



**TOWN OF MARSHFIELD
BOARD OF PUBLIC WORKS**

**PREPARED BY:
THE DEPARTMENT OF PUBLIC WORKS**

BID DOCUMENTS AND SPECIFICATIONS FOR

Bay Avenue Beach Nourishment Project Phase 2, Contract 2025-14, Marshfield, MA

December 2024

**FY 25 Coastal Resilience Grant Program
Executive Office of Energy & Environmental Affairs
Coastal Zone Management
24-1042-CZM-ENV 40-104026**

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INVITATION TO BID

TOWN OF MARSHFIELD

Bay Avenue Beach Nourishment Project Phase 2, Contract 2025-14 Marshfield, MA

The Town of Marshfield, through the Board of Public Works, request bids for;

Bay Avenue Beach Nourishment Project Phase 2, Contract 2025-14, Marshfield, MA.

The project consists of supply and delivery and placement of approximately 36,600 CY of compatible beach sediment and placement along Bay Avenue Beach in Marshfield over a distance of approximately 940 linear feet located north of the Bay Avenue-Bay Street Beach Access Ramp. Sediment provided shall meet specification.

The access route will be limited to the Bay Ave Beach Access Ramp.

The contract documents and plans will be available on December 19, 2024, electronically and a hard copy may be viewed at the Department of Public Works, 965 Plain Street, Marshfield, MA. 02050, Monday 8:30AM to 7:00 PM and Tuesday thru Thursday 8:00AM to 4:00PM, and Friday from 8:00AM to 12:00PM.

The Contractor must meet minimum experience criteria and provide equipment to complete the project in a timely manner as specified in the contract documents.

Sealed bids marked “Bay Avenue Beach Nourishment Project Phase 2, Contract 2025-14 Marshfield, MA” will be received at the office of the Department of Public Works until 2:00PM on Thursday January 9, 2025, at which time they will be opened and publicly read in the DPW conference Room, second floor, Office of the DPW at 965 Plain St. All bids shall be based on Department of Public Works issued Contract Documents in PDF File format which specifies required forms and any addenda to the contract.

A pre-bid meeting will be held on Monday December 23, 2024 at 11:00 AM onsite at the beach access ramp.

The awarding authority reserves the right to accept or reject any or all bids as deemed to be in the best interest of the Town of Marshfield. The owner reserves the right to reject any bid of a bidder who cannot satisfy the owner that he has sufficient experience to successfully complete the project. It is the Town’s intention that the contract will be awarded to the Contractor providing the maximum amount of beach sediment for the \$2,052,000 available and the Contractor determined to be responsible and eligible bidder possessing the skill, ability and integrity necessary to the faithful performance of the work.

All proposals are subject to M.G.L. CH30 S39M.

Each bid shall be accompanied by a bid security in the amount and form as stated in the Instructions to Bidders.

For further information, please contact Rod Procaccino, P.E., Town Engineer @ 781-834-5575

INSTRUCTIONS TO BIDDERS

The Town of Marshfield is exempt from the payment of Federal excise taxes as well as Massachusetts sales taxes and prices quoted herein are not to include either. MA exemption number is E046001212.

Bidders who cannot start work at the designated time and continue to completion will not be considered.

All proposals shall be made by attending to each item enumerated below:

1. Acknowledgement of Addenda (if applicable)
2. Fill in all appropriate blank spaces in the Bid Proposal Form
3. Complete References
4. Complete Bid Certification
5. Complete Minority-Female Report
6. Sign Osha 10 Form
7. Grain size results from a certified laboratory demonstrating that the source(s) of nourishment materials meets the specifications provided in Attachment A.
8. Each bid shall be accompanied by a Bid Security in the form of a Bid Bond, Treasurer's Check or Cashiers check made payable to the Town of Marshfield in an amount equal to five percent (5%) of the contractor's bid. Enclose in separate envelope.
9. Submit this proposal intact, without changing any of the text, with the bid bond enclosed, in a sealed envelope marked with the project name and bidders name and address.

Submit bid January 9, 2025 before 2:00PM prevailing time at the office of the Department of Public Works, 965 Plain Street, Marshfield, MA

All bids shall remain open for a period of 15 days after opening.

If applicable, estimated quantities are shown in the Schedule of Prices. The work and contract requirements are stated in the Contract Documents.

A payment bond, issued by a company satisfactory to the Town, in an amount equal to 100% percent of the Total Contract Price are required from the successful bidder.

A performance bond, issued by company satisfactory to the Town, in an amount equal to 100% percent of the Total Contract Price is required from the successful bidder.

The Town reserves the right to satisfy itself as to the complete responsibility of the bidder, toward which object every bidder is required to furnish all information requested.

Notice of acceptance of any proposal will be given to the successful bidder by the Town by posting a letter to the bidder's address stated in the proposal. If, within five (5) days, Sundays and holidays excluded, after notice of acceptance by the Town, the successful bidder shall fail to deliver his

contract duly signed and his bond properly executed, the proposal and acceptance, at the option of the owner, may

become null and void, and the bid security accompanying his proposal shall become property of the Town which may proceed to accept another of the proposals.

The Contractor shall start the work under this contract within the time of ten (10) days which is stated in the Schedule of Prices, provided he shall have been notified to do so by the Town and shall continue to work to completion with all practical dispatch so that it shall be completed within the time stated in the Schedule of Prices.

The sum of five hundred (\$500) dollars as liquidated damages shall be paid by the Contractor to the Town for each and every day in which any work is uncompleted after the time stipulated for such completion.

Workmen's Compensation, Property Damage and Public Liability Insurance requirements are set forth in detail in the Articles.

The Contractor shall comply with all laws, ordinances and regulations of the Federal, State and Municipal Governments which may be in force during the life of the contract, in any manner affecting the employees or the conduct of the work or the materials used or employed in the work. All proposals are subject to Commonwealth of Massachusetts General Laws. Contractor shall report on WBE and MBE participation. The wages paid to labor on the work shall not be less than those prescribed by the Commissioner of Labor and Industries in accordance with Massachusetts General Laws, Chapter 149, Sections 27 & 27A

Any request from a prospective bidder for the interpretation of the meaning of the Contract Drawings, Specifications, or other Contract Documents shall be made in writing to the Town, and given consideration must be received at least five calendar days prior to the date fixed for the opening of proposals. Interpretations will be made by the Town as requested and all interpretations will be made in the form of written Addenda to the Contract Documents, which Addenda shall become part of the Contract. The Addenda will be mailed to all persons who obtain Contract Documents in the manner described in the Advertisement for Proposals, not later than three calendar days prior to the date fixed for the opening of proposals. Failure of any bidder to receive any such Addenda shall not relieve any bidder from any obligation under his proposal as submitted.

At the date fixed for opening of bids, it will be presumed that each bidder has made an examination of the locations and sites of the work to be done under the contract; has satisfied himself to the actual conditions, locations of utilities, requirements and quantities of work; and has read and become thoroughly familiar with Contract Documents, including the Contract Drawings, and all Addenda to them, if any.

The failure of omission of any bidder to receive or examine and become familiar with any form, instrument, or document shall in no way relieve the bidder of any obligation in respect to his proposal.

The awarding authority reserves the right to accept or reject any or all bids as deemed to be in the best interest of the Town of Marshfield. The owner reserves the right to reject any bid of a bidder who cannot satisfy the owner that he has sufficient experience to successfully complete the project. It is the Town's

intention that the contract will be awarded to the lowest cost, responsible and eligible bidder possessing the skill, ability and integrity necessary to the faithful performance of the work.

PROPOSAL

The Town of Marshfield, Massachusetts, acting by and through its Board of Public Works, hereinafter called the Town, having invited proposals for "**_Bay Avenue Beach Nourishment Project Phase 2, Contract 2025-14, Marshfield, MA.**" in accordance with conditions set forth in the foregoing Instructions to the Bidders and in the Specifications and the Contract Drawings; as prepared by the **Town of Marshfield Department of Public Works and Woods Hole Group of Falmouth, MA.**

The undersigned, thereafter referred to as singular and masculine, declares: - that the only persons interested in this Proposal as principals are named herein as such; that no officials of the Town and no person acting for or employed by the Town is interested directly or indirectly in this Proposal, or in any Contract which may be made under it, or in any expected profits to arise therefrom; that this Proposal is made in good faith, without fraud, collusion, or connection with any other person bidding or refraining from bidding for the same work; that he has examined carefully said Instructions and all other documents herewith, and the Contract Drawings relating to the Contract covered by this Proposal, and hereby makes them part of this Proposal; That he has informed himself fully in regard to all conditions pertaining to the work and the place where it is to be done; and that he has made his own examination and estimates of and from them makes this Proposal.

The undersigned proposes and agrees that if, within **fifteen(15) days** after the date in the Instructions to the Bidders as that for submitting this Proposal to the Town, notice that this Proposal has been accepted by the Town shall be mailed to him at the business address given herein, he will, on some one of the five (5) weekdays, Saturdays, Sundays and holidays excluded, immediately following receipt of such notice of acceptance of this Proposal, appear at the office of the Town, and deliver to the properly accredited representative of the Town a Contract, together with surety bonds furnished by a company satisfactory to the Town, which Contract and bond shall be executed in the forms annexed hereto, and which Contract shall provide that the Town, as full compensation for doing and completing the work of carrying out and completing the work of carrying out the requirements of the Agreement, Articles, Specifications, and Contract Drawings, including everything furnished or done, and for every injury or loss sustained by the Contractor in carrying on the Contract, or for any liability of any nature arising under the Contract, shall pay the Contractor the unit prices and the lump sums which he has recorded in the Schedule of Prices of this Proposal, or such unit prices and lump sums increased or decreased in a manner as provided for in the Contract.

The undersigned also agrees that the Bid Bond made payable to the Town which accompanies this Proposal, as called for in the instructions to Bidders, shall become the property of the Town, as compensation for damage suffered by said Town should the undersigned fail to execute the said contract and surety bond if notified, as specified above, that this Proposal has been accepted. But if this Proposal is not accepted by the Town, as specified above, within forty-five days of the date called for the submission of the Proposal, or if notice of acceptance is received by the undersigned and he complies with the requirements as to the execution of the contract and bond, then the Bid Bond will be returned to him.

The undersigned understands that it is the intention of the Town not to award a contract under this proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to

perform this class of work, and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time provided for on the contract; and that the Town reserves the right to reject this or any other Proposal or to award the contract as is deemed to be in the best interest of the Town. The undersigned understands further that the quantities, if any, given in the Schedule of Prices of this Proposal are approximately only, and are given as a basis for the comparison of proposals, that the Town does not agree, expressly or by implication, that the actual amount of work will correspond even approximately therewith, but reserves the right to increase or decrease the amount of any item of the work listed, as may be found desirable or necessary during the carrying out of the construction work, and that the unit prices, if any, quoted in the Schedule of Prices shall apply without charge to such variation in the quantity of each or all items.

BASIS OF AWARD: The award will be to the qualified bidder meeting minimum experience based on the lowest unit price bid for the amount of sediment to be furnished, delivered, placed and graded, as specified, for at least the minimum amount of sediment specified and to the bidder who specifies the most sediment at a cost not to exceed \$2,052,000. In addition, the amount of the award will include specified fixed amounts for Mobilization and Demobilization.

Acknowledge each addendum below:

Addendum No.	Date Received	Addendum No.	Date Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Minimum Experience Criteria:

The Contractor shall have at least ten years of experience and in particular have successfully completed similar projects in a marine environment utilizing heavy equipment on the beach or similar setting.

BID PROPOSAL FORM

**Bay Avenue Beach Nourishment Project, Phase 2, Contract 2025-14
Marshfield, MA**

Company _____

Address _____

Contact Person _____

Telephone No. _____

Fax No. _____

TOTAL CONTRACT PRICE:

Figure

Written

Total tons to be placed _____ Unit Cost per ton _____

Signature _____ Date _____

Name: _____ (Printed)

Important: Number of days to commence work after Notification to Proceed:
10 calendar days

Number of days to complete work after Notice to Proceed
56 calendar days

All work must be completed by:
March 28, 2025

Schedule of Prices - Fill in Quantity and Unit Price Bid
 Bid

Item	Item Description	QTY	UNITS	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$22,000	22,000
2	Demobilization	1	LS	\$36,800	36,800
3	Furnish, Deliver, Place, and Grade Sediment		tons		See Notes 1, 2, 3
	Total				
	Note: Estimate 1CY =1.35 Tons				

Bid (Written in Words)

Furnish, Deliver, Place, and Grade _____ tons of compatible sediment at a Unit Price bid of _____ per ton, and including compensation for mobilization and demobilization costs for **fifty eight thousand eight hundred dollars,**

for Total Bid Price of: _____ dollars and _____ cents

- Note: 1. Maximum amount bid for this item not to exceed \$2,052,000
 2. Minimum quantity bid for this item is 40,000 tons.
 3. The design is based on 36,600 Cubic yards (49,410 tons)

Measurement and Payment

Item no. 1 Mobilization: This item shall consist of preparatory work and operations, including movement of equipment and supplies, bond costs, preparation and protection of access ramp, providing and maintaining portable bathroom facility at Avon P.S., providing and maintaining safety fence for daily use around stored equipment, providing construction signs and project signs and all work to be performed necessary prior to delivery and placement of sand.

Measurement for item 1 shall be made on a lump sum basis the specified amount for work described above for full compensation.

Payment for Item no. 1 shall be made for work described in item 1 the amount specified and payment made upon request after start of delivery and placement of sediment on the beach.

Item no 2 Demobilization: This item consists of removal of equipment and restoration of all disturbed areas to preconstruction condition at Bay Ave Entrance Ramp and at Avon Street Parking lot upon completion of placement of sediment on the beach as specified or otherwise approved by the Town.

Measurement for item no 2 shall be made on a lump some basis upon completion of demobilization for work as described above in item 2 for full compensation.

Payment for Item no. 2 shall be made for work described in Item no 2 the amount specified and payment made upon request and upon completion of all work.

Item no 3, Furnish, Deliver, Place and Grade Sediment: This item shall consist of purchasing compatible sediment from an outside source, delivering the sediment, placing and grading the sediment on the Bay Avenue Beach as specified in the contract specification to the lines and grade shown on the contract drawings or otherwise directed by the Town's Consultant Engineer.

Measurement for item no 3 shall be made per ton of sediment delivered and placed as determined by weight slips obtained from each truck delivery.

Payment for item no. 3 shall be made per ton at the unit price bid for work described in item no. 3.

OSHA 10 COURSE

Bid Certification Form
Pursuant to M.G.L. CH30 S39M (c)

Under the provisions of M.G.L. CH30 S39M (c), “any person submitting a bid for, or signing a contract to work on “any public works or public building, estimated to be worth more than \$10,000, must certify that “all employees to be employed at the worksite “have successfully completed a 10 hour course in construction safety approved by the United States Occupational Safety and Health Administration (OSHA), referred to as the OSHA 10 course. In order to demonstrate compliance, the Act requires persons to submit documentation of successful completion of the OSHA 10 course with the submission of the first prevailing wage certified payroll report (CPR) for each employee. The Attorney General’s Office (AGO) is responsible for enforcement of the Act and is authorized to undertake two actions to remedy violations of the Act. First, the AGO can institute proceedings in Superior Court to restrain the awarding of and performance of contracts, and second, it may remove employees who do not have OSHA 10 training from the worksite.

The Act requires “all employees to be employed at the worksite to have the appropriate OSHA 10 training. In enforcing the Act, the AGO will require two categories of employees to have OSHA 10 training. The first category includes any employee who is entitled to receive the prevailing wage while on the worksite as determined by the Division of Occupational Safety. See M.G.L. CH149 S26-27D and 27F. The second category includes any other employee of any entity that is required to pay the prevailing wage at the worksite. Generally, supervisors (with the exception of so-called “working foremen”) are not entitled to receive the prevailing wage and therefore serve an example of employees who fall into this second category. Employees who fall into one of these two categories and work on a public works or public building worksite shall be required to have the OSHA 10 training (the “Covered Employees”). Examples of individuals who are not Covered Employees are truck drivers and individuals delivering materials provided they are not entitled to the prevailing wage while on the worksite.

In summary, all employees to be employed at the worksite shall have successfully completed a course in construction safety approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time that the employee begins work. Employers shall submit documentation of successful completion of OSHA 10 course with the submission of the first certified payroll for each employee. An OSHA Completion Card or copy thereof will be accepted as documentation.

Pursuant to M.G.L. CH30 S39M as amended and this bid proposal, I certify under the penalties of perjury that all employees to be employed at the worksite will have successfully completed the “OSHA 10” training, 10 hour course in construction safety approved by the Division of Occupational Safety prior to commencement of work at the project site.

Signature of Individual or Corporate Officer

BID CERTIFICATION FORM

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporation

Printed name

By: _____
Corporate Officer
(if Applicable)

The undersigned certifies under penalties of perjury that this bid is in all respects bonafide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Signature of Person Signing Bid

Company

TOWN OF MARSHFIELD

MINORITY - FEMALE REPORT

The following information is required of all bidders:

Business Name _____

Are you a certified minority business enterprise? _____

Check: Prime Contractor _____ Sub Contractor _____

Contract Dollar Value \$ _____

Do you have an affirmative action plan? _____

Percent of workforce Minority _____ %

Percent of workforce Female _____ %

WORK HISTORY

The undersigned submits answers to the following questions to enable the Town to judge of his experience and ability in, and facilities for, the work proposed to be done.

1. The work, if awarded to you, will have the resident personal supervision of whom? State their special qualifications.

2. Describe equipment you propose to furnish:

(a) Your own

(b) Rented

3. How many years has your organization been in business as a general contractor under the name in which you propose to execute this contract? _____

4. What projects has your present organization completed of character similar to that proposed? Give the information indicated by the following tabulation: (attach list after this page)

1. Company name & address
2. Contact person & telephone number
3. Scope of work performed
4. Approximate amount of contract

5. Has your present organization ever failed to complete any work awarded to it? If so, state when, where, and why.

6. Give below the name of one or more banks, which have information that would enable them to advise regarding the financial ability of your company.

