasonable annoyance or nuisance to exist or arise in the course of, or as a result of, the Work, nor permit any such activity. In particular, the Grantee shall not interfere with MassDOT’s operation of the toll highway or harbor tunnels or any of its facilities in the performance of the Work, except as specifically provided herein, nor permit any such activity;
- (f) in the event a public health or safety emergency should arise, as determined in the sole discretion of, MassDOT or its agents shall have the right to order the Grantee to interrupt the performance of the Work and to require the Grantee to vacate the Property. In addition, MassDOT or its agents may further undertake whatever action may be necessary, in MassDOT’s sole discretion, to alleviate the emergency including, but not limited to, suspending or revoking this Permit;

- (g) promptly upon completion (or discontinuance) of the Work, the Grantee, at its sole expense, shall remove or cause to be removed from the Property all materials, equipment, machinery and other items brought onto the Property by the Grantee, its agents or contractors, and shall promptly repair and restore the Property to the condition it was in immediately prior to the commencement of the Work;
- (h) the Grantee shall indemnify MassDOT in accordance with Section 5 below and carry the insurance as provided in Section 4 below;
- (i) the Grantee shall not, nor shall it permit third parties to, use, generate, store, release on, under or about the Property, or transport to the Property, any Hazardous Materials. The term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter that is regulated by any local governmental MassDOT, the Commonwealth of Massachusetts or the United States Government including, but not limited to, any/ material or substance that is (i) defined as a "hazardous waste", "hazardous material", "hazardous substance", "toxic waste", "toxic material", or "toxic substance" under any provision of any federal, state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, or (v) radioactive material;
- (j) all costs of any traffic control details, construction phase services and all third parties actual out-of-pocket costs reasonably incurred by or on behalf of MassDOT relating to any or all of the foregoing activities including, but not limited to, the costs of related traffic protection set-ups, and/or inspectors shall be paid in full by the Grantee. The Grantee shall also pay all fees, licenses, permits, taxes or other charges due to any person in the performance of the Work under this Permit including, but not limited to, taxes, fees, or other charges assessed to MassDOT or which any governmental jurisdiction demands that MassDOT pay in relation to the Work under this Permit.

The provisions of this Section 3 shall survive the expiration or revocation of this Permit.

4. Insurance Requirements: The Grantee shall purchase and maintain throughout the term of the Permit adequate insurance coverage, to include but not be limited to the following types and amounts of coverage:

- a) The following minimum insurance coverage is required.
 - i) Workers' Compensation Insurance in compliance with applicable federal and state laws, including U.S. Longshoreman's and Jones Act coverage, and Employers Liability Insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence. The policy must be endorsed to provide that the insurer waives all rights of subrogation against MassDOT.
 - ii) Automobile Liability Insurance covering owned, non-owned and hired vehicles.
 - iii) Commercial General Liability Insurance including contractual liability specifically covering this Permit and personal injury coverage, written on an occurrence form.
 - iv) Umbrella Liability Insurance (an excess liability policy is not acceptable). The combination of the policy limits of the underlying automobile liability and general liability policies and the umbrella liability policy shall provide overall limits of not less than \$6,000,000 (six million dollars) per occurrence.
- a) The policies listed in subsections ii, iii and iv above must be endorsed to name "MassDOT" as additional insured. All policies required must include or be endorsed as appropriate to provide a waiver of subrogation, waiving all of Grantee's rights against MassDOT.
- b) All insurance maintained by the Grantee pursuant to this Permit shall be written by insurance companies licensed to do business in the Commonwealth. If the Grantee determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth, written permission from MassDOT is required. All insurance companies to be used by the Grantee must have a Best's Rating of not less than A- and be reasonably acceptable to MassDOT.

- c) If requested by MassDOT in writing, the Grantee will furnish certified copies of the aforementioned policies to MassDOT's designated representative.
- d) All insurance maintained by the Grantee shall provide that insurance for the benefit of MassDOT shall be primary and MassDOT's own insurance shall be non-contributing.
- e) The Grantee shall provide MassDOT with certificates of insurance evidencing the above referenced insurance policies prior the execution of this Permit. The certificates shall contain an unequivocal provision that MassDOT shall be given thirty (30) days prior written notice of cancellation, material change or non-renewal of the coverage.

