

## **Southborough Trails Committee Meeting Minutes**

**Meeting Date:** Thursday, November 06, 2025

**Meeting Time:** 7:30 PM

**Meeting Location:** Virtual Meeting, <https://www.southboroughtown.com/remotemeetings>

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**Meeting Called by:** Kathryn McKee

**Note Taker:** Kathryn McKee

**Attendees:** Kathryn McKee, Tom Marcoulier, William Warren

**Absent:** Satyendra Sharma

**Visitors:** None

- **Call the meeting to order** - Meeting started at 7:30- PM
  - Roll call** - Tom Marcoulier –present, William Warren-present and Kathryn McKee – present.
- **Approve Minutes**
  - Will take up in next meeting
- **Peninsula Trail Phase I, MassTrails grant, project update: signage and grant extension, paving**
  - Reviewed and discussed draft text for interpretative signs (kiosk)
- **Peninsula Trail Phase II, Next Steps Project**
  - Draft Bid discussed; moved the bid due date due to 12/10/25 Thanksgiving holiday.
  - Kat moved to accept the draft bid as amended (change due date 12/10/25). Will Warren seconded.
    - Roll call vote: Tom Marcoulier – Yes; Will Warren – Yes; Kathryn McKee – Yes.
    - Motion Passes 3-0.
- **National Grid Project and Impacts on Trail**
  - Discussed the National Grid open house
  - The work will take place across town, mostly overlapping the trails.
  - Some trails may need to be closed during work, but National Grid will let us know
  - Trails will help keep the community aware when trails need to be closed
  - Their team has been very proactive at reaching out; commend their organized approach.
  - Asked National Grid if they would be open to grade/add gravel to path immediately after the paved area near the pumping station to improve the road condition and allow more user groups to access this area (e.g., it would expand access to trail users with mobility issues). They said they would consider the ask.
- **Trail Mowing and Maintenance Update**
  - Trail Maintenance - Budget – J&J mowing contract Discussion
    - Mowing contract currently under DPW
    - When it transitions to Trails it will be managed by Recreation
    - Discussion about the mowing contract and which trails are included
    - Travis to connect with DPW to confirm, get the contract, and will let us know
- **Committee business related to maintenance, trail abutters, website, policies**
  - Discussed whether the Trails Shed and its contents are covered by Town Insurance and whether an inventory list is needed
- **Schedule next meeting**

- Thursday, November 13, 2025 at 7:30 PM Committee Meeting
  - Wednesday, December 10, 2025 at 11:00 AM Bid Open Date
- **Adjournment**  
Motion to adjourn meeting -moved the motion by Tom Marcoulier; Will Warren – seconded.  
Roll Call –Will Warren, Tom Marcoulier – yes and Kathryn McKee – yes. Motion approved 3-0.  
Meeting adjourned at 9:09 PM

**Documents Shared During the Meeting:**

Draft Bid – Peninsula Trail

Town of Southborough  
Trails Committee



Invitation for Bids

**Peninsula Trail  
Pedestrian Boardwalk and Footbridge**

November 19, 2025

**BIDS DUE:**

**Wednesday, December 3, 2025  
11:00 AM**

\*Late bids will be rejected

**PRE-BID MEETING:**

Monday, November 24, 2025 at 11:00 AM

Mark Purple, Town Administrator  
17 Common Street  
Southborough, MA 01772  
[mpurple@southboroughma.gov](mailto:mpurple@southboroughma.gov)  
508-485-0710

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## **TOWN OF SOUTHBOROUGH - LEGAL NOTICE**

Sealed bids and proposals for the following will be received at the Town Administrator's office, Southborough Town House, 17 Common Street, Southborough, Massachusetts 01772 until the time specified below at which time the bids will be publicly opened and read.

### **Peninsula Trail Pedestrian boardwalk and Bridge**

Proposal requirements will be available beginning November 19, 2025 at 9:00 am, and may be obtained from the Southborough Select Board office by emailing [motsuka@southboroughma.com](mailto:motsuka@southboroughma.com). Proposals must be submitted to the Town of Southborough, Attn: Mark Purple, Town Administrator, 17 Common Street, Southborough, MA 01772. Proposals due 11:00 a.m. on December 3, 2025. The Town reserves the right to waive informalities and to reject any and all proposals if deemed in the best interest of the entities.

Pre-Bid meeting will be held on Monday November 24, 2025 at 11:00 AM at 270 Boston Road, (intersection with Stony Brook Road) Southborough.

The award is is subject to Select Board approval. The Town of Southborough reserves the right to reject any and all proposals or to waive any informality in the IFB/RFP process, if deemed in the Town's best interest.

Mark Purple  
Town Administrator

**TOWN OF SOUTHBOROUGH MASSACHUSETTS**  
**Peninsula Trail Pedestrian Boardwalk and Footbridge**

**INSTRUCTION TO BIDDERS**

1. Bids are due on Wednesday, December 3, 2025 at 11:00 am in the Select Board's Office, Southborough Town House, 17 Common Street, Southborough MA, 01772, at which time and place the bids will be opened publicly.
2. All bids must be properly signed, enclosed in an envelope that is sealed and plainly marked on the outside with the name of bid, and "DO NOT OPEN".
3. All Bids shall include **three (3) original sets** of documents.
4. A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
5. A bid deposit of 5% of the total bid price is required as bid security and the selected bidder will be required to post a Payment Bond in the amount of 50% of the total bid price.
6. The enclosed Certification of Good Faith and Tax Compliance Form must be signed or the bid will be rejected.
7. All bids must meet all the requirements as identified in the specifications. Price submissions must be signed by an authorized official.
8. If any changes are made to this Invitation for Bid, an addendum will be issued. Addenda will be e-mailed to all bidders on record as having picked up the bid documents, and will include a space for signing acknowledgement. If applicable, signed acknowledgement of all addenda must be submitted with the final bid package.
9. Requests for Invitation for Bid documents must be submitted to: Town of Southborough Select Board's Office, 17 Common Street, Southborough, MA 01772; or emailed to [motsuka@southboroughma.com](mailto:motsuka@southboroughma.com). Bid documents may also be picked up in person at Town of Southborough Town Administrator's Office, 17 Common Street, Southborough, MA, during regular business hours. **Questions may be delivered, mailed, e-mailed or faxed no later than November 26 at 5:00pm to Melanie Otsuka at the above contact.**
10. A bidder may correct, modify, or withdraw a bid by written notice received by the Town prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.\_\_\_\_" Each modification must be numbered in sequence, and must reference the original Invitation for Bid. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities may be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.
11. The contract will be awarded to the responsive and responsible bidder offering the lowest price (base bid, excluding alternates) for the services specified in the IFB. The Town of Southborough may cancel this Invitation for Bid, or reject in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town. The Town's standard construction contract is attached for reference.
12. Bid schedule:  
**November 19, 2025** IFB public release available and advertised (newspaper, website, COMMBUYS, Central Register)  
**November 26, 2025** 5:00pm: Deadline for pre-bid questions to be submitted  
**December 3, 2025** 11:00am: Deadline for bid submissions and public bid opening

## SECTION 02480 - PREFABRICATED BRIDGE

### PART 1 – GENERAL

#### 1.01 DESCRIPTION

- A. These specifications are for fully engineered clear span bridges constructed of materials as determined by the manufacturer of the selected bridge product and shall be regarded as minimum standards for design and construction.

#### 1.02 RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:
  - 1. Section 06150 – Boardwalk

#### 1.03 SUBMITTALS

- A. Schematic drawings, diagrams and calculations shall be submitted to the Owner for their review after receipt of order. All relative design information such as member sizes, bridge reactions, and general notes shall be clearly specified on the drawings. All drawings shall be signed and sealed by a Professional Structural Engineer who is licensed in the Commonwealth of Massachusetts.

#### 1.04 QUALITY ASSURANCE

- A. Qualified suppliers must have at least 5 years experience fabricating these type structures.
- B. Fabrication: Bridge shall be fabricated by a fabricator who is currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for the category “Major Steel Bridges” as set forth in the AISC Certification Program. Quality control shall be in accordance with procedures outlined for AISC certification.
- C. Welding:
  - 1. Welding and weld procedure qualification tests shall conform to the latest provisions of ANSI/AWS D1.1 “Structural Welding Code”.

2. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification (i.e. AWS A 5.28 for the GMAW Process).
3. Welders shall be properly accredited operators, each of whom shall submit certification of satisfactorily passing AWS standard qualification tests for all positions with unlimited thickness of base metal, have a minimum of 6 months experience in welding tubular structures and have demonstrated the ability to make uniform sound welds of the type required.

#### 1.05 DELIVERY, STORAGE AND HANDLING

- A. All trucks delivering bridge materials shall be unloaded at the time of arrival.
- B. The manufacturer will provide detailed, written instruction in the proper lifting procedures and splicing procedures (if required).
- C. Protect all manufactured items from weather, moisture, and damage, and theft during storage and delivery.

### PART 2 - PRODUCTS

#### 2.01 PREFABRICATED BRIDGE

- A. Model Type: Bridge shall be similar to a FRP Truss Bridge by Creative Composites, Inc., 214 Industrial Lane, Alum Bank, PA, 15521, phone: 1-888-274-7855, web: [www.creativecompositesgroup.com](http://www.creativecompositesgroup.com), or approved equal. The distance from the top of the deck to the top and bottom truss members shall be determined by the bridge manufacturer based upon structural and/or shipping requirements. The top of the safety system or guardrail elements shall not be less than 42 inches above the deck, measured from the high point of the deck. The safety system shall extend the full length of the bridge.
- B. Span: Bridge spans shall be 60'- 0" (straight line dimension) and shall be as measured from the center to center of the truss bearings at each end of the bridge structure.
- C. Width: Bridge clear horizontal width shall be 6'-0" and shall be as measured from the inside face of structural elements at deck level.
- D. Member Components: All members of the vertical trusses (top and bottom chords, verticals, and diagonals) shall be fabricated from square and/or rectangular structural steel tubing. Other structural members and bracing shall be fabricated from structural steel shapes or square and rectangular structural steel.
- E. Safety Rails: Horizontal safety rails shall be placed on the structure up to a

minimum height of 3'-6" above the deck surface.

1. The safety rail system shall be designed According to AASHTO LRFD Guide Specifications for the design of Pedestrian Bridges, November 2009 with 2015 Interim Revisions.
- F. Decking: Bridge to be supplied with a **HDPE** decking, as specified in Section 06150 - Boardwalk Decking and as shown in the Drawings.
- G. Toe Plate: The bridge shall be supplied with a steel toe plate mounted to the inside face of both trusses. The toe plate shall be a minimum of 4 inches high. Toe plating will be welded to the truss members at a height adequate to provide a 2" gap between the bottom of the plate and the top of the deck or the top of the bottom chord, whichever is higher. The span of unstiffened flat toe plating (from center to center of supports) shall not exceed 5'-8".
- H. Camber: The bridge shall have a vertical camber dimension at mid-span equal to 100% of the full dead load deflection plus 1% of the span length.
- I. Elevation Difference: The bridge abutments shall be constructed at the same elevation on both ends of the bridge.
- J. Corrosion Protection:  
Galvanization: All material shall be hot dipped galvanized in accordance with ASTM A153 after fabrication.

## 2.03 BRIDGE ENGINEERING

- A. Structural design of the bridge structure shall be performed by or under the direct supervision of a licensed Professional Structural Engineer and done in accordance with recognized engineering practices and principles. The Professional Structural Engineer shall be licensed to practice in the Commonwealth of Massachusetts.
- B. Uniform Live Load: According to AASHTO LRFD Guide Specifications for the design of Pedestrian Bridges, November 2009 with 2015 Interim Revisions.
- C. Secondary Members: According to AASHTO LRFD Guide Specifications for the design of Pedestrian Bridges, November 2009 with 2015 Interim Revisions.
- D. Vehicle Loads: The bridge superstructure, floor system and decking shall be designed for the following AASHTO H5 TRUCK LOADING (10,000 LB)
- E. Wind Load: According to AASHTO LRFD Guide Specifications for the design of Pedestrian Bridges, November 2009 with 2015 Interim Revisions.
- F. Top Chord Railing Loads: According to AASHTO LRFD Guide Specifications for the design of Pedestrian Bridges, November 2009 with 2015 Interim Revisions
- G. Load Combinations: Shall be in accordance with AASHTO LRFD Guide



Specifications for the design of Pedestrian Bridges, November 2009 with 2015 Interim Revisions

H. Design Limitations:

1. Deflection and Vibration Limits: Shall be in accordance with AASHTO LRFD Guide Specifications for the design of Pedestrian Bridges, November 2009 with 2015 Interim Revisions
2. Minimum Thickness of Metal: The minimum thickness of all structural steel members shall be 3/16" nominal and be in accordance with the AISC Manual of Steel Construction's "Standard Mill Practice Guidelines". For ASTM A500 and ASTM A847 tubing, the section properties used for design shall be per the Steel Tube Institute of North America's Hollow Structural Sections "Dimensions and Section Properties".

I. Governing Design Codes / References:

1. Shall be in accordance with AASHTO LRFD Guide Specifications for the design of Pedestrian Bridges, November 2009 with 2015 Interim Revisions
2. Welded Tubular Connections: All welded tubular connections shall be checked, when within applicable limits, for the limiting failure modes outlined in the ANSI/AWS D1.1 Structural Welding Code or in accordance with the "Design Guide for Hollow Structural Section Connections" as published by the Canadian Institute of Steel Construction (CISC). When outside the "validity range" defined in these design guidelines, all applicable limit states or failure modes must be checked.
3. Top Chord Stability: The top chord of a half-through truss shall be considered as a column with elastic lateral supports at the panel points. The critical buckling force of the column, so determined, shall exceed the maximum force from dead load and live load (uniform or vehicular) in any panel of the top chord by not less than 50 percent for parallel chord truss bridges or 100 percent for tied arch bridges. The design approach to prevent top chord buckling shall be as outlined by E.C. Holt's research work in conjunction with the Column Research Council on the stability of the top chord of a half-through truss.
4. In addition, for the dead load plus vehicle load combination, the spring constant "C" furnished by the transverse "U-Frames" shall not be less than "C" required as defined by:

$$C_{required} \geq \frac{1.46 P_c}{L}$$

where  $P_c$  is the maximum top chord compression due to dead load plus the vehicle load times the appropriate safety factor (1.5 for parallel chord truss bridges or 2.0 for tied arch truss bridges) and  $L$  is the length in inches of one truss panel or bay.

5. For uniformly loaded bridges, the vertical truss members, the floor beams and their connections (transverse frames) in half-through truss spans shall be proportioned to resist a lateral force of not less than  $1/100k$  times the top chord compressive load, but not less than .004 times that top chord load, applied at the top chord panel points of each truss.
6. For bridges with vehicle loads, the lateral force applied at the top chord elevation for design of the transverse frames shall not be less than 1% of the top chord compression due to dead load plus any vehicle loading.
7. The bending forces in the transverse frames, as determined above, act in conjunction with all forces produced by the actual bridge loads as determined by an appropriate analysis which assumes that the floor beams are “fixed” to the trusses at each end.

NOTE: The effects of three-dimensional loading (including “U-frame” requirements) shall be considered in the design of the structure. The “U- frame” forces in half-through spans shall be added to the forces derived from a three dimensional analysis of the bridge.

## 2.04 BEARING DEVICES

- A. The bridge bearings shall sit in a recessed pocket on the concrete abutment. The bearing seat shall be a minimum of 16" wide. The step height (from bottom of bearing to top-of-deck) shall be determined by the bridge manufacturer.

## PART 3 – EXECUTION

### 3.01 GENERAL

- A. The method and sequence of erection shall be the responsibility of the Contractor.
- B. The bridge manufacturer shall provide written inspection and maintenance procedures to be followed by the bridge Owner.
- C. Coordinate with all trades, as required, to install the prefabricated bridge.

END OF SECTION

## SECTION 06150 - BOARDWALK

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. These specifications are for a fully engineered pedestrian boardwalk constructed of materials as determined by the manufacturer of the selected bridge product and shall be regarded as minimum standards for design and construction.

#### 2.1 RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:
  - 1. Section 02480 – Prefabricated Bridge

#### 3.1 REFERENCES

- A. American Society for Testing and Materials (ASTM):
  - 1. ASTM A123 Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
  - 2. ASTM A307 Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
  - 3. ASTM D1761 Standard Test Methods for Mechanical Fasteners
  - 4. ASTM D1929 Standard Test Method for Determining Ignition Temperature of Plastics.
- B. Federal Specifications (FS):
  - 1. FS FF-S-111D Screws, Wood.
  - 2. FF-S-325 Expansion Shields.

- C. American National Standards Institute (ANSI):
  - 1. ANSI B18.2.1 Square and Hex Bolts and Screws, Inch Series.
- D. U.S. Environmental Protection Agency (EPA):
  - 1. EPA Toxicity Test TCLP1113.
- E. Massachusetts Building Code Latest Edition with International Building Code

#### 4.1 SYSTEM DESCRIPTION

- A. Design Requirements:
  - 1. Pedestrian Live Load: Uniformly distributed 90 lb per sq. ft.
  - 2. Lateral Wind Load and Uplift: 90 MPH Wind Speed
  - 3. Maximum Deflection: 1/360
  - 4. AASHTO H5 (10,000 lb) Truck Loading

#### 5.1 SUBMITTALS

- A. Layout drawing stamped by a licensed Professional Structural Engineer registered in the Commonwealth of Massachusetts.
  - 1. Samples: HDPE decking.
- B. Quality Assurance/Control Submittals: Submit the following:
  - 1. Certificates: Submit manufacturer's certificate that products meet or exceed specified requirements.
  - 2. Warranty documents.

#### 6.1 QUALITY ASSURANCE

- A. Installer Qualifications: Utilize an installer having demonstrated experience on projects of similar size and complexity.

#### 7.1 DELIVERY, STORAGE AND HANDLING

- A. Delivery: Deliver materials in manufacturer's original, undamaged packaging with identification labels intact.
- B. Storage and Protection: Store materials protected from vandalism. Transport and install materials in such a way as to prevent damage to finish.

## 8.1 WARRANTY

- A. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under contract documents.

## PART 2 - PRODUCTS

### 2.01 PREFABRICATED BOARDWALK

- A. Model Type: Boardwalk shall be similar to a FRP (fiberglass reinforced polymer) boardwalk by Creative Composites, Inc., 214 Industrial Lane, Alum Bank, PA, 15521, phone: 1-888-274-7855, web: [www.creativecompositesgroup.com](http://www.creativecompositesgroup.com), or approved equal. The distance from the top of the deck to the top and bottom truss members shall be determined by the manufacturer based upon structural and/or shipping requirements.

### 2.02 ACCESSORIES

- A. Hardware: Provide all necessary nails, spikes, screws, clips and bolts required for proper installation of wood composite lumber decking. Sizes and quantities as required by code authority having jurisdiction, unless more stringent requirements specified elsewhere.
  - 1. Bolts, Exterior Use:
    - a. Material Standard: Comply with ASTM A307, with standard washers.
    - b. Finish: Galvanized, ASTM A123.
    - c. Size: Diameter less than or equal to 1/2" (12.7 mm).
  - 2. Lag Screws:
    - a. Material Standard: Comply with ANSI B18.2.1.
    - b. Finish: Hot dipped galvanized for exterior use.
  - 3. Expansion Shields:
    - a. Material Standard: Comply with Fed Spec. FF-S-325, Type 1, Group III, Self-drilling.
  - 4. Nails, General:
    - a. Material Standard: Comply with ASTM F1667.
    - b. Type: Common unless otherwise indicated.
    - c. Finish: Hot dipped galvanized for exterior use.
    - d. Size: Nails shall have a diameter less than or equal to 16d common wire [0.162" (4 mm)] diameter.

- 5. Wood Screws:
  - a. Material Standard: Comply with FS FF-S-111.
  - b. Size: Screws shall have a diameter less than or equal to No. 12 [0.216" (5.5 mm)] diameter.

### PART 3 - EXECUTION

#### 3.01 MANUFACTURER'S INSTRUCTIONS

- A. Comply with the instructions and recommendations of the wood composite lumber manufacturer.

#### 3.02 EXAMINATION

- A. Site Verification of Conditions:
  - 1. Verify that site conditions are acceptable for installation of wood composite lumber.
  - 2. Do not proceed with installation of wood composite lumber until unacceptable conditions are corrected.

#### 3.03 INSTALLATION

- A. Framing:
  - 1. Erect framing true, plumb and level.
  - 2. Provide temporary bracing as required to maintain lines and levels until permanent members are in place.
  - 3. Install miscellaneous connectors, anchors and accessories as indicated and required for a complete installation.
- B. Gapping:
  - 1. Ensure boards are gapped end to end and width to width as described in the manufacturer's guidelines.
  - 2. Use manufacturer's gapping guidelines to calculate end spacing.
  - 3. Work in which board is incorrectly gapped will be rejected.
- C. Spans:
  - 1. Ensure decking spans do not exceed the requirements of the manufacturer's guidelines.
  - 2. Work in which boards are incorrectly spanned will be rejected.

#### 3.04 CLEANING

- A. Comply with cleaning instructions as described in the manufacturer's guidelines.

3.05 PROTECTION

- A. Protect installed work from damage due to subsequent construction activity on the site.

END OF SECTION

## SECTION 015723 - TEMPORARY STORM WATER POLLUTION CONTROL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Orders of Conditions, issued by the Southborough and Framingham Conservation Commissions for the project.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Temporary stormwater pollution controls.
- B. Related Requirements:
  - 1. Section 311000 "Site Clearing" for temporary erosion and sediment control measures.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Meet with Owner, Engineer, and earthwork subcontractor.

### PART 2 - PRODUCTS

#### 2.1 TEMPORARY STORMWATER POLLUTION CONTROLS

- A. Provide temporary stormwater pollution controls as required by the Contract Drawings.
  - 1. Sediment Wattle /Compost Filter Sock filled with compost or straw as shown on the plans shall be manufactured by Filtrexx International, LLC or Agresource.



### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Comply with all best management practices, general requirements, performance requirements, reporting requirements, and all other requirements included in the Contract documents.
- B. Locate stormwater pollution controls in accordance with the Contract Drawings.
- C. Conduct construction as required to minimize possible contamination or pollution or other undesirable effects.
  - 1. Inspect, repair, and maintain erosion and sediment controls during construction.
- D. Remove sedimentation controls at completion of construction and restore and stabilize areas disturbed during construction.

END OF SECTION 015723

## SECTION 311000 - SITE CLEARING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Protecting existing vegetation to remain.
  - 2. Removing existing vegetation.
  - 3. Clearing and grubbing.
  - 4. Temporary erosion and sedimentation control.
- B. Construction runoff or dewatering effluent shall not be discharged directly or tributary to stormwater management infiltration systems without the specific approval of the Owner or Engineer. Approval will require effluent water quality testing.

#### 1.3 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.
- D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

## SITE CLEARING

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1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.6 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
  - 1. Use sufficiently detailed photographs or video recordings.
  - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
- B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.7 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
  - 1. Do not proceed with work on adjoining property until directed by Architect.
- C. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- D. Do not direct vehicle or equipment exhaust towards protection zones.
- E. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

SITE CLEARING

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- F. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

## PART 2 - PRODUCTS

### 2.1 STRAW BALES

- A. Air-dried straw, seasoned before baling, free of noxious weeds, weed seeds, and other materials detrimental to plant life.
- B. Hardwood Stakes: 1-inch by 1-inch by 3 feet kiln dried hardwood stakes.

### 2.2 EROSION CONTROL BLANKETS

- A. Curlex I® erosion control blankets as manufactured by American Excelsior Company, or approved equal.
- B. Wire staples: 0.091" diameter or greater.
  - 1. Lengths as indicated on the Drawings and in accordance with manufacturer's installation instructions.

### 2.3 SILT FENCE

- A. Amoco 2130® Silt Fence or approved equal.
- B. Wood support posts: Minimum 1-inch by 1-inch by 4 feet kiln dried hardwood posts.

### 2.4 FILTER FABRIC

- A. Nonwoven needle-punched geotextile, manufactured for subsurface drainage, made from polypropylene with minimum elongation of 50 percent; complying with the following properties determined according to AASHTO M 288:
  - 1. Survivability: Class 2.
  - 2. Apparent Opening Size: **No. 70** sieve, maximum.
  - 3. Permittivity: 1.4 per second, minimum.

### 2.5 FILTER BAGS FOR CATCH BASINS

- A. Non-woven polypropylene filter bag manufactured specifically for controlling sediment flow into catch basins.

## SITE CLEARING

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1. Ultra-DrainGuard® Catch Basin Insert.
2. Siltsack® Hi-Flow or equal.

## 2.6 JUTE MATTING

- A. Biodegradable uniform open plain weave erosion control blanket of undyed and unbleached single jute yarn. Yarn shall be of loosely twisted construction and shall not vary in thickness by more than one-half its normal diameter.
  1. Average weight: 0.5 pounds per square yard.
  2. Wire staples: 0.091" diameter or greater, "U" shaped with a 1" crown.
    - a. Legs 6" in length.

## 2.7 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
  1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

# PART 3 - EXECUTION

## 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- C. Protect existing site improvements to remain from damage during construction.
  1. Do not cut, remove, destroy or trim trees or other vegetation outside the designated areas without approval of the Owner.
  2. Restore damaged improvements to their original condition, as acceptable to Owner.

## SITE CLEARING

311000 - 4

### 3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. As construction progresses and seasonal conditions dictate, more erosion control facilities may be required. Address new conditions that may be created and provide additional facilities over the above minimum requirements as may be required.
- C. As a minimum, the following shall apply:
  - 1. Trees may be cut whenever desired, but brush and stumps shall not be removed until 1 week prior the start of construction in that area. The existing ground surface shall be disturbed as little as possible prior to the start of construction.
  - 2. Provide erosion control barriers as shown on the Drawings or as otherwise required to reduce the sediment content of the water. Other methods which reduce the sediment content to an equal or greater degree may be used as approved by the Architect.
  - 3. Ensure that all runoff leaving the site flows to water courses in such a manner to prevent erosion.
  - 4. Loam and seed or mulch disturbed areas as soon as practicable but not contrary to the requirements of other Sections.
- D. Catch Basin Protection
  - 1. Filter Bags
    - a. Install in accordance with manufacturer's recommendations.
    - b. Remove accumulated silt periodically as necessary to maintain effectiveness.
    - c. Dispose of accumulated silt off-site, or on-site as approved by the Architect.
- E. Straw Bale/Silt Fence Barrier
  - 1. Install as shown on Drawings to catch silt.
  - 2. Install bales in conjunction with silt fence, unless otherwise indicated.
  - 3. Entrench bales and silt fence into ground and stake in place as shown on Drawings.
  - 4. Remove accumulated silt and replace hay bales and silt fence periodically as necessary to maintain effectiveness.
  - 5. Dispose of accumulated silt off-site, or on-site as approved by the Architect.
- F. Check Dams
  - 1. Install as shown on Drawings to catch silt and minimize erosion in channels.
  - 2. Remove accumulated silt and maintain dams periodically as necessary to maintain effectiveness.