Bank: _____

Address

Bank: _____

Address

BY _____
Signature

Printed name

Title

AGREEMENT

THIS AGREEMENT, made and executed this ____ day of _____ in the year _____ by and between the Town of Marshfield, Massachusetts, a municipality located within the County of Plymouth in the Commonwealth of Massachusetts, acting by the Board of Public Works, and without personal liability for the individuals signatory hereto, herein termed the Town, and _____, hereinafter termed the Contractor;

WITNESSETH: That the parties to this agreement each in consideration of the agreements on the part of the other herein contained have agreed, and by these presents do hereby agree, the Town for itself, and the Contractor for itself and its heirs, executors, administrators, successors and assigns, as follows:

That the Contract Documents which consist of this Agreement, together with the Instructions to Bidders, Proposal, Bond, Articles, and Specifications hereto attached, the Contract Drawings referred to herein and in the Specifications, and any Addenda issued before execution of the Agreement, all form the Contract;

That the Contractor has informed himself fully in regard to all conditions pertaining to the place where the work is to be done and other circumstances affecting the work;

That the Contractor has obtained all the information he needs to enable him to estimate fully and fairly the costs of the work herein contemplated;

That the Contractor shall furnish all plant, labor, supplies, tools, equipment and such materials and other facilities and things necessary or proper for, or incidental to, the completion of “**Bay Avenue Beach Nourishment Project Phase 2, Contract 2025-14, Marshfield, MA**” for the Town, in accordance with this Contract, commencing the work within the time stated in the Schedule of Prices in the Proposal, provided that he shall have been notified by the Town to do so, and completing everything required of him under this Contract not later than the time stated in said Schedule of Prices;

That the Town shall pay and the Contractor shall receive as full compensation for fulfilling everything required of the Contractor under this contract the unit prices and the lump sums recorded in the Schedule of Prices the amount not to exceed_____.

That the quantities, if any, shown in the Schedule of Prices are approximate only and are solely for the purpose of facilitating the comparison of proposals, that the Town shall not be held responsible if these quantities are not even approximately correct, that for all work upon which unit prices, if any, and lump sums are quoted the Contractor's compensation shall be computed upon the work actually performed, measured by the units of measurement specified, whether greater or less than the quantities shown in the Schedule of Prices, and that the unit prices set against the several items cover all incidental services required of the Contractor under the Contract;

Bay Avenue Beach Nourishment Project Phase 2, Contract 2025-14, Marshfield, MA

that the Contractor shall pay the Town, as liquidated damages, the sum of Five Hundred (500) Dollars per day, for each day in which any work is uncompleted after the time stated in the schedule of prices.

Contractor

Date

Town Accountant

Town Administrator

Town Counsel

Board of Public Works

Date

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of Massachusetts County of Plymouth

On this _____ day of _____ 20 __,
Before me personally came and appeared _____,
to me known or proved to me through satisfactory evidence of identification, being by me duly sworn, did
swear of affirm that he/she is the _____
of _____,
the corporation described in and which executed the foregoing instrument; that said instrument was
executed by him/her for its stated purpose by order of the directors of said corporation and
that he/she signed his/her name thereto by like order.

(SEAL)

Notary Public
My commission expires _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of Massachusetts County of Plymouth

On this _____ day of _____ 20 __,
before me personally came and appeared _____,
to me known or proved to me through satisfactory evidence of identification, to be one of
the members of the firm of _____,
being duly
authorized, executed the same voluntarily as and for the act and deed of said firm for its
stated purposes,

(SEAL)

Notary Public
My commission expires _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN LLC

State of Massachusetts
County of Plymouth

On this _____ day of _____, 20____, before me, the undersigned notary
public,
personally appeared _____, Manager of
_____, LLC known to me or proved to
me through satisfactory evidence of identification, to be the person whose name is signed on the
preceding
or attached document and acknowledged to me that he/she signed it voluntarily for its stated purposes
manager of _____, LLC.

(SEAL)

Notary Public

My commission expires _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of Massachusetts
County of Plymouth

On this _____ day of _____ 20____, before me personally came
and appeared _____, to me known or proved
to me through satisfactory evidence of identification, to be the person described in and who
executed the foregoing instrument and acknowledged that he/she executed the same
voluntarily for its stated purposes.

(SEAL)

Notary Public

My commission expires _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, as principal, and as surety, are held and firmly bound unto the Town of Marshfield in the sum of _____ lawful money of the United States of America, to be paid to the Town of Marshfield, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents. Whereas, the said principal has made a contract with the Town, acting through the Board of Public Works, bearing the date of _____ 20____, for “**Bay Avenue Beach Nourishment Project ,Phase 2, Marshfield, MA Contract 2025-14**”.

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

In the event that the contract is abandoned by the Contractor, or is terminated by the Town, said surety hereby further agrees that said surety shall, if requested in writing by the Town, take such action as is necessary to complete said contract.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____ in the year Two Thousand and _____

Principal:

(SEAL)

By

Surety:

(SEAL)

By

Important: Attach HERewith proof of authority of Officers or Agents to sign Bond.

Intentionally Left Blank
Replace with Proof of Authority

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____
as principal, and _____

as surety, are held and firmly bound unto the Town of Marshfield in the sum of:

lawful money of the United States of America, to be paid to the Town of Marshfield, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Whereas, the said principal has been made a contract with the Town, acting through the Board of Public Works, bearing date of _____ 20_____, for “**Bay Avenue Beach Nourishment Project Phase 2, Marshfield, MA Contract 2025-14**”

The condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of Massachusetts General Laws, Chapter 30, Section 39M, and Chapter 149, Section 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS THEREOF, we have hereunto set our hands and seal this _____ day of _____ in the year Two Thousand and _____.

Intentionally Left Blank
Replace with Proof of Authority

ARTICLES

ARTICLE I - GENERAL

Every provision of this contract shall have the same force and effect as if included and repeated in every division or subdivision of the contract under which it may apply.

Headings, lettering, and numbers of the various divisions and subdivisions of and in the contract are intended for convenience of reference only and have no force or affect whatever on the intent of the contract.

ARTICLE II - DEFINITIONS

Whenever the words defined in the Article II or pronouns used in their stead occur in the Contract Documents, they shall have the meanings here given.

The word "Town" shall mean the Town of Marshfield, Massachusetts, acting by its Board of Public Works.

The word "State" or "Commonwealth" shall mean the Commonwealth of Massachusetts.

The words "approval of the Town" or "approved by the Town", or "approval of the Engineer" or "approved by the Engineer" shall mean approval in writing.

The word "Engineer" shall mean the Town of Marshfield, Massachusetts, Town Engineer acting by its Board of Public Works.

The word "Contractor" shall mean the part termed as such by the Agreement, his heirs, executors, administrators, successors, or assigns as regards the obligations of the contract.

The word "Subcontractor" shall mean one who under contract with the Contractor does any part of the construction at the site of the job.

The words "as directed", "as permitted", "as required", or words of like effect, shall mean that the direction, permission, or requirement of the Engineer is intended; the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to the engineer; and the words "necessary", "suitable", "equal", or words of like import shall mean necessary, suitable, or equal in the opinion of the Engineer.

The Town is treated as if it were of singular number and neuter gender and the Contractor and the engineer are treated as if each were of the singular number and the masculine gender.

Any communication to the Town shall be deemed properly delivered if mailed by certified mail, return receipt requested, to the Board of Public Works, 870 Moraine Street, Marshfield, Massachusetts, or if delivered in writing at the office of the Board of Public Works.

ARTICLE III - WORK TO BE DONE BY CONTRACTOR

The Contractor agrees to do and complete at his own cost and expense, in a thorough and workmanlike manner, all the work and furnish all machinery, tools, equipment, facilities, plant, labor, supervision, materials and other requisites, except herein otherwise expressly specified, necessary or proper to complete the entire work required, in accordance with the terms of the Contract Documents and to the satisfaction of the Engineer.

ARTICLE IV - INTERPRETATION OF CONTRACT

The Contractor shall at his own cost and expense provide and do everything necessary to prepare for and perform everything required under the conditions and requirements of the contract, and he hereby agrees that the Engineer shall in the first instance be the interpreter of the Contract Documents, and all the work contemplated and described therein shall be so done as to satisfy him that its intent is fulfilled. The Engineer shall promptly render impartial decision on all claims of either party against the other and on all other matters governed by this intent, including questions as to the execution and progress of the work, the quality and fitness of materials and workmanship, the suitability of methods, and costs and values. The determination and decision of the Engineer shall be final and binding on both parties, and shall be a condition precedent to the right of the Contractor to receive any money hereunder.

ARTICLE V - TIME REQUIREMENTS

The Contractor shall commence the work not later than the time stipulated in the bid form as provided in the Proposal, after being notified to do so by the Owner, and shall continue to completion with all practical dispatch and regularity so that it shall be completed not later than the time stipulated, as aforesaid, provided however that, at its discretion, the Owner may in writing extend the time for the commencement and completion of the work.

The Contractor shall prosecute the work in accordance with a progress schedule prepared by him in advance and approved by the Engineer.

It is mutually agreed that the timely completion of the work under this contract has a substantial financial value to the Town, which value it is difficult or impossible to forecast or evaluate exactly. It is of considerable mutual advantage to the parties hereto that, even if not equal exactly to the real value of each day so lost in the completion of the work, the compensation therefor which the Contractor is to give to the Town be a fixed sum and set in advance. In view of the ongoing and other considerations the parties hereby mutually agree, in place of said value as it may be truly and finally determined, to adopt arbitrarily for the purpose of this contract the sum per day which is stipulated in the Agreement as the sum which the Contractor shall give to the Town as liquidated damages for each calendar day lost by the Contractor in the completion of the work of the contract, this sum to govern in all issues, and being adopted for the mutual use of the parties hereto and for no other use.

The Town may deduct and retain out of the moneys which otherwise may be due or become due the Contractor under this contract the aforesaid sum, which is stipulated in the Agreement, for each and every calendar day in which the work of the contract is uncompleted after the time herein stipulated for

such completion. This sum shall in no sense be regarded as a penalty based on true values, but a sum adopted arbitrarily by the parties hereto in view of considerations indicated in the preceding paragraph.

Neither an allowance of the time beyond those fixed herein for the commencement or the completion of the work, nor the permitting of the Contractor to go on and complete any work after the time fixed herein for its completion, nor the acceptance of any part of the work called for by this contract, nor any partial payment, shall operate as a waiver or release of any rights of the Town under the Contract against either the Contractor or the Surety.

ARTICLE VI - DRAWINGS AND SPECIFICATIONS

The plans, drawings and specifications and other data and documents prepared for use in connection with this contract are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in them or any of them, the explanation or decision of the Engineer shall be final and binding on the parties thereto.

Any errors or omissions in plans, drawings or specifications or in other data or documents may be corrected by the Engineer when such correction is necessary for the proper fulfillment of their intention as construed by him, such correction to govern only from the time that the Engineer gives notice in writing thereof to the Contractor.

The Contractor shall not take any advantage, or make any claim for damages on account of any omission, discrepancy or error in any soundings, borings, estimates, schedules, specifications, drawings, plans or other data or documents furnished him but shall report same to the Engineer as soon as it comes to his knowledge.

ARTICLE VII - FACILITIES FOR INSPECTION

The Engineer, any person employed by the Engineer in connection with this work, any authorized representative to the Town, at all times shall have the right to enter the premises upon which any work under the contract is being done to inspect said work and the materials of the same, and the Contractor shall furnish all reasonable facilities for access to the work, and give ample time for such inspection. The Contractor also shall furnish all reasonable facilities for viewing the work to the Town and its representative and to accredited representative.

ARTICLE VIII - PERSONAL SUPERVISION BY CONTRACTOR

The Contractor or his duly authorized and approved representative shall give personal attention to the fulfillment of the contract. The Contractor shall have on the work at all times a representative competent and authorized to receive and execute the orders or the directions of the Engineer and to accept notices to be given to the Contractor under the provisions of the Contract.

ARTICLE IX - NOT TO SUBLET OR ASSIGN

The Contractor shall keep the contract under his control and shall not assign, by power of attorney or otherwise, any portion of said work, or any moneys payable under the contract or his claim thereto, unless by the previous approval of the Town and the Surety. No part of this work shall be sublet except to

parties skilled in and equipped properly for the same and satisfactory to the Engineer and approved by the Town.

ARTICLE X - IF REQUIREMENTS NOT FULFILLED

If the work to be done under this contract shall be abandoned; or if the contract or any part thereof shall be sublet without previous approval of the Town; or if the contract or any claim thereunder shall be assigned or encumbered by the Contractor otherwise than as herein allowed; or if any material, tools or equipment shall be attached, which attachment remains undissolved for a period exceeding ten days; or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Town, that the said work is delayed unnecessarily or unreasonably, or that the methods in use by the Contractor will result in increased cost to the Town, or that the Contractor is violating any of the conditions of the contract, or that the Contractor is not executing said contract in good faith, or that the Contractor is not making such progress in the execution of any part of the work as to indicate the completion of the work within the required time; the Town shall have the power and right to notify the Contractor to discontinue all work or any part thereof under the contract, and thereupon the Contractor shall discontinue such work or such part thereof as the Owner shall designate; and the Town shall thereupon have the power, by contract or otherwise as it may determine, to complete the work herein described, or such part thereof as it deems necessary, and to use such tools and equipment, and such materials of every description as may be found upon or designated to be used upon said work, and to procure additional tools and equipment, and additional materials for the completion of the same; and to debit the Contractor with the expense of Labor and of additional materials, and of additional tools and equipment so procured, which additional tools and equipment shall be and remain the property of the Contractor upon the completion of the work; and to credit him with the value of the work so done, based on the Schedule of Prices in the Proposal as submitted by the contractor. The excess, if any, of debt over credit is to be made good to the Town by the Contractor or the Surety of the Contractor.

And it is further agreed that if the Contractor cannot complete fully the aforesaid work within the stipulated time, the Town in lieu of any of the foregoing provisions, may call upon the Surety Company and the Surety shall complete the performance of all requirements of the contract; and the Town shall pay the surety for the work done by the Surety Company according to the payment provisions of the contract. In case the completion of the work is not performed by the Contractor, the amount of any sums due the Town for any delay in such completion shall be determined by the Engineer. No act, proceeding, or notice contemplated by this Article X on the part of the Town and nothing herein contained, shall operate as a waiver or release of any of the rights of the Town under the contract against either the Contractor or the Surety Company.

ARTICLE XI - CONSTRUCTION LOSSES

AND PROTECTION FROM CLAIMS AND LIABILITIES

All damages of whatever nature resulting from the work or resulting to the work during its progress, from whatever cause, shall be borne and sustained by the Contractor. All work shall be solely at the Contractor's risk until it has been completed finally as established by the Town's Certificate of

Completion of the contract as provided in Article XVIII. Any defects, omissions, or mistakes on the part of the Contractor may be made good by the Town at the expense of the Contractor.

The Contractor shall take all responsibility of the work and shall take all precautions for preventing injuries to persons or damage to property in and about the work; shall bear all losses resulting to him, including but not limited to losses sustained on account of the character, quality, or quantity of any part or all of the work or because of the nature of the land in or on which the work is done being different from what was estimated, or indicated by borings, test pits, or rod soundings, or any other data, or on account of the weather, elements or other causes; shall cover or protect the work from damage from fire, flood or frost action; and all injury to the work before the completion of the contract, shall be made good by him. He shall assume the defense of, and indemnify and save harmless the Town and all officers and agents of the Town from all claims relating to injuries to persons or damage to property; to labor or materials furnished for the work; to inventions, patents, and patent rights used in doing the work; or in consequence of any improper materials, implements or labor used therein; and to any act, omission, or neglect of the Contractor and his employees therein.

The Contractor shall be responsible for payment of all services, labor, equipment or materials furnished by or through him for the purposes of the contract. The Contractor shall indemnify and protect the Town from all claims against the Town from mechanics, laborers, subcontractors, materialmen, and others, for services or labor performed or materials furnished for the purposes of the contract. If through neglect of this provision by the Contractor or through any other neglect on the part of the Contractor, claims are made or are anticipated against the Town until such claims shall have been discharged or secured satisfactorily, the Town may, in addition to other remedies, retain from any money due or that may thereafter become due the Contractor under the contract, sums sufficient to cover said claims; further, the Town may apply any portion or portions of sums thus retained toward the settlement of such claims, and such applications shall be deemed payments for the Contractor's account.

ARTICLE XII - LABOR REQUIREMENTS

Preference shall be given to veterans and citizens who are residents of the city, town or district for which the work is to be done in the employment of mechanics, teamsters, chauffeurs, and laborers. Local laborers shall be given preference over all other laborers when practicable and in so far as this does not conflict with the state and federal laws.

In the employment of mechanics, teamsters, chauffeurs, and laborers, preference shall first be given to citizens of the Commonwealth who have served in the Armed Forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein; and who are qualified to perform the work to which the employment relates; and, secondly, to citizens of the Commonwealth generally and, if they cannot be obtained in sufficient numbers, then to citizens of the United States as provided by Chapter 149 of Massachusetts General Laws as amended.

Every employee in the work covered by the contract shall lodge, board, and trade where and with whom he elects, and neither the Contractor nor his agents or employees shall directly or indirectly require, as a condition of employment therein, that an employee shall lodge, board, or trade at a particular place or with a particular person, in accordance with Chapter 149 of Massachusetts General Laws as amended.

No laborer, workman, or mechanic working within the Commonwealth in the employ of the Contractor, subcontractor, or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of extraordinary emergency, in accordance with Chapter 149 of Massachusetts General Laws as amended.

The attention of the bidders is called to Chapter 149 of Massachusetts Laws as amended which require the weekly payment of employees.

The Contractor shall not retain in his employ on this work, or permit to remain on this work, any person objectionable to the Engineer or to the Town and shall discharge immediately any employee ordered to be discharged by the Engineer.

The Contractor shall pay to any reserve police officer employed by him the prevailing rate of wage paid to regular police officers in town as provided for by Chapter 149 of Massachusetts General Laws as amended.