5. Indemnity. The Grantee at its sole cost and expense shall defend and shall indemnify and hold harmless MassDOT, its members, officers, employees, agents, successors and assigns (the "Indemnified Parties") from and against all claims, causes of action, suits, losses, damages and expenses (including reasonable attorneys' fees and costs of investigation and litigation) of whatever nature to any person or property based upon or arising out of this Permit, unless caused solely by the gross negligence or willful misconduct of any one or more of the Indemnified Parties, or its agents or contractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to MassDOT which would exist at common law or under other provisions of this Permit, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Permit. Further, the Grantee shall indemnify and hold harmless MassDOT from and against all costs, reasonable counsel and expert fees, expenses, and disbursements incurred in connection with or in defending any such claim or any action or proceeding brought thereon; and in case any action or proceeding is brought against MassDOT by reason of any such claim, the Grantee, upon notice from MassDOT, shall resist or defend such action or proceeding with counsel reasonably acceptable to MassDOT. Without in any way limiting the scope of the foregoing, the Grantee shall defend, indemnify and hold harmless MassDOT, its members, officers, employees, agents, successors and assigns from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and costs of investigation and litigation) relating to environmental contamination arising out or in any way related to the Work. MassDOT shall give the Grantee prompt written notice of any claims threatened or made or suits instituted against it which could result in a claim of indemnification hereunder. Each of the Indemnified Parties indemnified under any indemnity in this Permit shall cooperate in all reasonable respects (at the Grantee's cost and expense) in defense of the third-party claim pursuant to which the Grantee is alleged to have liability. The provisions of this Section 5 shall survive the revocation or expiration of this Permit.

6. Notice. All notices, demands, submissions, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if delivered by hand during regular business hours, by any courier service providing receipts, or sent by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the address first above written, or to such other addresses as may from time to time specified in writing by any party hereto given in accordance with this Section 6. A copy of each notice to MassDOT shall be sent to c/o District Highway Director (DHD), Massachusetts Department of Transportation, 185 Kneeland Street, Boston, MA 02111, with a copy to MassDOT's General Counsel, at the address of MassDOT first above written. Any notice so addressed and so delivered and mailed shall be deemed given when delivery is tendered, whether or not tender of delivery is accepted. A copy of each notice to the Grantee shall be sent c/o **Ms. Laura Jasinski [Telephone: (617) 608-1410 --- Email: crc@thecharles.org]** at the address of the Grantee first above written.

7. Successors and Assigns. The provisions of this Permit shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, the Grantee may not assign its interest in this Permit without MassDOT's prior consent, which consent may be withheld or denied in MassDOT's sole and absolute discretion.

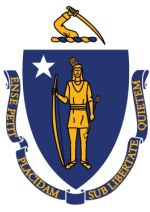
8. Governing Law. The parties agree that the laws of the Commonwealth of Massachusetts shall govern the interpretation and enforcement of this Permit. Any legal proceedings arising out of or under this Permit shall be brought in the Superior Court of Suffolk County in Boston, MA.

9. Counterparts. This Permit may be executed in one or more separate counterparts, each of which when so executed shall be deemed to be an original and together all of such counterparts shall constitute one and the same instrument.

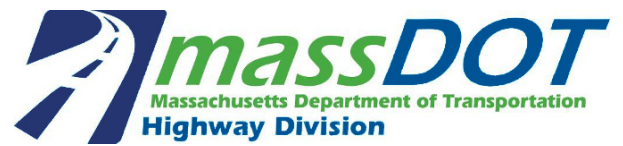
10. Trench/Excavator Work. The Grantee/excavator understands and agrees to comply with the following:

- i. No trench may be excavated unless the requirements of sections 40 through 40D of chapter 82, and any accompanying regulations, have been met and this permit is invalid unless and until said requirements have been complied with by the excavator applying for the permit including, but not limited to, the establishment of a valid excavation number with the underground plant damage prevention system as said system is defined in section 76D of chapter 164 (DIG SAFE);
- ii. Trenches may pose a significant health and safety hazard. Pursuant to Section 1 of Chapter 82 of the General Laws, an excavator shall not leave any open trench unattended without first making every reasonable effort to eliminate any recognized safety hazard that may exist as a result of leaving said open trench unattended. Excavators should consult regulations promulgated by the Department of Public Safety in order to familiarize themselves with the recognized safety hazards associated with excavations and open trenches and the procedures required or recommended by said department in order to make every reasonable effort to eliminate said safety hazards which may include covering, barricading or otherwise protecting open trenches from accidental entry.
- iii. Persons engaging in any trenching operation shall familiarize themselves with the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et.seq., entitled Subpart P "Excavations".
- iv. Excavators engaging in any trenching operation who utilize hoisting or other mechanical equipment subject to chapter 146 shall only employ individuals licensed to operate said equipment by the Department of Public Safety pursuant to said chapter and this permit must be presented to said licensed operator before any excavation is commenced;
- v. By applying for, accepting and signing this permit, the applicant hereby attests to the following: (1) that they have read and understands the regulations promulgated by the Department of Public Safety with regard to construction related excavations and trench safety; (2) that he has read and understands the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CMR 1926.650 et.seq., entitled Subpart P "Excavations" as well as any other excavation requirements established by this municipality; and (3) that he is aware of and has, with regard to the proposed trench excavation on private property or proposed excavation of a city or town public way that forms the basis of the permit application, complied with the requirements of sections 40-40D of chapter 82A.
- vi. The permit shall be posted in plain view on the site of the work.

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Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbitts-Nutt, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



6-2025-0032

Approved Signature

A handwritten signature in cursive script, appearing to read "John McInerney".

John McInerney by J.M.
District Highway Director

Date of Issue: June 4, 2025

Permit Expiration: Thursday, June 4, 2026