3. Dispose of accumulated silt off-site, or on-site as approved by the Architect.

G. Placing Erosion Control Blankets

1. Place seed and fertilizer prior to placing blankets.
2. Place netting side up so that fibers are in contact with the soil.
3. Entrench the up-slope end of the blankets as shown on the Drawings.
4. Install staples in accordance with the Drawings.
5. Drive staples vertically into the ground.
6. Use a common row of staples when fastening adjoining blankets.
7. Stake and bury edges exposed to flow of water or strong prevailing winds.
8. Bury edges of blankets around the edges of catch basins and other structures.
9. Spread blankets evenly and smoothly and in contact with the soil at all points.

H. Placing Jute Matting

1. Place seed and fertilizer prior to placing jute matting.
2. Entrench the up-slope end of the matting in a 6 inch deep trench.
3. Provide 4-inch overlap of matting strips.
4. Install staples 4 feet on-center.
5. Drive staples vertically into the ground.
6. Use a common row of staples when fastening adjoining strips.
7. Stake and bury edges exposed to flow of water or strong prevailing winds.
8. Bury edges of matting around the edges of catch basins and other structures.
9. Spread matting evenly and smoothly and in contact with the soil at all points.

I. Temporary Drainage Diversion

1. Divert the surface runoff water around the site as may be required.
2. Restore drainage conditions to those existing prior to construction unless otherwise shown on the Drawings.

J. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

K. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

L. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

### 3.3 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation without prior approval.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
  1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

#### 3.4 STOCKPILING ROCK

- A. Remove from construction area naturally formed rocks that measure more than 1 foot across in least dimension. Do not include excavated or crushed rock.

#### 3.5 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 311000



## SECTION 312000 - EARTH MOVING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Geotechnical Engineering Report prepared for the Project.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Excavating and filling for rough grading the Site.
  - 2. Preparing subgrades for abutments.
  - 3. Excavating and backfilling for structures.
- B. Related Requirements:
  - 1. Section 311000 "Site Clearing" for site stripping, grubbing, and removal of above- and below-grade improvements and utilities.
  - 2. Section 329200 "Seeding" for finish grading in seeded areas.
  - 3. Standard Specification: Massachusetts Department of Public Works Standard Specifications for Highways and Bridges, 2022 edition as amended.

#### 1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, will be without additional compensation.

- E. Fill: Soil materials used to raise existing grades.
  - 1. Ordinary Fill – Permanent on-site Fill used to raise the existing grades to the subgrades.
  - 2. Ordinary Borrow – Permanent Fill used to raise the existing grades to the subgrades.
- F. Finished Grade: Required final grade elevations as indicated on the Drawings. Spot elevations govern over proposed contours. Uniformly slope project site areas between proposed finished grades or between proposed and existing grades.
- G. Rock:
  - 1. Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed **1 cu. yd.** for bulk excavation or **3/4 cu. yd.** for footing, trench, and pit excavation that cannot be removed by rock-excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
    - a. Equipment for Footing, Trench, and Pit Excavation: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- maximum-width, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,700 lbf and stick-crowd force of not less than 18,400 lbf with extra-long reach boom.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other fabricated stationary features constructed above or below the ground surface.
- I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.
- L. Unsuitable Materials: Materials such as organic soils, those containing peat and topsoil, fill material containing more than 1% organics (by mass), fill material deemed not geotechnically suitable by the Geotechnical Consultant, subsoil containing more than 1% organics (by mass), trash, frozen soil, ice or snow, stumps, debris, existing asphalt pavement, boulders, oversize or highly weathered blasted rock fragments and material determined to be hazardous or contaminated.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct preexcavation conference at Project site.

1. Review methods and procedures related to earthmoving, including, but not limited to, the following:
  - a. Personnel and equipment needed to make progress and avoid delays.
  - b. Coordination of Work and equipment movement with the locations of tree- and plant-protection zones.
  - c. Extent of trenching by hand or with air spade.
  - d. Field quality control.

#### 1.5 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E329 and ASTM D3740 for testing indicated.
- B. The Owner shall retain a Geotechnical Consultant and/or testing firm to perform on-site observation and testing during construction operations. The services of the Owner's Geotechnical Consultant or testing firms may include, but not be limited to the following:
  1. Observation during excavation, dewatering, and compaction within controlled Raise-In-Grade Fill areas and other areas as appropriate.
  2. Observation of Surcharge Fill placement and excavation.
  3. Observation and assessment of bearing surfaces.
- C. The Owner's Geotechnical Consultant's presence does not include supervision or direction of work by the Contactor, his/her employees or agents. Neither the presence of the Owner's Geotechnical Consultant nor any observations performed by him/her, or any notice or failure to give notice, shall excuse the Contractor from deficiencies in the work.
- D. The Owner reserves the right to modify the Owner's Geotechnical Consultant services.

#### 1.6 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
  1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in Contract Drawings, Stormwater Pollution Preventions Plan, Section 311000 "Site Clearing" are in place.
- C. The following practices are prohibited within protection zones:
  1. Storage of construction materials, debris, or excavated material.
  2. Parking vehicles or equipment.

3. Erection of sheds or structures.
  4. Impoundment of water.
  5. Excavation or other digging unless otherwise indicated.
  6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- D. Do not direct vehicle or equipment exhaust towards protection zones.
- E. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- F. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Architect not less than two days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without Architect's written permission.
- G. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.
- H. Geotechnical Report: A geotechnical report has been prepared for this Project and is available for information only. The report is not part of the Contract Documents. The opinions expressed in this report are those of the geotechnical engineer and represent interpretations of the subsoil conditions, tests, and results of analyses conducted by the geotechnical engineer. Owner will not be responsible for interpretations or conclusions drawn from this data by Contractor. The geotechnical report is included elsewhere in the Project Manual.
- I. The Contractor shall review available logs of borings, test pit logs, jar soil samples, records of explorations and other pertinent data for the site. After obtaining Owner's permission, take whatever additional subsurface explorations deemed necessary at no expense to the Owner. Boring logs are included in the geotechnical engineering design memorandums. Jar soil samples may be examined upon written request to the Geotechnical Engineer. Under no circumstances shall the Contractor chemically analyze samples without the prior approval of the Owner.
- J. If a potential conflict exists between the information above and these technical Specifications, the Contractor shall, immediately upon its discovery, request clarification from the Owner's Representative or the Engineer.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

- B. Satisfactory Soils: Soil Classification Groups A-1, A-2-4, A-2-5, and A-3 according to AASHTO M 145, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145, or a combination of these groups.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Ordinary Fill: Shall be inorganic, friable soil containing no stone greater than two-thirds (2/3) the loose lifts thickness and approved by the Engineer. The material shall be well graded, free of organic or other weak or compressible materials, trash, ice, snow, or frozen materials, or other deleterious material, and shall contain less than 20% (by weight) of material passing the #200 sieve. It shall be of such nature and character that it can be compacted to the specified densities in a reasonable length of time. It shall be free of all materials subject to decay, decomposition, or dissolution, and of cinders or other materials that will corrode piping or other metal. It shall have a minimum dry unit weight of not less than 115 pounds per cubic foot. Import fill will be evaluated by the Geotechnical Consultant for potential reuse/suitability and will be determined on a case-by-case basis. Material from excavation on the site may be used as ordinary fill if it meets the above requirements and after removal of oversized and decomposable material.
- E. Processed Gravel: Sound, durable bank or crusher-run gravel and sand, practically free from loam, peat, clay, surface coatings and deleterious materials, well graded as follows:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
3 in.	100
1 ½ in.	70-100
¾ in.	50-85
No. 4	30-60
No. 200	0-10

- F. Crushed Stone or Drainage Fill: Clean crushed stone approved by the Architect and conforming to the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
1 in.	100
¾ in.	90-100
½ in.	10-50
3/8 in.	0-20
No. 4	0-5

- G. Screened Gravel: Hard, durable, particles of proper size and gradation, free from sand, loam, clay, excess fines, and deleterious materials. Screened gravel shall meet the requirements of ASTM C33, stone size No. 67 and shall conform to the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
1 in.	100
¾ in.	90-100
3/8 in.	20-55
No. 4	0-10
No. 8	0-5

- H. Structural Fill: Clean granular material free from ice, snow, roots, sod, rubbish, loam, peat, clay and other deleterious or organic matter conforming to the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
¾ in.	100
No. 4	30-85
No. 40	5-50
No. 200	0-8

- I. Trap Rock: Clean crushed stone approved by the Architect and conforming to the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
2 in.	100
1 ½ in.	95-100
1 in.	35-70
¾ in.	0-25

- J. Sand Borrow: Clean inert, hard durable grains of quartz or other hard durable rock, free from loam or clay, surface coatings and deleterious materials. The allowable amount of material passing a No. 200 sieve as determined by AASHTO-T11 shall not exceed 10 percent by weight. Maximum particle size shall be 3/8 inch.

- K. Riprap: Stone used for machine placed Riprap shall be hard, durable angular in shape, resistant to weathering and free from organic material and approved by the Architect. The width and thickness of each stone may not be less than one-third its length. Rounded stones or boulders are not acceptable. Shale and stones with shale seams are not acceptable. The minimum unit weight of the stone shall be 155 pounds per cubic foot (bulk-saturated, surface-dry basis AASTHO Test T-85).

1. Stone for Riprap shall meet the following gradation:

<u>Size of stone (lbs)</u>	<u>Percent of Total Weight Less</u>
200	100
120	80
50	50
4	not to exceed 10

- Each load of Riprap shall be reasonably well graded. Spalls will not be permitted in an amount exceeding 10 percent by weight of each load.
- Control of gradation will be by visual inspection. The Contractor shall provide at least a 1-ton sample meeting the gradation for frequent reference. The sample may be part of the finished Riprap covering.
- Any difference of opinion between the Engineer and Contractor shall be resolved by checking two random truck loads of stone. Expenses and labor costs will be provided by the Contractor at no additional cost to the Owner.
- Blast ledge excavated for the Site may be used as Riprap providing the rock meets the criteria listed above and the material is approved by the Architect.

- L. Ledge Fill: Angular shattered natural rock produced from on-site blasting operations and well blended and graded with Ordinary Fill. Ledge Fill shall be reasonably free from clay, loam, or other deleterious material. No stones larger than 12 inches are permitted in Ledge Fill.
- M. Impervious Fill: Impervious soil reasonably free of stumps, roots, brush, and stones larger than 3 inches diameter, and approved by the Architect.
  - 1. Shall have the physical characteristics of one of the following under AASHTO-M145:
    - a. A-4, A-5, A-6, A-7 soils;
    - b. A-2 soils containing more than 20% by weight passing the No. 200 sieve;
    - c. Peats and other highly organic soils.
  - 2. Material excavated near salt water to be used as Impervious Fill shall be tested for salt content. The maximum soluble salt index shall be 100.
- N. Controlled Density Fill: Flowable, self-consolidating, rigid setting low-density material conforming to Massachusetts Department of Public Works Standard Specifications for Highways and Bridges, 1988 edition as amended, subsection M4.08.0.
- O. Sand: ASTM C 33/C 33M; fine aggregate.
- P. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

#### 3.2 DEWATERING

- A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
- B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.



- C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
- D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

### 3.3 EXPLOSIVES

- A. Explosives:
  - 1. Do not use explosives.
- B. Rock Removal: If rock is encountered during excavation, contact the Architect to establish a procedure for removal.
  - 1. Notify the Owner and other interested authorities at least 48 hours before any blasting is intended.
  - 2. Exercise all possible care in drilling and blasting operations to ensure the stability of the remaining rock and to keep overbreak to a minimum. Produce excavated surfaces that are as smooth and sound as the nature of the rock permits. It is the Contractor's responsibility to produce the most satisfactory surface by use of techniques best suited to job conditions.
  - 3. Presplitting: Form vertical and near vertical faces of excavation in rock by the blasting technique known as presplitting.
    - a. Use presplitting technique for rock cuts 10 feet or more in vertical height where design slope is 1 horizontal to 4 vertical or steeper.
    - b. Locate presplit holes so that the break will occur along the design lines shown on the Drawings.
    - c. Maintain alignment in the vertical plane of not more than 6 inches from the plane of specified slope.
    - d. Extend holes at least to the proposed bench levels and to the bottom of the proposed excavations.
    - e. Space presplit holes at intervals of not more than 24 in. center to center and no larger than 3 in. in diameter.
  - 4. Clean exposed surfaces of rock so that they are free of loose fragments of rock and decomposed rock.

### 3.4 EXCAVATION, GENERAL

- A. Excavate all materials encountered to allow construction of utilities and site work as shown on the Drawings and as herein specified.

- B. Excavate to levels shown for site improvements, as required to provide working clearance and to allow adequate inspection for structures, and to subgrades specified herein.
- C. Remove rock boulders, structures, unsuitable material and other obstructions to a depth of at least 3 feet below grade for lawn and at least 4 feet for trees and shrubs.
- D. Remove all excavated materials not required or unsuitable for backfill and legally dispose of them off-site with the approval of the Owner's Environmental Consultant, unless provisions for on-site disposal have been approved by the Owner and the Owner's Environmental Consultant.
- A. Unanticipated soil conditions:
  - 1. If unsuitable materials are encountered at the subgrade elevation, the Contractor shall over-excavate the subgrade by a minimum of 12 inches down to a suitable subgrade, place a filter fabric, and at least 12 inches of dense-graded crushed stone or 3/4-inch crushed stone to return the excavation to the subgrade elevation.
- E. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
  - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
    - a. 12 inches outside of concrete forms at footings.
    - b. 6 inches outside of minimum required dimensions of concrete cast against grade.
    - c. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
- F. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.
  - 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; and soil, boulders, and other materials not classified as rock or unauthorized excavation.
    - a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
  - 2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions:
    - a. 12 inches outside of concrete forms at footings.
    - b. 6 inches outside of minimum required dimensions of concrete cast against grade.

- c. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.

### 3.5 SUBGRADE INSPECTION

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

### 3.6 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi may be used when approved by Engineer.
- B. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

### 3.7 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees. Stockpiles shall be located a minimum of two times excavation depth from the edge for excavation.
  - 2. All stockpiled material shall be surround by silt fence or other means to prevent erosion.
  - 3. The Contractor shall ensure that no visible dust is emitted from stockpiled materials.

### 3.8 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
  - 2. Removing concrete formwork.
  - 3. Removing trash and debris.
  - 4. Removing temporary shoring, bracing, and sheeting.
  - 5. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

### 3.9 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

### 3.10 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D1557:
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.

### 3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

- B. Site Rough Grading: Slope grades to direct water away from structures and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations.

### 3.13 FIELD QUALITY CONTROL

- A. Footing Subgrade: At footing subgrades, at least one test of each soil stratum shall be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- B. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

### 3.14 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### 3.15 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

## SECTION 312319 - DEWATERING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. The Work includes but is not limited to all labor, materials, and equipment to design, provide, install, operate, maintain, and remove a temporary dewatering system to:
  - 1. Lower groundwater levels or hydrostatic pressure heads in the soil within the excavation limits to a minimum of 1 foot below the subgrade excavation. Subgrade excavation includes utility and structure subgrades.
  - 2. Maintain a dry and stable subgrade within the project limits throughout completion of the work.
  - 3. Control and remove seepage and surface water in the excavation.
  - 4. Design, provide, install, operate, maintain, and remove a temporary surface water control system, which will divert surface water away from the excavation, utility trenches, and all other Work areas. The operation will need to remain functional during winter conditions.
  - 5. Prevent ponding, or refreezing of standing water.
  - 6. The Contractor shall not discharge groundwater to the ground surface without written approval from the Owner and the Owner's Engineer.
  - 7. The Contractor shall be responsible to dewater, as necessary for utility removal and all other excavations required to complete the Work.
  - 8. The Contractor shall collect and dispose of water from all surface and groundwater systems in accordance with federal, state, and local codes, ordinances, and regulations.
- B. Construction runoff or dewatering effluent shall not be discharged directly or tributary to stormwater management infiltration systems without the specific approval of the Engineer. Approval will require effluent water quality testing.
- C. Related Requirements:
  - 1. Section 015723 "Temporary Storm Water Pollution Control" for temporary storm water pollution controls mandated under the EPA's National Pollutant Discharge Elimination System.
  - 2. Section 312000 "Earth Moving" for excavating, backfilling, site grading, and controlling surface-water runoff and ponding.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1. Verify availability of Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review condition of site to be dewatered including coordination with temporary erosion-control measures and temporary controls and protections.
3. Review geotechnical report.
4. Review proposed site clearing and excavations.
5. Review existing subsurface conditions.
6. Review observation and monitoring of dewatering system.

#### 1.4 QUALITY ASSURANCE

- A. Contractor shall be responsible for inspections and maintaining of all dewatering methods.

#### 1.5 FIELD CONDITIONS

- A. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from this data.
  1. The geotechnical report is included elsewhere in Project Manual.
- B. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, to design dewatering system.
- B. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of groundwater and permit excavation and construction to proceed on dry, stable subgrades.
  1. Design dewatering system, including comprehensive engineering analysis by a qualified professional engineer.
  2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
  3. Prevent surface water from entering excavations by grading, dikes, or other means.
  4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.

5. Remove dewatering system when no longer required for construction.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning dewatering. Comply with water- and debris-disposal regulations of authorities having jurisdiction.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
  1. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
  2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Provide temporary grading to facilitate dewatering and control of surface water.
- D. Protect and maintain temporary erosion and sedimentation controls, which are specified in Section 015723 "Temporary Storm Water Pollution Control" during dewatering operations.

### 3.2 INSTALLATION

- A. Comply with all best management practices, general requirements, performance requirements, reporting requirements, and all other dewatering requirements included in the SWPPP.
- B. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
  1. Space well points or wells at intervals required to provide sufficient dewatering.
  2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.



- C. Place dewatering system into operation to lower water to specified levels before excavating below groundwater level.
- D. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.
- E. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails.

### 3.3 OPERATION

- A. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.
- B. Operate system to lower and control groundwater to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
- C. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.
- D. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.

### 3.4 FIELD QUALITY CONTROL

- A. Survey-Work Benchmarks: Resurvey benchmarks regularly during dewatering and maintain an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Architect if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.
- B. Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation.

### 3.5 PROTECTION

- A. Protect, inspect, repair, and maintain dewatering system during construction.
- B. Promptly perform corrective actions as needed.
- C. Promptly repair damages to adjacent facilities caused by dewatering.

END OF SECTION 312319

## SECTION 329200 - SEEDING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Seeding.

#### 1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Certification of Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
  - 1. Certification of each seed mixture for wetland restoration area. Include identification of source and name and telephone number of supplier.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
- B. Bulk Materials:
  - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
  - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
  - 3. Accompany each delivery of bulk materials with appropriate certificates.

## 1.7 FIELD CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.
  - 1. Spring Planting: March 15 to May 15.
  - 2. Fall Planting: August 15 to November 15.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

## PART 2 - PRODUCTS

### 2.1 SEED

- A. Grass-Seed Mix: Proprietary seed mix as follows:
  - 1. Products: Subject to compliance with requirements, provide the following:
    - a. New England Wetmix from New England Wetland Plants, 14 Pearl Lane, South Hadley, MA 01075, (413) 548-8000.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
  - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
  - 2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
  - 3. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

### 3.2 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### 3.3 SEEDING AREA PREPARATION

- A. General: Prepare planting area for seeding by removing existing herbaceous vegetation and hand-excavating the area as depicted on the Drawings.
- B. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- C. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

### 3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in "Seeding Area Preparation" Article.
- B. For erosion-control mats, install planting soil in two lifts, with second lift equal to thickness of erosion-control mats. Install erosion-control mat and fasten as recommended by material manufacturer.
- C. Fill cells of erosion-control mat with planting soil and compact before planting.
- D. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- E. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

### 3.5 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.
  - 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
  - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
  - 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate in accordance with manufacturers specifications.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

- D. Protect seeded areas from hot, dry weather or drying winds by applying compost mulch within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of 3/16 inch.

### 3.6 SATISFACTORY SEEDED AREA

- A. Seeding installations shall meet the following criteria:
  - 1. In accordance with Order of Conditions from the Conservation Commission(s).
- B. Use specified materials to reestablish seeded area that does not comply with requirements, and continue maintenance until turf is satisfactory.

### 3.7 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
- C. Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION 329200



**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File #:290-1129

eDEP Transaction #:1820320

City/Town:SOUTHBOROUGH

**A. General Information**

1. Conservation Commission SOUTHBOROUGH

2. Issuance a. ☒ OOC b. ☐ Amended OOC

**3. Applicant Details**

a. First Name KATHRYN b. Last Name MCKEE  
c. Organization TOWN OF SOUTHBOROUGH, C/O THE SOUTHBOROUGH TRAILS COMMITTEE  
d. Mailing Address 17 COMMON STREET  
e. City/Town SOUTHBOROUGH f. State MA g. Zip Code 01772

**4. Property Owner**

a. First Name b. Last Name  
c. Organization MASSACHUSETTS WATER RESOURCE AUTHORITY  
d. Mailing Address DEER ISLAND, 33 TAFTS AVENUE  
e. City/Town BOSTON f. State MA g. Zip Code 02128

**5. Project Location**

a. Street Address 142 BOSTON ROAD  
b. City/Town SOUTHBOROUGH c. Zip Code 01772  
d. Assessors 58 e. Parcel/Lot# 2A  
f. Latitude 42.30374N g. Longitude 71.49010W

**6. Property recorded at the Registry of Deed for:**

a. County	b. Certificate	c. Book	d. Page
WORCESTER		1495	295

**7. Dates**

a. Date NOI Filed : 9/16/2024	b. Date Public Hearing Closed: 10/24/2024	c. Date Of Issuance: 10/25/2024
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**8. Final Approved Plans and Other Documents**

a. Plan Title:	b. Plan Prepared by:	c. Plan Signed/Stamped by:	d. Revised Final Date:	e. Scale:
PENINSULA TRAIL BOARDWALK AND BRIDGE PROJECT	BEALS & THOMAS	DAVID LAPOINT, RLA NO. 1277 AND KENNETH COLE PLS NO. 38033	September 16, 2024	VARIES

**B. Findings**

**1. Findings pursuant to the Massachusetts Wetlands Protection Act**

Following the review of the the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act.

Check all that apply:

a. <input checked="" type="checkbox"/> Public Water Supply	b. <input type="checkbox"/> Land Containing Shellfish	c. <input checked="" type="checkbox"/> Prevention of Pollution
d. <input checked="" type="checkbox"/> Private Water Supply	e. <input checked="" type="checkbox"/> Fisheries	f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat



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g. ☒ Ground Water Supply      h. ☒ Storm Damage Prevention      i. ☒ Flood Control

2. Commission hereby finds the project, as proposed, is:

**Approved** subject to:

- a. ☒ The following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

**Denied** because:

- b. ☐ The proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ The information submitted by the applicant is not sufficient to describe the site, the work or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

3. ☐ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310CMR10.02(1)(a).

a.                  linear feet

**Inland Resource Area Impacts:(For Approvals Only):**

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	<u>                </u> a. linear feet	<u>                </u> b. linear feet	<u>                </u> c. linear feet	<u>                </u> d. linear feet
5. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	<u>10</u> a. square feet	<u>                </u> b. square feet	<u>47</u> c. square feet	<u>47</u> d. square feet
6. <input type="checkbox"/> Land under Waterbodies and Waterways	<u>                </u> a. square feet	<u>                </u> b. square feet	<u>                </u> c. square feet	<u>                </u> d. square feet
	<u>                </u> e. c/y dredged	<u>                </u> f. c/y dredged		
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	<u>0</u> a. square feet	<u>0</u> b. square feet	<u>0</u> c. square feet	<u>0</u> d. square feet
Cubic Feet Flood Storage	<u>0</u> e. cubic feet	<u>                </u> f. cubic feet	<u>0</u> g. cubic feet	<u>                </u> h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	<u>                </u> a. square feet	<u>                </u> b. square feet		





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City/Town:SOUTHBOROUGH

Cubic Feet Flood Storage	<u>                    </u> c. cubic feet	<u>                    </u> d. cubic feet	<u>                    </u> e. cubic feet	<u>                    </u> f. cubic feet
9. <input checked="" type="checkbox"/> Riverfront Area	14	14		
	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	14	14		
	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	0	0	0	0
	g. square feet	h. square feet	i. square feet	j. square feet

**Coastal Resource Area Impacts:**

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	<u>                    </u> a. square feet	<u>                    </u> b. square feet		
	<u>                    </u> c. c/y dredged	<u>                    </u> d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	<u>                    </u> a. square feet	<u>                    </u> b. square feet	<u>                    </u> c. c/y nourishment	<u>                    </u> d. c/y nourishment
14. <input type="checkbox"/> Coastal Dunes	<u>                    </u> a. square feet	<u>                    </u> b. square feet	<u>                    </u> c. c/y nourishment	<u>                    </u> d. c/y nourishment
15. <input type="checkbox"/> Coastal Banks	<u>                    </u> a. linear feet	<u>                    </u> b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	<u>                    </u> a. square feet	<u>                    </u> b. square feet		
17. <input type="checkbox"/> Salt Marshes	<u>                    </u> a. square feet	<u>                    </u> b. square feet	<u>                    </u> c. square feet	<u>                    </u> d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	<u>                    </u> a. square feet	<u>                    </u> b. square feet		
	<u>                    </u> c. c/y dredged	<u>                    </u> d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	<u>                    </u> a. square feet	<u>                    </u> b. square feet	<u>                    </u> c. square feet	<u>                    </u> d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	<u>                    </u> c. c/y dredged	<u>                    </u> d. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	<u>                    </u> a. square feet	<u>                    </u> b. square feet		



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If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c & d or B.17.c & d above, please entered the additional amount here.

b. square feet of Salt Marsh

If the project involves Stream Crossings, please enter the number of new stream crossings/number of replacement stream crossings.