The rate per hour of wages to be paid mechanics, teamsters, chauffeurs and laborers employed on the work shall not be less than the minimum wage rates and health and welfare and pension fund contributions as determined by the Commissioner of Labor and Industries under the provisions of Massachusetts General Laws, Chapter 149, Sections 26 to 27D, inclusive, as amended. **The rates determined by the Commissioner for said project in Marshfield are as follows:**

WAGE RATES



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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: Marshfield DPW
Contract Number: 2025-14 **City/Town:** MARSHFIELD
Description of Work: The project consists of supply and delivery and placement of approximately 36,600 CY of compatible beach sediment and placement along Bay Avenue Beach in Marshfield.
Job Location: Bay Avenue, Marshfield, MA

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.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2024	\$39.95	\$15.07	\$20.17	\$0.00	\$75.19
	01/01/2025	\$39.95	\$15.57	\$20.17	\$0.00	\$75.69
	06/01/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$76.69
	12/01/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$78.30
	01/01/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$78.90
	06/01/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$79.90
	12/01/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$81.64
	01/01/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2024	\$40.02	\$15.07	\$20.17	\$0.00	\$75.26
	01/01/2025	\$40.02	\$15.57	\$20.17	\$0.00	\$75.76
	06/01/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$76.76
	12/01/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$78.37
	01/01/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$78.97
	06/01/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$79.97
	12/01/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$81.71
	01/01/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2024	\$40.14	\$15.07	\$20.17	\$0.00	\$75.38
	01/01/2025	\$40.14	\$15.57	\$20.17	\$0.00	\$75.88
	06/01/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$76.88
	12/01/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$78.49
	01/01/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$79.09
	06/01/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$80.09
	12/01/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$81.83
	01/01/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	01/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2024	\$42.80	\$14.50	\$11.05	\$0.00	\$68.35
	06/01/2025	\$43.80	\$14.50	\$11.05	\$0.00	\$69.35
	12/01/2025	\$44.80	\$14.50	\$11.05	\$0.00	\$70.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01	
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01	
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
2	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
3	70	\$33.68	\$7.07	\$14.23	\$0.00	\$54.98
4	75	\$36.09	\$7.07	\$15.24	\$0.00	\$58.40
5	80	\$38.50	\$7.07	\$16.25	\$0.00	\$61.82
6	85	\$40.90	\$7.07	\$17.28	\$0.00	\$65.25
7	90	\$43.31	\$7.07	\$18.28	\$0.00	\$68.66
8	95	\$45.71	\$7.07	\$19.32	\$0.00	\$72.10

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (QUINCY)</i>	08/01/2024	\$64.50	\$11.49	\$23.59	\$0.00	\$99.58
	02/01/2025	\$65.80	\$11.49	\$23.59	\$0.00	\$100.88
	08/01/2025	\$67.95	\$11.49	\$23.59	\$0.00	\$103.03
	02/01/2026	\$69.30	\$11.49	\$23.59	\$0.00	\$104.38
	08/01/2026	\$71.50	\$11.49	\$23.59	\$0.00	\$106.58
	02/01/2027	\$72.90	\$11.49	\$23.59	\$0.00	\$107.98

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Quincy

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.25	\$11.49	\$23.59	\$0.00	\$67.33
2	60	\$38.70	\$11.49	\$23.59	\$0.00	\$73.78
3	70	\$45.15	\$11.49	\$23.59	\$0.00	\$80.23
4	80	\$51.60	\$11.49	\$23.59	\$0.00	\$86.68
5	90	\$58.05	\$11.49	\$23.59	\$0.00	\$93.13

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.90	\$11.49	\$23.59	\$0.00	\$67.98
2	60	\$39.48	\$11.49	\$23.59	\$0.00	\$74.56
3	70	\$46.06	\$11.49	\$23.59	\$0.00	\$81.14
4	80	\$52.64	\$11.49	\$23.59	\$0.00	\$87.72
5	90	\$59.22	\$11.49	\$23.59	\$0.00	\$94.30

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2024	\$48.10	\$9.65	\$18.22	\$0.00	\$75.97
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2025	\$49.60	\$9.65	\$18.22	\$0.00	\$77.47
	12/01/2025	\$51.10	\$9.65	\$18.22	\$0.00	\$78.97
	06/01/2026	\$52.65	\$9.65	\$18.22	\$0.00	\$80.52
	12/01/2026	\$54.15	\$9.65	\$18.22	\$0.00	\$82.02

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2024	\$48.37	\$9.83	\$19.97	\$0.00	\$78.17
	03/01/2025	\$49.62	\$9.83	\$19.97	\$0.00	\$79.42
	09/01/2025	\$50.87	\$9.83	\$19.97	\$0.00	\$80.67
	03/01/2026	\$52.12	\$9.83	\$19.97	\$0.00	\$81.92
	09/01/2026	\$53.37	\$9.83	\$19.97	\$0.00	\$83.17
	03/01/2027	\$54.62	\$9.83	\$19.97	\$0.00	\$84.42

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
2	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
3	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
4	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
5	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
6	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
7	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77
8	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
2	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
3	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
4	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
5	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
6	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
7	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77
8	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i>	10/01/2024	\$26.65	\$7.02	\$4.80	\$0.00	\$38.47
	10/01/2025	\$27.75	\$7.02	\$4.80	\$0.00	\$39.57
	10/01/2026	\$28.85	\$7.02	\$4.80	\$0.00	\$40.67

All Aspects of New Wood Frame Work

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
2	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
3	65	\$17.32	\$7.02	\$1.00	\$0.00	\$25.34
4	70	\$18.66	\$7.02	\$1.00	\$0.00	\$26.68
5	75	\$19.99	\$7.02	\$4.80	\$0.00	\$31.81
6	80	\$21.32	\$7.02	\$4.80	\$0.00	\$33.14
7	85	\$22.65	\$7.02	\$4.80	\$0.00	\$34.47
8	90	\$23.99	\$7.02	\$4.80	\$0.00	\$35.81

Effective Date - 10/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
2	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
3	65	\$18.04	\$7.02	\$1.00	\$0.00	\$26.06
4	70	\$19.43	\$7.02	\$1.00	\$0.00	\$27.45
5	75	\$20.81	\$7.02	\$4.80	\$0.00	\$32.63
6	80	\$22.20	\$7.02	\$4.80	\$0.00	\$34.02
7	85	\$23.59	\$7.02	\$4.80	\$0.00	\$35.41
8	90	\$24.98	\$7.02	\$4.80	\$0.00	\$36.80

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING <i>BRICKLAYERS LOCAL 3 (QUINCY)</i>	01/01/2024	\$49.33	\$13.00	\$23.57	\$1.30	\$87.20
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Quincy)

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.67	\$13.00	\$15.93	\$0.00	\$53.60
2	60	\$29.60	\$13.00	\$18.57	\$1.30	\$62.47
3	65	\$32.06	\$13.00	\$19.57	\$1.30	\$65.93
4	70	\$34.53	\$13.00	\$20.57	\$1.30	\$69.40
5	75	\$37.00	\$13.00	\$21.57	\$1.30	\$72.87
6	80	\$39.46	\$13.00	\$22.57	\$1.30	\$76.33
7	90	\$44.40	\$13.00	\$23.57	\$1.30	\$82.27

Notes:
Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR LABORERS - ZONE 2	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	12/01/2024	\$58.18	\$15.55	\$16.50	\$0.00	\$90.23
	06/01/2025	\$59.51	\$15.55	\$16.50	\$0.00	\$91.56
	12/01/2025	\$60.98	\$15.55	\$16.50	\$0.00	\$93.03
	06/01/2026	\$62.31	\$15.55	\$16.50	\$0.00	\$94.36
	12/01/2026	\$63.79	\$15.55	\$16.50	\$0.00	\$95.84

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
LABORERS - ZONE 2	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2024	\$78.11	\$10.08	\$21.66	\$0.00	\$109.85
	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 <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
	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) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2024	\$83.69	\$10.08	\$24.29	\$0.00	\$118.06
	For apprentice rates see "Apprentice- PILE DRIVER"					
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
	For apprentice rates see "Apprentice- PILE DRIVER"					
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2024	\$50.02	\$12.00	\$17.72	\$0.00	\$79.74
	09/01/2025	\$52.25	\$12.25	\$18.61	\$0.00	\$83.11
	09/01/2026	\$54.72	\$12.50	\$19.56	\$0.00	\$86.78

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 223

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.01	\$12.00	\$0.60	\$0.00	\$32.61
2	45	\$22.51	\$12.00	\$0.68	\$0.00	\$35.19
3	50	\$25.01	\$12.00	\$0.75	\$0.00	\$37.76
4	55	\$27.51	\$12.00	\$8.59	\$0.00	\$48.10
5	60	\$30.01	\$12.00	\$9.15	\$0.00	\$51.16
6	65	\$32.51	\$12.00	\$9.74	\$0.00	\$54.25
7	70	\$35.01	\$12.00	\$10.30	\$0.00	\$57.31
8	75	\$37.52	\$12.00	\$10.89	\$0.00	\$60.41

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.90	\$12.25	\$0.63	\$0.00	\$33.78
2	45	\$23.51	\$12.25	\$0.71	\$0.00	\$36.47
3	50	\$26.13	\$12.25	\$0.78	\$0.00	\$39.16
4	55	\$28.74	\$12.25	\$9.11	\$0.00	\$50.10
5	60	\$31.35	\$12.25	\$9.71	\$0.00	\$53.31
6	65	\$33.96	\$12.25	\$10.32	\$0.00	\$56.53
7	70	\$36.58	\$12.25	\$10.91	\$0.00	\$59.74
8	75	\$39.19	\$12.25	\$11.52	\$0.00	\$62.96

Notes:

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
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Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

Notes:
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2024	\$51.78	\$15.30	\$16.40	\$0.00	\$83.48
	05/01/2025	\$53.22	\$15.30	\$16.40	\$0.00	\$84.92
	11/01/2025	\$54.51	\$15.30	\$16.40	\$0.00	\$86.21
	05/01/2026	\$55.95	\$15.30	\$16.40	\$0.00	\$87.65
	11/01/2026	\$57.24	\$15.30	\$16.40	\$0.00	\$88.94
	05/01/2027	\$58.67	\$15.30	\$16.40	\$0.00	\$90.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2024	\$53.37	\$15.30	\$16.40	\$0.00	\$85.07
	05/01/2025	\$54.82	\$15.30	\$16.40	\$0.00	\$86.52
	11/01/2025	\$56.12	\$15.30	\$16.40	\$0.00	\$87.82
	05/01/2026	\$57.57	\$15.30	\$16.40	\$0.00	\$89.27
	11/01/2026	\$58.87	\$15.30	\$16.40	\$0.00	\$90.57
	05/01/2027	\$60.32	\$15.30	\$16.40	\$0.00	\$92.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2024	\$25.37	\$15.30	\$16.40	\$0.00	\$57.07
	05/01/2025	\$26.22	\$15.30	\$16.40	\$0.00	\$57.92
	11/01/2025	\$26.98	\$15.30	\$16.40	\$0.00	\$58.68
	05/01/2026	\$27.83	\$15.30	\$16.40	\$0.00	\$59.53
	11/01/2026	\$28.59	\$15.30	\$16.40	\$0.00	\$60.29
	05/01/2027	\$29.44	\$15.30	\$16.40	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2024	\$50.02	\$12.00	\$17.72	\$0.00	\$79.74
	09/01/2025	\$52.25	\$12.25	\$18.61	\$0.00	\$83.11
	09/01/2026	\$54.72	\$12.50	\$19.56	\$0.00	\$86.78
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 223</i> / COMMISSIONING <i>ELECTRICIANS</i>	09/01/2024	\$42.52	\$12.00	\$15.30	\$0.00	\$69.82
	09/01/2025	\$44.41	\$12.25	\$16.09	\$0.00	\$72.75
	09/01/2026	\$46.51	\$12.50	\$16.93	\$0.00	\$75.94
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$45.96	\$15.55	\$16.50	\$0.00	\$78.01
	06/01/2025	\$47.02	\$15.55	\$16.50	\$0.00	\$79.07
	12/01/2025	\$48.19	\$15.55	\$16.50	\$0.00	\$80.24
	06/01/2026	\$49.25	\$15.55	\$16.50	\$0.00	\$81.30
	12/01/2026	\$50.43	\$15.55	\$16.50	\$0.00	\$82.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$27.01	\$9.65	\$17.80	\$0.00	\$54.46
	06/01/2025	\$28.09	\$9.65	\$17.80	\$0.00	\$55.54
	12/01/2025	\$28.09	\$9.65	\$17.80	\$0.00	\$55.54
	06/01/2026	\$29.21	\$9.65	\$17.80	\$0.00	\$56.66
	12/01/2026	\$29.21	\$9.65	\$17.80	\$0.00	\$56.66

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FLOORCOVERER	09/01/2024	\$56.23	\$8.83	\$20.27	\$0.00	\$85.33
FLOORCOVERERS LOCAL 2168 ZONE I	03/01/2025	\$57.73	\$8.83	\$20.27	\$0.00	\$86.83
	09/01/2025	\$59.23	\$8.83	\$20.27	\$0.00	\$88.33
	03/01/2026	\$60.73	\$8.83	\$20.27	\$0.00	\$89.83
	09/01/2026	\$62.23	\$8.83	\$20.27	\$0.00	\$91.33
	03/01/2027	\$63.73	\$8.83	\$20.27	\$0.00	\$92.83

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.30	\$8.83	\$1.76	\$0.00	\$35.89
2	45	\$25.30	\$8.83	\$1.76	\$0.00	\$35.89
3	55	\$30.93	\$8.83	\$3.52	\$0.00	\$43.28
4	55	\$30.93	\$8.83	\$3.52	\$0.00	\$43.28
5	70	\$39.36	\$8.83	\$16.75	\$0.00	\$64.94
6	70	\$39.36	\$8.83	\$16.75	\$0.00	\$64.94
7	80	\$44.98	\$8.83	\$18.51	\$0.00	\$72.32
8	80	\$44.98	\$8.83	\$18.51	\$0.00	\$72.32

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.98	\$8.83	\$1.76	\$0.00	\$36.57
2	45	\$25.98	\$8.83	\$1.76	\$0.00	\$36.57
3	55	\$31.75	\$8.83	\$3.52	\$0.00	\$44.10
4	55	\$31.75	\$8.83	\$3.52	\$0.00	\$44.10
5	70	\$40.41	\$8.83	\$16.75	\$0.00	\$65.99
6	70	\$40.41	\$8.83	\$16.75	\$0.00	\$65.99
7	80	\$46.18	\$8.83	\$18.51	\$0.00	\$73.52
8	80	\$46.18	\$8.83	\$18.51	\$0.00	\$73.52

Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
GLAZIERS LOCAL 35 (ZONE 2)	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$9.95	\$0.00	\$0.00	\$33.33
2	55	\$25.72	\$9.95	\$6.66	\$0.00	\$42.33
3	60	\$28.06	\$9.95	\$7.26	\$0.00	\$45.27
4	65	\$30.39	\$9.95	\$7.87	\$0.00	\$48.21
5	70	\$32.73	\$9.95	\$20.32	\$0.00	\$63.00
6	75	\$35.07	\$9.95	\$20.93	\$0.00	\$65.95
7	80	\$37.41	\$9.95	\$21.53	\$0.00	\$68.89
8	90	\$42.08	\$9.95	\$22.74	\$0.00	\$74.77

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$31.37	\$0.00	\$0.00	\$0.00	\$31.37
2	60	\$34.22	\$15.55	\$16.50	\$0.00	\$66.27
3	65	\$37.07	\$15.55	\$16.50	\$0.00	\$69.12
4	70	\$39.92	\$15.55	\$16.50	\$0.00	\$71.97
5	75	\$42.77	\$15.55	\$16.50	\$0.00	\$74.82
6	80	\$45.62	\$15.55	\$16.50	\$0.00	\$77.67
7	85	\$48.48	\$15.55	\$16.50	\$0.00	\$80.53
8	90	\$51.33	\$15.55	\$16.50	\$0.00	\$83.38

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$32.08	\$0.00	\$0.00	\$0.00	\$32.08
2	60	\$35.00	\$15.55	\$16.50	\$0.00	\$67.05
3	65	\$37.91	\$15.55	\$16.50	\$0.00	\$69.96
4	70	\$40.83	\$15.55	\$16.50	\$0.00	\$72.88
5	75	\$43.75	\$15.55	\$16.50	\$0.00	\$75.80
6	80	\$46.66	\$15.55	\$16.50	\$0.00	\$78.71
7	85	\$49.58	\$15.55	\$16.50	\$0.00	\$81.63
8	90	\$52.50	\$15.55	\$16.50	\$0.00	\$84.55

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2024	\$57.94	\$14.75	\$28.12	\$2.98	\$103.79
	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	09/01/2024	\$50.02	\$12.00	\$17.72	\$0.00	\$79.74
	09/01/2025	\$52.25	\$12.25	\$18.61	\$0.00	\$83.11
	09/01/2026	\$54.72	\$12.50	\$19.56	\$0.00	\$86.78

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2024	\$57.94	\$14.75	\$28.12	\$2.98	\$103.79
	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING - WATER) PLUMBERS & PIPEFITTERS LOCAL 51	08/26/2024	\$54.74	\$10.15	\$19.95	\$0.00	\$84.84
	08/25/2025	\$57.49	\$10.15	\$19.95	\$0.00	\$87.59

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/26/2024	\$54.74	\$10.15	\$19.95	\$0.00	\$84.84
	08/25/2025	\$57.49	\$10.15	\$19.95	\$0.00	\$87.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2024	\$56.92	\$14.75	\$19.61	\$0.00	\$91.28
	09/01/2025	\$60.34	\$14.75	\$19.61	\$0.00	\$94.70
	09/01/2026	\$63.76	\$14.75	\$19.61	\$0.00	\$98.12

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.46	\$14.75	\$14.32	\$0.00	\$57.53
2	60	\$34.15	\$14.75	\$15.37	\$0.00	\$64.27
3	70	\$39.84	\$14.75	\$16.43	\$0.00	\$71.02
4	80	\$45.54	\$14.75	\$17.49	\$0.00	\$77.78

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.17	\$14.75	\$14.32	\$0.00	\$59.24
2	60	\$36.20	\$14.75	\$15.37	\$0.00	\$66.32
3	70	\$42.24	\$14.75	\$16.43	\$0.00	\$73.42
4	80	\$48.27	\$14.75	\$17.49	\$0.00	\$80.51

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>	03/16/2024	\$53.97	\$8.35	\$26.70	\$0.00	\$89.02
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$32.38	\$8.35	\$26.70	\$0.00	\$67.43
2	70	\$37.78	\$8.35	\$26.70	\$0.00	\$72.83
3	75	\$40.48	\$8.35	\$26.70	\$0.00	\$75.53
4	80	\$43.18	\$8.35	\$26.70	\$0.00	\$78.23
5	85	\$45.87	\$8.35	\$26.70	\$0.00	\$80.92
6	90	\$48.57	\$8.35	\$26.70	\$0.00	\$83.62

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 2	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.92	\$9.65	\$17.70	\$0.00	\$51.27
2	70	\$27.90	\$9.65	\$17.70	\$0.00	\$55.25
3	80	\$31.89	\$9.65	\$17.70	\$0.00	\$59.24
4	90	\$35.87	\$9.65	\$17.70	\$0.00	\$63.22