O

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b. number of replacement stream crossings

**The following conditions are only applicable to Approved projects**

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
  - a. the work is a maintenance dredging project as provided for in the Act; or
  - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not exceed the issuance date of the original Final Order of Conditions.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior



**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

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to the commencement of work..

10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

" Massachusetts Department of Environmental Protection"  
[or 'MassDEP']  
File Number : "290-1129"

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before Mass DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

**NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS**

19. The work associated with this Order(the "Project") is (1) ☐ is not (2) ☒ subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;
- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the



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BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures; *ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized; *iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
- g) The responsible party shall:
  - 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
  - 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
  - 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.



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- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
  - k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
  - l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

**Special Conditions:**

PLEASE SEE ATTACHED.



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**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

1. Is a municipal wetlands bylaw or ordinance applicable? ☒ Yes ☐ No

2. The Conservation Commission hereby (check one that applies):

a. ☐ DENIES the proposed work which cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

1. Municipal Ordinance or Bylaw \_\_\_\_\_

2. Citation \_\_\_\_\_

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order or Conditions is issued. Which are necessary to comply with a municipal ordinance or bylaw:

b. ☒ APPROVES the proposed work, subject to the following additional conditions.

1. Municipal Ordinance or Bylaw SOUTHBOROUGH  
WETLANDS BYLAW

2. Citation GENERAL  
PERFORMANCE  
STANDARDS 3.2.3

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows:  
PLEASE SEE ATTACHED.



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**E. Signatures**

This Order is valid for three years from the date of issuance, unless otherwise specified pursuant to General Condition #4. If this is an Amended Order of Conditions, the Amended Order expires on the same date as the original Order of Conditions.

10/25/2024

1. Date of Original Order

Please indicate the number of members who will sign this form. This Order must be signed by a majority of the Conservation Commission.

4

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

Melinda Upton

Benjamin Smith

Elizabeth Zulick

Kevin Farrington

☐ by hand delivery on

☐ by certified mail, return receipt requested, on

Date

Date

**F. Appeals**

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

**G. Recording Information**

This Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land



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Provided by MassDEP:

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eDEP Transaction # \_\_\_\_\_

Southborough

City/Town \_\_\_\_\_

## E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

1. Date of Issuance \_\_\_\_\_

Please indicate the number of members who will sign this form.

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

2. Number of Signers \_\_\_\_\_

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

*Benjamin Smith*

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

*Melinda Upton*

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

*Kevin Farrington*

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

*Elizabeth Zulick*

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

☐ by hand delivery on \_\_\_\_\_

☐ by certified mail, return receipt requested, on \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Pursuant to the vote taken by the Southborough Conservation Commission on January 7, 2021, the following signatures are made in accordance with M.G.L. c.110G and pursuant to said Commission's**





**Massachusetts Department of Environmental  
Protection**

Bureau of Resource Protection - Wetlands

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subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

SOUTHBOROUGH

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

SOUTHBOROUGH

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

142 BOSTON ROAD

Project Location

290-1129

MassDEP File Number

Has been recorded at the Registry of Deeds of:

<u>County</u>	<u>Book</u>	<u>Page</u>
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for:

<u>Property Owner</u>		
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and has been noted in the chain of title of the affected property in:

<u>Book</u>	<u>Page</u>
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In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant

Rev. 4/1/2010

**Additional Special Conditions  
Southborough Trails Committee  
142 Boston Road (MWRA)  
Map 58, Lot 2A**

**FINDINGS OF FACT:**

1. The project description is construction of a pedestrian boardwalk and a pedestrian footbridge on the Peninsula Trail off Route 30 over a portion of the Stony Brook.
2. Work will take place within Bordering Vegetated Wetlands (BVW), Bordering Land Subject to Flooding (BLSF), and Riverfront Area (RA).
3. Proposed work will temporarily impact 22 square feet of Bordering Land Subject to Flooding, but will leave no permanent impact.
4. Proposed work will temporarily impact 1,150 square feet of BVW, and 10 square feet of permanent impact from the installation of helical spires for the pedestrian boardwalk.
5. Proposed work will temporarily impact 1,279 square feet of Riverfront Area, and 14 square feet of permanent impact in the Inner Riparian Area from the installation of the boardwalk and bridge.
6. The Commission finds that the proposed mitigation of increased trail access and pedestrian safety is appropriate for the resource area impacts associated with the project.
7. The boardwalk will be elevated as such and provide gaps in the decking to alleviate shading.
8. The proposed pedestrian bridge shall span the entirety of the perennial stream from bank and to bank, therefore no in-water work is to be performed or required from this project.
9. As the project extends into Framingham, the Framingham Conservation Commission has issued an Order of Conditions for the project.
10. The replication area shall have an 80% success rate of all planted strata and shall be a requirement in perpetuity after the expiration of the Order or issuance of a Certificate of Compliance. Two years of monitoring reports shall be completed and submitted to the Commission after each growing season that outlines the success rates and any remedial actions necessary.
11. The replication area shall contain a native wetland seed mix.
12. The proposed replication area was chosen due to existing easements on the property that limit the areas that would not be impacted from work conducted by MWRA or associated utilities.

**Additional Special Conditions  
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142 Boston Road (MWRA)  
Map 58, Lot 2A**

13. Areas directly adjacent to the footbridge and boardwalk will require ongoing vegetation trimming to allow adequate pedestrian access. No permanent impacts are expected with this maintenance.
14. The final approved plans and materials are:
  - a. Site Plan titled “Peninsula Trail Boardwalk and Bridge Project (3 pages);” prepared by Beals & Thomas; stamped by David Lapoint, RLA No. 1277 and Kenneth Cole PLS No. 38033 ; last revised 9/16/2024; scale: varies.

**FINDINGS OF FACT UNDER THE SOUTHBOROUGH WETLANDS BYLAW AND REGULATIONS:**

1. Same as above.
2. The Commission hereby grants a waiver for work within the 20’ No Disturb Zone and wetland resource areas for the installation of this project. The mitigation for said work is the increased public access and connectivity to public trail systems. The installation of the boardwalk and bridge will cause an overall benefit as wetland soils will cease to be impacted from ongoing foot traffic.

**GENERAL & PRE-CONSTRUCTION CONDITIONS:**

**SC#1.** The findings of fact are incorporated as a special condition and given equal status as a special condition of this Order.

**SC#2.** All work shall be done in accordance with the final approved plan as stated in the Findings of Fact.

**SC#3.** Except where modified by the following special conditions, all work shall be performed in accordance with the plans and the Notice of Intent referenced above. Where a conflict exists between the referenced plans and these conditions, the conditions shall govern.

**SC#4.** Written notification of the construction start date is required to be submitted a minimum of 72 hours in advance.

**SC#5.** The Site Contractor shall be required to complete a **Contractor Affidavit of Service** and submit it to the Southborough Conservation Commission (SCC) office at least 72 hours prior to the pre-construction meeting.

**SC#6.** A pre-construction on-site meeting with SCC staff and/or representative, project supervisor, Site Contractor responsible for the work, or other relevant parties identified by the

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Applicant or the SCC is required prior to any work commencing on the site other than the installation of erosion controls. Erosion and sedimentation controls, and DEP File # signage will be inspected at this time. All required additional documentation (if any) shall be submitted in advance of this meeting being scheduled.

Please contact the SCC office at 508-281-8984 to arrange for the pre-construction meeting at least seventy-two (72) hours prior in advance. The meeting shall:

- a) Ensure that the requirements of the Order of Conditions are understood.
- b) Check administrative requirements (DEP file number sign, contact info. etc.).
- c) Inspect, adjust and expand, if necessary, the erosion control devices, installation and line.

**SC#7.** Only certified “weed-free and invasive-free” erosion control devices shall be installed to control erosion and sedimentation on the site as shown on the plans. In addition, **a sign showing the DEP File # shall be posted in a visible location on the site as specified in the standard conditions.**

**SC#8.** The Applicant shall provide the Conservation Agent with the name and telephone number in writing of the person designated as the emergency contact for all construction activities who will be immediately responsible for supervision of all work on the project site, and compliance with this Order of Conditions. The Applicant shall provide notification to the Conservation Administrator within 48 hours in the event that the contractor, emergency contact, or site supervisor has changed.

**SC#9.** The SCC reserves the right to require additional conditions if deemed necessary to protect resource areas and interests as defined in MGL Chapter 131 section 40 (310 CMR 10.00) or regulations promulgated thereunder after written notice to the Applicant and a legally advertised public hearing, conducted in accordance with applicable law.

**SC#10.** If unforeseen problems occur during construction which may affect the statutory interests of the Wetlands Protection Act, the bylaw or regulations promulgated thereunder, the SCC shall immediately be notified, and an immediate meeting shall be held between the SCC or its agent, the applicant, and other concerned parties to determine the correct measures to be employed. The Applicant shall then act to correct the problems using the corrective measures agreed upon. Subsequent to resolution, the activity and resulting actions shall be documented in writing. Absent good faith efforts by the Applicant to implement any such corrective measures, failure to comply with this Order of Conditions may constitute sufficient ground for the SCC to order all work to cease until compliance is achieved.

**SC#11.** It is the responsibility of the Applicant to complete any review required by all agencies with jurisdiction over the activity that is the subject of this Order of Conditions, and to procure

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all required permits or approvals before any work commenced to the extent such permits or approvals are required to execute the work in question.

**SC#12.** Members and agents of the SCC shall have the right to enter and inspect the premises to evaluate and ensure compliance with the conditions and performance standards stated in this Order, the Act, and 310 CMR 10.00, and may acquire any information, measurements, photographs, observations, and/or materials or may require the submittal of any data or information deemed necessary by the SCC for that evaluation.

**SC#13.** Any change made or intended to be made in the plans, shall require the Applicant to file a new Notice of Intent or to inquire of the SCC in writing whether the change is substantial enough to require a new filing or request an Amendment to the Order of Conditions.

**SC#14.** This Order shall apply to every successor in control or successor in interest of the property described in the Notice of Intent and accompanying plans, or part thereof. In the event of this land or any part thereof changing ownership before or during construction, the current owner shall notify the new owner prior to the transfer of ownership by registered mail of this Order and shall forward proof of this notification to the SCC.

**SC#15.** This Order and a copy of approved drawings and plans referenced in this Order shall be available at the project site at all times for easy reference.

**SC#16.** This Order of Conditions shall be included in all construction contracts and subcontracts dealing with the work proposed and shall supersede other contract requirements.

**DURING CONSTRUCTION:**

**SC#17.** Erosion controls shall be inspected daily (by the project engineer, landscape architect, site contractor, or other professional deemed qualified by the Conservation Administrator) and maintained or reinforced if necessary, during construction. After any storm event, any accumulated silt adjacent to the barriers shall be removed. The erosion control barrier shall remain in proper functioning condition until all disturbed areas have been stabilized with an adequate vegetative cover, after which the stakes shall be removed by permission of the SCC, and the silt fencing shall be completely removed and disposed of lawfully.

**SC#18.** The limit of work shall be strictly adhered to, and no activity shall occur within the 20-foot No Disturb Area, unless prior approval was granted by the SCC.

**SC#19.** If dewatering is necessary during construction, notification shall be made to the SCC to allow for the inspection and approval of the setup. Any water from the project work areas shall be effectively filtered or settled to remove silt and turbidity [by employing Best Management](#)

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Practices (BMPs) prior to discharging to any resource area. All areas where dewatering hoses are discharged shall be protected so as not to cause erosion.

**SC#20.** No plants listed on the latest Massachusetts Department of Agricultural Resources Prohibited Plant List may be brought onto or planted anywhere on the property.

**SC#21.** Erosion control matting or other methods of erosion control shall be installed on disturbed areas if necessary, as may be authorized by Agents or Members of the SCC.

**SC#22.** **Notification to the SCC shall be required when site work ceases for any length of time greater than 14 days.**

**SC#23.** Stabilization measures are required to be initiated immediately in portions of the site where earth-disturbing activities have permanently or temporarily ceased. Earth-disturbing activities have permanently ceased when clearing and excavation within any area of the construction site that will not include permanent structures has been completed. Earth-disturbing activities have temporarily ceased when clearing, grading, and excavation within any area of the site that will not include permanent structures will not resume (i.e. the land will be idle) for a period of fourteen (14) or more calendar days, but such activities will resume in the future.

**SC#24.** In no case, shall more than one (1) day pass without initiating stabilization measures in portions of the site where construction activities have temporarily or permanently ceased. Any of the following activities constitute the initiation of stabilization: Prepping the soil for vegetative or non-vegetative stabilization; Applying mulch or other non-vegetative product to the exposed area; Seeding or planting the exposed area; Starting any of the preceding stabilization activities on a portion of the area to be stabilized, but not on the entire area; and Finalizing arrangements to have stabilization product fully installed in compliance with the applicable deadline for completing stabilization as described below.

**SC#25.** Any stockpiles of materials, soils, or other erodible material that are expected to remain inactive for more than fourteen (14) days must also be stabilized by one of the aforementioned methods. All stockpiles shall also be surrounded by silt fence or other temporary perimeter sediment barrier and checked daily for evidence of migration of materials.

**SC#26.** As soon as is practicable, but no later than fourteen (14) calendar days after the initiation of soil stabilization measures, stabilization activities shall be completed as follows: For vegetative stabilization, all activities necessary to initially seed or plant the area to be stabilized, including, but not limited to, soil conditioning, application of seed or sod, planting of seedlings or other vegetation, application of fertilizer, and watering as needed; For non-vegetative stabilization, the installation or application of all such non-vegetative measures.

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**SC#27.** Exceptions to the deadlines for initiating and completing stabilization activities may be granted by the SCC in cases of drought or when circumstances beyond the control of the Contractor cause delays.

**SC#28.** All debris, fill, and excavated material shall be stockpiled far enough away from designated wetlands, and at a location to prevent sediment from surface runoff entering wetlands. At no time, shall any debris or other material be buried or disposed of within that line marked on the plan as wetland.

**SC#29.** Stockpiles of soils, aggregate, or any other unconsolidated construction materials permitted by this order within 100-foot buffer zones shall be covered with tarpaulins when not being worked with. Stockpiles in place for greater than twenty-four (24) hours shall be ringed with erosion control devices and covered by properly secured tarpaulins at the close of each workday. The areas of construction shall remain in a stable condition at the close of each construction day.

**SC#30.** Measures to prevent and control erosion of soil at the site shall be implemented and maintained until the site is permanently stabilized. Erosion and siltation of soils must be prevented at all times by an effective control device.

**SC#31.** Should any erosion or sedimentation control measures fail; immediate attention will be given by the Applicant or representative to correcting the failure and to rectify any adverse impact from the failure, for example, by the removal of any silt or debris that any have bypassed the control measure. The SCC must be notified within 24 hours of the failure.

**SC#32.** Any damage caused as a result of this project to any wetland resource areas, shall be the responsibility of the Applicant to promptly repair, restore, and/or replace. Sedimentation or erosion into these areas shall be considered damage to wetland resource areas. If sediment reaches these areas, the SCC shall be contacted and a plan for abatement of the problem and proposed restoration and/or mitigation measures shall be submitted for approval and implementation.

**SC#33.** The SCC reserves the right to impose additional conditions on portions of this project to mitigate any impacts which are the result of the failure of the applicant to undertake the work in accordance with this Order and which, without the imposition of such additional conditions, are likely to result in site erosion or a noticeable degradation of surface water quality discharging from the site.

**SC#34.** Material of construction and equipment shall be stored in a manner and location that will minimize the compaction of soils and the concentration of runoff.

**SC#35.** All waste products, grubbed stumps, slash, construction materials, etc. which result from the project shall be properly disposed of in accordance with applicable regulations and shall not

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be incorporated into the project site construction with the exceptions of the reduction of stumps and slash to mulch, and the use of inert materials such as pulverized or broken asphalt, brick or concrete as fill or subbase below pavement.

**SC#36.** Used petroleum products resulting from the maintenance of construction equipment and construction debris shall be collected and disposed of off-site in accordance with applicable regulations. No on-site disposal of these items is allowed.

**SC#37.** Servicing of equipment, (fueling, changing, adding or applying lubricants or hydraulic fluids) must be done outside the 100-Foot Buffer Zone (BZ). Equipment must be maintained to prevent leakage or discharge of pollutants. Cement trucks shall not be washed out within the BZ or into any drainage system. Overnight storage of equipment must be a minimum of fifty (50) feet from the wetland boundary.

**POST CONSTRUCTION AND ONGOING CONDITIONS:**

**SC#38.** Erosion controls shall not be removed without prior consent from the SCC to ensure the site is stable.

**SC#39.** Stabilized slopes shall be maintained as designed and constructed by the property owner of record.

**SC#40.** If an Extension to the Order of Conditions (“OOC”) is being sought, a written request must be received at the SCC office at least thirty (30) days in advance of the expiration date of the OOC. The written request shall include an explanation as to why an extension is needed, and the length of time the extension is being sought for (no more than 3 years). Failure to submit an Extension request in accordance with the requirements of this Special Condition shall be grounds for denial of the request.

**SC#41.** In order for a project to be released from an Order of Conditions, a request for a Certificate of Compliance is required in writing.

**SC#42.** Prior to requesting a Certificate of Compliance, the engineer of record shall certify that all cut materials used on site or disposed of off-site, was disposed of in accordance with MassDEP and/or all federal and local regulations.

**SC#43.** Upon completion of construction, all work regulated by this Order, and final stabilization, the Applicant/owner shall submit the following to request a Certificate of Compliance from the SCC:



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- a) Two (2) copies of a completed request for Certificate of Compliance form (WPA Form 8A) and a check in the appropriate amount made out to the “Town of Southborough”.
- b) Two (2) copies of a stamped “As-Built” plan depicting post construction conditions on the work site, prepared by a professional engineer or land surveyor certifying that the site has been developed in accordance with the conditions of this Order, and showing in detail the exact location of all structures and the topography of the finished grades of the site, along with a letter from a registered professional engineer certifying compliance of the property with this Order of Conditions and detailing any deviations from the approved plans and their potential effect on the project. A statement that the work is in “substantial compliance” with no detailing of the deviations shall not be accepted.
- c) A PDF file sent electronically to the Conservation Agent of all items detailed above.

**SC#44.** Any siltation barrier (silt fence) shall be removed and disposed of lawfully before a Certificate of Compliance will be issued, once the site has been completely stabilized and the SCC has given permission to do so. All other erosion control devices, such as straw bales, straw wattles, compost filter socks, silt sacks, etc. may be removed once permission is sought from and given by the SCC.

**SC#45.** Dumping Prohibited: There shall be no dumping of leaves, grass clippings, brush or other debris into any wetland resource area (including the 100-Foot Buffer Zone). Landscaping debris shall be removed from the site and disposed of in a legal fashion. This condition shall survive the expiration of this Order and shall be included as a continuing condition on the Certificate of Compliance.

**SC#46.** No synthetic pesticides or herbicides may be applied within wetland buffer zones on the site. This condition shall survive the expiration of this Order and shall be included as a continuing condition on the Certificate of Compliance.

**SC#47.** Landscape Plantings: No plants listed on the latest Massachusetts Department of Agricultural Resources Prohibited Plant List may be brought onto or planted anywhere on the property. This condition shall survive the expiration of the Order and shall be included as a continuing condition on the Certificate of Compliance.

**SC#48.** Additional Alteration Prohibited: There shall be no additional alterations of areas under SCC jurisdiction without the required review and permit(s). This condition shall survive the expiration of the Order and shall be included as a continuing condition on the Certificate of Compliance.

**Additional Special Conditions  
Southborough Trails Committee  
142 Boston Road (MWRA)  
Map 58, Lot 2A**

**SC#49.** The replication area shall have an 80% success rate of all planted strata and shall be a requirement in perpetuity after the expiration of the Order or issuance of a Certificate of Compliance. Two years of monitoring reports shall be completed and submitted to the Commission after each growing season that outlines the success rates and any remedial actions necessary.

**SC#50.** The replication area shall contain straight natives only, including shrubs and seed mixes. Final location and type of shrubs shall be submitted to the Agent for approval prior to installation.

# # #



# PENINSULA TRAIL BOARDWALK AND BRIDGE PROJECT

NEAR RT. 30 / STONY BROOK ROAD  
SOUTHBOROUGH MASSACHUSETTS  
(Worcester County)

## APPLICANT

Southborough Trails Committe  
17 Common Street  
Southborough, Massachusetts 01772

## CIVIL ENGINEER AND WETLAND SCIENTIST

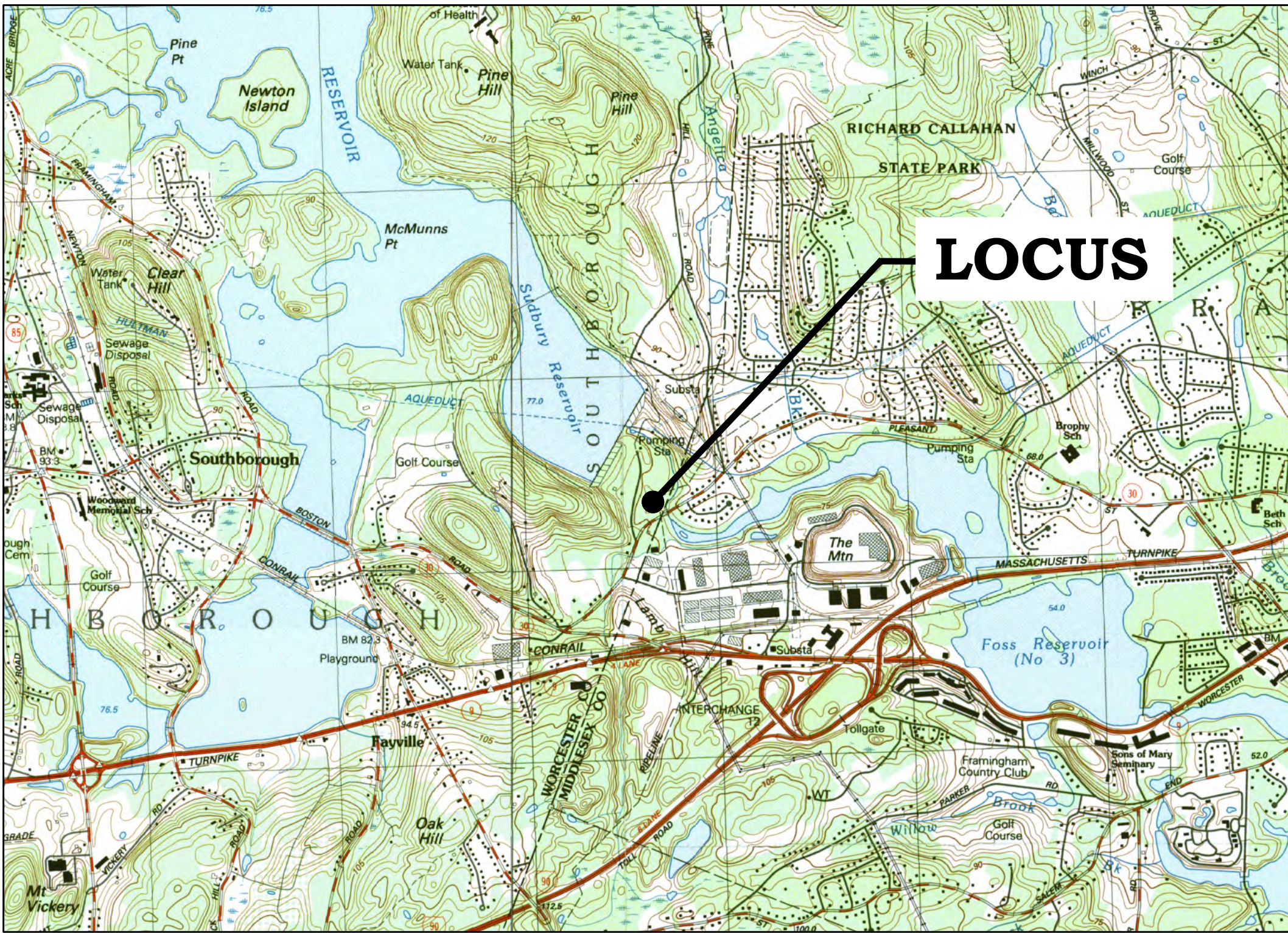
Beals and Thomas, Inc.  
144 Turnpike Road  
Southborough, Massachusetts 01772

## STRUCTURAL ENGINEER

Gill Engineering Associates, Inc.  
63 Kendrick Street  
Needham, Massachusetts 02494

## STRUCTURAL MANUFACTURER

Creative Composites Group  
214 Industrial Lane  
Alum Bank, Pennsylvania 15521



Locus Map  
Scale: 1" = 2,000'



## SHEET INDEX

	Cover Sheet
C1.1	Index Sheet
C2.1	Site Plan

Issued For Permitting - September 16, 2024

Job No.: 3518.00  
Plan No.: 351800P001A  
Sheet 1 of 3



GENERAL NOTES

1. MAKE NECESSARY CONSTRUCTION NOTIFICATIONS AND OBTAIN NECESSARY CONSTRUCTION PERMITS. THE CONTRACTOR SHALL PAY FEES AND POST BONDS ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER AND ARCHITECT AS REQUIRED.
2. CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY AND CONSTRUCTION MEANS AND METHODS.
3. LIMIT OF WORK SHALL BE EROSION CONTROL BARRIERS, LIMIT OF GRADING, SITE PROPERTY LINES, AND/OR AS INDICATED ON DRAWINGS.
4. PORTIONS OF THE ROADWAY, SIDEWALK, AND ROADSIDE AREA DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION PRIOR TO DISTURBANCE. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
5. VERIFY UTILITY STUB LOCATIONS AND ELEVATIONS IN THE FIELD PRIOR TO COMMENCING WORK.
6. ANY ALTERATION TO THESE DRAWINGS MADE IN THE FIELD DURING CONSTRUCTION SHALL BE RECORDED BY THE CONTRACTOR ON RECORD DRAWINGS.
7. EXISTING TREES AND SHRUBS OUTSIDE THE LIMITS OF GRADING SHALL BE REMOVED ONLY UPON PRIOR APPROVAL OF THE OWNER.
8. CONTRACTORS AND SUBCONTRACTORS SHALL OBTAIN A TRENCH PERMIT PRIOR TO ANY TRENCHING ON SITE IN ACCORDANCE WITH 520 CMR 14.00.
9. PROVIDE AND IMPLEMENT A TRAFFIC MANAGEMENT PLAN FOR WORK THAT AFFECTS THE PUBLIC TRAVEL WAY, INCLUDING PEDESTRIAN AND CYCLIST PATHS OF TRAVEL.
10. FOR DRAWING LEGIBILITY, EXISTING TOPOGRAPHIC FEATURES, EXISTING UTILITIES, PROPERTY BOUNDARIES, EASEMENTS, ETC. MAY NOT BE SHOWN ON DRAWINGS. REFER TO REFERENCED DRAWINGS AND OTHER DRAWINGS IN THIS SET FOR ADDITIONAL INFORMATION.

EROSION CONTROL AND SEDIMENTATION NOTES

1. INSTALL SEDIMENT CONTROL BARRIER AT THE EDGE OF PROPOSED WORK AS INDICATED ON THE DRAWINGS PRIOR TO THE COMMENCEMENT OF DEMOLITION OR CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTATION OF THE REQUIREMENTS AND CONDITIONS OF THE PROJECT CONSTRUCTION PERIOD POLLUTION PREVENTION PLAN (CPPPP) AND THE EPA CONSTRUCTION GENERAL PERMIT (CGP).
3. CLEAN AND MAINTAIN SEDIMENT AND EROSION CONTROL MEASURES FOR THE DURATION OF CONSTRUCTION TO ENSURE THEIR CONTINUED FUNCTIONALITY.
4. IMPLEMENT ADDITIONAL EROSION CONTROL MEASURES AND/OR SEDIMENT CONTROL BARRIERS AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
5. INSPECT AND MAINTAIN EROSION AND SEDIMENTATION CONTROL MEASURES DAILY DURING CONSTRUCTION TO ENSURE THAT CHANNELS, DITCHES, AND PIPES REMAIN CLEAR OF DEBRIS AND THAT THE EROSION AND SEDIMENTATION CONTROL MEASURES ARE INTACT.
6. MAINTAIN POINTS OF CONSTRUCTION EGRESS OR INGRESS TO PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC WAYS. ANY SEDIMENT TRACKED ONTO PUBLIC WAYS SHALL BE SWEEPED AT THE END OF EACH WORKING DAY.
7. LOCATE STOCKPILE AREAS WITHIN LIMIT OF WORK LINE AND STABILIZE STOCKPILES TO PREVENT EROSION.
8. LEGALLY DISPOSE DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES OFF SITE.
9. PROVIDE CRIBBING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
10. PROTECT SITE ELEMENTS TO REMAIN FOR THE DURATION OF CONSTRUCTION.
11. STRIP TOPSOIL ENCOUNTERED WITHIN THE LIMIT OF WORK TO ITS FULL DEPTH AND STOCKPILE FOR REUSE. DISPOSE EXCESS TOPSOIL ON SITE AS DIRECTED BY OWNER. TOPSOIL STOCKPILES SHALL REMAIN SEGREGATED FROM OTHER EXCAVATED SOIL MATERIALS.
12. PROVIDE DUST CONTROL BY SPRINKLING OR OTHER APPROVED METHODS NECESSARY AND/OR AS DIRECTED BY THE OWNER OR THEIR REPRESENTATIVE.
13. PREVENT SOIL AND MATERIALS FROM ENTERING WETLANDS, STREAMS, AND OTHER RESOURCE AREAS.






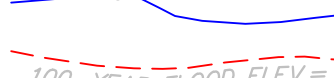

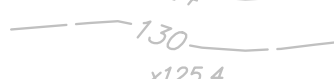






LAYOUT AND MATERIALS NOTES

1. LINES AND DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINES FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.
2. VERIFY CONDITIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER AND OWNER'S REPRESENTATIVE FOR RESOLUTION.
3. NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN SITE PLAN DIMENSIONS BEFORE PROCEEDING WITH ANY PORTION OF SITE WORK WHICH MAY BE AFFECTED SO THAT PROPER ADJUSTMENTS TO THE SITE LAYOUT CAN BE MADE IF NECESSARY.
4. PROTECT EXISTING PROPERTY MONUMENTS AND ABUTTING PROPERTIES DURING CONSTRUCTION.

REFERENCES

1. EXISTING CONDITIONS INFORMATION RETRIEVED FROM MASSGIS DATA. EXISTING SURFACE COVER TYPES AND BOUNDARIES HAVE BEEN ESTIMATED UPON MASSMAPPER 2023 AERIAL IMAGERY.
2. WETLAND RESOURCE AREA DELINEATION PERFORMED BY BEALS AND THOMAS, INC. ON JUNE 14, 2024 AND LOCATED USING A TRIMBLE SPECTRA HANDHELD UNIT.

EXISTING LEGEND AND ABBREVIATIONS

	TREE LINE
	BUILDING
	APPROXIMATE GPS BOUNDARY OF ISOLATED VEGETATED WETLAND
	APPROXIMATE GPS BOUNDARY OF B+T SURVEY LOCATED BOUNDARY OF BORDERING VEGETATED WETLAND
	APPROXIMATE GPS BOUNDARY OF MEAN ANNUAL HIGH WATER/ FLAG
	B+T SURVEY LOCATED BOUNDARY OF MEAN ANNUAL HIGH WATER/ FLAG
	100-YEAR FLOOD ELEVATION
	100' BUFFER ZONE
	MINOR CONTOUR
	MAJOR CONTOUR
	SPOT ELEVATION
	EDGE OF WATER
	BITUMINOUS CONCRETE
	EDGE OF PAVEMENT



BEALS AND THOMAS, INC. SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, OR PROCEDURES UTILIZED BY THE CONTRACTOR, NOR FOR THE SAFETY OF PUBLIC OR CONTRACTOR'S EMPLOYEES; OR FOR THE FAILURE OF THE CONTRACTOR TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

NO PART OF THIS DOCUMENT MAY BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC, MECHANICAL, PHOTOCOPYING, RECORDING OR OTHERWISE WITHOUT THE PRIOR WRITTEN PERMISSION OF BEALS AND THOMAS, INC. EXCEPT THAT ANY REGULATORY AUTHORITY MAY REPRODUCE AND TRANSMIT COPIES AS REQUIRED IN CONJUNCTION WITH PERFORMANCE OF OFFICIAL BUSINESS UNDER ITS JURISDICTION. ANY MODIFICATIONS TO THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF BEALS AND THOMAS, INC. SHALL RENDER IT INVALID AND UNUSABLE.

PREPARED FOR:

SOUTHBOROUGH  
TRAILS  
COMMITTEE

17 COMMON STREET  
SOUTHBOROUGH, MASSACHUSETTS  
01772



09/16/2024

FOR PERMITTING  
ONLY

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PREPARED BY:



BEALS AND THOMAS, INC.  
144 Turnpike Road, Suite 210  
Southborough, Massachusetts 01772-2104  
T 508.366.0560 | www.bealsandthomas.com

5		
4		
3		
2		
1		
0	09/16/2024	ISSUED FOR PERMITTING
	ISSUE DATE	DESCRIPTION
NBB	NBB	DJL
DES	DWN	CHK'D
		APP'D

PROJECT:  
**PENINSULA TRAIL  
BOARDWALK AND  
BRIDGE PROJECT**  
NEAR RT. 30/STONY BROOK ROAD  
SOUTHBOROUGH, MASSACHUSETTS

SCALE: 1" = 40' DATE: SEPTEMBER 16, 2024



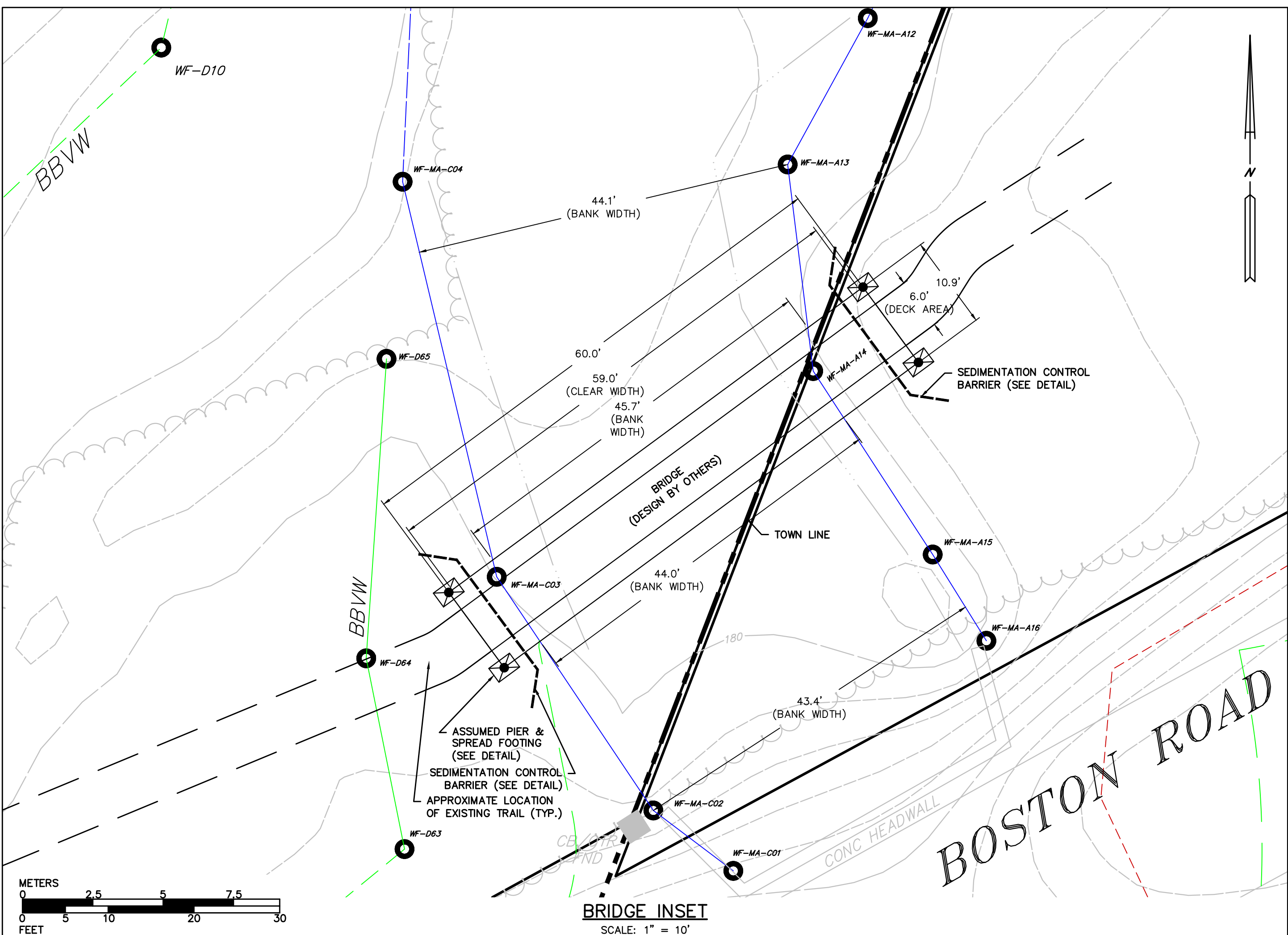
INDEX SHEET

B+T JOB NO.3518.00

B+T PLAN NO.  
351800P001A-002

C1.1





±47 S.F. WETLAND REPLICATION AREA  
(SEEDED WITH WETLAND SEED MIX)

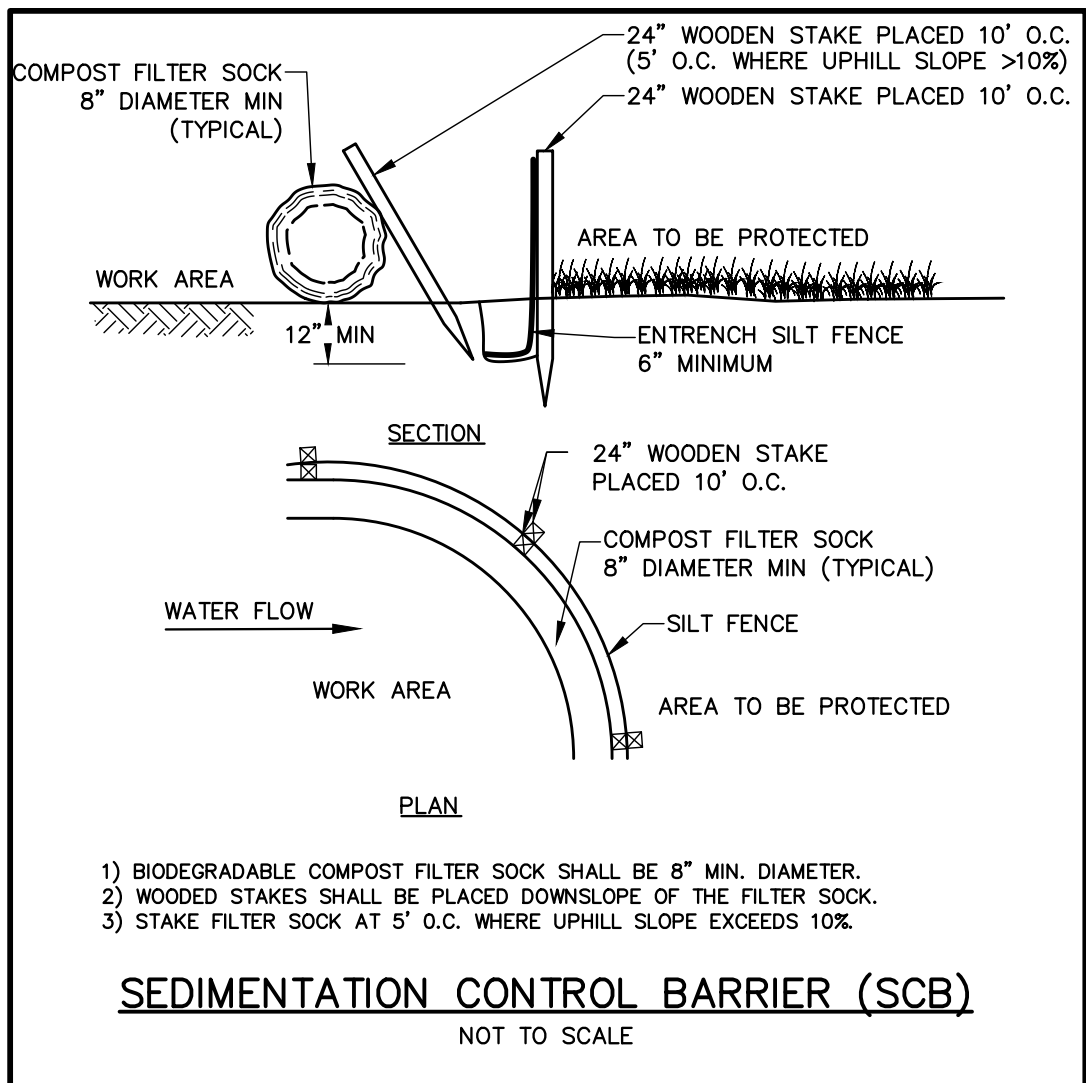
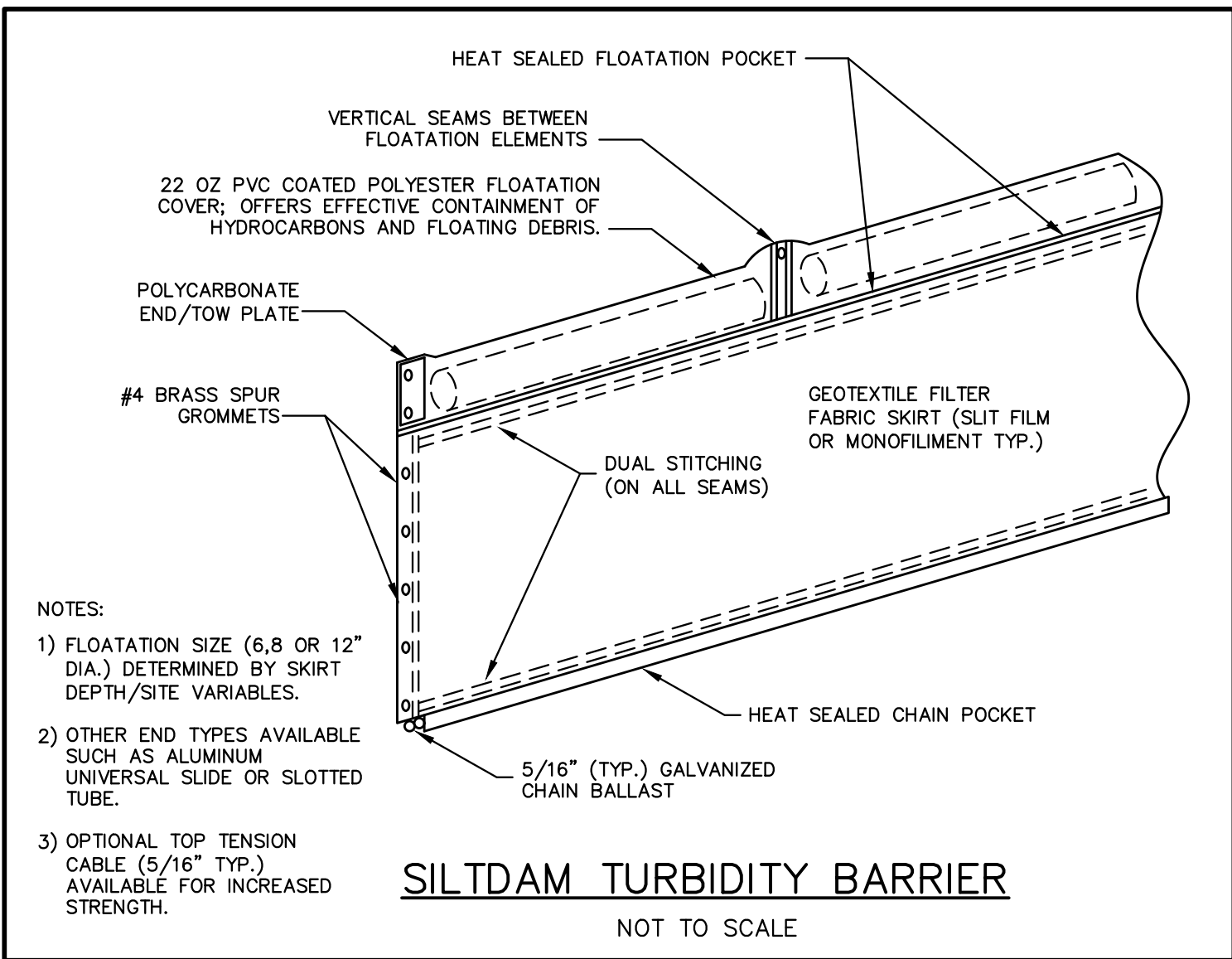
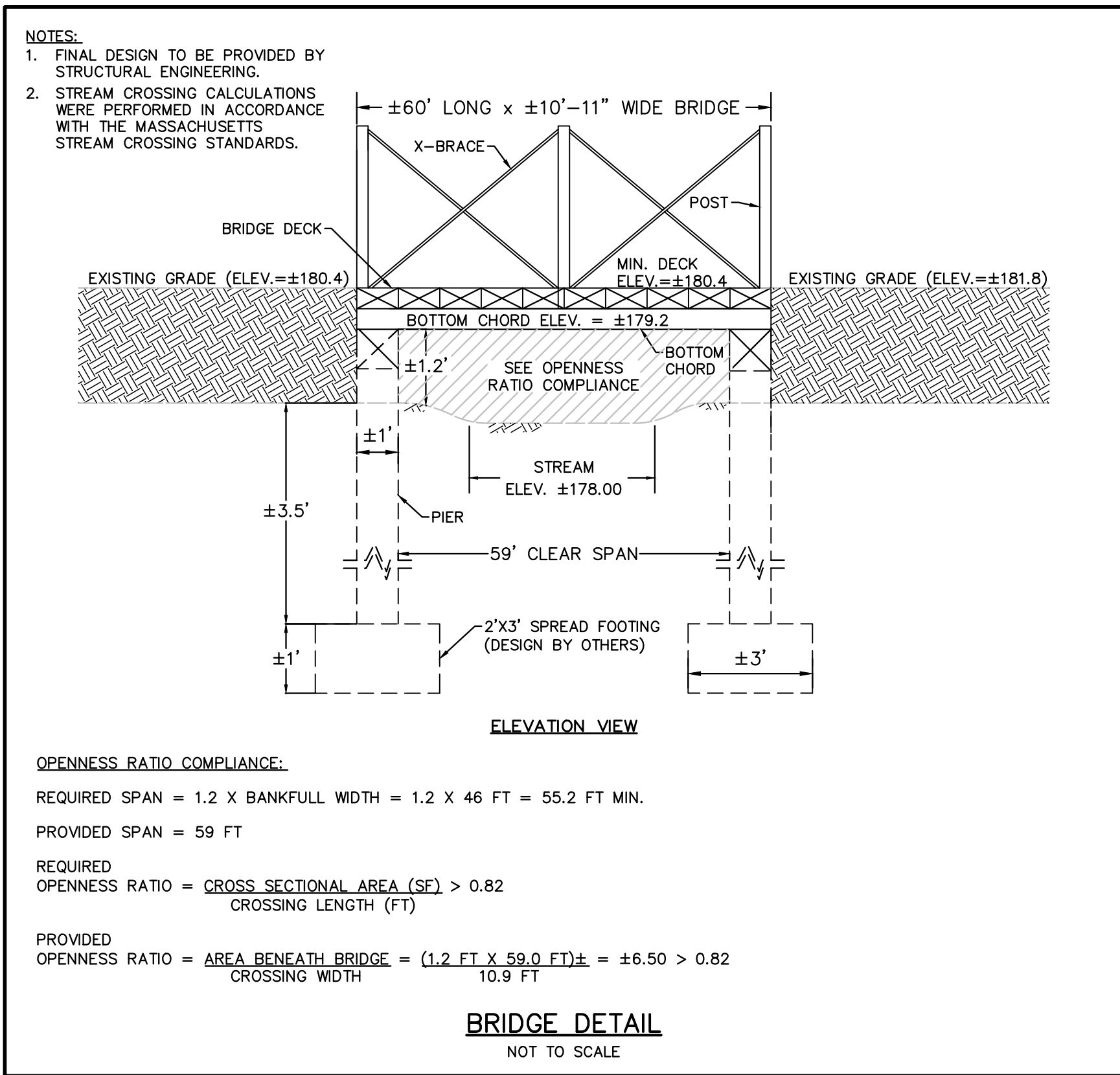
WF-D20

BBVW

WF-D19

WETLAND  
REPLICATION INSET

SCALE: 1" = 10'



NO PART OF THIS DOCUMENT MAY BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC, MECHANICAL, PHOTOCOPYING, RECORDING OR OTHERWISE WITHOUT THE PRIOR WRITTEN PERMISSION OF BEALS AND THOMAS, INC. EXCEPT THAT ANY REGULATORY AUTHORITY MAY REPRODUCE AND TRANSMIT COPIES AS REQUIRED IN CONJUNCTION WITH PERFORMANCE OF OFFICIAL BUSINESS UNDER ITS JURISDICTION. ANY MODIFICATIONS TO THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF BEALS AND THOMAS, INC. SHALL RENDER IT INVALID AND UNUSABLE.





**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

158-1672

MassDEP File #

eDEP Transaction #

Framingham

City/Town

**A. General Information**

**Please note:**  
 this form has  
 been modified  
 with added  
 space to  
 accommodate  
 the Registry  
 of Deeds  
 Requirements

**Important:**  
 When filling  
 out forms on  
 the  
 computer,  
 use only the  
 tab key to  
 move your  
 cursor - do  
 not use the  
 return key.