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.75	\$9.65	\$17.70	\$0.00	\$52.10
2	70	\$28.88	\$9.65	\$17.70	\$0.00	\$56.23
3	80	\$33.00	\$9.65	\$17.70	\$0.00	\$60.35
4	90	\$37.13	\$9.65	\$17.70	\$0.00	\$64.48

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2024	\$39.86	\$9.65	\$17.80	\$0.00	\$67.31
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2025	\$41.25	\$9.65	\$17.80	\$0.00	\$68.70
	12/01/2025	\$42.63	\$9.65	\$17.80	\$0.00	\$70.08
	06/01/2026	\$44.07	\$9.65	\$17.80	\$0.00	\$71.52
	12/01/2026	\$45.51	\$9.65	\$17.80	\$0.00	\$72.96

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.92	\$9.65	\$17.80	\$0.00	\$51.37
2	70	\$27.90	\$9.65	\$17.80	\$0.00	\$55.35
3	80	\$31.89	\$9.65	\$17.80	\$0.00	\$59.34
4	90	\$35.87	\$9.65	\$17.80	\$0.00	\$63.32

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.75	\$9.65	\$17.80	\$0.00	\$52.20
2	70	\$28.88	\$9.65	\$17.80	\$0.00	\$56.33
3	80	\$33.00	\$9.65	\$17.80	\$0.00	\$60.45
4	90	\$37.13	\$9.65	\$17.80	\$0.00	\$64.58

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/02/2024	\$39.95	\$9.65	\$17.76	\$0.00	\$67.36
	06/02/2025	\$41.34	\$9.65	\$17.76	\$0.00	\$68.75
	12/01/2025	\$42.72	\$9.65	\$17.76	\$0.00	\$70.13
	06/01/2026	\$44.16	\$9.65	\$17.76	\$0.00	\$71.57
	12/07/2026	\$45.60	\$9.65	\$17.76	\$0.00	\$73.01
	06/07/2027	\$47.05	\$9.65	\$17.76	\$0.00	\$74.46
	12/06/2027	\$48.50	\$9.65	\$17.76	\$0.00	\$75.91
	06/05/2028	\$50.00	\$9.65	\$17.76	\$0.00	\$77.41
	12/04/2028	\$51.50	\$9.65	\$17.76	\$0.00	\$78.91
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$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 <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2024	\$49.32	\$11.49	\$21.62	\$0.00	\$82.43
	02/01/2025	\$50.36	\$11.49	\$21.62	\$0.00	\$83.47
	08/01/2025	\$52.08	\$11.49	\$21.62	\$0.00	\$85.19
	02/01/2026	\$53.16	\$11.49	\$21.62	\$0.00	\$86.27
	08/01/2026	\$54.92	\$11.49	\$21.62	\$0.00	\$88.03
	02/01/2027	\$56.04	\$11.49	\$21.62	\$0.00	\$89.15

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.66	\$11.49	\$21.62	\$0.00	\$57.77
2	60	\$29.59	\$11.49	\$21.62	\$0.00	\$62.70
3	70	\$34.52	\$11.49	\$21.62	\$0.00	\$67.63
4	80	\$39.46	\$11.49	\$21.62	\$0.00	\$72.57
5	90	\$44.39	\$11.49	\$21.62	\$0.00	\$77.50

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$11.49	\$21.62	\$0.00	\$58.29
2	60	\$30.22	\$11.49	\$21.62	\$0.00	\$63.33
3	70	\$35.25	\$11.49	\$21.62	\$0.00	\$68.36
4	80	\$40.29	\$11.49	\$21.62	\$0.00	\$73.40
5	90	\$45.32	\$11.49	\$21.62	\$0.00	\$78.43

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2024	\$64.52	\$11.49	\$23.56	\$0.00	\$99.57
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2025	\$65.82	\$11.49	\$23.56	\$0.00	\$100.87
	08/01/2025	\$67.97	\$11.49	\$23.56	\$0.00	\$103.02
	02/01/2026	\$69.32	\$11.49	\$23.56	\$0.00	\$104.37
	08/01/2026	\$71.52	\$11.49	\$23.56	\$0.00	\$106.57
	02/01/2027	\$72.92	\$11.49	\$23.56	\$0.00	\$107.97

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.26	\$11.49	\$23.56	\$0.00	\$67.31
2	60	\$38.71	\$11.49	\$23.56	\$0.00	\$73.76
3	70	\$45.16	\$11.49	\$23.56	\$0.00	\$80.21
4	80	\$51.62	\$11.49	\$23.56	\$0.00	\$86.67
5	90	\$58.07	\$11.49	\$23.56	\$0.00	\$93.12

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.91	\$11.49	\$23.56	\$0.00	\$67.96
2	60	\$39.49	\$11.49	\$23.56	\$0.00	\$74.54
3	70	\$46.07	\$11.49	\$23.56	\$0.00	\$81.12
4	80	\$52.66	\$11.49	\$23.56	\$0.00	\$87.71
5	90	\$59.24	\$11.49	\$23.56	\$0.00	\$94.29

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	01/01/2024	\$42.76	\$10.08	\$21.47	\$0.00	\$74.31
	01/06/2025	\$45.09	\$10.08	\$21.47	\$0.00	\$76.64
	01/05/2026	\$47.42	\$10.08	\$21.47	\$0.00	\$78.97

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.52	\$10.08	\$5.50	\$0.00	\$39.10
2	65	\$27.79	\$10.08	\$6.50	\$0.00	\$44.37
3	75	\$32.07	\$10.08	\$18.97	\$0.00	\$61.12
4	85	\$36.35	\$10.08	\$19.97	\$0.00	\$66.40

Effective Date - 01/06/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.80	\$10.08	\$5.50	\$0.00	\$40.38
2	65	\$29.31	\$10.08	\$6.50	\$0.00	\$45.89
3	75	\$33.82	\$10.08	\$18.97	\$0.00	\$62.87
4	85	\$38.33	\$10.08	\$19.97	\$0.00	\$68.38

Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66)
Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:4

MORTAR MIXER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$25.37	\$15.30	\$16.40	\$0.00	\$57.07
	06/01/2025	\$25.97	\$15.30	\$16.40	\$0.00	\$57.67
	12/01/2025	\$26.63	\$15.30	\$16.40	\$0.00	\$58.33
	06/01/2026	\$27.22	\$15.30	\$16.40	\$0.00	\$58.92
	12/01/2026	\$27.89	\$15.30	\$16.40	\$0.00	\$59.59

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$31.08	\$15.30	\$16.40	\$0.00	\$62.78
	06/01/2025	\$31.80	\$15.30	\$16.40	\$0.00	\$63.50
	12/01/2025	\$32.60	\$15.30	\$16.40	\$0.00	\$64.30
	06/01/2026	\$33.32	\$15.30	\$16.40	\$0.00	\$65.02
	12/01/2026	\$34.12	\$15.30	\$16.40	\$0.00	\$65.82

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2024	\$48.16	\$9.95	\$23.95	\$0.00	\$82.06
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.08	\$9.95	\$0.00	\$0.00	\$34.03
2	55	\$26.49	\$9.95	\$6.66	\$0.00	\$43.10
3	60	\$28.90	\$9.95	\$7.26	\$0.00	\$46.11
4	65	\$31.30	\$9.95	\$7.87	\$0.00	\$49.12
5	70	\$33.71	\$9.95	\$20.32	\$0.00	\$63.98
6	75	\$36.12	\$9.95	\$20.93	\$0.00	\$67.00
7	80	\$38.53	\$9.95	\$21.53	\$0.00	\$70.01
8	90	\$43.34	\$9.95	\$22.74	\$0.00	\$76.03

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.68	\$9.95	\$0.00	\$0.00	\$34.63
2	55	\$27.15	\$9.95	\$6.66	\$0.00	\$43.76
3	60	\$29.62	\$9.95	\$7.26	\$0.00	\$46.83
4	65	\$32.08	\$9.95	\$7.87	\$0.00	\$49.90
5	70	\$34.55	\$9.95	\$20.32	\$0.00	\$64.82
6	75	\$37.02	\$9.95	\$20.93	\$0.00	\$67.90
7	80	\$39.49	\$9.95	\$21.53	\$0.00	\$70.97
8	90	\$44.42	\$9.95	\$22.74	\$0.00	\$77.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2024	\$46.22	\$9.95	\$23.95	\$0.00	\$80.12
PAINTERS LOCAL 35 - ZONE 2	01/01/2025	\$47.42	\$9.95	\$23.95	\$0.00	\$81.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.11	\$9.95	\$0.00	\$0.00	\$33.06
2	55	\$25.42	\$9.95	\$6.66	\$0.00	\$42.03
3	60	\$27.73	\$9.95	\$7.26	\$0.00	\$44.94
4	65	\$30.04	\$9.95	\$7.87	\$0.00	\$47.86
5	70	\$32.35	\$9.95	\$20.32	\$0.00	\$62.62
6	75	\$34.67	\$9.95	\$20.93	\$0.00	\$65.55
7	80	\$36.98	\$9.95	\$21.53	\$0.00	\$68.46
8	90	\$41.60	\$9.95	\$22.74	\$0.00	\$74.29

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$9.95	\$0.00	\$0.00	\$33.66
2	55	\$26.08	\$9.95	\$6.66	\$0.00	\$42.69
3	60	\$28.45	\$9.95	\$7.26	\$0.00	\$45.66
4	65	\$30.82	\$9.95	\$7.87	\$0.00	\$48.64
5	70	\$33.19	\$9.95	\$20.32	\$0.00	\$63.46
6	75	\$35.57	\$9.95	\$20.93	\$0.00	\$66.45
7	80	\$37.94	\$9.95	\$21.53	\$0.00	\$69.42
8	90	\$42.68	\$9.95	\$22.74	\$0.00	\$75.37

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$9.95	\$0.00	\$0.00	\$33.33
2	55	\$25.72	\$9.95	\$6.66	\$0.00	\$42.33
3	60	\$28.06	\$9.95	\$7.26	\$0.00	\$45.27
4	65	\$30.39	\$9.95	\$7.87	\$0.00	\$48.21
5	70	\$32.73	\$9.95	\$20.32	\$0.00	\$63.00
6	75	\$35.07	\$9.95	\$20.93	\$0.00	\$65.95
7	80	\$37.41	\$9.95	\$21.53	\$0.00	\$68.89
8	90	\$42.08	\$9.95	\$22.74	\$0.00	\$74.77

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2024	\$44.82	\$9.95	\$23.95	\$0.00	\$78.72
PAINTERS LOCAL 35 - ZONE 2	01/01/2025	\$46.02	\$9.95	\$23.95	\$0.00	\$79.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.41	\$9.95	\$0.00	\$0.00	\$32.36
2	55	\$24.65	\$9.95	\$6.66	\$0.00	\$41.26
3	60	\$26.89	\$9.95	\$7.26	\$0.00	\$44.10
4	65	\$29.13	\$9.95	\$7.87	\$0.00	\$46.95
5	70	\$31.37	\$9.95	\$20.32	\$0.00	\$61.64
6	75	\$33.62	\$9.95	\$20.93	\$0.00	\$64.50
7	80	\$35.86	\$9.95	\$21.53	\$0.00	\$67.34
8	90	\$40.34	\$9.95	\$22.74	\$0.00	\$73.03

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.01	\$9.95	\$0.00	\$0.00	\$32.96
2	55	\$25.31	\$9.95	\$6.66	\$0.00	\$41.92
3	60	\$27.61	\$9.95	\$7.26	\$0.00	\$44.82
4	65	\$29.91	\$9.95	\$7.87	\$0.00	\$47.73
5	70	\$32.21	\$9.95	\$20.32	\$0.00	\$62.48
6	75	\$34.52	\$9.95	\$20.93	\$0.00	\$65.40
7	80	\$36.82	\$9.95	\$21.53	\$0.00	\$68.30
8	90	\$41.42	\$9.95	\$22.74	\$0.00	\$74.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2024	\$39.86	\$9.65	\$17.80	\$0.00	\$67.31
<i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2025	\$41.25	\$9.65	\$17.80	\$0.00	\$68.70
	12/01/2025	\$42.63	\$9.65	\$17.80	\$0.00	\$70.08
	06/01/2026	\$44.07	\$9.65	\$17.80	\$0.00	\$71.52
	12/01/2026	\$45.51	\$9.65	\$17.80	\$0.00	\$72.96

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

PANEL & PICKUP TRUCKS DRIVER	12/01/2024	\$39.78	\$15.07	\$20.17	\$0.00	\$75.02
<i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$39.78	\$15.57	\$20.17	\$0.00	\$75.52
	06/01/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$76.52
	12/01/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$78.13
	01/01/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$78.73
	06/01/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$79.73
	12/01/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$81.47
	01/01/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$82.07

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
<i>PILE DRIVER LOCAL 56 (ZONE 1)</i>						
For apprentice rates see "Apprentice- PILE DRIVER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.11	\$10.08	\$2.53	\$0.00	\$37.72
2	55	\$30.68	\$10.08	\$5.07	\$0.00	\$45.83
3	70	\$39.05	\$10.08	\$19.22	\$0.00	\$68.35
4	80	\$44.63	\$10.08	\$21.76	\$0.00	\$76.47

Notes:
 % Indentured BEFORE 8/1/20; 50/60/70/75/80/80/90/90
 Apprenticeship to Journey worker Ratio: 1:5
 Step 1 \$62.27/ 2 \$67.84/ 3 \$73.42/ 4 \$76.21/ 5&6 \$79.00/ 7&8 \$84.58

PIPELAYER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21

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

PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/26/2024	\$54.74	\$10.15	\$19.95	\$0.00	\$84.84
	08/25/2025	\$57.49	\$10.15	\$19.95	\$0.00	\$87.59

Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 08/26/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.90	\$10.15	\$2.50	\$0.00	\$34.55
2	50	\$27.37	\$10.15	\$2.50	\$0.00	\$40.02
3	60	\$32.84	\$10.15	\$8.80	\$0.00	\$51.79
4	70	\$38.32	\$10.15	\$14.08	\$0.00	\$62.55
5	80	\$43.79	\$10.15	\$17.60	\$0.00	\$71.54

Effective Date - 08/25/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.00	\$10.15	\$2.50	\$0.00	\$35.65
2	50	\$28.75	\$10.15	\$2.50	\$0.00	\$41.40
3	60	\$34.49	\$10.15	\$8.80	\$0.00	\$53.44
4	70	\$40.24	\$10.15	\$14.08	\$0.00	\$64.47
5	80	\$45.99	\$10.15	\$17.60	\$0.00	\$73.74

Notes:

Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/26/2024	\$54.74	\$10.15	\$19.95	\$0.00	\$84.84
	08/25/2025	\$57.49	\$10.15	\$19.95	\$0.00	\$87.59

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

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.86	\$9.65	\$17.70	\$0.00	\$68.21
	06/01/2025	\$42.25	\$9.65	\$17.70	\$0.00	\$69.60
	12/01/2025	\$43.63	\$9.65	\$17.70	\$0.00	\$70.98
	06/01/2026	\$45.07	\$9.65	\$17.70	\$0.00	\$72.42
	12/01/2026	\$46.51	\$9.65	\$17.70	\$0.00	\$73.86
	06/01/2027	\$47.96	\$9.65	\$17.70	\$0.00	\$75.31
	12/01/2027	\$49.41	\$9.65	\$17.70	\$0.00	\$76.76
	06/01/2028	\$50.91	\$9.65	\$17.70	\$0.00	\$78.26
	12/01/2028	\$52.41	\$9.65	\$17.70	\$0.00	\$79.76
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.86	\$9.40	\$17.55	\$0.00	\$67.81
	06/01/2025	\$42.25	\$9.40	\$17.55	\$0.00	\$69.20
	12/01/2025	\$43.63	\$9.40	\$17.55	\$0.00	\$70.58
	06/01/2026	\$45.07	\$9.40	\$17.55	\$0.00	\$72.02
	12/01/2026	\$46.51	\$9.40	\$17.55	\$0.00	\$73.46
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 653 - Southeastern Concrete (Weymouth)</i>	08/01/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$45.81
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						

ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2024	\$51.03	\$13.03	\$21.70	\$0.00	\$85.76
	02/01/2025	\$52.28	\$13.03	\$21.70	\$0.00	\$87.01
	08/01/2025	\$53.78	\$13.03	\$21.70	\$0.00	\$88.51
	02/01/2026	\$55.03	\$13.03	\$21.70	\$0.00	\$89.76

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.52	\$13.03	\$6.52	\$0.00	\$45.07
2	60	\$30.62	\$13.03	\$21.70	\$0.00	\$65.35
3	65	\$33.17	\$13.03	\$21.70	\$0.00	\$67.90
4	75	\$38.27	\$13.03	\$21.70	\$0.00	\$73.00
5	85	\$43.38	\$13.03	\$21.70	\$0.00	\$78.11

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.14	\$13.03	\$6.52	\$0.00	\$45.69
2	60	\$31.37	\$13.03	\$21.70	\$0.00	\$66.10
3	65	\$33.98	\$13.03	\$21.70	\$0.00	\$68.71
4	75	\$39.21	\$13.03	\$21.70	\$0.00	\$73.94
5	85	\$44.44	\$13.03	\$21.70	\$0.00	\$79.17

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
 (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	08/01/2024	\$51.28	\$13.03	\$21.70	\$0.00	\$86.01
	02/01/2025	\$52.53	\$13.03	\$21.70	\$0.00	\$87.26
	08/01/2025	\$54.03	\$13.03	\$21.70	\$0.00	\$88.76
	02/01/2026	\$55.28	\$13.03	\$21.70	\$0.00	\$90.01

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER	08/01/2024	\$57.94	\$14.75	\$28.12	\$2.98	\$103.79
SHEETMETAL WORKERS LOCAL 17 - A	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$24.33	\$14.75	\$6.13	\$0.00	\$45.21
2	42	\$24.33	\$14.75	\$6.13	\$0.00	\$45.21
3	47	\$27.23	\$14.75	\$12.11	\$1.63	\$55.72
4	47	\$27.23	\$14.75	\$12.11	\$1.63	\$55.72
5	52	\$30.13	\$14.75	\$13.09	\$1.75	\$59.72
6	52	\$30.13	\$14.75	\$13.34	\$1.76	\$59.98
7	60	\$34.76	\$14.75	\$14.75	\$1.94	\$66.20
8	65	\$37.66	\$14.75	\$15.73	\$2.06	\$70.20
9	75	\$43.46	\$14.75	\$17.69	\$2.30	\$78.20
10	85	\$49.25	\$14.75	\$19.15	\$2.52	\$85.67

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$25.07	\$14.75	\$6.13	\$0.00	\$45.95
2	42	\$25.07	\$14.75	\$6.13	\$0.00	\$45.95
3	47	\$28.05	\$14.75	\$12.11	\$1.66	\$56.57
4	47	\$28.05	\$14.75	\$12.11	\$1.66	\$56.57
5	52	\$31.04	\$14.75	\$13.09	\$1.78	\$60.66
6	52	\$31.04	\$14.75	\$13.34	\$1.79	\$60.92
7	60	\$35.81	\$14.75	\$14.75	\$1.97	\$67.28
8	65	\$38.80	\$14.75	\$15.73	\$2.09	\$71.37
9	75	\$44.77	\$14.75	\$17.69	\$2.33	\$79.54
10	85	\$50.74	\$14.75	\$19.15	\$2.56	\$87.20

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2024	\$40.53	\$15.07	\$20.17	\$0.00	\$75.77
	01/01/2025	\$40.53	\$15.57	\$20.17	\$0.00	\$76.27
	06/01/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$77.27
	12/01/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$78.88
	01/01/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$79.48
	06/01/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$80.48
	12/01/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$82.22
	01/01/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$82.82
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	10/01/2024	\$70.84	\$11.51	\$23.30	\$0.00	\$105.65
	03/01/2025	\$72.64	\$11.51	\$23.30	\$0.00	\$107.45

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.79	\$11.51	\$12.90	\$0.00	\$49.20
2	40	\$28.34	\$11.51	\$13.70	\$0.00	\$53.55
3	45	\$31.88	\$11.51	\$14.50	\$0.00	\$57.89
4	50	\$35.42	\$11.51	\$15.30	\$0.00	\$62.23
5	55	\$38.96	\$11.51	\$16.10	\$0.00	\$66.57
6	60	\$42.50	\$11.51	\$16.90	\$0.00	\$70.91
7	65	\$46.05	\$11.51	\$17.70	\$0.00	\$75.26
8	70	\$49.59	\$11.51	\$18.50	\$0.00	\$79.60
9	75	\$53.13	\$11.51	\$19.30	\$0.00	\$83.94
10	80	\$56.67	\$11.51	\$20.10	\$0.00	\$88.28

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$25.42	\$11.51	\$12.90	\$0.00	\$49.83
2	40	\$29.06	\$11.51	\$13.70	\$0.00	\$54.27
3	45	\$32.69	\$11.51	\$14.50	\$0.00	\$58.70
4	50	\$36.32	\$11.51	\$15.30	\$0.00	\$63.13
5	55	\$39.95	\$11.51	\$16.10	\$0.00	\$67.56
6	60	\$43.58	\$11.51	\$16.90	\$0.00	\$71.99
7	65	\$47.22	\$11.51	\$17.70	\$0.00	\$76.43
8	70	\$50.85	\$11.51	\$18.50	\$0.00	\$80.86
9	75	\$54.48	\$11.51	\$19.30	\$0.00	\$85.29
10	80	\$58.11	\$11.51	\$20.10	\$0.00	\$89.72

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2024	\$40.69	\$11.75	\$14.53	\$0.00	\$66.97
	09/01/2025	\$42.52	\$12.00	\$15.30	\$0.00	\$69.82
	09/01/2026	\$44.41	\$12.25	\$16.09	\$0.00	\$72.75
	09/01/2027	\$46.51	\$12.50	\$16.93	\$0.00	\$75.94

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: See Electrician Apprentice Wages

Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3***

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2024	\$63.44	\$11.49	\$23.59	\$0.00	\$98.52
	02/01/2025	\$64.74	\$11.49	\$23.59	\$0.00	\$99.82
	08/01/2025	\$66.89	\$11.49	\$23.59	\$0.00	\$101.97
	02/01/2026	\$68.24	\$11.49	\$23.59	\$0.00	\$103.32
	08/01/2026	\$70.44	\$11.49	\$23.59	\$0.00	\$105.52
	02/01/2027	\$71.84	\$11.49	\$23.59	\$0.00	\$106.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.72	\$11.49	\$23.59	\$0.00	\$66.80
2	60	\$38.06	\$11.49	\$23.59	\$0.00	\$73.14
3	70	\$44.41	\$11.49	\$23.59	\$0.00	\$79.49
4	80	\$50.75	\$11.49	\$23.59	\$0.00	\$85.83
5	90	\$57.10	\$11.49	\$23.59	\$0.00	\$92.18

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.37	\$11.49	\$23.59	\$0.00	\$67.45
2	60	\$38.84	\$11.49	\$23.59	\$0.00	\$73.92
3	70	\$45.32	\$11.49	\$23.59	\$0.00	\$80.40
4	80	\$51.79	\$11.49	\$23.59	\$0.00	\$86.87
5	90	\$58.27	\$11.49	\$23.59	\$0.00	\$93.35

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$51.28	\$9.65	\$18.22	\$0.00	\$79.15
	06/01/2025	\$52.78	\$9.65	\$18.22	\$0.00	\$80.65
	12/01/2025	\$54.28	\$9.65	\$18.22	\$0.00	\$82.15
	06/01/2026	\$55.83	\$9.65	\$18.22	\$0.00	\$83.70
	12/01/2026	\$57.33	\$9.65	\$18.22	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$47.07	\$9.65	\$18.22	\$0.00	\$74.94
	06/01/2025	\$48.57	\$9.65	\$18.22	\$0.00	\$76.44
	12/01/2025	\$50.07	\$9.65	\$18.22	\$0.00	\$77.94
	06/01/2026	\$51.62	\$9.65	\$18.22	\$0.00	\$79.49
	12/01/2026	\$53.12	\$9.65	\$18.22	\$0.00	\$80.99

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87

For apprentice rates see "Apprentice- LABORER"

TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2024	\$40.82	\$15.07	\$20.17	\$0.00	\$76.06
	01/01/2025	\$40.82	\$15.57	\$20.17	\$0.00	\$76.56
	06/01/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$77.56
	12/01/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$79.17
	01/01/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$79.77
	06/01/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$80.77
	12/01/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$82.51
	01/01/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$59.18	\$9.65	\$19.00	\$0.00	\$87.83
	06/01/2025	\$60.68	\$9.65	\$19.00	\$0.00	\$89.33
	12/01/2025	\$62.18	\$9.65	\$19.00	\$0.00	\$90.83
	06/01/2026	\$63.73	\$9.65	\$19.00	\$0.00	\$92.38
	12/01/2026	\$65.23	\$9.65	\$19.00	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$61.18	\$9.65	\$19.00	\$0.00	\$89.83
	06/01/2025	\$62.68	\$9.65	\$19.00	\$0.00	\$91.33
	12/01/2025	\$64.18	\$9.65	\$19.00	\$0.00	\$92.83
	06/01/2026	\$65.73	\$9.65	\$19.00	\$0.00	\$94.38
	12/01/2026	\$67.23	\$9.65	\$19.00	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$51.25	\$9.65	\$19.00	\$0.00	\$79.90
	06/01/2025	\$52.75	\$9.65	\$19.00	\$0.00	\$81.40
	12/01/2025	\$54.25	\$9.65	\$19.00	\$0.00	\$82.90
	06/01/2026	\$55.80	\$9.65	\$19.00	\$0.00	\$84.45
	12/01/2026	\$57.30	\$9.65	\$19.00	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$53.25	\$9.65	\$19.00	\$0.00	\$81.90
	06/01/2025	\$54.75	\$9.65	\$19.00	\$0.00	\$83.40
	12/01/2025	\$56.25	\$9.65	\$19.00	\$0.00	\$84.90
	06/01/2026	\$57.80	\$9.65	\$19.00	\$0.00	\$86.45
	12/01/2026	\$59.30	\$9.65	\$19.00	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/26/2024	\$54.74	\$10.15	\$19.95	\$0.00	\$84.84
	08/25/2025	\$57.49	\$10.15	\$19.95	\$0.00	\$87.59
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentices 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.

ARTICLE XIII - INSURANCE REQUIREMENTS

The Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of Massachusetts General Laws as amended to all persons to be employed within the Commonwealth under the contract, and he shall continue such insurance in full force and effect during the term of the contract in accordance with said Chapter 152.

Failure to provide and continue in force such insurance as aforesaid, shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the Party proposing cancellation to the other party and to the Town at least 30 days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation, by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be sufficient notice. An affidavit of an officer, agent, or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has sent such notice addressed as aforesaid, shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representatives, trustee in bankruptcy, receiver, assignee, trustee, and the successor in interest of the Contractor. The aforesaid insurance shall be taken out and maintained at the Contractor's expense.

The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and any subcontractor performing work covered by this contract from claims and damages for personal injury, including wrongful death, as well as from claims for property damages which may arise from operations under this contract, whether such operations by himself or by any subcontractor or anyone directly or indirectly employed by either of them. General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. Workers Compensation Insurance as required by law and Umbrella Liability of at least \$3,000,000 per occurrence, \$3,000,000 aggregate. Each and every insurance policy shall name the Contractor and shall also name the Town of Marshfield as being additionally insured and listed as the policy holder in the full amount of the insurance. An endorsement stating the policy may not be cancelled without 30 days advance notice to the Town of Marshfield shall be included.

The Contractor shall also take out and maintain during the life of the contract a Protective Liability Policy in the name of the Town of Marshfield for the same coverage as required in the above paragraph.

Automotive vehicles used in conjunction with the job, both on and off the public highways, shall carry the same rates of insurance for bodily injury and property damage as stated above. This is to include owned and non-owned vehicles.

The Contractor shall also take out and maintain during the life of this contract Contingent Liability Insurance to protect himself against any liability which might attach to him as the result of an accident arising out of work performed by any subcontractor.

All subcontractors shall also take out and maintain during the life of their contracts Public Liability Insurance in amounts not less than those stipulated therein for the Contractor.

The original Town's Protective Policy and four copies of certificates of insurance, certifying to the issuance of all insurance policies, shall be furnished to the Town.

ARTICLE XIV - MISCELLANEOUS LEGAL REQUIREMENTS

The Contractor, if a foreign corporation, shall comply with the provisions, in so far as they apply, of Chapter 181 of Massachusetts General Laws as amended, relating to the appointment of the Commissioner of Corporations as his attorney upon whom all lawful processes or proceedings may be served, and shall, as required by said Chapter, file with the Commissioner of Corporations duly authenticated copies of the power of attorney and of his charter, articles, or certificate of incorporation.

The Contractor shall keep himself duly informed fully of all laws of the Commonwealth, and of the United States of America, and of all municipal laws and ordinances in any manner affecting the work of this contract, and of all orders or decrees of any body or tribunal having any jurisdiction or authority in any manner affecting said work and shall be responsible for a strict compliance therewith. If any clause of this contract does not conform to any such law, such clause shall be void in so far as it conflicts with such law and such law operative in lieu thereof.

Nothing shall be construed as a waiver of any provisions of this contract except a writing which names specifically the provision, states the extent to which it is waived, and is signed by the party making the waiver.

Each and every provision of law and clause required by law to be inserted in this contract should be, is, and is deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party the contract shall forthwith be amended physically to make such insertion.

If any provision herein shall be such as to destroy the mutuality of this contract or to render it invalid or illegal, then if said provision shall not appear to have been so material that without it the contract would not have been made by the parties, it shall not be deemed to form part thereof, but the balance of the contract shall remain in full force and effect.

ARTICLE XV - CONTRACTOR LIMITED TO MONEY DAMAGES

Inasmuch as the Contractor can be compensated adequately by money damages for any breach of this contract which may be committed by the Town, the Contractor agrees expressly that no default, act, or omission of the Owner shall constitute a material breach of the contract entitling him to cancel or rescind it or (unless the Engineer shall so direct) to suspend or abandon performance; and he waives hereby any and all rights and remedies to which he might otherwise be or become entitled because of any wrongful act or omission of the Town or its agents, servants and employees saving only his rights to money damages.

ARTICLE XVI - ALTERATIONS OF WORK

The Town may make alterations in the form of character of any of the work done, or to be done, and in the requirements of the Contract Documents, may order in writing such alterations to be made. Such order shall be by means of a written Change Order, supplemented with drawings when, in the opinion of the Town, it is necessary, which shall include a description of the change with revised specifications, estimated quantities, and prices of the work involved in the alterations made. Each Change Order shall make provisions for revising the time of completion of all work to be done under this contract or shall state that no revision of time is necessary. All such Change Orders shall be approved in writing by the Town and accepted in writing by the Contractor before they become effective. If the Town and Contractor do not agree on the revised prices of the work involved in the alterations, the work shall be paid for on the cost-plus basis as provided for Extra Work in the following article.

In case of any alterations so much of this contract as is not affected by such alterations shall remain in force and be binding upon the parties hereto. All work involved in the alterations shall be made under the terms and as a part of this contract, and the security for the performance of the contract shall in no wise be invalidated, but shall be held to secure in like manner the performance of the work involved in the alterations made under the contract.

ARTICLE XVII - EXTRA WORK

The Contractor shall do any work in addition to the obligations required under the contract in the original form of its contract documents and not herein otherwise provided for when and as ordered in writing by the Engineer. Such work shall be termed Extra Work. All orders for Extra Work shall contain particular reference to this article. Before any work is paid for under any Extra Work Order, the order shall be approved by the Town in writing and accepted in writing by the Contractor. It is understood that the Town may, at its option, have other parties do work in connection with the work to be done under this contract, which is not within the limits or is not an integral part of the work herein specified, in lieu of having such work done as Extra Work under this contract.

All requirements of this contract and its documents shall be applicable to Extra Work unless otherwise stipulated in the Extra Work Orders. The Contractor shall not receive any compensation for Extra Work, regardless of its nature, unless the work was ordered done in the manner prescribed above. The Contractor waives all rights to claim any compensation for any work done except that provided for payment as stated in the Proposal, alterations of the work as provided for in Article XVI, and that provided for as Extra Work ordered done as prescribed in this Article.

All written orders for Extra Work issued by the Engineer shall be accompanied by drawings, if in the opinion of the Engineer drawings are necessary; all orders shall describe the work to be done, shall contain specifications of the work to be done, shall make provisions for revising the time of completion of all work to be done under this contract or shall state that no revision of time is necessary, and shall prescribe unit prices or the total cost of the Extra Work agreed to by the Town and Contractor for the work to be done. If the Town and the Contractor do not agree on unit prices or the total cost of the Extra Work to be done, the orders for Extra Work shall provide for the work to be done on the cost-plus basis, so that the Contractor will receive full compensation for providing and doing everything required to

prepare for and perform everything included in the Extra Work Order the actual cost to him of the following items applicable to the Extra Work Order:

- (a) All labor directly on the Contractor's payroll at specified rates;
- (b) Salaries of Contractor's employees stationed at the field office, engaged at shops or on the road in expediting the production or transportation of material;
- (c) Fees for licenses and permits required particularly for the work involved and not required for the work as planned in the original contract;
- (d) Minor expenses, such as telegrams, telephone service, expressage and similar petty cash items;
- (e) Cost of hand tools not owned by the workmen consumed in the prosecution of the work, and depreciation on such tools used but not consumed and which shall remain the property of the Contractor;
- (f) Materials, supplies, equipment, and transportation of such, required for the proper execution of the work. All materials purchased shall be billed at the same prices the Contractor is paying for materials and supplies for the work being done under the regular items of the contract or at normal market prices. Any discounts which can be taken in the purchase of material on the basis of payment provided in the contract, that is, within thirty days, will accrue to the Town; and other discounts will accrue to the Contractor. The cost of equipment shall be determined by the latest compilation of Rental Rates as compiled by Associated Equipment Distributors plus ten per cent of the cost as computed by this schedule. If equipment is required which is not listed in the above schedule, it shall be paid for at rates agreed to by the Engineer and Contractor. The Engineer shall determine the amount, size and type of all equipment to be in the work and all costs of equipment shall be computed accordingly;
- (g) Cost not covered in (f) of moving equipment from and to the Contractor's yard;
- (h) Losses and expenses not compensated by insurance, or otherwise sustained by the Contractor in connection with the work, provided they have resulted from causes other than the fault or neglect of the Contractor;
- (i) Any increase in BOND costs required;
- (j) Any increase in INSURANCE costs required;

An allowance for profit of fifteen per cent of the total of items (a) to (g), inclusive.

The Contractor shall furnish to the Engineer an itemized statement of all costs incurred in Extra Work during any calendar month on or about the first of the next following month.

Unless otherwise specifically provided for in the Extra Work Orders, the compensation agreed to, whether unit prices, total cost, or the cost-plus basis as described above, includes payment for any damages or expense caused the Contractor by any delays to other work to be done under the contract resulting from or on account of Extra Work and the Contractor waives all rights to any compensation for such damage or expense except as may be provided for in the Extra Work Orders.

ARTICLE XVIII - PAYMENTS

The Town shall pay and the Contractor shall receive, as full compensation for providing and doing everything required to prepare for and perform everything called for by this contract, and as full compensation also for all loss or damage arising out of the nature of the work under the contract, or from the action of the elements, or from fire, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the said work; also for all risk of every description connected with said work; also for all expenses incurred by, or in consequence of, the suspension or discontinuance of said work as herein specified; and for well and faithfully completing said work in accordance with the contract, including all work incidental thereto; the cost stated in the contractors Schedule of Prices as submitted with the Proposal, or the prices revised, if such are revised as provided for in Article XVI, and also the cost of Extra Work authorized under Article XVII.

The Engineer shall, on or about the first of each month, issue a periodical estimate for the approximate amount of all materials furnished and work done up to the end of the preceding calendar month, in accordance with the units of measurement and prices in the Schedule of Prices and for all Change and Extra Work Orders, including such portions of lump sums in the Schedule of Prices and also the value of materials furnished and delivered to the site of the work, as the Engineer deems proper. The Contractor shall furnish the Engineer satisfactory evidence that he has paid in full for all work, materials, equipment, and labor included in each periodical estimate. The periodical estimates shall be in such form as the Engineer may adopt, but they shall be certified by the Engineer as to their conformity with the provisions of the contract, and shall be certified by the Contractor to the effect that all items, units, quantities, and prices of work and material in the estimate are approximately correct, that all work has been performed and materials supplied in full accordance with the contract, that all just and lawful bills against the Contractor for labor, materials, and expendable equipment covered by the estimate have been paid in full, and that the Contractor has no claims for damage, losses or expense against the Town for compensation in addition to that provided for payment in the periodical estimates, except such claims as the Contractor has filed with the Engineer in writing previous to the date of his certifying the estimate.