1. From: Framingham  
 Conservation Commission

2. This issuance is for (check one): a. ☒ Order of Conditions b. ☐ Amended Order of Conditions

3. To: Applicant:

Kathryn

a. First Name

McKee

b. Last Name

Town of Southborough, c/o the Southborough Trails Committee

c. Organization

17 Common Street

d. Mailing Address

Southborough

e. City/Town

MA

f. State

01772

g. Zip Code

4. Property Owner (if different from applicant):

a. First Name

Massachusetts Water Resources Authority

c. Organization

Deer Island, 33 Tafts Avenue

d. Mailing Address

Boston

e. City/Town

b. Last Name

MA

f. State

02128

g. Zip Code

5. Project Location:

142 Boston Road

a. Street Address

74

c. Assessors Map/Plat Number

Latitude and Longitude, if known:

42d18m15.12s

d. Latitude

Southborough/ Framingham

b. City/Town

96-1097

d. Parcel/Lot Number

-71.d29m21.948s

e. Longitude



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

158-1672

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Framingham

City/Town

**A. General Information (cont.)**

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):

Middlesex

a. County

22029

c. Book

b. Certificate Number (if registered land)

554

d. Page

7. Dates: 10/07/2024 10/26/2024 11/6/24  
a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):

Peninsula Trail Boardwalk and Bridge Project - Southborough and Framingham, MA

a. Plan Title

Beals and Thomas, Inc/

b. Prepared By

September 16, 2024

d. Final Revision Date

Bridge and Boardwalk Samples - Pultrusions

f. Additional Plan or Document Title

David J. Lapointe, RLA

c. Signed and Stamped by

As Shown

e. Scale

12/18/2020

g. Date

**B. Findings**

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

- a. ☒ Public Water Supply b. ☐ Land Containing Shellfish c. ☒ Prevention of Pollution  
d. ☒ Private Water Supply e. ☒ Fisheries f. ☒ Protection of Wildlife Habitat  
g. ☒ Groundwater Supply h. ☒ Storm Damage Prevention i. ☒ Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

**Approved** subject to:

- a. ☒ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

158-1672

MassDEP File #

eDEP Transaction #

Framingham

City/Town

**B. Findings (cont.)**

**Denied** because:

- b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
3. ☐ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a)                      a. linear feet

**Inland Resource Area Impacts:** Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	<u>                    </u> a. linear feet	<u>                    </u> b. linear feet	<u>                    </u> c. linear feet	<u>                    </u> d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	<u>                    </u> a. square feet	<u>                    </u> b. square feet	<u>                    </u> c. square feet	<u>                    </u> d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	<u>                    </u> a. square feet	<u>                    </u> b. square feet	<u>                    </u> c. square feet	<u>                    </u> d. square feet
	<u>                    </u> e. c/y dredged	<u>                    </u> f. c/y dredged		
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	<u>12</u> a. square feet	<u>12</u> b. square feet	<u>0</u> c. square feet	<u>0</u> d. square feet
Cubic Feet Flood Storage	<u>0</u> e. cubic feet	<u>0</u> f. cubic feet	<u>0</u> g. cubic feet	<u>0</u> h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	<u>                    </u> a. square feet	<u>                    </u> b. square feet		
Cubic Feet Flood Storage	<u>                    </u> c. cubic feet	<u>                    </u> d. cubic feet	<u>                    </u> e. cubic feet	<u>                    </u> f. cubic feet
9. <input checked="" type="checkbox"/> Riverfront Area	<u>12 perm</u> <u>1,279 temp</u> <u>12 perm</u> <u>638 temp</u> <u>641 temp</u> g. square feet	<u>12 perm</u> <u>1,279 temp</u> <u>12 perm</u> <u>638 temp</u> <u>641 temp</u> h. square feet	<u>0</u> <u>e. square feet</u> <u>0</u> <u>i. square feet</u>	<u>0</u> <u>f. square feet</u> <u>0</u> <u>j. square feet</u>
Sq ft within 100 ft				
Sq ft between 100-200 ft				





**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

158-1672

MassDEP File #

eDEP Transaction #

Framingham

City/Town

**B. Findings (cont.)**

**Coastal Resource Area Impacts:** Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. <sup>cu yd</sup> nourishment	d. <sup>cu yd</sup> nourishment
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. <sup>cu yd</sup> nourishment	d. <sup>cu yd</sup> nourishment
15. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		
22. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

158-1672

MassDEP File #

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Framingham

City/Town

**B. Findings (cont.)**

\* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23. ☐ Restoration/Enhancement \*:

a. square feet of BVW

b. square feet of salt marsh

24. ☒ Stream Crossing(s):

1

0

a. number of new stream crossings

b. number of replacement stream crossings

**C. General Conditions Under Massachusetts Wetlands Protection Act**

**The following conditions are only applicable to Approved projects.**

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
  - a. The work is a maintenance dredging project as provided for in the Act; or
  - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
  - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on 11/6/27 unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

158-1672

MassDEP File #

eDEP Transaction #

Framingham

City/Town

**C. General Conditions Under Massachusetts Wetlands Protection Act**

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,
 

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]  
 "File Number                      158-1672                      "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
  - (1) ☐ is subject to the Massachusetts Stormwater Standards
  - (2) ☒ is NOT subject to the Massachusetts Stormwater Standards

**If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
  - i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
  - ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
  - iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;

v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:

i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and

ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

- g) The responsible party shall:
  - 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
  - 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
  - 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

**See Attachments**

- 20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



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## D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? ☒ Yes ☐ No
2. The Framingham hereby finds (check one that applies):  
 Conservation Commission
  - a. ☐ that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:
 

1. Municipal Ordinance or Bylaw	2. Citation
---------------------------------	-------------

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.
  - b. ☒ that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:
 

Framingham Wetlands Protection Bylaw	Article V,
1. Municipal Ordinance or Bylaw	Section 18
3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.  
 The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

See Attachments



**Massachusetts Department of Environmental Protection**  
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## E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

11/6/24

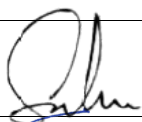


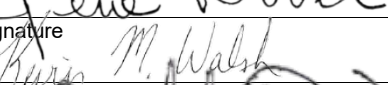
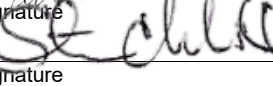

1. Date of Issuance

Please indicate the number of members who will sign this form.

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

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

	Sampath Bade
Signature	Printed Name
	Steven Weisman
Signature	Printed Name
	David Anderson
Signature	Printed Name
	Eugene Novak
Signature	Printed Name
	Kevin Walsh
Signature	Printed Name
	Steven DeNicola
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name

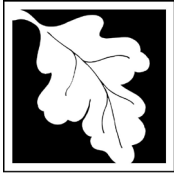
☐ by hand delivery on

☐ by certified mail, return receipt requested, on

Date

Date





**Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands**

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40 &  
Framingham Wetlands Protection Ordinance, Article V, Section 18

Provided by MassDEP:

**158-1672**

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**Framingham**

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**Special Conditions Under  
The Wetlands Protection Act and  
Framingham Wetlands Protection Ordinance  
142 Boston Road**

**Final Approved Documents:**

1. *Notice of Intent for Southborough Trails Committee Boardwalk-Footbridge Project at 142 Boston Road Framingham, Massachusetts*; prepared by Beals and Thomas, Inc.; dated September 18, 2024.

**Final Approved Plans:**

1. *Peninsula Trail Boardwalk and Bridge Project – Southborough and Framingham, MA*; prepared by Beals and Thomas, Inc; dated June 16, 2024; stamped and signed by David J. Lapointe, RLA and Kenneth Conte, PLS; 10 sheets.

**Findings of Fact:**

The Site is located along the municipal boundary between Southborough and Framingham, Massachusetts. The parcel located in Framingham consists of a portion of 3-acre parcel identified as Framingham Assessors Parcel 74-96-1097. The Site is bounded by the northwest by the Sudbury Reservoir, to the north and south by forested wetlands and uplands, to the south by Route 30, and to the east by residential properties. The Site is undeveloped aside from a portion of the Bay Circuit Trail.

Resource Areas Subject to Protection under the Massachusetts Wetlands Protection Act (M.G.L. ch.131, s.40) and its regulations at 310 CMR 10.00 (collectively “the Act”) as well as the Framingham Wetlands Protection Bylaw (Article V, s.18) and its associated regulations (collectively “the Bylaw”) present at the Site include Bordering Vegetated Wetland (BVW), inland Bank and Land Under Water (LUW) to Stoney Brook, Bordering Land Subject to Flooding (BLSF), and Riverfront Area (RA). Other Jurisdictional Areas present on the Site include the following:

- The 30-foot No Alteration Zone (Bylaw);
- The 50-foot No Build Zone (Bylaw);
- The 100-foot Buffer Zone (Act/Bylaw); and
- The 125-foot Buffer Zone (Bylaw).

The Applicant proposes construct a 50-foot long by 6-foot-wide raised boardwalk along a portion of the Peninsula Trail and a 60-foot long by 6-foot-wide bridge over Stoney Brook. These crossings will connect Peninsula Trail, Boroughs Loop Trail, and Aquaduct Trail in Southborough with the Bay Circuit Trail in Framingham. Out of these two (2) structures, only a portion of the bridge over Stoney Brook is within Framingham.

The following work is proposed within Framingham:

- Installation of erosion controls;
- Construction of two (2) 2-foot by 3-foot spread footings;
- Installation of bridge decking; and
- Restoration of temporarily disturbed areas.

Work is located within BVW, BLSF, RA and 100-foot Buffer Zone to Bank under the Act and the 30-foot No Alteration Zone and 50-foot No Build Zone under the Bylaw. The boardwalk has been designed to avoid impacts to below the Bank of Stoney Brook.

As a proposed stream crossing, the boardwalk is designed to meet the Massachusetts Stream Crossing Standards by providing an openness ratio of approximately 6.50 and a span length of at least 1.2 times bankfull width.

## **Approved Alterations within Jurisdictional Areas**

Work will take place within BLSF, RA, and the 100-foot Buffer Zone to Bank and BVW. Work is also proposed within the 30-foot No Alteration Zone, the 50-foot No Build Zone, the 100-foot Buffer Zone and the 125-foot Buffer Zone under the Bylaw. A Bylaw waiver has been granted for work within the 30-foot No Alteration Zone and 50-foot No Build Zone.

The following alterations of Resource Areas located within the City of Framingham are approved under this OOC:

- 12 sf of temporary BLSF alteration
- 12 sf of permanent and 1,279 sf of temporary RA alteration.

## **Special Conditions**

### **General Requirements**

21. The findings of fact are incorporated as a special condition and given equal status as a special condition of this Order.
22. All Conditions (Sec. C. above) Under Massachusetts Wetlands Protection Act apply under the Framingham Wetlands Protection Ordinance (Article V, Section 18).
23. The Commission, or Agent of the Commission, reserves the right to require additional conditions if deemed necessary to protect resource areas and interests as defined in MGL Chapter 131 Section 40 (310 CMR 10.00) and/or the Framingham Wetlands Protection Ordinance (Article V, Section 18), or regulations promulgated thereunder.
24. This document shall be included in all construction contracts, subcontracts, and specifications dealing with the work proposed and shall supersede any conflicting contract requirements. The Applicant shall ensure that all contractors, subcontractor and other personnel performing the permitted work are fully aware of the permit's terms and conditions. Thereafter, the contractor will be held jointly liable for any violation of this Order resulting from failure to comply with its conditions. Nothing in this paragraph shall limit or restrict the liability of the Applicant for violations of this order.
25. This Order and a copy of approved drawings and plans shall be available at the project site at all times for easy reference.

## **Prohibitions and Violations**

26. No work, storage, or alterations of any kind are permitted before, during, or after construction within the 30 foot No Alteration Zone (defined in Section III. C. of the Framingham Wetland Regulations) up-gradient from the edge of wetland Resource Areas and demarcated on the Plan of Record unless the Commission has granted a waiver to this requirement.
27. If unforeseen problems occur during construction which may affect the statutory interests of the Wetlands Protection Act, the Bylaw or regulations promulgated hereunder, the Commission shall immediately be notified, and an immediate meeting shall be held between the Commission or its Agent, the Applicant, and other concerned parties to determine the correct measures to be employed. The Applicant shall then act to correct the problems using the corrective measures agreed upon. Subsequent to resolution, the activity and resulting actions shall be documented in writing.
28. Any damage caused as a result of this project to any wetland resource areas, shall be the responsibility of the Applicant to repair, restore and/or replace. Sedimentation or erosion into these areas shall be considered damage to wetland resource areas. If sediment reaches these areas the Commission shall be contacted and a plan for abatement of the problem and proposed restoration/mitigation measures shall be submitted for approval and implementation.
29. Work shall be halted on the site if an Agent of the Commission or DEP determines that any of the work is not in compliance with this Order of Conditions.
30. Violation of any condition may result in fines (Section VI of the Framingham Wetland Regulations) and other enforcement actions.
31. Only invasive-free erosion control devices shall be used (including but not limited to sediment fence, straw wattles, salt marsh hay, bark mulch products, proprietary matting, and fiber rolls).
32. Any changes to approved plans desired by the Applicant or Contractor must first be approved by the Conservation Commission or agent of the Commission.

## **Conditions Prior to Construction**

33. Within thirty (30) days of the issuance of this Order of Conditions, the applicant, property owner, project representative, or other applicable party must record the original copy of the Order with the Registry of Deeds. Proof of recording is required to be submitted to the Commission or Conservation Administrator(s) of the Commission prior to the Pre-construction Meeting and commencement of work.
34. Prior to the commencement of any activity on this site other than placement of sediment controls, there shall be a Pre-Construction Meeting between the project supervisor, the contractor responsible for the work, and a member of the Conservation Commission or its Administrator. Please contact the Conservation Commission office at (508) 532-5460 at least seventy-two (72) hours prior to any activity to arrange for the pre-construction meeting. The meeting shall:
  - a. Ensure that the requirements of the Order of Conditions are understood.
  - b. Check administrative requirements (DEP file number sign, recording info, contact information, etc.)
  - c. Adjust and expand, if necessary, the staked erosion control line.
35. The applicant, representative, contractors and sub-contractors associated with this project shall sign an Order of Conditions Acknowledgement Form, stating that they have received and understand this Order of Conditions. This Form shall be submitted to the Commission during the pre-construction site visit. Should any of the aforementioned parties change after submitting said Form, then a new Order of Conditions Acknowledgement Form must be signed and submitted to the Agent of the Commission.
36. All sediment controls shall be invasive free (salt marsh hay, straw wattles, or other invasive-free product). No clearing of vegetation, including trees, or disturbance of soil shall occur prior to the Pre-Construction Meeting. Minimal disturbance of shrubs and herbaceous plants shall be allowed prior to the Pre-Construction Meeting if necessary in order to install sediment controls where required. If used, silt retention fabric must be staked and entrenched at least six (6") inches for maximum sedimentation control prior to any construction or site preparation.

## **Conditions During Construction**

### **Sedimentation Control and Limit of Work Barriers**

37. The installed sediment controls shall serve as the limit of work. No alterations shall be permitted beyond installed siltation barrier. Based on the Agent's judgment rendered at the pre-construction site visit, the sediment control line may need to be adjusted or reinforced.
38. All sediment controls shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a regular basis and shall remove accumulated sediments as needed. The Applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary.
39. The applicant shall inspect and maintain all erosion controls including silt sacs within the catch basins on a weekly basis and after every storm event of a ½ inch of rain or more.
40. The applicant is responsible for the containment and proper relocation/disposal for all unearthed soils, clays and other organic debris as well as the construction waste associated with this project.

## **Final Site Stabilization and Removal of Erosion Controls**

41. Once the site has been stabilized, the Applicant/Owner/Assign shall remove and properly dispose of all erosion controls. Removal of said erosion controls shall be accomplished utilizing the least invasive means possible.
42. Vegetation planted as part of mitigation, replication or restoration and in accordance with approved plans, shall be monitored and maintained for a period of two growing seasons and 75% of the plantings shall survive. If less than 75% of vegetation survives, then they shall be replaced at the discretion of the Conservation Commission or Agent of the Commission.

## **Conditions related to Certificate of Compliance**

43. Upon completion of construction and final stabilization, the Applicant/Owner/Assign shall submit the following to the Conservation Commission to request a Certificate of Compliance (COC):
  - a. A completed Request for a Certificate of Compliance form (WPA Form 8A or other form if required by the Conservation Commission at the time of request) and;
  - b. A letter and an As-Built Plan provided by a competent source (engineer or surveyor) certifying compliance of the property with this Order of Conditions, and detailing any deviations from the approved plans, and

their potential effect on the project. A statement that the work is in "substantial compliance" with no detailing of the deviations shall not be accepted.

44. Once items from 43a. and 43b. are submitted in full compliance, the Applicant, Contractor or Consultant shall schedule a site visit with the Conservation Administrator(s) to verify compliance with this Order of Conditions and affiliated documents.



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**

## **WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
 158-1672  
 MassDEP File #

eDEP Transaction #  
 Framingham  
 City/Town

### **F. Appeals**

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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## G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Framingham

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Framingham

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

142 Boston Road

Project Location

158-1672

MassDEP File Number

Has been recorded at the Registry of Deeds of:

Middlesex

County

Book

Page

for: Massachusetts Water Resources Authority

Property Owner

and has been noted in the chain of title of the affected property in:

22029

Book

554

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant



**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**Request for Departmental Action Fee**  
**Transmittal Form**

DEP File Number: \_\_\_\_\_

Provided by DEP \_\_\_\_\_

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

## A. Request Information

### 1. Location of Project

a. Street Address \_\_\_\_\_

b. City/Town, Zip \_\_\_\_\_

c. Check number \_\_\_\_\_

d. Fee amount \_\_\_\_\_

### 2. Person or party making request (if appropriate, name the citizen group's representative):

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/Town \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number (if applicable) \_\_\_\_\_

### 3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/Town \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number (if applicable) \_\_\_\_\_

### 4. DEP File Number:

\_\_\_\_\_

**Important:**  
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



## B. Instructions

### 1. When the Departmental action request is for (check one):

- ☐ Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
- ☐ Superseding Determination of Applicability – Fee: \$120
- ☐ Superseding Order of Resource Area Delineation – Fee: \$120



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands

DEP File Number: \_\_\_\_\_

## **Request for Departmental Action Fee Transmittal Form**

\_\_\_\_\_  
Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

### **B. Instructions (cont.)**

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection  
Box 4062  
Boston, MA 02211

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>).
4. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.



## **AFFIDAVIT OF OSHA COMPLIANCE**

The undersigned agrees that if he is selected as the contractor, he will comply with the provisions of M.G.L. Chapter 30, Section 39S.

The undersigned certifies, under penalties of perjury, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_  
(Name of person Signing Bid and Title)  
Signature is required

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Telephone Number)

REFERENCES FORM

Bidders Name: \_\_\_\_\_

Bidders Address: \_\_\_\_\_  
\_\_\_\_\_

Bidder must provide references for similar type projects performed within the past three years. Attach additional pages if necessary.

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_

Description and date of Project: \_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_

Description and date of Project: \_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_

Description and date of Project: \_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_

Description and date of Project: \_\_\_\_\_  
\_\_\_\_\_

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

**CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor

principal place of business is at \_\_\_\_\_,

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that  
\_\_\_\_\_ has paid all

name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Federal Tax ID # or Social Security #

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

## EXAMPLE CLERK'S CERTIFICATE

\_\_\_\_\_  
Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all Contract Documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Corporation

SEAL



**THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS  
Prevailing Wage Rates**

MAURA HEALY  
Governor

KIM DRISCOLL  
Lt. Governor

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

LAUREN JONES  
Secretary  
MICHAEL FLANAGAN  
Director

**Awarding Authority:** Southborough **City/Town:** SOUTHBOROUGH  
**Contract Number:**  
**Description of Work:** Install prefabricated pedestrian boardwalk and footbridge to connect trails.  
**Job Location:** Off Rt. 30, Southborough, MA (across from 251 Boston Road, Southborough, MA)

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**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F "rental of equipment" contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$0.00	\$76.69
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$0.00	\$78.30
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$0.00	\$76.76
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$0.00	\$78.37
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$0.00	\$76.88
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$0.00	\$78.49
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	1/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	6/1/2025	\$40.59	\$10.15	\$9.50	\$9.11	\$0.00	\$69.35
LABORERS	12/1/2025	\$41.97	\$10.15	\$9.50	\$9.11	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$43.41	\$10.15	\$9.50	\$9.11	\$0.00	\$72.17
	12/1/2026	\$44.85	\$10.15	\$9.50	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.30	\$10.15	\$9.50	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.75	\$10.15	\$9.50	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.25	\$10.15	\$9.50	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.75	\$10.15	\$9.50	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$10.15	\$9.50	\$9.21	\$0.00	\$69.45
LABORERS	12/1/2025	\$41.97	\$10.15	\$9.50	\$9.21	\$0.00	\$70.83
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$10.15	\$9.50	\$9.21	\$0.00	\$72.27
	12/1/2026	\$44.85	\$10.15	\$9.50	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS WORKER (PIPES & TANKS)	6/1/2025	\$43.80	\$14.50	\$4.30	\$6.75	\$0.00	\$69.35
HEAT & FROST INSULATORS LOCAL 6	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)							
ASPHALT RAKER	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER	6/1/2025	\$40.59	\$10.15	\$9.50	\$9.11	\$0.00	\$69.35
LABORERS	12/1/2025	\$41.97	\$10.15	\$9.50	\$9.11	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$43.41	\$10.15	\$9.50	\$9.11	\$0.00	\$72.17
	12/1/2026	\$44.85	\$10.15	\$9.50	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.30	\$10.15	\$9.50	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.75	\$10.15	\$9.50	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.25	\$10.15	\$9.50	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.75	\$10.15	\$9.50	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$10.15	\$9.50	\$9.21	\$0.00	\$69.45
LABORERS	12/1/2025	\$41.97	\$10.15	\$9.50	\$9.21	\$0.00	\$70.83
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$10.15	\$9.50	\$9.21	\$0.00	\$72.27
	12/1/2026	\$44.85	\$10.15	\$9.50	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BOILER MAKER	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

Apprentice: BOILER MAKER							
Effective Date: 1/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10

**Apprentice to Journeyworker Ratio: 1:4**

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	8/1/2025	\$65.81	\$11.49	\$15.57	\$7.33	\$0.00	\$100.20
BRICKLAYERS LOCAL 3	2/1/2026	\$67.16	\$11.49	\$15.57	\$7.33	\$0.00	\$101.55
BRICKLAYERS LOCAL 3 (LOWELL)	8/1/2026	\$69.36	\$11.49	\$15.57	\$7.33	\$0.00	\$103.75
	2/1/2027	\$70.76	\$11.49	\$15.57	\$7.33	\$0.00	\$105.15

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.91	\$11.49	\$15.57	\$7.33	\$0.00	\$67.30
2	60.00	\$39.49	\$11.49	\$15.57	\$7.33	\$0.00	\$73.88
3	70.00	\$46.07	\$11.49	\$15.57	\$7.33	\$0.00	\$80.46
4	80.00	\$52.65	\$11.49	\$15.57	\$7.33	\$0.00	\$87.04
5	90.00	\$59.23	\$11.49	\$15.57	\$7.33	\$0.00	\$93.62

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.58	\$11.49	\$15.57	\$7.33	\$0.00	\$67.97
2	60.00	\$40.30	\$11.49	\$15.57	\$7.33	\$0.00	\$74.69
3	70.00	\$47.01	\$11.49	\$15.57	\$7.33	\$0.00	\$81.40
4	80.00	\$53.73	\$11.49	\$15.57	\$7.33	\$0.00	\$88.12
5	90.00	\$60.44	\$11.49	\$15.57	\$7.33	\$0.00	\$94.83

**Apprentice to Journeyworker Ratio: 1:5**

BULLDOZER/GRADER/SCRAPER	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN LABORERS LABORERS - FOUNDATION AND MARINE	6/1/2025	\$48.35	\$10.15	\$9.50	\$9.80	\$0.00	\$77.80
	12/1/2025	\$49.85	\$10.15	\$9.50	\$9.80	\$0.00	\$79.30
	6/1/2026	\$51.40	\$10.15	\$9.50	\$9.80	\$0.00	\$80.85
	12/1/2026	\$52.90	\$10.15	\$9.50	\$9.80	\$0.00	\$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER LABORERS LABORERS - FOUNDATION AND MARINE	6/1/2025	\$47.20	\$10.15	\$9.50	\$9.80	\$0.00	\$76.65
	12/1/2025	\$48.70	\$10.15	\$9.50	\$9.80	\$0.00	\$78.15
	6/1/2026	\$50.25	\$10.15	\$9.50	\$9.80	\$0.00	\$79.70
	12/1/2026	\$51.75	\$10.15	\$9.50	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN LABORERS LABORERS - FOUNDATION AND MARINE	6/1/2025	\$47.53	\$10.15	\$9.50	\$9.80	\$0.00	\$76.98
	12/1/2025	\$49.03	\$10.15	\$9.50	\$9.80	\$0.00	\$78.48
	6/1/2026	\$50.58	\$10.15	\$9.50	\$9.80	\$0.00	\$80.03
	12/1/2026	\$52.08	\$10.15	\$9.50	\$9.80	\$0.00	\$81.53
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR LABORERS LABORERS - ZONE 2	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.11	\$0.00	\$68.85
	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
CARPENTER CARPENTERS CARPENTERS -ZONE 2 (Eastern Massachusetts)	9/1/2025	\$50.35	\$10.33	\$11.47	\$8.50	\$0.00	\$80.65
	3/1/2026	\$51.60	\$10.33	\$11.47	\$8.50	\$0.00	\$81.90
	9/1/2026	\$52.85	\$10.33	\$11.47	\$8.50	\$0.00	\$83.15
	3/1/2027	\$54.10	\$10.33	\$11.47	\$8.50	\$0.00	\$84.40

Apprentice: CARPENTER							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.66	\$10.33	\$0.00	\$1.73	\$0.00	\$34.72
2	45.00	\$22.66	\$10.33	\$0.00	\$1.73	\$0.00	\$34.72
3	55.00	\$27.69	\$10.33	\$0.00	\$3.40	\$0.00	\$41.42
4	55.00	\$27.69	\$10.33	\$0.00	\$3.40	\$0.00	\$41.42
5	70.00	\$35.25	\$10.33	\$11.41	\$5.10	\$0.00	\$62.09
6	70.00	\$35.25	\$10.33	\$11.41	\$5.10	\$0.00	\$62.09
7	80.00	\$40.28	\$10.33	\$11.44	\$6.80	\$0.00	\$68.85
8	80.00	\$40.28	\$10.33	\$11.44	\$6.80	\$0.00	\$68.85

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: CARPENTER</b>							
<b>Effective Date: 3/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.22	\$10.33	\$0.00	\$1.73	\$0.00	\$35.28
2	45.00	\$23.22	\$10.33	\$0.00	\$1.73	\$0.00	\$35.28
3	55.00	\$28.38	\$10.33	\$0.00	\$3.40	\$0.00	\$42.11
4	55.00	\$28.38	\$10.33	\$0.00	\$3.40	\$0.00	\$42.11
5	70.00	\$36.12	\$10.33	\$11.41	\$5.10	\$0.00	\$62.96
6	70.00	\$36.12	\$10.33	\$11.41	\$5.10	\$0.00	\$62.96
7	80.00	\$41.28	\$10.33	\$11.44	\$6.80	\$0.00	\$69.85
8	80.00	\$41.28	\$10.33	\$11.44	\$6.80	\$0.00	\$69.85

Apprentice to Journeyworker Ratio: 1:5

CARPENTER WOOD FRAME	10/1/2025	\$27.75	\$7.02	\$3.80	\$1.00	\$0.00	\$39.57
CARPENTERS	10/1/2026	\$28.85	\$7.02	\$3.80	\$1.00	\$0.00	\$40.67
CARPENTERS-ZONE 3 (Wood Frame)							
All Aspects of New Wood Frame Work							

<b>Apprentice: CARPENTER WOOD FRAME</b>							
<b>Effective Date: 10/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$16.65	\$7.02	\$0.00	\$0.00	\$0.00	\$23.67
2	60.00	\$16.65	\$7.02	\$0.00	\$0.00	\$0.00	\$23.67
3	65.00	\$18.04	\$7.02	\$0.00	\$1.00	\$0.00	\$26.06
4	70.00	\$19.43	\$7.02	\$0.00	\$1.00	\$0.00	\$27.45
5	75.00	\$20.81	\$7.02	\$3.80	\$1.00	\$0.00	\$32.63
6	80.00	\$22.20	\$7.02	\$3.80	\$1.00	\$0.00	\$34.02
7	85.00	\$23.59	\$7.02	\$3.80	\$1.00	\$0.00	\$35.41
8	90.00	\$24.98	\$7.02	\$3.80	\$1.00	\$0.00	\$36.80