Not later than twenty (20) days after the receipt of each periodical estimate, certified by the Engineer and Contractor as described herein, the Town shall make payment to the Contractor for the total amount of the work done and materials furnished and delivered less **five (5) percent** of the total amount of the estimate which shall be retained by the Town until thirty-five (35) days after the Date of Completion, less amounts previously paid the Contractor, and less any other sums which may be lawfully retained.

The Town may retain temporarily or permanently, at any time after fifty (50) per cent of the work covered by this contract has been completed, a smaller amount than five (5) per cent of the total cost of work done and the Town may cause the Contractor to be paid from time to time during the progress of the work such portion of the reserve as it deems prudent or desirable. In case such payments are made, the Town may, at any time, cause further payments to be withheld until the full five (5) per cent reserve is re-established. Payment may be withheld at any time if, in the judgement of the Engineer, the work is not

proceeding in accordance with the contract. The consent of the Surety Company shall not be required for any act proceeding on the part of the Town contemplated by this Article XVIII.

The Contractor shall not be entitled to demand or receive payment for any portion of the aforesaid work or materials, except in the manner above set forth in this Article XVIII, until the Engineer shall have been satisfied that said work has been completed in all parts and requirements in accordance with the intent of the contract, and the Engineer shall have issued a Certificate of Completion to that effect and shall have designated therein the Date of Completion.

After the Date of Completion has been established, the Engineer shall issue a "Final Estimate" of all work done under the contract. The Contractor shall furnish the Engineer satisfactory evidence that he has paid in full for all work, materials, equipment and labor included in the Final Estimate. The Final Estimate shall be in such form as the Engineer may adopt, but it shall be certified by the Engineer as to its conformity with all provisions of the contract, and shall be certified by the Contractor to the effect that all just and lawful bills against the Contractor for labor, materials, and expendable equipment covered by the Final Estimate have been paid in full, that the total cost of the work and the amount due the Contractor for payment is full compensation for all work done under the terms of the Contract in its original form, that the payment is full compensation for all work ordered to be done under Change and Extra Work Orders, and that the payment is full compensation for all work done by the Contractor for doing and furnishing everything relating to or arising out of the work, and that the Contractor waives all rights to claim or receive any further compensation in addition to that provided for in the Final Estimate.

Not later than twenty (20) days after the receipt of the final Estimate, certified by the Owner and the Contractor, the Town shall make payment to the contractor for the total amount of work done as shown by the Final Estimate, less (a) five (5) percent of the said total amount, or less a smaller amount at the discretion of the Town, which shall be retained by the Town for thirty five (35) days after the "Date of Completion" of all work done as shown by the Final Estimate. The Town will pay the Contractor interest on all money due him as shown by the Final Estimate at one (1) percent per annum for a period of time beginning thirty-five (35) days after the Date of Completion and ending at the time of final settlement of any claims the Contractor may make for compensation in addition to that certified by the Engineer in the Final Estimate, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because such money has been retained regardless of whether or not any claims are settled in favor of the Town or Contractor.

Within ten (10) days after the general contractor receives payment on account of a periodic estimate of the value of the work done, he shall pay to each subcontractor the sum contained therein for the value of said subcontractor's work, less any amount retained therefrom by the awarding authority under the terms of the general contract or in consequence of any legal proceedings or statutory liens, and less any amount due the general contractor under the subcontract. Not later than the sixty-fifth (65) day after each subcontractor fully completes his portion of the work in accordance with the plans and specifications, the entire balance due under the subcontract shall be due the subcontractor and shall be paid to the general contractor by the awarding authority for the account of the subcontractor and in partial payment of the amount due under the general contract; provided, however, that the awarding authority may withhold from such partial payment all amounts retained by the awarding authority pending its determination that said portion of the work is satisfactory or in consequence of any legal proceedings or statutory liens. The general contractor shall forthwith pay to the subcontractor the full amount received as aforesaid from the awarding authority for the account of such subcontractor less any amount due the

general contractor under the subcontract; and the awarding authority may take such steps as it may deem necessary to arrange that such amounts are paid by the general contractor to the subcontractor forthwith. If, within ten (10) days after the aforementioned sixty-fifth (65) day, the subcontractor has not received from the general contractor the entire balance due on the subcontract less the aforesaid amounts, the subcontractor shall give the awarding authority and the general contractor written notice of such failure to receive payment and of the amount so payable, but not paid, by the general contractor. Thereupon, the awarding authority shall make out of sums payable to the general contractor on the general contract direct payment to the subcontractor of the entire balance due on the subcontract less the aforesaid amounts. Such direct payment by the awarding authority to any subcontractor as herein before provided shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

ARTICLE XIX - RELEASE OF FINAL PAYMENT

The payment of the final amount due under this contract, and payment for work done under Change and Extra Work Orders as herein provided for, shall release the Town and every agent or employee of the Town and the Agents and employees of any such agent from any or all claims or liabilities on account of work performed under the contract or any alteration thereof.

ARTICLE XX - GUARANTEE

The Contractor agrees to make good without cost to the Town any defects in the work or parts of the work furnished or built by him or by any subcontractor, and any damage due to faulty workmanship on his part due to faulty or imperfect material or equipment furnished under his contract, which defects or damage may appear within one (1) year from the Date of Completion of the work done under this contract, which Date of Completion shall be as determined under the provisions of Article XVIII hereof.

Attachment A
Special Conditions

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SPECIAL CONDITIONS

POLICE DETAIL: Police detail is required only if directed by the Police Department. The Contractor can provide additional traffic details to optimize their production, but it will be at the Contractor's expense and will not be paid through the contract. The Town does not anticipate requiring any police details so long as residences remain accessible.

GURNET ROAD BEACH ACCESS: The Gurnet Road parking area owned by Duxbury Reservation is not available for this project.

PROJECT SIGNAGE: Included in the Mobilization Item for Payment, the Contractor shall submit a shop drawing for approval and once approved, provide one (1) project sign and install it at the Bay Ave. beach access location. The signs shall be 4' x 8' plywood mounted on 4" x 4" x 8' posts with: Project Name, Funded by the Massachusetts Executive Office of Energy and Environmental Affairs, Town of Duxbury, Town of Marshfield, Contractor's Name, Consultant's Name, and Town Seal.

BAY AVE BEACH ACCESS RAMP: The Contractor should take protective measures by covering the access ramp with steel plates or take similar measures to ensure the concrete ramp isn't damaged by vehicle traffic during the project.

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FREQUENCY OF GRADATION REPORTING:

Only source testing is required unless the material appears to change consistency during the project.

DESIGN VOLUME: The design volume is 36,600 cubic yard or approximately 49,410 tons.

STORMS AND PRODUCTIVITY: It is anticipated that there will be inclement weather and tides will affect productivity. It is anticipated that the contractor will establish a working platform at the end of the ramp to be able to place sand during a majority of the tide cycle and that the platform would be protected with temporary measures in order to maintain day to day productivity.

PAY ESTIMATES: The Town will consider payment requests at two- week intervals. Delivery slips with actual weight of sediment being delivered shall be given to the Town's consultant, Woods Hole Group, on a weekly basis. The contractor shall scan each slip in pdf format and provide a summary of weight slips and certified payroll with submission of pay requisition to Wood Hole Group for approval and then submission to the Town.

VERIFICATION SURVEY: The verification survey performed by the Town's consultant will show what has been placed according to the plan on a periodic basis. The payment will be based on delivery slips showing weight of material in tons placed on the beach. The contractor should strive to achieve grades per design and coordinate sections of work to be verified by survey conducted by the Town's consultant. The contractor may choose to provide his own survey to document progress.

STORMS AND COASTAL EROSION: The Contractor is not responsible for material spread on the beach and lost during a storm.

EXTENDED WORK HOURS: Extended work hours beyond 7AM to 5PM will not be allowed at the start of the project. Depending on production and performance, this may be re-evaluated as the project progresses.

AVAILABLE FUNDING: The current available funding for the project is approximately \$2,110,800.

PREVAILING WAGES: Prevailing wage rates apply to delivery truck drivers travelling to and from sources to the site. *As outlined in the Massachusetts Department of Labor Standards "Topical Outline of Massachusetts Prevailing Wage Law", dated August 8, 2023:*

"The prevailing wage law applies to the transportation of gravel or fill to the site of public works or the removal of surplus gravel or fill from such site. G.L. c. 149, § 27"

CERTIFIED WEIGHT SCALE: The contractor shall provide weight slips from certified scale or other approved means for each loaded truck delivering sediment.

TIME OF COMPLETION: All work shall be completed by March 28, 2025.

GUARANTEE: The one year guarantee specified in the Article XX do not apply.

START OF CONSTRUCTION: It is anticipated that Notice to Proceed will be given on or before February 3, 2025.

BAY AVE OPENING BARRIER: The contractor shall put the barrier\gate in place to close off ramp for any pending storm and on weekends if equipment is left in the access ramp rendering it inaccessible for Town forces.

RETAINAGE: The Town will retain up to 5% of completed work until at least the minimum amount of 40,000 tons of sediment have been placed, and will reduce the retainage to 2 % until the final completion and receipt of release of liens indicating proof of payment of subcontractors. This requirement supplements requirements in Article XVIII.

LIQUIDATED DAMAGES: This Special Condition supercedes liquidated damages previously specified at \$500.00 per day. If the contractor does not meet the minimum placement of 40,000 tons, then liquidated damages will be assessed at \$50,000.00 plus an additional \$43,000.00 per 1,000 tons not placed on the beach.

End of Special Conditions

Attachment B

Permits

*** Electronic Recording ***
Doc#: 00830306
Bk: 00087 Pg: 151 Cert: 17551
Rec Date: 04/07/2022 01:42 PM
Also Noted On:
ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds



Town of Marshfield WPA Form 5 – Order of Conditions

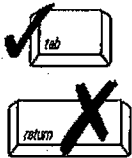
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
Code of the Town of Marshfield/Chapter 294 Wetlands Protection
& Chapter 505 Wetlands Protection Regulations

Provided by MassDEP:
SE42-2968
MassDEP File #
eDEP Transaction #
Marshfield
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: Marshfield
Conservation Commission

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

3. To: Applicant:

a. First Name Town of Marshfield b. Last Name _____
c. Organization _____
d. Mailing Address 870 Moraine Street
e. City/Town Marshfield f. State MA g. Zip Code 02050

4. Property Owner (if different from applicant):

a. First Name _____ b. Last Name _____
c. Organization _____
d. Mailing Address _____
e. City/Town _____ f. State _____ g. Zip Code _____

5. Project Location:

Rexhame & Bay Avenue coastal beaches and Winslow Aveune Ext coastal dune Marshfield
Multiple b. City/Town
c. Assessors Map/Plat Number Multiple d. Parcel/Lot Number
Latitude and Longitude, if known: N42d6m23.75s W70d39m19.35s
d. Latitude e. Longitude

Property Owner: Inhabitants of the Town of Marshfield



Town of Marshfield
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
 Code of the Town of Marshfield/Chapter 294 Wetlands Protection
 & Chapter 505 Wetlands Protection Regulations

Provided by MassDEP:
 SE42-2968
 MassDEP File # _____
 eDEP Transaction # _____
 Marshfield
 City/Town

A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
 Plymouth 17551
 a. County 17551 b. Certificate Number (if registered land)

c. Book _____ d. Page _____

7. Dates: 01/27/2022 3/01/2022 3/22/2022
 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):
Plan of Beach and Dune Nourishment Sites (Sheets 1-6)
 a. Plan Title

Woods Hole Group, Inc. Joel Kubick, P.E.
 b. Prepared By c. Signed and Stamped by

February 16, 2022 1" = 200'
 d. Final Revision Date e. Scale

MassDEP Notification of Wetlands Protection Act File Number Form 2/16/2022
Natural Heritage and Endangered Species Program Comment Letter 2/24/2022

B. Findings

1. Findings pursuant to the Marshfield Town Bylaw:

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. <input type="checkbox"/> Aesthetics	b. <input type="checkbox"/> Agriculture	c. <input type="checkbox"/> Aquaculture
d. <input checked="" type="checkbox"/> Erosion Control	e. <input type="checkbox"/> Fish & Fisheries	f. <input type="checkbox"/> Fish Habitats
g. <input checked="" type="checkbox"/> Flood Control	h. <input type="checkbox"/> Groundwater	i. <input checked="" type="checkbox"/> Prevention of Water Pollution
j. <input checked="" type="checkbox"/> Storm Damage Prevention	k. <input type="checkbox"/> Private Water Supply	l. <input checked="" type="checkbox"/> Public Safety
m. <input type="checkbox"/> Public Water Supply	n. <input checked="" type="checkbox"/> Recreation	o. <input checked="" type="checkbox"/> Sedimentation Control
p. <input type="checkbox"/> Shellfish	q. <input type="checkbox"/> Shellfish Habitat	r. <input checked="" type="checkbox"/> Threatened, Rare, or Endangered Plant Species
s. <input checked="" type="checkbox"/> Wildlife	t. <input checked="" type="checkbox"/> Wildlife Habitats	

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.



Town of Marshfield
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
 Code of the Town of Marshfield/Chapter 294 Wetlands Protection
 & Chapter 505 Wetlands Protection Regulations

Provided by MassDEP:
 SE42-2968
 MassDEP File # _____
 eDEP Transaction # _____
 Marshfield
 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) 0
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	a. linear feet	b. linear feet	c. linear feet	d. linear feet	
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet	
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	a. square feet	b. square feet	c. square feet	d. square feet	
	e. c/y dredged	f. c/y dredged			
7. <input type="checkbox"/> Bordering Land Subject to Flooding	a. square feet	b. square feet	c. square feet	d. square feet	
	Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet			
	Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <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



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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 checked="" type="checkbox"/> Land Under the Ocean	<u>14,810 +/-</u> a. square feet	<u>14,810 +/-</u> b. square feet		
	<u> </u> c. c/y dredged	<u> </u> d. c/y dredged		
12. <input checked="" type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input checked="" type="checkbox"/> Coastal Beaches	<u>613,760 +/-</u> a. square feet	<u>613,760 +/-</u> b. square feet	<u>118,847 cu</u> yd	<u>118,847 cu</u> yd
14. <input checked="" type="checkbox"/> Coastal Dunes	<u>128,938 +/-</u> a. square feet	<u>128,938 +/-</u> b. square feet	<u>17,850 cu yd</u> c. nourishment	<u>17,850 cu yd</u> d. 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 checked="" type="checkbox"/> Land Containing Shellfish	<u>406,850 +/-</u> a. square feet	<u>406,850 +/-</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> a. c/y dredged	<u> </u> b. c/y dredged		
21. <input checked="" type="checkbox"/> Land Subject to Coastal Storm Flowage	<u>757,508 +/-</u> a. square feet	<u>757,508 +/-</u> b. square feet		
22. <input type="checkbox"/> Riverfront Area	<u> </u> a. total sq. feet	<u> </u> b. total sq. feet		
Sq ft within 100 ft	<u> </u> c. square feet	<u> </u> d. square feet	<u> </u> e. square feet	<u> </u> f. square feet
Sq ft between 100-200 ft	<u> </u> g. square feet	<u> </u> h. square feet	<u> </u> i. square feet	<u> </u> j. square feet



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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):
- | | |
|-----------------------------------|---|
| 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 3/22/2025 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.



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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 SE42-2968 "
- 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.



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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 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(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 Attached

- 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 Marshfield Conservation Commission hereby finds (check one that applies):
 - 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:

<u>Ch 294 Wetlands Protection & Ch 505 Wetlands Protection Regulations</u>	<u>Ch 204 & 505</u>
1. Municipal Ordinance or Bylaw	2. Citation

- 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 Attached



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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.

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

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

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.

01/21/12

1. Date of Issuance

5

2. Number of Signers

Marshfield Conservation Commission

Signature *Bert O'Donnell*

Craig Hannafin, Chair

Printed Name

Signature *Arthur Lage*

Bert O'Donnell, Vice Chair

Printed Name

Signature *Joseph Ring*

Arthur Lage

Printed Name

Signature *Rick Carberry*

Joseph Ring

Printed Name

Signature *Susan Caron*

Rick Carberry

Printed Name

Signature

Susan Caron

Printed Name

Signature

Printed Name

Signature

Printed Name

by hand delivery on
3/22/12

by certified mail, return receipt requested, on

Date

Date



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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.



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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.

Marshfield

Conservation Commission

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

To:

Marshfield

Conservation Commission

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

Rexhame & Bay Avenue coastal beaches and
Winslow Avenue Ext coastal dune Marshfield, MA
Project Location

SE42-2968
MassDEP File Number

Has been recorded at the Registry of Deeds of:

Plymouth

County

Book

Page

for:

Property Owner

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

Book

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



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SPECIAL CONDITIONS:

- A.** All work shall be done in accordance with the final approved plans referenced in A. General Information/Item 8. There shall be no deviation from this plan unless written approval from the Commission is obtained prior to implementing desired changes.
- B.** The Conservation Administrator or Agent will be the overseer of all work on this project for the Conservation Commission.
- C.** 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. Follow all pertinent Marshfield Bylaws such as (217/sea walls; 305-13.01/inland wetland district & 305-13.02/coastal wetland district) and any other pertinent Marshfield Bylaws.
- D.** The following project specific conditions apply:

d(1) Before commencing the proposed work:

- Register both sets of Orders (State and Town) with the Plymouth County Registry of Deeds, and provide evidence to the Conservation Office.
- Post the MassDEP Sign at visible location in the vicinity of each beach or dune nourishment limit of work.
- Obtain all subsequent permits (local, state and federal) such as the Marshfield Building Department, the Marshfield Zoning Board of Appeals, Marshfield Harbor Master's Office, the Massachusetts Department of Environmental Protection (Mass DEP), the United States Army Corps of Engineers (USACE) and any other pertinent permits.
- Provide access plans for all known beach egress and ingress as well beach nourishment material stockpile locations to the Conservation Administrator, Town Planner, Town Engineer, Town Administrator, Beach Administrator and Harbor Master.
- Applicant shall observe 310 CMR 10.05 requirements that No Work Shall Commence until all applicable administrative appeal periods have elapsed.
- Per 780 CMR, Section 105.8, applicant shall notify the Building Official at least one business day before the start of work to verify all d(1) conditions have been met prior to the commencement of work.
- Coordinate pre-construction site meeting with Conservation Administrator or Agent; two week advance notice to Town Planner & file forms/plans including safety plan.

d(2) During construction of the proposed work:

- Ensure that best management practices are followed especially resource area precautions such as presence of spill containment kits. No refueling, oiling, storing fuel, vehicle repair on the resource areas (make use of the approved access entrances within previously disturbed areas) is permitted. No leaking vehicles are permitted to operate or park on the resource area. Restore the resource area to preconstruction conditions at the end of each work day especially regrade/smooth ruts, depressions or compacted areas to match conditions prior to the work.
- Advise both Conservation Administrator and Town Planner of progress.
- Update the Conservation Administrator, Town Planner, Town Engineer, Town Administrator, Beach Administrator and Harbor Master with all new additions to the access plans beach egress and ingress locations.
- Ensure comments listed below from MassDEP Notification of Wetlands Protection Act File Number dated February 16, 2022 are followed and provide the Conservation Administrator with any permits or revisions resulting from associated adjustments:

When a proposed project involves removal, filling, dredging or altering of a barrier beach, the issuing authority shall presume that the barrier beach, including all of its coastal dunes, is significant to the interests of storm damage prevention, flood control, the protection of marine fisheries and wildlife habitat and, the protection of land containing shellfish. This presumption may be overcome only upon a clear showing that a barrier beach, including all of its coastal dunes, does not play a role in storm damage prevention, flood control, or the protection of marine fisheries, wildlife habitat, or land containing shellfish, and if the issuing authority makes a written determination to such effect. In accordance with 310 CMR 10.29(3), when a Barrier Beach Is Determined to Be Significant to Storm Damage Prevention, Flood Control, Marine Fisheries or Protection of Wildlife Habitat. 310 CMR 10.27(3) through (6) (coastal beaches) and 10.28(3) through (5) (coastal dunes) shall apply to the coastal beaches and to all coastal dunes which make up the barrier beach.



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In accordance with 314 CMR 9.03(2), beach nourishment activities with a Final Order of Conditions issued under M.G.L. c. 131, § 40 do not require an individual 401 Water Quality Certification application. The Final Order of Conditions issued pursuant to 310 CMR 10.00: Wetlands Protection, as applicable, serves as the Water Quality Certification for the project, under M.G.L. c. 131, § 40. This does not apply to material placed below MLW.

ADDITIONAL REQUIREMENTS:

A Chapter 91 license may be required. Application and transmittal forms are available on the MassDEP website <http://www.mass.gov/eea/agencies/massdep/water/approvals/wetlands-and-waterways-forms.html#2>. For additional information, contact MassDEP Waterways Program by email at dep.waterways@mass.gov or visit <https://www.mass.gov/waterways-program-chapter-91>.

- Ensure comments from Mass Division of Marine Fisheries letter dated March 1, 2022 are followed and provide the Conservation Administrator with any revisions associated with the inquiries listed below:
 MA DMF offers the following comments for your consideration:
 - Page G1 of the Pre- and Post-Construction Monitoring Plan states that *“The [pre-construction rocky intertidal shore] survey results will be used to evaluate the need to reduce the nourishment footprint to avoid direct impacts to rocky intertidal, and/or to proceed with plans for mitigation as described in Section H.”* If ephemeral rocky intertidal areas are identified in the beach nourishment sites during the pre-construction survey, what thresholds would be used to determine whether the nourishment footprint(s) should be reduced versus proceeding with plans for 1:1 mitigation? The monitoring plan developed through state and federal permitting should clearly define how pre-construction monitoring results inform avoidance vs. mitigation strategies.
 - Page G3 of the Pre- and Post-Construction Monitoring Plan states that *“The [post-construction rocky intertidal shore] survey data will be compiled into a map and compared with pre-construction areas of rocky intertidal shore to evaluate the changes.”* What metrics will be used to determine mitigation success? Will the ratio of vegetated to unvegetated rocky intertidal habitat be evaluated and compared to pre-construction areas?
 - Page H2 of the Avoidance, Minimization and Mitigation Measures states that *“Before any future maintenance activity, the results of the ongoing monitoring and most recent RIS mapping will be reviewed with National Marine Fisheries Service (NMFS), the local Conservation Commission, and other interested agencies as part of an adaptive management approach to this RIS replication effort.”* Please include MA DMF on the list of agencies to receive results of this ongoing monitoring.

- Ensure comments from Mass Natural Heritage and Endangered Species Program (the Division) letter dated February 24, 2022 are followed to avoid adverse effects to the Resource Area Habitats of state-listed species and to avoid a prohibited Take the following conditions must be implemented:



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1. **Time of Year Restriction.** Beach nourishment at Rexhame Beach & Gurnet Road Beach and associated activities (e.g., staging, grading and equipment access) shall not occur during the period April 1 – August 31, to protect breeding shorebird species.
2. **Beach Nourishment.** All beach nourishment shall be placed in accordance with the Project Narrative and PLANS.
 - a. **Slope:** As proposed, all nourishment shall have a maximum slope of 10H:1V. Any slope less steep, e.g. 15H:1V, is also approved.
 - b. **Sand Fence.** Sand fencing shall not be erected in areas of beach nourishment, unless otherwise approved in writing by the Division.
3. **State-listed Species Protection.** The applicant has the responsibility of protecting breeding Piping Plovers and state-listed species of terns that may be attracted to beach nourishment areas, as well as their eggs and unfledged chicks. The applicant must implement a Division-approved monitoring and protection plan for all beach nourishment sites for a minimum of three consecutive years following any nourishment activity.
 - a. Each year, beginning April 1, a qualified shorebird monitor, approved by the Division, shall determine whether territorial, courting, or nesting Piping Plovers or state-listed species of terns are present at beach nourishment areas and if so, shall erect and maintain warning signs and symbolic fencing to protect nesting habitat, breeding adults, nests, and chicks from disturbance or human-caused mortality. These fenced areas shall be managed in accordance with the Massachusetts Division of Fisheries and Wildlife document of April 1993 titled *Guidelines For Managing Recreational Use Of Beaches To Protect Piping Plovers, Terns, And Their Habitats In Massachusetts*.
 - b. Monitoring shall occur at least 2 times per week until at least July 1. However, if Piping Plovers or terns are found to be using the site, then monitoring frequency shall be increased to at least 3 times per week, and shall continue until all nesting and brood-rearing activity has been completed. A report shall be submitted to the Division each year that summarizes the results of the state-listed species monitoring and site protection activities.
4. **Authorization Duration.** This authorization is valid for 5 years from the date of issuance. Work may be completed during this 5-year period in compliance with the conditions herein. Subject to Division review and approval, the applicant may renew this determination for an additional five (5) year period (10 years total) provided a written request is submitted to the Division prior to the expiration of this determination. Thereafter, the applicant shall re-file under the MESA.
5. **Notice.** Upon filing for renewal, extension, or amendment of the Orders of Conditions for the project the applicant shall contact the Division and submit appropriate documentation to obtain a written response or determination, as appropriate, regarding impacts to Resource Area habitat of state-listed wildlife.



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d(3) Post renourishment work/Ongoing Conditions:

- Any damaged or removed native coastal plants shall be replicated at a ratio of 2:1. Submit a planting plan acceptable to the Conservation Administrator. Implement the plantings, monitoring and reporting the first Spring or Fall planting season after discovery of coastal plan impacts as follows:
 - **Fall Planting:** Implement the Mitigation Planting plan referenced in Section A., Item 8 in the Fall 20XX/0 planting season. An Implementation Report shall be prepared by a qualified wetland scientist and submitted to the Conservation Department by December 1, 20XX/0. 75% successive growth within two growing seasons is required as per 310 CMR 10.24 and 10.53. Two annual monitoring reports prepared and submitted by a qualified wetland scientist are required. The first monitoring report is due on December 1, 20XX/+1 and the second is due on December 1, 20XX/+2. Failure to submit the monitoring reports by their respective deadlines, or failure to maintain 75% successive growth within two growing seasons shall result in the requirement for a subsequent year of annual monitoring or Enforcement. A Certificate of Compliance shall not be issued until the requirements for successive growth and monitoring reports have been met.
 - **Spring Planting:** Implement the Mitigation Planting plan referenced in Section A., Item 8 in the Spring 20XX/0 planting season. An Implementation Report shall be prepared by a qualified wetland scientist and submitted to the Conservation Department by June 1, 20XX/0. 75% successive growth within two growing seasons is required as per 310 CMR 10.24 and 10.53. Two annual monitoring reports prepared and submitted by a qualified wetland scientist are required. The first monitoring report is due on December 1, 20XX/+1 and the second is due on December 1, 20XX/+2. Failure to submit the monitoring reports by their respective deadlines, or failure to maintain 75% successive growth within two growing seasons shall result in the requirement for a subsequent year of annual monitoring or Enforcement. A Certificate of Compliance shall not be issued until the requirements for successive growth and monitoring reports have been met.
- Submit a Request for Certificate of Compliance along with a final report depicting the results. The Request For Certificate of Compliance/WPA Form 8A shall request On-going Conditions including periodic maintenance as per the final approved plans in A. General Information/Item 8 under these Orders of Conditions or subsequent Amended Order of Conditions or submit Extension Order of Conditions/WPA Form 7 before the expiration date of these Orders of Conditions which is identified on page 5 of these Orders of Conditions and any subsequent extended expiration date. As part of the Natural Heritage and Endangered Species Program (the Division) special conditions detailed in the letter dated February 24, 2022, maintain the communication with the Division and follow the required timelines and notice as follows.
 4. **Authorization Duration.** This authorization is valid for 5 years from the date of issuance. Work may be completed during this 5-year period in compliance with the conditions herein. Subject to Division review and approval, the applicant may renew this determination for an additional five (5) year period (10 years total) provided a written request is submitted to the Division prior to the expiration of this determination. Thereafter, the applicant shall re-file under the MESA.
 5. **Notice.** Upon filing for renewal, extension, or amendment of the Orders of Conditions for the project the applicant shall contact the Division and submit appropriate documentation to obtain a written response or determination, as appropriate, regarding impacts to Resource Area habitat of state-listed wildlife.

E. Within thirty (30) days of the completion of the work, the applicant shall file a Request for Certificate of Compliance. A stamped "As-Built" site plan and a letter from a registered professional land surveyor or engineer detailing the changes from the final approved plan shall be provided unless exempted by the Commission. An elevation certificate shall also be submitted if required. Following a review of these items and a site visit by the Conservation Administrator or Agent, the Commission will vote whether to approve or deny the Request for Certificate of Compliance. Upon final approval, the Certificate of Compliance must be recorded with the Plymouth Country Registry of Deeds, and evidence of recording shall be provided to the Conservation Department.

*** Electronic Recording ***

Doc#: 00830305
Bk: 00087 Pg: 151 Cert: 17551
Rec Date: 04/07/2022 01:42 PM
Also Noted On:
ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds



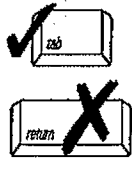
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A. General Information

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: Marshfield
Conservation Commission

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

3. To: Applicant:
a. First Name _____ b. Last Name _____

Town of Marshfield

c. Organization
870 Moraine Street

d. Mailing Address
Marshfield

e. City/Town MA f. State 02050 g. Zip Code

4. Property Owner (if different from applicant):

a. First Name _____ b. Last Name _____

c. Organization _____

d. Mailing Address _____

e. City/Town _____ f. State _____ g. Zip Code _____

5. Project Location:

Rexhame & Bay Avenue coastal beaches and Winslow Aveune Ext coastal dune Marshfield
b. City/Town

Multiple Multiple
c. Assessors Map/Plat Number d. Parcel/Lot Number

Latitude and Longitude, if known: N42d6m23.75s W70d39m19.35s
d. Latitude e. Longitude

Property Owner: Inhabitants of the Town of Marshfield



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A. General Information (cont.)

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

Plymouth	17551
a. County	b. Certificate Number (if registered land)
c. Book	d. Page
- 7. Dates:

01/27/2022	3/01/2022	3/22/2022
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):

Plan of Beach and Dune Nourishment Sites (Sheets 1-6)		
a. Plan Title		
Woods Hole Group, Inc.	Joel Kubick, P.E.	
b. Prepared By	c. Signed and Stamped by	
February 16, 2022	1" = 200'	
d. Final Revision Date	e. Scale	
MassDEP Notification of Wetlands Protection Act File Number Form		2/16/2022
Natural Heritage and Endangered Species Program Comment Letter		2/24/2022

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



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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) 0
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	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	a. square feet	b. square feet	c. square feet	d. square feet
	e. c/y dredged	f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	a. square feet	b. square feet	c. square feet	d. square feet
Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <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



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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 checked="" type="checkbox"/> Land Under the Ocean	<u>14,810 +/-</u> a. square feet	<u>14,810 +/-</u> b. square feet		
	<u> </u> c. c/y dredged	<u> </u> d. c/y dredged		
12. <input checked="" type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input checked="" type="checkbox"/> Coastal Beaches	<u>613,760 +/-</u> a. square feet	<u>613,760 +/-</u> b. square feet	<u>118,847 cu</u> yd	<u>118,847 cu</u> yd
14. <input checked="" type="checkbox"/> Coastal Dunes	<u>128,938 +/-</u> a. square feet	<u>128,938 +/-</u> b. square feet	<u>17,850 cu yd</u> c. nourishment	<u>17,850 cu yd</u> d. 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 checked="" type="checkbox"/> Land Containing Shellfish	<u>406,850 +/-</u> a. square feet	<u>406,850 +/-</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> a. c/y dredged	<u> </u> b. c/y dredged		
21. <input checked="" type="checkbox"/> Land Subject to Coastal Storm Flowage	<u>757,508 +/-</u> a. square feet	<u>757,508 +/-</u> b. square feet		
22. <input type="checkbox"/> Riverfront Area	<u> </u> a. total sq. feet	<u> </u> b. total sq. feet		
Sq ft within 100 ft	<u> </u> c. square feet	<u> </u> d. square feet	<u> </u> e. square feet	<u> </u> f. square feet
Sq ft between 100-200 ft	<u> </u> g. square feet	<u> </u> h. square feet	<u> </u> i. square feet	<u> </u> j. square feet



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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):

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 3/22/2025 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.



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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 SE42-2968 "
- 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.



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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 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(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 Attached

- 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 Marshfield 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.

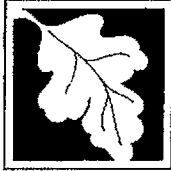
- b. that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

<u>Ch 294 Wetlands Protection & Ch 505 Wetlands Protection Regulations</u>	<u>Ch 204 & 505</u>
1. Municipal Ordinance or Bylaw	2. Citation

- 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 Attached



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
Code of the Town of Marshfield/Chapter 294 Wetlands Protection
& Chapter 505 Wetlands Protection Regulations

Provided by MassDEP:
SE42-2968
MassDEP File #

eDEP Transaction #
Marshfield
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.

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

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

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.

3/22/22

1. Date of Issuance

5

2. Number of Signers

Marshfield Conservation Commission

Signature

Craig Hannafin, Chair

Printed Name

Signature

Bert O'Donnell, Vice Chair

Printed Name

Signature

Arthur Lage

Printed Name

Signature

Joseph Ring

Printed Name

Signature

Rick Carberry

Printed Name

Signature

Susan Caron

Printed Name

Signature

Printed Name

Signature

Printed Name

by hand delivery on

3/22/22

Date

by certified mail, return receipt requested, on

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
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Provided by MassDEP:
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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
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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.

Marshfield

Conservation Commission

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

To:

Marshfield

Conservation Commission

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

Rexhame & Bay Avenue coastal beaches and
Winslow Avenue Ext coastal dune Marshfield, MA
 Project Location

SE42-2968
 MassDEP File Number

Has been recorded at the Registry of Deeds of:

Plymouth

County

Book

Page

for:

Property Owner

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

Book

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
WPA Form 5 –Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
 Code of the Town of Marshfield/Chapter 294 Wetlands Protection &
 505 Wetlands Protection Regulations

Provided by MassDEP:
 SE42-2968
 MassDEP File #

 eDEP Transaction #
 Marshfield
 City/Town

SPECIAL CONDITIONS:

- A.** All work shall be done in accordance with the final approved plans referenced in A. General Information/Item 8. There shall be no deviation from this plan unless written approval from the Commission is obtained prior to implementing desired changes.
- B.** The Conservation Administrator or Agent will be the overseer of all work on this project for the Conservation Commission.
- C.** 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. Follow all pertinent Marshfield Bylaws such as (217/sea walls; 305-13.01/inland wetland district & 305-13.02/coastal wetland district) and any other pertinent Marshfield Bylaws.

D. The following project specific conditions apply:

d(1) Before commencing the proposed work:

- Register both sets of Orders (State and Town) with the Plymouth County Registry of Deeds, and provide evidence to the Conservation Office.
- Post the MassDEP Sign at visible location in the vicinity of each beach or dune nourishment limit of work.
- Obtain all subsequent permits (local, state and federal) such as the Marshfield Building Department, the Marshfield Zoning Board of Appeals, Marshfield Harbor Master’s Office, the Massachusetts Department of Environmental Protection (Mass DEP), the United States Army Corps of Engineers (USACE) and any other pertinent permits.
- Provide access plans for all known beach egress and ingress as well beach nourishment material stockpile locations to the Conservation Administrator, Town Planner, Town Engineer, Town Administrator, Beach Administrator and Harbor Master.
- Applicant shall observe 310 CMR 10.05 requirements that No Work Shall Commence until all applicable administrative appeal periods have elapsed.
- Per 780 CMR, Section 105.8, applicant shall notify the Building Official at least one business day before the start of work to verify all d(1) conditions have been met prior to the commencement of work.
- Coordinate pre-construction site meeting with Conservation Administrator or Agent; two week advance notice to Town Planner & file forms/plans including safety plan.

d(2) During construction of the proposed work:

- Ensure that best management practices are followed especially resource area precautions such as presence of spill containment kits. No refueling, oiling, storing fuel, vehicle repair on the resource areas (make use of the approved access entrances within previously disturbed areas) is permitted. No leaking vehicles are permitted to operate or park on the resource area. Restore the resource area to preconstruction conditions at the end of each work day especially regrade/smooth ruts, depressions or compacted areas to match conditions prior to the work.
- Advise both Conservation Administrator and Town Planner of progress.
- Update the Conservation Administrator, Town Planner, Town Engineer, Town Administrator, Beach Administrator and Harbor Master with all new additions to the access plans beach egress and ingress locations.
- Ensure comments listed below from MassDEP Notification of Wetlands Protection Act File Number dated February 16, 2022 are followed and provide the Conservation Administrator with any permits or revisions resulting from associated adjustments:

When a proposed project involves removal, filling, dredging or altering of a barrier beach, the issuing authority shall presume that the barrier beach, including all of its coastal dunes, is significant to the interests of storm damage prevention, flood control, the protection of marine fisheries and wildlife habitat and, the protection of land containing shellfish. This presumption may be overcome only upon a clear showing that a barrier beach, including all of its coastal dunes, does not play a role in storm damage prevention, flood control, or the protection of marine fisheries, wildlife habitat, or land containing shellfish, and if the issuing authority makes a written determination to such effect. In accordance with 310 CMR 10.29(3), when a Barrier Beach Is Determined to Be Significant to Storm Damage Prevention, Flood Control, Marine Fisheries or Protection of Wildlife Habitat. 310 CMR 10.27(3) through (6) (coastal beaches) and 10.28(3) through (5) (coastal dunes) shall apply to the coastal beaches and to all coastal dunes which make up the barrier beach.