<b>Apprentice: CARPENTER WOOD FRAME</b>							
<b>Effective Date: 10/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$17.31	\$7.02	\$0.00	\$0.00	\$0.00	\$24.33
2	60.00	\$17.31	\$7.02	\$0.00	\$0.00	\$0.00	\$24.33
3	65.00	\$18.75	\$7.02	\$0.00	\$1.00	\$0.00	\$26.77
4	70.00	\$20.20	\$7.02	\$0.00	\$1.00	\$0.00	\$28.22
5	75.00	\$21.64	\$7.02	\$3.80	\$1.00	\$0.00	\$33.46
6	80.00	\$23.08	\$7.02	\$3.80	\$1.00	\$0.00	\$34.90
7	85.00	\$24.52	\$7.02	\$3.80	\$1.00	\$0.00	\$36.34
8	90.00	\$25.97	\$7.02	\$3.80	\$1.00	\$0.00	\$37.79

Apprentice to Journeyworker Ratio: 1:5

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 (LOWELL)	7/1/2024	\$49.19	\$13.35	\$16.43	\$7.78	\$1.80	\$88.55

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 7/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.60	\$13.35	\$16.43	\$0.00	\$0.00	\$54.38
2	60.00	\$29.51	\$13.35	\$16.43	\$2.78	\$1.80	\$63.87
3	65.00	\$31.97	\$13.35	\$16.43	\$3.78	\$1.80	\$67.33
4	70.00	\$34.43	\$13.35	\$16.43	\$4.78	\$1.80	\$70.79
5	75.00	\$36.89	\$13.35	\$16.43	\$5.78	\$1.80	\$74.25
6	80.00	\$39.35	\$13.35	\$16.43	\$6.78	\$1.80	\$77.71
7	90.00	\$44.27	\$13.35	\$16.43	\$7.78	\$1.80	\$83.63

**Apprentice to Journeyworker Ratio: 1:3**

CHAIN SAW OPERATOR	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	6/1/2025	\$59.51	\$15.55	\$13.25	\$3.25	\$0.00	\$91.56
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$60.98	\$15.55	\$13.25	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$62.31	\$15.55	\$13.25	\$3.25	\$0.00	\$94.36
	12/1/2026	\$63.79	\$15.55	\$13.25	\$3.25	\$0.00	\$95.84

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR	6/1/2025	\$37.52	\$15.55	\$13.25	\$3.25	\$0.00	\$69.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$38.47	\$15.55	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$39.33	\$15.55	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$40.28	\$15.55	\$13.25	\$3.25	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)	7/1/2025	\$58.51	\$10.30	\$11.95	\$12.50	\$0.00	\$93.26
PAINTERS LOCAL 35	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: DELEADER (BRIDGE)							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.26	\$10.30	\$0.00	\$0.00	\$0.00	\$39.56

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: DELEADER (BRIDGE)</b>							
<b>Effective Date: 7/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	55.00	\$32.18	\$10.30	\$0.00	\$6.88	\$0.00	\$49.36
3	60.00	\$35.11	\$10.30	\$0.00	\$7.50	\$0.00	\$52.91
4	65.00	\$38.03	\$10.30	\$0.00	\$8.13	\$0.00	\$56.46
5	70.00	\$40.96	\$10.30	\$11.95	\$8.75	\$0.00	\$71.96
6	75.00	\$43.88	\$10.30	\$11.95	\$9.38	\$0.00	\$75.51
7	80.00	\$46.81	\$10.30	\$11.95	\$10.00	\$0.00	\$79.06
8	90.00	\$52.66	\$10.30	\$11.95	\$11.25	\$0.00	\$86.16
<b>Apprentice: DELEADER (BRIDGE)</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29
<b>Apprentice to Journeyworker Ratio: 1:1</b>							
DEMO: ADZEMAN	6/2/2025	\$47.25	\$10.15	\$9.50	\$9.65	\$0.00	\$76.55
LABORERS	12/1/2025	\$48.75	\$10.15	\$9.50	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 2	6/1/2026	\$50.30	\$10.15	\$9.50	\$9.65	\$0.00	\$79.60
	12/7/2026	\$51.80	\$10.15	\$9.50	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.40	\$10.15	\$9.50	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.00	\$10.15	\$9.50	\$9.65	\$0.00	\$84.30
	6/5/2028	\$56.68	\$10.15	\$9.50	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.35	\$10.15	\$9.50	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	6/2/2025	\$48.25	\$10.15	\$9.50	\$9.65	\$0.00	\$77.55
LABORERS	12/1/2025	\$49.75	\$10.15	\$9.50	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 2	6/1/2026	\$51.30	\$10.15	\$9.50	\$9.65	\$0.00	\$80.60
	12/7/2026	\$52.80	\$10.15	\$9.50	\$9.65	\$0.00	\$82.10
	6/7/2027	\$54.40	\$10.15	\$9.50	\$9.65	\$0.00	\$83.70
	12/6/2027	\$56.00	\$10.15	\$9.50	\$9.65	\$0.00	\$85.30
	6/5/2028	\$57.68	\$10.15	\$9.50	\$9.65	\$0.00	\$86.98
	12/4/2028	\$59.35	\$10.15	\$9.50	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BURNERS	6/2/2025	\$48.00	\$10.15	\$9.50	\$9.65	\$0.00	\$77.30

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/1/2025	\$49.50	\$10.15	\$9.50	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 2	6/1/2026	\$51.05	\$10.15	\$9.50	\$9.65	\$0.00	\$80.35
	12/7/2026	\$52.55	\$10.15	\$9.50	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.15	\$10.15	\$9.50	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.75	\$10.15	\$9.50	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.43	\$10.15	\$9.50	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.10	\$10.15	\$9.50	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: CONCRETE CUTTER/SAWYER	6/2/2025	\$48.25	\$10.15	\$9.50	\$9.65	\$0.00	\$77.55
LABORERS	12/1/2025	\$49.75	\$10.15	\$9.50	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 2	6/1/2026	\$51.30	\$10.15	\$9.50	\$9.65	\$0.00	\$80.60
	12/7/2026	\$52.80	\$10.15	\$9.50	\$9.65	\$0.00	\$82.10
	6/7/2027	\$54.40	\$10.15	\$9.50	\$9.65	\$0.00	\$83.70
	12/6/2027	\$56.00	\$10.15	\$9.50	\$9.65	\$0.00	\$85.30
	6/5/2028	\$57.68	\$10.15	\$9.50	\$9.65	\$0.00	\$86.98
	12/4/2028	\$59.35	\$10.15	\$9.50	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR	6/2/2025	\$48.00	\$10.15	\$9.50	\$9.65	\$0.00	\$77.30
LABORERS	12/1/2025	\$49.50	\$10.15	\$9.50	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 2	6/1/2026	\$51.05	\$10.15	\$9.50	\$9.65	\$0.00	\$80.35
	12/7/2026	\$52.55	\$10.15	\$9.50	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.15	\$10.15	\$9.50	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.75	\$10.15	\$9.50	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.43	\$10.15	\$9.50	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.10	\$10.15	\$9.50	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER	6/2/2025	\$47.25	\$10.15	\$9.50	\$9.65	\$0.00	\$76.55
LABORERS	12/1/2025	\$48.75	\$10.15	\$9.50	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 2	6/1/2026	\$50.30	\$10.15	\$9.50	\$9.65	\$0.00	\$79.60
	12/7/2026	\$51.80	\$10.15	\$9.50	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.40	\$10.15	\$9.50	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.00	\$10.15	\$9.50	\$9.65	\$0.00	\$84.30
	6/5/2028	\$56.68	\$10.15	\$9.50	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.35	\$10.15	\$9.50	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER	8/1/2024	\$78.11	\$10.08	\$11.62	\$10.04	\$0.00	\$109.85
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate							
DIVER TENDER	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate							
DIVER TENDER (EFFLUENT)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction)	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							
DRAWBRIDGE - SEIU LOCAL 888							
ELECTRICIAN	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
ELECTRICIANS LOCAL 96							

Apprentice: ELECTRICIAN							
Effective Date: 9/7/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$19.26	\$14.98	\$0.58	\$0.00	\$0.00	\$34.82
2	45.00	\$21.67	\$14.98	\$0.65	\$0.00	\$0.00	\$37.30
3	48.00	\$23.12	\$14.98	\$13.55	\$2.54	\$0.00	\$54.19
4	55.00	\$26.49	\$14.98	\$13.65	\$2.92	\$0.00	\$58.04
5	65.00	\$31.30	\$14.98	\$13.80	\$3.45	\$0.00	\$63.53
6	80.00	\$38.53	\$14.98	\$14.02	\$4.24	\$0.00	\$71.77

Apprentice: ELECTRICIAN							
Effective Date: 9/6/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$19.75	\$15.96	\$0.59	\$0.00	\$0.00	\$36.30
2	45.00	\$22.22	\$15.96	\$0.67	\$0.00	\$0.00	\$38.85
3	48.00	\$23.70	\$15.96	\$13.80	\$2.61	\$0.00	\$56.07
4	55.00	\$27.16	\$15.96	\$13.90	\$2.99	\$0.00	\$60.01
5	65.00	\$32.10	\$15.96	\$14.05	\$3.53	\$0.00	\$65.64
6	80.00	\$39.50	\$15.96	\$14.28	\$4.35	\$0.00	\$74.09

**Apprentice to Journeyworker Ratio: 2:3**

ELEVATOR CONSTRUCTOR	1/1/2025	\$66.41	\$16.28	\$10.96	\$10.40	\$0.00	\$104.05
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$69.23	\$16.38	\$11.06	\$10.70	\$0.00	\$107.37
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$72.23	\$16.48	\$11.16	\$11.00	\$0.00	\$110.87

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: ELEVATOR CONSTRUCTOR</b> <b>Effective Date: 1/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.21	\$16.28	\$0.00	\$0.00	\$0.00	\$49.49
2	55.00	\$36.53	\$16.28	\$10.96	\$10.40	\$0.00	\$74.17
3	65.00	\$43.17	\$16.28	\$10.96	\$10.40	\$0.00	\$80.81
4	70.00	\$46.49	\$16.28	\$10.96	\$10.40	\$0.00	\$84.13
5	80.00	\$53.13	\$16.28	\$10.96	\$10.40	\$0.00	\$90.77
<b>Apprentice: ELEVATOR CONSTRUCTOR</b> <b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.62	\$16.38	\$0.00	\$0.00	\$0.00	\$51.00
2	55.00	\$38.08	\$16.38	\$11.06	\$10.70	\$0.00	\$76.22
3	65.00	\$45.00	\$16.38	\$11.06	\$10.70	\$0.00	\$83.14
4	70.00	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
5	80.00	\$55.38	\$16.38	\$11.06	\$10.70	\$0.00	\$93.52
<b>Apprentice to Journeyworker Ratio: 1:1</b>							
ELEVATOR CONSTRUCTOR HELPER	1/1/2025	\$46.49	\$16.28	\$10.96	\$10.40	\$0.00	\$84.13
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	11/1/2025	\$53.76	\$15.85	\$13.15	\$3.25	\$0.00	\$86.01
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$55.20	\$15.85	\$13.15	\$3.25	\$0.00	\$87.45
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$56.49	\$15.85	\$13.15	\$3.25	\$0.00	\$88.74
	5/1/2027	\$57.92	\$15.85	\$13.15	\$3.25	\$0.00	\$90.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	11/1/2025	\$55.37	\$15.85	\$13.15	\$3.25	\$0.00	\$87.62
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$56.82	\$15.85	\$13.15	\$3.25	\$0.00	\$89.07
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$58.12	\$15.85	\$13.15	\$3.25	\$0.00	\$90.37
	5/1/2027	\$59.57	\$15.85	\$13.15	\$3.25	\$0.00	\$91.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	11/1/2025	\$26.23	\$15.85	\$13.15	\$3.25	\$0.00	\$58.48
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$27.08	\$15.85	\$13.15	\$3.25	\$0.00	\$59.33

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$27.84	\$15.85	\$13.15	\$3.25	\$0.00	\$60.09
	5/1/2027	\$28.69	\$15.85	\$13.15	\$3.25	\$0.00	\$60.94

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIRE ALARM INSTALLER	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
ELECTRICIANS LOCAL 96							

For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINT/COMMISSIONING	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
ELECTRICIANS LOCAL 96							

For apprentice rates see "Apprentice- ELECTRICIAN"

FIREMAN (ASST. ENGINEER)	6/1/2025	\$47.02	\$15.55	\$13.25	\$3.25	\$0.00	\$79.07
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$48.19	\$15.55	\$13.25	\$3.25	\$0.00	\$80.24
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$49.25	\$15.55	\$13.25	\$3.25	\$0.00	\$81.30
	12/1/2026	\$50.43	\$15.55	\$13.25	\$3.25	\$0.00	\$82.48

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2025	\$28.09	\$10.15	\$9.50	\$9.21	\$0.00	\$56.95
LABORERS	12/1/2025	\$28.09	\$10.15	\$9.50	\$9.21	\$0.00	\$56.95
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$29.21	\$10.15	\$9.50	\$9.21	\$0.00	\$58.07
	12/1/2026	\$29.21	\$10.15	\$9.50	\$9.21	\$0.00	\$58.07

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FLOORCOVERER	3/1/2024	\$48.93	\$10.33	\$11.47	\$8.80	\$0.00	\$79.53
FLOORCOVERERS LOCAL 2168							
FLOORCOVERERS LOCAL 2168 ZONE II							

**Apprentice: FLOORCOVERER****Effective Date: 3/1/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.47	\$10.33	\$0.00	\$1.76	\$0.00	\$36.56
2	55.00	\$26.91	\$10.33	\$0.00	\$1.76	\$0.00	\$39.00
3	60.00	\$29.36	\$10.33	\$0.00	\$3.52	\$0.00	\$43.21
4	65.00	\$31.80	\$10.33	\$0.00	\$3.52	\$0.00	\$45.65
5	70.00	\$34.25	\$10.33	\$11.47	\$5.28	\$0.00	\$61.33
6	75.00	\$36.70	\$10.33	\$11.47	\$5.28	\$0.00	\$63.78
7	80.00	\$39.14	\$10.33	\$11.47	\$7.04	\$0.00	\$67.98
8	85.00	\$41.59	\$10.33	\$11.47	\$7.04	\$0.00	\$70.43

**Apprentice Notes**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio: 1:1**

FORK LIFT/CHERRY PICKER	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	6/1/2025	\$37.52	\$15.55	\$13.25	\$3.25	\$0.00	\$69.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$38.47	\$15.55	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$39.33	\$15.55	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$40.28	\$15.55	\$13.25	\$3.25	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	7/1/2025	\$48.01	\$10.30	\$11.95	\$12.50	\$0.00	\$82.76
GLAZIERS LOCAL 35	1/1/2026	\$49.06	\$10.35	\$12.00	\$12.60	\$0.00	\$84.01
GLAZIERS LOCAL 35 (ZONE 2)							

**Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)****Effective Date: 7/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.01	\$10.30	\$0.00	\$0.00	\$0.00	\$34.31
2	55.00	\$26.41	\$10.30	\$0.00	\$6.88	\$0.00	\$43.59
3	60.00	\$28.81	\$10.30	\$0.00	\$7.50	\$0.00	\$46.61
4	65.00	\$31.21	\$10.30	\$0.00	\$8.13	\$0.00	\$49.64
5	70.00	\$33.61	\$10.30	\$11.95	\$8.75	\$0.00	\$64.61
6	75.00	\$36.01	\$10.30	\$11.95	\$9.38	\$0.00	\$67.64
7	80.00	\$38.41	\$10.30	\$11.95	\$10.00	\$0.00	\$70.66
8	90.00	\$43.21	\$10.30	\$11.95	\$11.25	\$0.00	\$76.71

**Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)****Effective Date: 1/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.53	\$10.30	\$0.00	\$0.00	\$0.00	\$34.83
2	55.00	\$26.98	\$10.30	\$0.00	\$6.88	\$0.00	\$44.16
3	60.00	\$29.44	\$10.30	\$0.00	\$7.50	\$0.00	\$47.24
4	65.00	\$31.89	\$10.30	\$0.00	\$8.13	\$0.00	\$50.32
5	70.00	\$34.34	\$10.30	\$11.95	\$8.75	\$0.00	\$65.34
6	75.00	\$36.80	\$10.30	\$11.95	\$9.38	\$0.00	\$68.43
7	80.00	\$39.25	\$10.30	\$11.95	\$10.00	\$0.00	\$71.50
8	90.00	\$44.15	\$10.30	\$11.95	\$11.25	\$0.00	\$77.65

**Apprentice to Journeyworker Ratio: 1:1**

HOISTING ENGINEER/CRANES/GRADALLS	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: HOISTING ENGINEER/CRANES/GRADALLS</b>							
<b>Effective Date: 6/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.08	\$0.00	\$0.00	\$0.00	\$0.00	\$32.08
2	60.00	\$35.00	\$15.55	\$13.25	\$3.25	\$0.00	\$67.05
3	65.00	\$37.91	\$15.55	\$13.25	\$3.25	\$0.00	\$69.96
4	70.00	\$40.83	\$15.55	\$13.25	\$3.25	\$0.00	\$72.88
5	75.00	\$43.75	\$15.55	\$13.25	\$3.25	\$0.00	\$75.80
6	80.00	\$46.66	\$15.55	\$13.25	\$3.25	\$0.00	\$78.71
7	85.00	\$49.58	\$15.55	\$13.25	\$3.25	\$0.00	\$81.63
8	90.00	\$52.50	\$15.55	\$13.25	\$3.25	\$0.00	\$84.55

<b>Apprentice: HOISTING ENGINEER/CRANES/GRADALLS</b>							
<b>Effective Date: 12/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.88	\$0.00	\$0.00	\$0.00	\$0.00	\$32.88
2	60.00	\$35.87	\$15.55	\$13.25	\$3.25	\$0.00	\$67.92
3	65.00	\$38.86	\$15.55	\$13.25	\$3.25	\$0.00	\$70.91
4	70.00	\$41.85	\$15.55	\$13.25	\$3.25	\$0.00	\$73.90
5	75.00	\$44.84	\$15.55	\$13.25	\$3.25	\$0.00	\$76.89
6	80.00	\$47.82	\$15.55	\$13.25	\$3.25	\$0.00	\$79.87
7	85.00	\$50.81	\$15.55	\$13.25	\$3.25	\$0.00	\$82.86
8	90.00	\$53.80	\$15.55	\$13.25	\$3.25	\$0.00	\$85.85

**Apprentice to Journeyworker Ratio: 1:6**

HVAC (DUCTWORK)	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS)	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
ELECTRICIANS LOCAL 96							

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR)	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER)	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58
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**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PIPEFITTERS LOCAL 537							
PIPEFITTERS LOCAL 537							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58
PIPEFITTERS LOCAL 537							
PIPEFITTERS LOCAL 537							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS	6/1/2025	\$40.59	\$10.15	\$9.50	\$9.11	\$0.00	\$69.35
LABORERS	12/1/2025	\$41.97	\$10.15	\$9.50	\$9.11	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$43.41	\$10.15	\$9.50	\$9.11	\$0.00	\$72.17
	12/1/2026	\$44.85	\$10.15	\$9.50	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.30	\$10.15	\$9.50	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.75	\$10.15	\$9.50	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.25	\$10.15	\$9.50	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.75	\$10.15	\$9.50	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$10.15	\$9.50	\$9.21	\$0.00	\$69.45
LABORERS	12/1/2025	\$41.97	\$10.15	\$9.50	\$9.21	\$0.00	\$70.83
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$10.15	\$9.50	\$9.21	\$0.00	\$72.27
	12/1/2026	\$44.85	\$10.15	\$9.50	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS)	9/1/2025	\$54.31	\$14.75	\$9.52	\$10.09	\$0.00	\$88.67
HEAT & FROST INSULATORS LOCAL 6	9/1/2026	\$57.38	\$14.75	\$9.52	\$10.09	\$0.00	\$91.74
HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)							

**Apprentice: INSULATOR (PIPES & TANKS)****Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.16	\$14.75	\$9.27	\$5.05	\$0.00	\$56.23
2	60.00	\$32.59	\$14.75	\$9.32	\$6.05	\$0.00	\$62.71
3	70.00	\$38.02	\$14.75	\$9.37	\$7.06	\$0.00	\$69.20
4	80.00	\$43.45	\$14.75	\$9.42	\$8.07	\$0.00	\$75.69

**Apprentice: INSULATOR (PIPES & TANKS)****Effective Date: 9/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$28.69	\$14.75	\$9.27	\$5.05	\$0.00	\$57.76
2	60.00	\$34.43	\$14.75	\$9.32	\$6.05	\$0.00	\$64.55
3	70.00	\$40.17	\$14.75	\$9.37	\$7.06	\$0.00	\$71.35
4	80.00	\$45.90	\$14.75	\$9.42	\$8.07	\$0.00	\$78.14

**Apprentice to Journeyworker Ratio: 1:4**

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
IRONWORKER/WELDER	9/16/2025	\$57.57	\$9.05	\$12.75	\$14.50	\$0.00	\$93.87
IRONWORKERS LOCAL 7							
IRONWORKERS LOCAL 7 (WORCESTER AREA)							

Apprentice: IRONWORKER/WELDER							
Effective Date: 9/16/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$34.54	\$9.05	\$12.75	\$4.50	\$0.00	\$60.84
2	75.00	\$43.18	\$9.05	\$12.75	\$4.50	\$0.00	\$69.48
3	85.00	\$48.93	\$9.05	\$12.75	\$4.50	\$0.00	\$75.23

Apprentice to Journeyworker Ratio: 1:4

JACKHAMMER & PAVING BREAKER OPERATOR	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER	6/1/2025	\$39.84	\$10.15	\$9.50	\$9.11	\$0.00	\$68.60
LABORERS	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.11	\$0.00	\$72.86
	6/1/2027	\$45.55	\$10.15	\$9.50	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.00	\$10.15	\$9.50	\$9.11	\$0.00	\$75.76
	6/1/2028	\$48.50	\$10.15	\$9.50	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.00	\$10.15	\$9.50	\$9.11	\$0.00	\$78.76

Apprentice: LABORER							
Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$23.90	\$10.15	\$9.50	\$9.11	\$0.00	\$52.66
2	70.00	\$27.89	\$10.15	\$9.50	\$9.11	\$0.00	\$56.65
3	80.00	\$31.87	\$10.15	\$9.50	\$9.11	\$0.00	\$60.63
4	90.00	\$35.86	\$10.15	\$9.50	\$9.11	\$0.00	\$64.62

Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$9.90	\$9.25	\$9.11	\$0.00	\$53.29

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: LABORER</b> <b>Effective Date: 12/1/2025</b>							
		<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
2	70.00	\$29.20	\$9.90	\$9.25	\$9.11	\$0.00	\$57.46
3	80.00	\$33.38	\$9.90	\$9.25	\$9.11	\$0.00	\$61.64
4	90.00	\$37.55	\$9.90	\$9.25	\$9.11	\$0.00	\$65.81
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
LABORER (HEAVY & HIGHWAY)	6/1/2025	\$39.84	\$10.15	\$9.50	\$9.21	\$0.00	\$68.70
LABORERS	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.21	\$0.00	\$70.08
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.21	\$0.00	\$71.52
	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.21	\$0.00	\$72.96
<b>Apprentice: LABORER (HEAVY &amp; HIGHWAY)</b> <b>Effective Date: 6/1/2025</b>							
		<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
1	60.00	\$23.90	\$10.15	\$9.50	\$9.21	\$0.00	\$52.76
2	70.00	\$27.89	\$10.15	\$9.50	\$9.21	\$0.00	\$56.75
3	80.00	\$31.87	\$10.15	\$9.50	\$9.21	\$0.00	\$60.73
4	90.00	\$35.86	\$10.15	\$9.50	\$9.21	\$0.00	\$64.72
<b>Apprentice: LABORER (HEAVY &amp; HIGHWAY)</b> <b>Effective Date: 12/1/2025</b>							
		<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
1	60.00	\$25.03	\$9.90	\$9.25	\$9.21	\$0.00	\$53.39
2	70.00	\$29.20	\$9.90	\$9.25	\$9.21	\$0.00	\$57.56
3	80.00	\$33.38	\$9.90	\$9.25	\$9.21	\$0.00	\$61.74
4	90.00	\$37.55	\$9.90	\$9.25	\$9.21	\$0.00	\$65.91
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
LABORER: CARPENTER TENDER	6/1/2025	\$39.84	\$10.15	\$9.50	\$9.11	\$0.00	\$68.60
LABORERS	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.11	\$0.00	\$72.86
	6/1/2027	\$45.55	\$10.15	\$9.50	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.00	\$10.15	\$9.50	\$9.11	\$0.00	\$75.76
	6/1/2028	\$48.50	\$10.15	\$9.50	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.00	\$10.15	\$9.50	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER	6/1/2025	\$39.84	\$10.15	\$9.50	\$9.11	\$0.00	\$68.60
LABORERS	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98

**Construction**

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
LABORERS - ZONE 2	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.11	\$0.00	\$72.86
	6/1/2027	\$45.55	\$10.15	\$9.50	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.00	\$10.15	\$9.50	\$9.11	\$0.00	\$75.76
	6/1/2028	\$48.50	\$10.15	\$9.50	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.00	\$10.15	\$9.50	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS LABORERS - ZONE 2	6/2/2025	\$39.93	\$10.15	\$9.50	\$9.65	\$0.00	\$69.23
	12/1/2025	\$41.31	\$10.15	\$9.50	\$9.65	\$0.00	\$70.61
	6/1/2026	\$42.75	\$10.15	\$9.50	\$9.65	\$0.00	\$72.05
	12/7/2026	\$44.19	\$10.15	\$9.50	\$9.65	\$0.00	\$73.49
	6/7/2027	\$45.64	\$10.15	\$9.50	\$9.65	\$0.00	\$74.94
	12/6/2027	\$47.09	\$10.15	\$9.50	\$9.65	\$0.00	\$76.39
	6/5/2028	\$48.59	\$10.15	\$9.50	\$9.65	\$0.00	\$77.89
	12/4/2028	\$50.09	\$10.15	\$9.50	\$9.65	\$0.00	\$79.39
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER LABORERS LABORERS - ZONE 2	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.11	\$0.00	\$68.85
	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.21	\$0.00	\$68.95
	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER LABORERS LABORERS - ZONE 2	6/1/2025	\$39.84	\$10.15	\$9.50	\$9.11	\$0.00	\$68.60
	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98
	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.11	\$0.00	\$72.86
	6/1/2027	\$45.55	\$10.15	\$9.50	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.00	\$10.15	\$9.50	\$9.11	\$0.00	\$75.76
	6/1/2028	\$48.50	\$10.15	\$9.50	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.00	\$10.15	\$9.50	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: TREE REMOVER LABORERS LABORERS - ZONE 2	6/1/2025	\$39.84	\$10.15	\$9.50	\$9.11	\$0.00	\$68.60
	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98
	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.11	\$0.00	\$72.86
	6/1/2027	\$45.55	\$10.15	\$9.50	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.00	\$10.15	\$9.50	\$9.11	\$0.00	\$75.76
	6/1/2028	\$48.50	\$10.15	\$9.50	\$9.11	\$0.00	\$77.26

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2028	\$50.00	\$10.15	\$9.50	\$9.11	\$0.00	\$78.76

This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

MARBLE & TILE FINISHERS	8/1/2025	\$52.08	\$11.49	\$15.57	\$6.05	\$0.00	\$85.19
BRICKLAYERS LOCAL 3	2/1/2026	\$53.16	\$11.49	\$15.57	\$6.05	\$0.00	\$86.27
BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	\$54.92	\$11.49	\$15.57	\$6.05	\$0.00	\$88.03
	2/1/2027	\$56.04	\$11.49	\$15.57	\$6.05	\$0.00	\$89.15

Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.04	\$11.49	\$15.57	\$6.05	\$0.00	\$59.15
2	60.00	\$31.25	\$11.49	\$15.57	\$6.05	\$0.00	\$64.36
3	70.00	\$36.46	\$11.49	\$15.57	\$6.05	\$0.00	\$69.57
4	80.00	\$41.66	\$11.49	\$15.57	\$6.05	\$0.00	\$74.77
5	90.00	\$46.87	\$11.49	\$15.57	\$6.05	\$0.00	\$79.98

Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.58	\$11.49	\$15.57	\$6.05	\$0.00	\$59.69
2	60.00	\$31.90	\$11.49	\$15.57	\$6.05	\$0.00	\$65.01
3	70.00	\$37.21	\$11.49	\$15.57	\$6.05	\$0.00	\$70.32
4	80.00	\$42.53	\$11.49	\$15.57	\$6.05	\$0.00	\$75.64
5	90.00	\$47.84	\$11.49	\$15.57	\$6.05	\$0.00	\$80.95

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	8/1/2025	\$67.97	\$11.49	\$15.57	\$7.99	\$0.00	\$103.02
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## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BRICKLAYERS LOCAL 3	2/1/2026	\$69.32	\$11.49	\$15.57	\$7.99	\$0.00	\$104.37
BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	\$71.52	\$11.49	\$15.57	\$7.99	\$0.00	\$106.57
	2/1/2027	\$72.92	\$11.49	\$15.57	\$7.99	\$0.00	\$107.97

### Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 8/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.99	\$11.49	\$15.57	\$7.99	\$0.00	\$69.04
2	60.00	\$40.78	\$11.49	\$15.57	\$7.99	\$0.00	\$75.83
3	70.00	\$47.58	\$11.49	\$15.57	\$7.99	\$0.00	\$82.63
4	80.00	\$54.38	\$11.49	\$15.57	\$7.99	\$0.00	\$89.43
5	90.00	\$61.17	\$11.49	\$15.57	\$7.99	\$0.00	\$96.22

### Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.66	\$11.49	\$15.57	\$7.99	\$0.00	\$69.71
2	60.00	\$41.59	\$11.49	\$15.57	\$7.99	\$0.00	\$76.64
3	70.00	\$48.52	\$11.49	\$15.57	\$7.99	\$0.00	\$83.57
4	80.00	\$55.46	\$11.49	\$15.57	\$7.99	\$0.00	\$90.51
5	90.00	\$62.39	\$11.49	\$15.57	\$7.99	\$0.00	\$97.44

### Apprentice to Journeyworker Ratio: 1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)	1/6/2025	\$45.03	\$10.08	\$11.47	\$10.00	\$0.00	\$76.58
MILLWRIGHTS LOCAL 1121	1/5/2026	\$47.36	\$10.08	\$11.47	\$10.00	\$0.00	\$78.91
MILLWRIGHTS LOCAL 1121 - Zone 2							

### Apprentice: MILLWRIGHT (Zone 2)

Effective Date: 1/6/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$24.77	\$10.08	\$0.00	\$5.50	\$0.00	\$40.35



## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: MILLWRIGHT (Zone 2)</b> <b>Effective Date: 1/6/2025</b>							
		<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
2	65.00	\$29.27	\$10.08	\$0.00	\$6.50	\$0.00	\$45.85
3	75.00	\$33.77	\$10.08	\$11.47	\$7.50	\$0.00	\$62.82
4	85.00	\$38.28	\$10.08	\$11.47	\$8.50	\$0.00	\$68.33
<b>Apprentice: MILLWRIGHT (Zone 2)</b> <b>Effective Date: 1/5/2026</b>							
		<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
1	55.00	\$26.05	\$10.08	\$0.00	\$5.50	\$0.00	\$41.63
2	65.00	\$30.78	\$10.08	\$0.00	\$6.50	\$0.00	\$47.36
3	75.00	\$35.52	\$10.08	\$11.47	\$7.50	\$0.00	\$64.57
4	85.00	\$40.26	\$10.08	\$11.47	\$8.50	\$0.00	\$70.31
<b>Apprentice Notes</b> Step 1&2 Appr. indentured after 1/6/2020 receive no pension,							
<b>Apprentice to Journeyworker Ratio: 1:4</b>							
MORTAR MIXER	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	6/1/2025	\$25.97	\$15.30	\$13.15	\$3.25	\$0.00	\$57.67
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$26.63	\$15.30	\$13.15	\$3.25	\$0.00	\$58.33
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$27.22	\$15.30	\$13.15	\$3.25	\$0.00	\$58.92
	12/1/2026	\$27.89	\$15.30	\$13.15	\$3.25	\$0.00	\$59.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OILER (TRUCK CRANES, GRADALLS)	6/1/2025	\$31.80	\$15.30	\$13.15	\$3.25	\$0.00	\$63.50
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$32.60	\$15.30	\$13.15	\$3.25	\$0.00	\$64.30
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$33.32	\$15.30	\$13.15	\$3.25	\$0.00	\$65.02
	12/1/2026	\$34.12	\$15.30	\$13.15	\$3.25	\$0.00	\$65.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OTHER POWER DRIVEN EQUIPMENT - CLASS II	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)	7/1/2025	\$58.51	\$10.30	\$11.95	\$12.50	\$0.00	\$93.26
PAINTERS LOCAL 35	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.50	\$0.00	\$94.41
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (BRIDGES/TANKS)							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.26	\$10.30	\$0.00	\$0.00	\$0.00	\$39.56
2	55.00	\$32.18	\$10.30	\$0.00	\$6.88	\$0.00	\$49.36
3	60.00	\$35.11	\$10.30	\$0.00	\$7.50	\$0.00	\$52.91
4	65.00	\$38.03	\$10.30	\$0.00	\$8.13	\$0.00	\$56.46
5	70.00	\$40.96	\$10.30	\$11.95	\$8.75	\$0.00	\$71.96
6	75.00	\$43.88	\$10.30	\$11.95	\$9.38	\$0.00	\$75.51
7	80.00	\$46.81	\$10.30	\$11.95	\$10.00	\$0.00	\$79.06
8	90.00	\$52.66	\$10.30	\$11.95	\$11.25	\$0.00	\$86.16

Apprentice: PAINTER (BRIDGES/TANKS)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

**Apprentice to Journeyworker Ratio: 1:1**

PAINTER (SPRAY OR SANDBLAST, NEW) *	7/1/2025	\$49.41	\$10.30	\$11.95	\$12.50	\$0.00	\$84.16
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	1/1/2026	\$50.46	\$10.35	\$12.00	\$12.60	\$0.00	\$85.41
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.71	\$10.30	\$0.00	\$0.00	\$0.00	\$35.01
2	55.00	\$27.18	\$10.30	\$0.00	\$6.88	\$0.00	\$44.36
3	60.00	\$29.65	\$10.30	\$0.00	\$7.50	\$0.00	\$47.45

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *</b>							
<b>Effective Date: 7/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	65.00	\$32.12	\$10.30	\$0.00	\$8.13	\$0.00	\$50.55
5	70.00	\$34.59	\$10.30	\$11.95	\$8.75	\$0.00	\$65.59
6	75.00	\$37.06	\$10.30	\$11.95	\$9.38	\$0.00	\$68.69
7	80.00	\$39.53	\$10.30	\$11.95	\$10.00	\$0.00	\$71.78
8	90.00	\$44.47	\$10.30	\$11.95	\$11.25	\$0.00	\$77.97
<b>Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.23	\$10.35	\$0.00	\$0.00	\$0.00	\$35.58
2	55.00	\$27.75	\$10.35	\$0.00	\$6.93	\$0.00	\$45.03
3	60.00	\$30.28	\$10.35	\$0.00	\$7.56	\$0.00	\$48.19
4	65.00	\$32.80	\$10.35	\$0.00	\$8.19	\$0.00	\$51.34
5	70.00	\$35.32	\$10.35	\$12.00	\$8.82	\$0.00	\$66.49
6	75.00	\$37.85	\$10.35	\$12.00	\$9.45	\$0.00	\$69.65
7	80.00	\$40.37	\$10.35	\$12.00	\$10.08	\$0.00	\$72.80
8	90.00	\$45.41	\$10.35	\$12.00	\$11.34	\$0.00	\$79.10
<b>Apprentice to Journeyworker Ratio: 1:1</b>							
PAINTER (SPRAY OR SANDBLAST, REPAINT)	7/1/2025	\$47.47	\$10.30	\$11.95	\$12.50	\$0.00	\$82.22
PAINTERS LOCAL 35	1/1/2026	\$48.52	\$10.35	\$12.00	\$12.60	\$0.00	\$83.47
PAINTERS LOCAL 35 - ZONE 2							

<b>Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)</b>							
<b>Effective Date: 7/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.74	\$10.30	\$0.00	\$0.00	\$0.00	\$34.04
2	55.00	\$26.11	\$10.30	\$0.00	\$6.88	\$0.00	\$43.29
3	60.00	\$28.48	\$10.30	\$0.00	\$7.50	\$0.00	\$46.28
4	65.00	\$30.86	\$10.30	\$0.00	\$8.13	\$0.00	\$49.29
5	70.00	\$33.23	\$10.30	\$11.95	\$8.75	\$0.00	\$64.23
6	75.00	\$35.60	\$10.30	\$11.95	\$9.38	\$0.00	\$67.23
7	80.00	\$37.98	\$10.30	\$11.95	\$10.00	\$0.00	\$70.23
8	90.00	\$42.72	\$10.30	\$11.95	\$11.25	\$0.00	\$76.22

<b>Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.26	\$10.35	\$0.00	\$0.00	\$0.00	\$34.61
2	55.00	\$26.69	\$10.35	\$0.00	\$6.93	\$0.00	\$43.97
3	60.00	\$29.11	\$10.35	\$0.00	\$7.56	\$0.00	\$47.02
4	65.00	\$31.54	\$10.35	\$0.00	\$8.19	\$0.00	\$50.08
5	70.00	\$33.96	\$10.35	\$12.00	\$8.82	\$0.00	\$65.13
6	75.00	\$36.39	\$10.35	\$12.00	\$9.45	\$0.00	\$68.19
7	80.00	\$38.82	\$10.35	\$12.00	\$10.08	\$0.00	\$71.25
8	90.00	\$43.67	\$10.35	\$12.00	\$11.34	\$0.00	\$77.36

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) *	7/1/2025	\$48.01	\$10.30	\$11.95	\$12.50	\$0.00	\$82.76
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	1/1/2026	\$49.06	\$10.35	\$12.00	\$12.60	\$0.00	\$84.01
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

<b>Apprentice: PAINTER / TAPER (BRUSH, NEW) *</b>							
<b>Effective Date: 7/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.01	\$10.30	\$0.00	\$0.00	\$0.00	\$34.31
2	55.00	\$26.41	\$10.30	\$0.00	\$6.88	\$0.00	\$43.59
3	60.00	\$28.81	\$10.30	\$0.00	\$7.50	\$0.00	\$46.61
4	65.00	\$31.21	\$10.30	\$0.00	\$8.13	\$0.00	\$49.64
5	70.00	\$33.61	\$10.30	\$11.95	\$8.75	\$0.00	\$64.61
6	75.00	\$36.01	\$10.30	\$11.95	\$9.38	\$0.00	\$67.64
7	80.00	\$38.41	\$10.30	\$11.95	\$10.00	\$0.00	\$70.66
8	90.00	\$43.21	\$10.30	\$11.95	\$11.25	\$0.00	\$76.71

<b>Apprentice: PAINTER / TAPER (BRUSH, NEW) *</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.53	\$10.35	\$0.00	\$0.00	\$0.00	\$34.88
2	55.00	\$26.98	\$10.35	\$0.00	\$6.93	\$0.00	\$44.26
3	60.00	\$29.44	\$10.35	\$0.00	\$7.56	\$0.00	\$47.35
4	65.00	\$31.89	\$10.35	\$0.00	\$8.19	\$0.00	\$50.43
5	70.00	\$34.34	\$10.35	\$12.00	\$8.82	\$0.00	\$65.51
6	75.00	\$36.80	\$10.35	\$12.00	\$9.45	\$0.00	\$68.60
7	80.00	\$39.25	\$10.35	\$12.00	\$10.08	\$0.00	\$71.68
8	90.00	\$44.15	\$10.35	\$12.00	\$11.34	\$0.00	\$77.84

Apprentice to Journeyworker Ratio: 1:1

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT)	7/1/2025	\$46.07	\$10.30	\$11.95	\$12.50	\$0.00	\$80.82
PAINTERS LOCAL 35	1/1/2026	\$47.12	\$10.35	\$12.00	\$12.60	\$0.00	\$82.07
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.04	\$10.30	\$0.00	\$0.00	\$0.00	\$33.34
2	55.00	\$25.34	\$10.30	\$0.00	\$6.88	\$0.00	\$42.52
3	60.00	\$27.64	\$10.30	\$0.00	\$7.50	\$0.00	\$45.44
4	65.00	\$29.95	\$10.30	\$0.00	\$8.13	\$0.00	\$48.38
5	70.00	\$32.25	\$10.30	\$11.95	\$8.75	\$0.00	\$63.25
6	75.00	\$34.55	\$10.30	\$11.95	\$9.38	\$0.00	\$66.18
7	80.00	\$36.86	\$10.30	\$11.95	\$10.00	\$0.00	\$69.11
8	90.00	\$41.46	\$10.30	\$11.95	\$11.25	\$0.00	\$74.96

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.56	\$10.35	\$0.00	\$0.00	\$0.00	\$33.91
2	55.00	\$25.92	\$10.35	\$0.00	\$6.93	\$0.00	\$43.20
3	60.00	\$28.27	\$10.35	\$0.00	\$7.56	\$0.00	\$46.18
4	65.00	\$30.63	\$10.35	\$0.00	\$8.19	\$0.00	\$49.17
5	70.00	\$32.98	\$10.35	\$12.00	\$8.82	\$0.00	\$64.15
6	75.00	\$35.34	\$10.35	\$12.00	\$9.45	\$0.00	\$67.14
7	80.00	\$37.70	\$10.35	\$12.00	\$10.08	\$0.00	\$70.13
8	90.00	\$42.41	\$10.35	\$12.00	\$11.34	\$0.00	\$76.10

### Apprentice to Journeyworker Ratio: 1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	6/1/2025	\$39.84	\$10.15	\$9.50	\$9.21	\$0.00	\$68.70
LABORERS	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.21	\$0.00	\$70.08
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.21	\$0.00	\$71.52
	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.21	\$0.00	\$72.96

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

PANEL & PICKUP TRUCKS DRIVER	6/1/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$0.00	\$76.52
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$0.00	\$78.13
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$0.00	\$78.73
	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PILE DRIVER"							
PILE DRIVER	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							

**Apprentice: PILE DRIVER****Effective Date: 8/1/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$25.11	\$10.08	\$0.00	\$2.53	\$0.00	\$37.72
2	55.00	\$30.68	\$10.08	\$0.00	\$5.07	\$0.00	\$45.83
3	70.00	\$39.05	\$10.08	\$11.62	\$7.60	\$0.00	\$68.35
4	80.00	\$44.63	\$10.08	\$11.62	\$10.14	\$0.00	\$76.47

**Apprentice to Journeyworker Ratio: 1:5**

PIPEFITTER & STEAMFITTER	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58
PIPEFITTERS LOCAL 537							
PIPEFITTERS LOCAL 537							

**Apprentice: PIPEFITTER & STEAMFITTER****Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$27.63	\$13.45	\$13.75	\$9.30	\$0.00	\$64.13
2	45.00	\$31.09	\$13.45	\$13.75	\$9.30	\$0.00	\$67.59
3	60.00	\$41.45	\$13.45	\$13.75	\$9.30	\$0.00	\$77.95
4	70.00	\$48.36	\$13.45	\$13.75	\$9.30	\$0.00	\$84.86
5	80.00	\$55.26	\$13.45	\$13.75	\$9.30	\$0.00	\$91.76

**Apprentice to Journeyworker Ratio: 1:3**

PIPELAYER	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY)	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

PLUMBERS & GASFITTERS	3/2/2025	\$69.84	\$14.32	\$12.31	\$8.00	\$0.00	\$104.47
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**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PLUMBERS & GASFITTERS LOCAL 12							
PLUMBERS & GASFITTERS LOCAL 12							

**Apprentice: PLUMBERS & GASFITTERS****Effective Date: 3/2/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$24.44	\$14.32	\$4.61	\$2.80	\$0.00	\$46.17
2	40.00	\$27.94	\$14.32	\$5.22	\$3.20	\$0.00	\$50.68
3	55.00	\$38.41	\$14.32	\$7.07	\$4.40	\$0.00	\$64.20
4	65.00	\$45.40	\$14.32	\$8.30	\$5.20	\$0.00	\$73.22
5	75.00	\$52.38	\$14.32	\$9.53	\$6.00	\$0.00	\$82.23

**Apprentice to Journeyworker Ratio: 1:2**

PNEUMATIC CONTROLS (TEMP.)	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58
PIPEFITTERS LOCAL 537							
PIPEFITTERS LOCAL 537							

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

POWDERMAN & BLASTER	6/1/2025	\$40.84	\$10.15	\$9.50	\$9.11	\$0.00	\$69.60
LABORERS	12/1/2025	\$42.22	\$10.15	\$9.50	\$9.11	\$0.00	\$70.98
LABORERS - ZONE 2	6/1/2026	\$43.66	\$10.15	\$9.50	\$9.11	\$0.00	\$72.42
	12/1/2026	\$45.10	\$10.15	\$9.50	\$9.11	\$0.00	\$73.86
	6/1/2027	\$46.55	\$10.15	\$9.50	\$9.11	\$0.00	\$75.31
	12/1/2027	\$48.00	\$10.15	\$9.50	\$9.11	\$0.00	\$76.76
	6/1/2028	\$49.50	\$10.15	\$9.50	\$9.11	\$0.00	\$78.26
	12/1/2028	\$51.00	\$10.15	\$9.50	\$9.11	\$0.00	\$79.76

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER (HEAVY & HIGHWAY)	6/1/2025	\$40.84	\$9.90	\$9.50	\$9.21	\$0.00	\$69.45
LABORERS	12/1/2025	\$42.22	\$9.90	\$9.50	\$9.21	\$0.00	\$70.83
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.66	\$9.90	\$9.50	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.10	\$9.90	\$9.50	\$9.21	\$0.00	\$73.71

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWER SHOVEL/DERRICK/TRENCHING MACHINE	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE)	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	6/1/2025	\$37.52	\$15.55	\$13.25	\$3.25	\$0.00	\$69.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$38.47	\$15.55	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$39.33	\$15.55	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$40.28	\$15.55	\$13.25	\$3.25	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER	1/1/2025	\$27.60	\$11.26	\$6.15	\$0.00	\$0.00	\$45.01
TEAMSTERS 170							
TEAMSTERS 170 - Dauphinais (Bellingham)							
RECLAIMERS	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg)	8/1/2025	\$53.53	\$13.28	\$12.67	\$9.03	\$0.00	\$88.51
ROOFERS LOCAL 33	2/1/2026	\$54.78	\$13.28	\$12.67	\$9.03	\$0.00	\$89.76
ROOFERS LOCAL 33							



## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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## Apprentice: ROOFER (Inc.Roofing Waterproofing &amp;Roofing Damproofg)

Effective Date: 8/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$13.28	\$6.52	\$9.03	\$0.00	\$55.60
2	60.00	\$32.12	\$13.28	\$12.67	\$9.03	\$0.00	\$67.10
3	65.00	\$34.79	\$13.28	\$12.67	\$9.03	\$0.00	\$69.77
4	75.00	\$40.15	\$13.28	\$12.67	\$9.03	\$0.00	\$75.13
5	85.00	\$45.50	\$13.28	\$12.67	\$9.03	\$0.00	\$80.48

## Apprentice: ROOFER (Inc.Roofing Waterproofing &amp;Roofing Damproofg)

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.39	\$13.28	\$6.52	\$9.03	\$0.00	\$56.22
2	60.00	\$32.87	\$13.28	\$12.67	\$9.03	\$0.00	\$67.85
3	65.00	\$35.61	\$13.28	\$12.67	\$9.03	\$0.00	\$70.59
4	75.00	\$41.09	\$13.28	\$12.67	\$9.03	\$0.00	\$76.07
5	85.00	\$46.56	\$13.28	\$12.67	\$9.03	\$0.00	\$81.54

## Apprentice Notes

\*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

Apprentice to Journeyworker Ratio: 1:5

ROOFER SLATE / TILE / PRECAST CONCRETE	8/1/2025	\$53.78	\$13.28	\$12.67	\$9.03	\$0.00	\$88.76
ROOFERS LOCAL 33	2/1/2026	\$55.03	\$13.28	\$12.67	\$9.03	\$0.00	\$90.01
ROOFERS LOCAL 33							

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

## Apprentice: SHEETMETAL WORKER

Effective Date: 7/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$5.82	\$4.95	\$0.00	\$0.85	\$31.19
2	50.00	\$21.74	\$6.47	\$5.51	\$0.00	\$0.94	\$34.66
3	55.00	\$23.91	\$7.12	\$9.91	\$0.00	\$1.15	\$42.09
4	60.00	\$26.09	\$7.76	\$9.91	\$0.00	\$1.23	\$44.99
5	65.00	\$28.26	\$8.41	\$9.91	\$0.00	\$1.31	\$47.89

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: SHEETMETAL WORKER</b>							
<b>Effective Date: 7/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
6	70.00	\$30.44	\$9.06	\$9.91	\$0.00	\$1.39	\$50.80
7	75.00	\$32.61	\$9.71	\$9.91	\$0.00	\$1.47	\$53.70
8	80.00	\$34.78	\$10.35	\$9.91	\$8.72	\$1.78	\$65.54
9	85.00	\$36.96	\$11.00	\$9.91	\$8.72	\$1.86	\$68.45
10	90.00	\$39.13	\$11.65	\$9.91	\$8.72	\$1.94	\$71.35
<b>Apprentice: SHEETMETAL WORKER</b>							
<b>Effective Date: 7/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$5.96	\$4.95	\$0.00	\$0.85	\$31.33
2	50.00	\$21.74	\$6.62	\$5.51	\$0.00	\$0.94	\$34.81
3	55.00	\$23.91	\$7.28	\$9.91	\$0.00	\$1.15	\$42.25
4	60.00	\$26.09	\$7.94	\$9.91	\$0.00	\$1.23	\$45.17
5	65.00	\$28.26	\$8.60	\$9.91	\$0.00	\$1.31	\$48.08
6	70.00	\$30.44	\$9.27	\$9.91	\$0.00	\$1.39	\$51.01
7	75.00	\$32.61	\$9.93	\$9.91	\$0.00	\$1.47	\$53.92
8	80.00	\$34.78	\$10.59	\$9.91	\$9.92	\$1.78	\$66.98
9	85.00	\$36.96	\$11.25	\$9.91	\$9.92	\$1.86	\$69.90
10	90.00	\$39.13	\$11.92	\$9.91	\$9.92	\$1.94	\$72.82
<b>Apprentice to Journeyworker Ratio: 1:3</b>							
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	6/1/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$0.00	\$76.98
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$0.00	\$78.59
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	6/1/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$0.00	\$77.27
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$0.00	\$78.88
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$0.00	\$79.48
	6/1/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$0.00	\$80.48
	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22
	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82
SPRINKLER FITTER	10/1/2025	\$72.05	\$12.25	\$7.40	\$19.50	\$0.00	\$111.20
SPRINKLER FITTERS LOCAL 550	1/1/2026	\$72.05	\$13.45	\$7.45	\$18.25	\$0.00	\$111.20
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1							

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: SPRINKLER FITTER</b>							
<b>Effective Date: 10/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	\$25.22	\$12.25	\$14.22	\$19.50	\$0.00	\$71.19
2	0.00	\$28.82	\$12.25	\$15.20	\$19.50	\$0.00	\$75.77
3	0.00	\$32.42	\$12.25	\$16.18	\$19.50	\$0.00	\$80.35
4	0.00	\$36.03	\$12.25	\$17.15	\$19.50	\$0.00	\$84.93
5	0.00	\$39.63	\$12.25	\$18.12	\$19.50	\$0.00	\$89.50
6	0.00	\$43.23	\$12.25	\$19.10	\$19.50	\$0.00	\$94.08
7	0.00	\$46.83	\$12.25	\$20.08	\$19.50	\$0.00	\$98.66
8	0.00	\$50.40	\$12.25	\$21.04	\$19.50	\$0.00	\$103.19
9	0.00	\$54.04	\$12.25	\$22.02	\$19.50	\$0.00	\$107.81
10	0.00	\$57.64	\$12.25	\$23.00	\$19.50	\$0.00	\$112.39

<b>Apprentice: SPRINKLER FITTER</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	\$25.22	\$13.45	\$13.84	\$18.25	\$0.00	\$70.76
2	0.00	\$28.82	\$13.45	\$14.75	\$18.25	\$0.00	\$75.27
3	0.00	\$32.42	\$13.45	\$15.67	\$18.25	\$0.00	\$79.79
4	0.00	\$36.03	\$13.45	\$16.57	\$18.25	\$0.00	\$84.30
5	0.00	\$39.63	\$13.45	\$17.49	\$18.25	\$0.00	\$88.82
6	0.00	\$43.23	\$13.45	\$18.40	\$18.25	\$0.00	\$93.33
7	0.00	\$46.83	\$13.45	\$19.32	\$18.25	\$0.00	\$97.85
8	0.00	\$50.44	\$13.45	\$20.22	\$18.25	\$0.00	\$102.36
9	0.00	\$54.04	\$13.45	\$21.15	\$18.25	\$0.00	\$106.89
10	0.00	\$57.64	\$13.45	\$22.05	\$18.25	\$0.00	\$111.39

Apprentice Notes

Apprentice entered prior 9/30/10:

## Apprentice to Journeyworker Ratio: 1:3

STEAM BOILER OPERATOR	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS	8/1/2025	\$66.89	\$11.49	\$15.57	\$8.02	\$0.00	\$101.97
BRICKLAYERS LOCAL 3	2/1/2026	\$68.24	\$11.49	\$15.57	\$8.02	\$0.00	\$103.32
BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	\$70.44	\$11.49	\$15.57	\$8.02	\$0.00	\$105.52
	2/1/2027	\$71.84	\$11.49	\$15.57	\$8.02	\$0.00	\$106.92

### Apprentice: TERRAZZO FINISHERS

Effective Date: 8/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.45	\$11.49	\$15.57	\$8.02	\$0.00	\$68.53
2	60.00	\$40.13	\$11.49	\$15.57	\$8.02	\$0.00	\$75.21
3	70.00	\$46.82	\$11.49	\$15.57	\$8.02	\$0.00	\$81.90
4	80.00	\$53.51	\$11.49	\$15.57	\$8.02	\$0.00	\$88.59
5	90.00	\$60.20	\$11.49	\$15.57	\$8.02	\$0.00	\$95.28

### Apprentice: TERRAZZO FINISHERS

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.12	\$11.49	\$15.57	\$8.02	\$0.00	\$69.20
2	60.00	\$40.94	\$11.49	\$15.57	\$8.02	\$0.00	\$76.02
3	70.00	\$47.77	\$11.49	\$15.57	\$8.02	\$0.00	\$82.85
4	80.00	\$54.59	\$11.49	\$15.57	\$8.02	\$0.00	\$89.67
5	90.00	\$61.42	\$11.49	\$15.57	\$8.02	\$0.00	\$96.50

### Apprentice to Journeyworker Ratio: 1:5

TEST BORING DRILLER	6/1/2025	\$51.20	\$10.15	\$9.50	\$9.80	\$0.00	\$80.65
LABORERS	12/1/2025	\$52.70	\$10.15	\$9.50	\$9.80	\$0.00	\$82.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$54.25	\$10.15	\$9.50	\$9.80	\$0.00	\$83.70
	12/1/2026	\$55.75	\$10.15	\$9.50	\$9.80	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	6/1/2025	\$47.32	\$10.15	\$9.50	\$9.80	\$0.00	\$76.77
LABORERS	12/1/2025	\$48.82	\$10.15	\$9.50	\$9.80	\$0.00	\$78.27
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.37	\$10.15	\$9.50	\$9.80	\$0.00	\$79.82
	12/1/2026	\$51.87	\$10.15	\$9.50	\$9.80	\$0.00	\$81.32

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER	6/1/2025	\$47.20	\$10.15	\$9.50	\$9.80	\$0.00	\$76.65
LABORERS	12/1/2025	\$48.70	\$10.15	\$9.50	\$9.80	\$0.00	\$78.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.25	\$10.15	\$9.50	\$9.80	\$0.00	\$79.70
	12/1/2026	\$51.75	\$10.15	\$9.50	\$9.80	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

TRACTORS/PORTABLE STEAM GENERATORS	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT	6/1/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$0.00	\$77.56
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$0.00	\$79.17
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77
	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR	6/1/2025	\$59.43	\$10.15	\$9.50	\$10.25	\$0.00	\$89.33
LABORERS	12/1/2025	\$60.93	\$10.15	\$9.50	\$10.25	\$0.00	\$90.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$62.48	\$10.15	\$9.50	\$10.25	\$0.00	\$92.38
	12/1/2026	\$63.98	\$10.15	\$9.50	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	6/1/2025	\$61.43	\$10.15	\$9.50	\$10.25	\$0.00	\$91.33
LABORERS	12/1/2025	\$62.93	\$10.15	\$9.50	\$10.25	\$0.00	\$92.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$64.48	\$10.15	\$9.50	\$10.25	\$0.00	\$94.38
	12/1/2026	\$65.98	\$10.15	\$9.50	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR	6/1/2025	\$51.50	\$10.15	\$9.50	\$10.25	\$0.00	\$81.40
LABORERS	12/1/2025	\$53.00	\$10.15	\$9.50	\$10.25	\$0.00	\$82.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$54.55	\$10.15	\$9.50	\$10.25	\$0.00	\$84.45
	12/1/2026	\$56.05	\$10.15	\$9.50	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE)	6/1/2025	\$53.50	\$10.15	\$9.50	\$10.25	\$0.00	\$83.40
LABORERS	12/1/2025	\$55.00	\$10.15	\$9.50	\$10.25	\$0.00	\$84.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$56.55	\$10.15	\$9.50	\$10.25	\$0.00	\$86.45
	12/1/2026	\$58.05	\$10.15	\$9.50	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	6/1/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$0.00	\$76.98
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$0.00	\$78.59
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
VOICE-DATA-VIDEO TECHNICIAN	9/7/2025	\$36.12	\$14.98	\$13.94	\$3.97	\$0.00	\$69.01
ELECTRICIANS LOCAL 96	9/6/2026	\$37.04	\$15.96	\$14.20	\$4.07	\$0.00	\$71.27
ELECTRICIANS LOCAL 96							

**Apprentice: VOICE-DATA-VIDEO TECHNICIAN****Effective Date: 9/7/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: VOICE-DATA-VIDEO TECHNICIAN</b>							
<b>Effective Date: 9/7/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.06	\$14.98	\$0.54	\$3.97	\$0.00	\$37.55
2	55.00	\$19.87	\$14.98	\$0.60	\$3.97	\$0.00	\$39.42
3	60.00	\$21.67	\$14.98	\$13.51	\$3.97	\$0.00	\$54.13
4	65.00	\$23.48	\$14.98	\$13.56	\$3.97	\$0.00	\$55.99
5	70.00	\$25.28	\$14.98	\$13.62	\$3.97	\$0.00	\$57.85
6	75.00	\$27.09	\$14.98	\$13.67	\$3.97	\$0.00	\$59.71
7	80.00	\$28.90	\$14.98	\$13.73	\$3.97	\$0.00	\$61.58
8	85.00	\$30.70	\$14.98	\$13.78	\$3.97	\$0.00	\$63.43
<b>Apprentice: VOICE-DATA-VIDEO TECHNICIAN</b>							
<b>Effective Date: 9/6/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.52	\$15.96	\$0.56	\$4.07	\$0.00	\$39.11
2	55.00	\$20.37	\$15.96	\$0.61	\$4.07	\$0.00	\$41.01
3	60.00	\$22.22	\$15.96	\$13.76	\$4.07	\$0.00	\$56.01
4	65.00	\$24.08	\$15.96	\$13.81	\$4.07	\$0.00	\$57.92
5	70.00	\$25.93	\$15.96	\$13.87	\$4.07	\$0.00	\$59.83
6	75.00	\$27.78	\$15.96	\$13.92	\$4.07	\$0.00	\$61.73
7	80.00	\$29.63	\$15.96	\$13.98	\$4.07	\$0.00	\$63.64
8	85.00	\$31.48	\$15.96	\$14.03	\$4.07	\$0.00	\$65.54
<b>Apprentice to Journeyworker Ratio: 1:1</b>							
WAGON DRILL OPERATOR	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$40.09	\$10.15	\$9.50	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER	3/2/2025	\$69.84	\$14.32	\$12.31	\$8.00	\$0.00	\$104.47
PLUMBERS & GASFITTERS LOCAL 12							
PLUMBERS & GASFITTERS LOCAL 12							
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

**Additional Apprentice Information**

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.



# TOWN OF SOUTHBOROUGH<sup>1</sup>

PROJECT NAME \_\_\_\_\_

STATE CONTRACT # (if applicable) \_\_\_\_\_

DATE: \_\_\_\_\_

This Contract is entered into on, or as of, this date by and between Town of Southborough, 17 Common Street, Southborough, MA 01772 (the "Town"), and

\_\_\_\_\_  
["Contractor"]

\_\_\_\_\_  
[Contact Name for Responsible Person]

\_\_\_\_\_  
[Address of the Contractor]

\_\_\_\_\_  
[Telephone Number]

\_\_\_\_\_  
[FAX Number]

\_\_\_\_\_  
[email address]

1. This is a Contract for the procurement of the following:

(Describe the work to be performed or attach agreed-upon scope of services)

2. The Contract price to be paid to the Contractor by the Town is:

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$ \_\_\_\_\_ as more fully set forth in the Contractor Documents.

<sup>1</sup> Construction under \$250k

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

#### 4. Security:

4.1 In the event the contract price exceeds the sum of \$10,000.00, the Contractor must provide security in the form of a bond or otherwise, conditioned upon the faithful performance of this Contract.

4.2 If this Contract is to be used for either Building Construction subject to MGL c. 149 or Public Works Construction subject to MGL c. 30, § 39M or MGL c. 30B, § 5 the following chart and notes are provided for clarification on the minimum required security subject to the Town requiring additional security:

Contract Price	Performance Bond	Payment Bond	Bid Deposit
Under \$10,000	No	No	No
\$10,000 - \$25,000	No	No	No
\$25,001 - \$50,000	No	50% of total contract price <sup>2</sup>	No
\$50,001 - \$150,000 <sup>3</sup>	No	50% of total contract price	5% of total bid
Over \$150,000 <sup>4</sup>	100% of contract price	100% of contract price	5% of total bid

#### 5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract Documents are

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<sup>2</sup> As required by MGL c. 149, § 29 for Building Construction Contracts as well as Public Works (Non-Building) Construction Contracts (with Labor) subject to MGL c. 30, § 39M, or MGL c. 30B, § 5.

<sup>3</sup> This \$150,000 threshold is applicable to only Building Construction Contracts subject to MGL c. 149, but not to Public Works (Non-Building) Construction Contracts (with Labor) subject to MGL c. 30, § 39M, that are more than \$50,000. This row applies to all Public Works Contracts subject to MGL c. 30, § 39M, that are greater than \$50,000.

<sup>4</sup> The requirements of this row only apply to for Building Construction Contracts subject MGL c. 149, but not for Public Works (Non-Building) Construction Contracts (with Labor) subject to MGL c. 30, § 39M, or MGL c. 30B, § 5.

complementary, and what is called for by any one shall be as binding as if called for by all. The purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract. If there are any discrepancies between the contract documents, the terms of this contract shall take precedence.

- 5.3 The Contractor: The “other party” to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term “Contractor” shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

#### 6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before \_\_\_\_\_, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

#### 7. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

#### 8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

#### 9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days’ notice when in the Town’s sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail,

certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

9.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

## 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's time for performance may be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

## 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Southborough shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

## 12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, wage regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor hereby agrees to indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

## 13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

#### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

#### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency’s practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by a majority of the Board of Selectmen; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Southborough unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth of Massachusetts.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Southborough shall be individually or personally liable on any obligation of the Town under this Contract.

## 21. Indemnification:

The Contractor hereby agrees to indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor hereby agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor hereby agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.
- 21.5 The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance



### 22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the

insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

### 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Southborough as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to

any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

- d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issuing any material for publication through any medium.

### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person

for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

#### 26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

#### 28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the

party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Southborough by:

The Contractor by:

\_\_\_\_\_  
Select Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name & Title

Certified as to  
Appropriation/Availability of Funds:

Chief Procurement Officer:

\_\_\_\_\_  
Town Accountant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Certified as to Form:

\_\_\_\_\_  
Town Counsel

\_\_\_\_\_  
Date

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

**CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor  
principal place of business is at \_\_\_\_\_,

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that  
\_\_\_\_\_ has paid all  
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Federal Tax ID # or Social Security #

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

## EXAMPLE CLERK'S CERTIFICATE

\_\_\_\_\_  
Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all Contract Documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Corporation

## SUPPLEMENT “C”

### [] CONSTRUCTION

SUPPLEMENT “C” - Applicable to Contracts for the construction of:

(1) Public Buildings and Public Works

(governed by the provisions of General Laws Chapter 30B);

(2) Public Buildings

(governed by the provisions of General Laws Chapter 149, § 44A, et seq.); and

(3) Public Works

(governed by the provisions of General Laws Chapter 30, §39M, et seq)

1. This form supplements the Town of Southborough “Contract and General Conditions” and applies only to contracts for the construction, reconstruction, alteration, remodeling or repair of public works or public buildings.
2. Wherever the law requires one contracting with a city or town to be bonded, such obligation shall be understood to be a term and condition of this Contract. The Contractor agrees to secure such bonds (where required) in the form required by the Town and provide an original thereof to the Town prior to the commencement of performance.
3. Equality:
  - 3.1. In the case of a closed Specification written for a specific item or items to be furnished under the Base Bid, such specifications shall, as applicable, be in compliance with the Massachusetts General Laws, Chapter 30, Section 39M and Chapter 149, Sec. 44A et seq.
  - 3.2. Where the name of an item, material or manufacturer is mentioned in the Specifications or on the Drawings, except as above noted, the intent is to establish a standard and in no way should be construed to exclude any item or manufacturer not mentioned by name, but whose product meets the Specifications as to design, utility and quality. Final decision shall rest solely with the Town’s Project Representative (herein after “Project Representative”) as to its acceptability.
4. Change Orders:
  - 4.1. Change orders must receive the approval of the Town Administrator and the appropriate Department or Division Head and must be supported by the project engineers and architects, if any.
  - 4.2. Change orders to contracts governed by General Laws Chapter 30B may not increase the quantity of goods or services provided by more than twenty-five (25%) per cent, in compliance with Sec. 13 of Chapter 30B.
5. The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Sec. 1, et seq. (Minimum Wage

Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 and 27D (Prevailing Wage), as shall be in force and as amended.

6. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the property of the Town and others, including adjacent property, from injury or loss arising in connection with the Contract. The Contractor shall make good any such damage, injury or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Town, or due to causes beyond the Contractor's control and not the Contractor's fault or negligence.
7. The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and local laws and codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor will erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, shall post danger signs warning against the hazards created by such features of construction such as pits, protruding nails, hosts, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents.
8. The Town shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide suitable accommodations for such access.
9. The Contractor shall appoint a competent superintendent and foreman and any necessary assistants, all of whom shall be satisfactory to the Town. If the Town in its sole discretion determines that the construction superintendent, foreman, or assistants are unacceptable to the Town, then upon seven days' notice from the Town, the Contractor shall replace such person or persons with people acceptable to the Town.
10. The Contractor shall give efficient supervision to the work, using its best skill and attention. The Contractor shall carefully study and compare the drawings, specifications and other instructions and shall at once report to the Town any error, inconsistency or omission which shall be discovered. Included in this responsibility shall be supervision of all work performed by subcontractors on the work.
11. Notwithstanding any other provision of this Contract to the contrary, if the Contractor should neglect to prosecute the work properly, or fail to perform the contract or any of its provisions, the Town, upon three days' written notice, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
12. Inspection by the Town's Project Representative
  - 12.1. The Town shall have the right to designate a Project Representative who may make periodic visits to the site to familiarize the Town generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. The Project Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract



Documents. During such visits and on the basis of these observations while at the site, the Project Representative will keep the Town informed on the progress of the work, will endeavor to guard the Town against defects and deficiencies in the work of contractors, and may condemn structural work as failing to conform to the Contract Documents. The Project Representative shall have authority to act on behalf of the Town only to the extent expressly delegated by the Town, which shall be shown to the Contractor, and shall have authority to stop the work whenever such stoppage may reasonably be necessary to insure the proper execution of the Contract.

- 12.2. In connection with the work, the Project Representative shall not be responsible for construction methods, means, techniques, sequences or procedures employed by the Contractor or the Contractor's safety programs, requirements, regulations, or precautions.

13. Decisions of the Project Representative

- 13.1. The Project Representative shall, within a reasonable time, make decisions on all claims of the Town or the Contractor and on all other matters relating to the execution and progress of the structural work or the interpretation of the Contract Documents.
- 13.2. The Project Representative's decision, in matters relating to the project, shall be final, if within the terms of the Contract Documents.
- 13.3. If, however, the Project Representative fails to render a decision within ten days after the parties have presented their evidence, either party may then avail itself of the remedies provided in this Contract or available to it by law. If the Project Representative renders a decision after such remedies have commenced, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decision is acceptable to the parties concerned.

14.1 Use of Premises by the Contractor:

- 14.1. The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law, by-laws, permits or directions of the Town and shall not unreasonably encumber the premises with its materials.
- 14.2. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

15. Maintenance of Premises:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the work site and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean", or its equivalent, unless more exactly specified. In case of dispute, the Town may remove the rubbish and charge the cost to the several contractors, as the Town shall determine to be just.

16. Right to Terminate

- 16.1 In addition to any other remedies herein provided and notwithstanding any other provisions hereof to the contrary, if the Contractor should (1) be adjudged a bankrupt, (2) make a general assignment for the benefit of creditors, (3) have a receiver appointed on account of its insolvency, (4) persistently or repeatedly refuse or fail to supply enough personnel and resources to perform the contract, (5) fail to make prompt payment to subcontractors or to providers of materials or labor, (6) persistently disregard laws and regulations or lawful directives of the Town, or (7) be guilty of a substantial violation of any provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving the Contractor (or any surety) seven (7) days' written notice, terminate the contract and the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it deems appropriate.
- 16.2 In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid amount owed to the Contractor for work already completed shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, legal and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balances, the Contractor shall pay the difference to the Town.
- 16.3 The Contractor shall not be relieved of liability to, or duty to indemnify, the Town by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor's performance under this contract shall survive any termination hereunder.

Notwithstanding any other provision of this Contract, the Town reserves the right at any time in its absolute discretion to suspend or terminate this Contract in whole or in part for its convenience upon seven (7) days' written notice to the Contractor. The Town shall incur no liability by reason of such termination except for the obligation to pay compensation for all work performed by the Contractor and accepted by the Town to the termination date.

17. Progress Payments:

- 17.1. The Contractor shall, before the first application for payment, submit to the Town a schedule of values of the various parts of the work, including quantities aggregating the total sum of the Contract, divided so as to facilitate payments to Subcontractors, made out in such form as the Town and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness. This schedule, when approved by the Town, shall be used as a basis for payment, unless it is found to be in error. If applying for payments, the Contractor shall submit a statement based upon this schedule.
- 17.2. The Contractor shall submit to the Town an itemized Application for Payment, supported to the extent required by the Town by invoices or other vouchers, showing payments for materials and labor, payments to Subcontractors and such other evidence of the Contractor's right to payment.
- 17.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of 5 percent ( 5 %);

.3 Subtract the aggregate of previous payments made by the Town; and

.4 Subtract amounts, if any, for which the Town has withheld or nullified a Certificate for Payment as provided in Section 18, below.

18. Withholding of Payments

18.1. The Town may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary in its reasonable opinion to protect the Town of Southborough from loss on account of:

18.1.1. Defective work not remedied.

18.1.2. Claims filed or reasonable evidence indicating probable filing of claims.

18.1.3. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.

18.1.4. A reasonable doubt that the Contract can be completed for the balance then unpaid.

18.1.5. Damage to another contractor.

18.1.6. Delays resulting in liquidated damages.

18.2. Withholding of payments shall be in strict compliance with statutory requirements.

19. Claims by Contractor and Liability of Town

19.1 All claims by the Contractor against the Town shall, unless otherwise provided by law, be initiated by a written claim submitted to the Town no later than seven (7) calendar days' after the event or the first appearance of the circumstances causing the claim. The claim shall set forth in detail all known facts and circumstances supporting the claim. The Contractor shall continue its performance under this contract regardless of the submission or existence of any claims.

19.2 The limit of liability of the Town under this Contract is limited to the compensation provided herein for work actually performed, and shall in no event include liability for delays or for incidental, special or consequential damages or lost profits or for damages or loss from causes beyond the Town's reasonable control.

20. Damages for Delay:

The Contractor shall have no claims for any damages, costs, or expenses of any kind or nature, for any suspension, delay, interruption, frustration, obstruction, hindrance, interference, compression or acceleration of the work on the part of the Town, architect, or any of their consultants in performing or furnishing any work, or resulting from problems or deficiencies with materials, information, or documentation and/or decisions in connection with the execution of the work. Except as otherwise provided by applicable law, the Contractor's sole remedy for such delay shall be for a claim for an extension of time to the time for contract performance.

21. Liquidated Damages:

Because both parties recognize (1) that the time for completion of this Contract is of the essence, (2) that the Town will suffer loss if the work is not completed within the contract time specified, plus any extension thereof allowed in accordance with the provisions of this contract, and (3) the delays, expense and difficulties involved in a legal proceeding to determine the actual loss suffered by the Town if the work is not completed in time, it is agreed that the Contractor will pay the Town as liquidated damages representing an estimate of delay damages to which the Contractor agrees by entering into this Contract, not as a penalty, the sum of One Thousand Dollars (\$1,000) per day for each calendar day of delay until the work is completed, whether the work is completed by the Contractor or some other person. The Town's right to impose liquidated damages shall in no way prohibit or restrict the Town's right to bring a legal action for damages in lieu of or in addition to its option to impose liquidated damages. The Town may deduct any liquidated damages from money due the Contractor, and if such payment is insufficient to cover the liquidated damages, then the Contractor shall pay the amount due.

22. The Contractors' Mutual Responsibility:

Should the Contractor cause damage to any separate subcontractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement, or by recourse to remedies provided by law or by the provisions of the contract. If such separate contractor sues the Town on account of any damage alleged to have been sustained, the Town shall notify the Contractor, who shall defend such proceedings at the Town's expense and, if any judgment against the Town arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Town including attorney's fees and related costs of litigation.

23. Separate Contracts:

23.1. The Town reserves the right to let other Contracts in connection with this work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

23.2. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town any

defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work except as to defects which may develop in the other contractor's work after the execution of its work.

- 23.3. To ensure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Town any discrepancy between the executed work and the Drawings.

24. Subcontracts:

- 24.1. All Subcontracts shall be awarded in conformity with the requirements of the General Laws, Commonwealth of Massachusetts, Chapter 149, Sections 44A to 44L, inclusive.
- 24.2. The Contractor agrees that it is as fully responsible to the Town for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- 24.3. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Town.

25. Contractor-Subcontractor Relations:

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Drawings and Specifications, as far as applicable to its work, including the provisions of the General Laws, Commonwealth of Massachusetts, Chapter 149, Section 44A, et seq.

26. The Contractor's Insurance:

Notwithstanding any other provisions of this Contract to the Contrary and in addition to any requirements set forth in the Contract, the Contractor shall provide and maintain the following insurance:

- 26.1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

26.2 Liability Insurance Requirements

In addition to the liability insurance requirements set forth in the Contract, the liability insurance shall include all major divisions and shall be on a comprehensive general basis including Premises and Operations, Owners and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned and Hired Motor Vehicles. All such insurance shall be written for not less than any limits of liability required by law, unless otherwise provided in the Contract Documents. The Contractor's insurance shall include:

Excess Liability (Umbrella) \$3,000,000

Excess Liability (Umbrella) Insurance (Subcontractors) \$1,000,000 or 1.5 times the value of the subcontract, whichever is higher.

26.3. The above insurance policies shall also be subject to the following requirements:

25.3.1. Insurance coverage for the Contractor's Comprehensive General Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance" shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.

25.3.2 All premium costs shall be included in the Contractor's bid.

27. Protective Liability Insurance:

27.1. The Contractor shall purchase and maintain such insurance as described in the preceding paragraph as will protect the Town from claims which may arise from operations under the Contract, including operations performed for the named insureds by independent contractors and general inspection thereof by the named insureds.

27.2. The Contractor shall also purchase and maintain such insurance as will protect the Town against Automobile Non-Ownership Liability in connection with the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

27.3. The limits of liability for coverage required under the Contract shall be as specified within the Contract Documents.

27.4. The Town shall be named as an additional insured on the above referenced liability Policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements and amendments, shall be the sole responsibility of the Contractor.

28. Liens:

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Town a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor shall comply with all statutory provisions of the General Laws of the Commonwealth of Massachusetts with regard to liens, Chapter 254 and 149 as amended (as a minimum requirement).

29. Guarantees:

29.1. The Contractor guarantees and warrants to the Town that all labor furnished under this Contract will be competent to perform the tasks undertaken, that the product of such labor

will yield only first-class results, that materials and equipment furnished will be of good quality, new, and of recent manufacture unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

- 29.2. If at any time any part of the work constructed under the terms of this contract shall in the opinion of the Town Administrator require repairing due to defective work or materials furnished by the Contractor, he may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to start such repairs within ten days of the date of giving it notice thereof and to complete the same to the satisfaction of the Town Administrator with reasonable dispatch, then the latter may employ other persons to make such repairs. The Town shall charge the expense thereof to the Contractor and may use any moneys still retained to pay for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.
- 29.3. All guarantees and warranties required in the various Sections of the Specifications which originate with a Subcontractor or Manufacturer must be delivered to the Town before final payment to the Contractor may be made for the amount of that subtrade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall be held to constitute a failure of the Subcontractor to fully complete his work in accordance with the Contract Documents. The Contractor's obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.