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
Code of the Town of Marshfield/Chapter 294 Wetlands Protection &
505 Wetlands Protection Regulations

Provided by MassDEP:
SE42-2968
MassDEP File #

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Marshfield
City/Town

In accordance with 314 CMR 9.03(2), beach nourishment activities with a Final Order of Conditions issued under M.G.L. c. 131, § 40 do not require an individual 401 Water Quality Certification application. The Final Order of Conditions issued pursuant to 310 CMR 10.00: Wetlands Protection, as applicable, serves as the Water Quality Certification for the project. under M.G.L. c. 131, § 40. This does not apply to material placed below MLW.

ADDITIONAL REQUIREMENTS:

A Chapter 91 license may be required. Application and transmittal forms are available on the MassDEP website <http://www.mass.gov/eea/agencies/massdep/water/approvals/wetlands-and-waterways-forms.html#2>. For additional information, contact MassDEP Waterways Program by email at dep.waterways@mass.gov or visit <https://www.mass.gov/waterways-program-chapter-91>.

- Ensure comments from Mass Division of Marine Fisheries letter dated March 1, 2022 are followed and provide the Conservation Administrator with any revisions associated with the inquiries listed below:
MA DMF offers the following comments for your consideration:
 - Page G1 of the Pre- and Post-Construction Monitoring Plan states that *“The [pre-construction rocky intertidal shore] survey results will be used to evaluate the need to reduce the nourishment footprint to avoid direct impacts to rocky intertidal, and/or to proceed with plans for mitigation as described in Section H.”* If ephemeral rocky intertidal areas are identified in the beach nourishment sites during the pre-construction survey, what thresholds would be used to determine whether the nourishment footprint(s) should be reduced versus proceeding with plans for 1:1 mitigation? The monitoring plan developed through state and federal permitting should clearly define how pre-construction monitoring results inform avoidance vs. mitigation strategies.
 - Page G3 of the Pre- and Post-Construction Monitoring Plan states that *“The [post-construction rocky intertidal shore] survey data will be compiled into a map and compared with pre-construction areas of rocky intertidal shore to evaluate the changes.”* What metrics will be used to determine mitigation success? Will the ratio of vegetated to unvegetated rocky intertidal habitat be evaluated and compared to pre-construction areas?
 - Page H2 of the Avoidance, Minimization and Mitigation Measures states that *“Before any future maintenance activity, the results of the ongoing monitoring and most recent RIS mapping will be reviewed with National Marine Fisheries Service (NMFS), the local Conservation Commission, and other interested agencies as part of an adaptive management approach to this RIS replication effort.”* Please include MA DMF on the list of agencies to receive results of this ongoing monitoring.

- Ensure comments from Mass Natural Heritage and Endangered Species Program (the Division) letter dated February 24, 2022 are followed to avoid adverse effects to the Resource Area Habitats of state-listed species and to avoid a prohibited Take the following conditions must be implemented:



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
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1. **Time of Year Restriction.** Beach nourishment at Rexhame Beach & Gurnet Road Beach and associated activities (e.g., staging, grading and equipment access) shall not occur during the period **April 1 – August 31**, to protect breeding shorebird species.
2. **Beach Nourishment.** All beach nourishment shall be placed in accordance with the Project Narrative and PLANS.
 - a. **Slope:** As proposed, all nourishment shall have a maximum slope of 10H:1V. Any slope less steep, e.g. 15H:1V, is also approved.
 - b. **Sand Fence.** Sand fencing shall not be erected in areas of beach nourishment, unless otherwise approved in writing by the Division.
3. **State-listed Species Protection.** The applicant has the responsibility of protecting breeding Piping Plovers and state-listed species of terns that may be attracted to beach nourishment areas, as well as their eggs and unfledged chicks. The applicant must implement a Division-approved monitoring and protection plan for all beach nourishment sites for a minimum of three consecutive years following any nourishment activity.
 - a. Each year, beginning April 1, a qualified shorebird monitor, approved by the Division, shall determine whether territorial, courting, or nesting Piping Plovers or state-listed species of terns are present at beach nourishment areas and if so, shall erect and maintain warning signs and symbolic fencing to protect nesting habitat, breeding adults, nests, and chicks from disturbance or human-caused mortality. These fenced areas shall be managed in accordance with the Massachusetts Division of Fisheries and Wildlife document of April 1993 titled *Guidelines For Managing Recreational Use Of Beaches To Protect Piping Plovers, Terns, And Their Habitats In Massachusetts*.
 - b. Monitoring shall occur at least 2 times per week until at least July 1. However, if Piping Plovers or terns are found to be using the site, then monitoring frequency shall be increased to at least 3 times per week, and shall continue until all nesting and brood-rearing activity has been completed. A report shall be submitted to the Division each year that summarizes the results of the state-listed species monitoring and site protection activities.
4. **Authorization Duration.** This authorization is valid for 5 years from the date of issuance. Work may be completed during this 5-year period in compliance with the conditions herein. Subject to Division review and approval, the applicant may renew this determination for an additional five (5) year period (10 years total) provided a written request is submitted to the Division prior to the expiration of this determination. Thereafter, the applicant shall re-file under the MESA.
5. **Notice.** Upon filing for renewal, extension, or amendment of the Orders of Conditions for the project the applicant shall contact the Division and submit appropriate documentation to obtain a written response or determination, as appropriate, regarding impacts to Resource Area habitat of state-listed wildlife.



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
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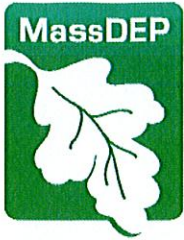
Provided by MassDEP:
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d(3) Post renourishment work/Ongoing Conditions:

- Any damaged or removed native coastal plants shall be replicated at a ratio of 2:1. Submit a planting plan acceptable to the Conservation Administrator. Implement the plantings, monitoring and reporting the first Spring or Fall planting season after discovery of coastal plan impacts as follows:
 - **Fall Planting:** Implement the Mitigation Planting plan referenced in Section A., Item 8 in the Fall 20XX/0 planting season. An Implementation Report shall be prepared by a qualified wetland scientist and submitted to the Conservation Department by December 1, 20XX/0 75% successive growth within two growing seasons is required as per 310 CMR 10.24 and 10.53. Two annual monitoring reports prepared and submitted by a qualified wetland scientist are required. The first monitoring report is due on December 1, 20XX/+1 and the second is due on December 1, 20XX/+2. Failure to submit the monitoring reports by their respective deadlines, or failure to maintain 75% successive growth within two growing seasons shall result in the requirement for a subsequent year of annual monitoring or Enforcement. A Certificate of Compliance shall not be issued until the requirements for successive growth and monitoring reports have been met.
 - **Spring Planting:** Implement the Mitigation Planting plan referenced in Section A., Item 8 in the Spring 20XX/0 planting season. An Implementation Report shall be prepared by a qualified wetland scientist and submitted to the Conservation Department by June 1, 20XX/0. 75% successive growth within two growing seasons is required as per 310 CMR 10.24 and 10.53. Two annual monitoring reports prepared and submitted by a qualified wetland scientist are required. The first monitoring report is due on December 1, 20XX/+1 and the second is due on December 1, 20XX/+2. Failure to submit the monitoring reports by their respective deadlines, or failure to maintain 75% successive growth within two growing seasons shall result in the requirement for a subsequent year of annual monitoring or Enforcement. A Certificate of Compliance shall not be issued until the requirements for successive growth and monitoring reports have been met.
- Submit a Request for Certificate of Compliance along with a final report depicting the results. The Request For Certificate of Compliance/WPA Form 8A shall request On-going Conditions including periodic maintenance as per the final approved plans in A. General Information/Item 8 under these Orders of Conditions or subsequent Amended Order of Conditions or submit Extension Order of Conditions/WPA Form 7 before the expiration date of these Orders of Conditions which is identified on page 5 of these Orders of Conditions and any subsequent extended expiration date. As part of the Natural Heritage and Endangered Species Program (the Division) special conditions detailed in the letter dated February 24, 2022, maintain the communication with the Division and follow the required timelines and notice as follows.
 4. **Authorization Duration.** This authorization is valid for 5 years from the date of issuance. Work may be completed during this 5-year period in compliance with the conditions herein. Subject to Division review and approval, the applicant may renew this determination for an additional five (5) year period (10 years total) provided a written request is submitted to the Division prior to the expiration of this determination. Thereafter, the applicant shall re-file under the MESA.
 5. **Notice.** Upon filing for renewal, extension, or amendment of the Orders of Conditions for the project the applicant shall contact the Division and submit appropriate documentation to obtain a written response or determination, as appropriate, regarding impacts to Resource Area habitat of state-listed wildlife.

E. Within thirty (30) days of the completion of the work, the applicant shall file a Request for Certificate of Compliance. A stamped "As-Built" site plan and a letter from a registered professional land surveyor or engineer detailing the changes from the final approved plan shall be provided unless exempted by the Commission. An elevation certificate shall also be submitted if required. Following a review of these items and a site visit by the Conservation Administrator or Agent, the Commission will vote whether to approve or deny the Request for Certificate of Compliance. Upon final approval, the Certificate of Compliance must be recorded with the Plymouth Country Registry of Deeds, and evidence of recording shall be provided to the Conservation Department.



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca T. Tepper
Secretary

Gary Moran
Acting Commissioner

JAN 25 2023

Town of Marshfield
c/o Woods Hole Group, Inc.
Attn: Leslie Fields
107 Waterhouse Road
Bourne, MA 02532

**RE: ISSUANCE OF CHAPTER 91 WATERWAYS PERMIT
Waterways Application No. 22-WW01-0062, Permit No. WW01-0000117
Town of Marshfield, Atlantic Ocean, Beach/Dune Nourishment Project,
Rexhame Public Beach, Winslow Avenue, and Bay Avenue, Marshfield**

Dear Sir or Madam:

Following an in-depth review of the referenced file, the Department of Environmental Protection has approved the attached permit authorizing you to perform beach/dune nourishment pursuant to M.G.L. Chapter 91 and Regulations 310 CMR 9.00.

This Permit is not final until all administrative appeal periods from this Permit have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed. The appeal period is for twenty-one (21) days. No work shall be undertaken until the Permit has become final.

NOTICE OF APPEAL RIGHTS

Who has the right to appeal?

The following persons shall have the right to an adjudicatory hearing concerning this decision by the Department to grant or deny a license or permit, in accordance with 310 CMR 9.17(1): (a) an applicant who has demonstrated property rights in the lands in question, or which is a public agency; (b) any person aggrieved by the decision of the Department to grant a license or permit who has submitted written comments within the public comment period; (c) ten (10) residents of the Commonwealth who, pursuant to M.G.L. c. 30A, § 10A, have submitted comments within the public comment period with at least 5 of the 10 residents residing in the municipality(s) in which the license or permitted activity is located. The appeal shall clearly and specifically state the facts and grounds for the appeal and the relief sought, and each appealing resident shall file an affidavit stating the intent to be part of the group and to be represented by its authorized representative; (d) the municipal official in the affected municipality who has submitted written comments within the public comment period; and (e) CZM, for any project identified in 310 CMR 9.13(2) (a) for CZM participation or, in an Ocean Sanctuary, if it has filed a notice of participation within the public comment period.

This information is available in alternate format. Contact Melixza Esenyie at 617-626-1282.
TTY# MassRelay Service 1-800-439-2370
MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

**RE: ISSUANCE OF CHAPTER 91 WATERWAYS PERMIT
Waterways Application No. 22-WW01-0062, Permit No. WW01-0000117
Town of Marshfield, Atlantic Ocean, Beach/Dune Nourishment Project,
Rexhame Public Beach, Winslow Ave, Beach Ave. and Bay Ave., Marshfield**

How can I request an adjudicatory hearing?

A person requesting an adjudicatory hearing must submit a "Notice of Claim" to the Department, with a copy of the MassDEP Transmittal Form and including the detail specified below, within twenty-one (21) days of the date of issuance of this decision. The MassDEP Fee Transmittal Form is available at the following website: <https://www.mass.gov/doc/adjudicatory-hearing-fee-transmittal-form/download>. The Notice of Claim must be made in writing and sent by certified mail or hand delivery to:

MassDEP Office of Appeals and Dispute Resolution
Case Administrator
100 Cambridge Street, Suite 900
Boston, MA 02114

A copy of the complete Notice of Claim must be sent at the same time by certified mail or hand delivery to: (1) the applicant, (2) the municipal official of the city or town where the project is located, and (3) the issuing office of the MassDEP, which in this case is located at:

MassDEP Waterways Regulation Program
20 Riverside Drive
Lakeville, MA 02347

The MassDEP Fee Transmittal Form and a valid check payable to the Commonwealth of Massachusetts in the amount of one hundred dollars (\$100) must be mailed to:

Mass. Department of Environmental Protection
Commonwealth Master Lockbox
P.O. Box 4062
Boston, Massachusetts 02211

What information must be included in the hearing request?

Pursuant to 310 CMR 9.17(3), any Notice of Claim requesting an adjudicatory hearing must include the following information:

- (a) the MassDEP Waterways Application File Number;
- (b) the complete name, address, fax number and telephone number of the applicant;
- (c) the address of the project;
- (d) the complete name, address, fax number, and telephone number of the party filing the request and, if represented by counsel, the name, address, fax number, and phone number of the attorney;
- (e) if claiming to be a person aggrieved, the specific facts that demonstrate that the party satisfies the definition of "aggrieved person" found in 310 CMR 9.02;
- (f) a clear statement that a formal adjudicatory hearing is being requested;
- (g) a clear statement of the facts which are the grounds for the proceedings, the specific objections to the MassDEP's written decision, and the relief sought through the adjudicatory hearing, including specifically the changes desired in the final written decision; and
- (h) a statement that a copy of the request has been sent to: the applicant and the municipal official of the city or town where the project is located.

**RE: ISSUANCE OF CHAPTER 91 WATERWAYS PERMIT
Waterways Application No. 22-WW01-0062, Permit No. WW01-0000117
Town of Marshfield, Atlantic Ocean, Beach/Dune Nourishment Project,
Rexhame Public Beach, Winslow Ave, Beach Ave. and Bay Ave., Marshfield**

Page 3

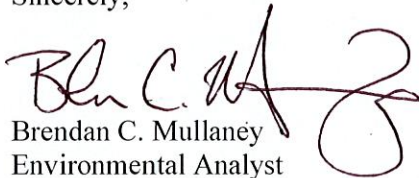
Dismissal of request

The request for appeal will be dismissed if the filing fee is not paid, unless the appellant is exempt or is granted a waiver. The filing fee is not required if the appellant is a city or town (or municipal agency), county, or district of the Commonwealth of Massachusetts, or a municipal housing authority. The Department may waive the adjudicatory hearing filing fee pursuant to 310 CMR 4.06(2) for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file an affidavit setting forth the facts believed to support the claim of undue financial hardship together with the hearing request as provided above.

Please note that the Department may revoke this permit for non-compliance with the terms and conditions set forth. Therefore, it is recommended that you contact the Department prior to performing any alterations or use modifications for review and, if necessary, approval pursuant to M.G.L. Chapter 91.

Please feel free to contact David Hill of the Wetlands and Waterways Program, (508) 946-2730 or david.hill@mass.gov, if you have any questions pertaining to this Waterways Permit.

Sincerely,


Brendan C. Mullaney
Environmental Analyst
Wetlands and Waterways Program

cc: w/enc. Daniel J. Padien, Waterways Program Chief, DEP Boston
Office of Coastal Zone Management
Marshfield Harbormaster
Marshfield Conservation Commission
Town of Marshfield, Attn: Michael Maresco, Town Administrator

Enclosure(s) Waterways Permit No. WW01-0000117



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Gary Moran
Acting Commissioner

PERMIT NO. WW01-0000117

Name and Address of Permittee:

**Town of Marshfield
Attn: Michael Maresco, Town Administrator
870 Moraine Street
Marshfield, MA 02050**

**ISSUED: January 25, 2023
EXPIRES: January 25, 2028**

Permission is hereby given by the Department of Environmental Protection to: place and grade sand for the purpose of beach/dune nourishment at Rexhame Public Beach (22,366 cubic yards below the mean high water (MHW) line), Winslow Avenue Beach (52 cubic yards below MHW) and Bay Avenue Beach (83,214 cubic yards below MHW), in flowed tidelands of the Atlantic Ocean, Marshfield.

All work authorized herein shall be in the location shown and to the dimensions and grades indicated in the permit plan titled: "Beach and Dune Nourishment Sites, Prepared for: Town of Marshfield, MA", Wood Hole Group, dated November 3, 2022, Revised: 11/3/2022 (10 sheets).

STANDARD WATERWAYS PERMIT CONDITIONS

1. Acceptance of this Waterways Permit shall constitute an agreement by the Permittee to conform to all terms and conditions stated herein.
2. This Waterways Permit is issued upon the express condition that any and all other applicable authorizations necessitated due to the provisions hereof shall be secured by the Permittee prior to the commencement of any activity authorized pursuant to this Permit.

This information is available in alternate format. Contact Melixza Esenyie at 617-626-1282.

TTY# MassRelay Service 1-800-439-2370
MassDEP Website: www.mass.gov/dep

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3. This Waterways Permit shall be revocable by the Department for noncompliance with the terms and conditions set forth herein. This Permit may be revoked after the Department has given written notice of the alleged noncompliance to the Permittee, or his/her agent, and those persons who have filed a written request, with the Department, for such notice and has afforded the Permittee a reasonable opportunity to correct said noncompliance. Failure to correct said noncompliance after the issuance of a written notice by the Department shall render this Waterways Permit void.
4. This Waterways Permit is issued subject to all applicable federal, state, county, and municipal laws, ordinances, by-laws, and regulations, including but not limited to, a valid Order of Conditions issued pursuant to the Wetlands Protection Act, M.G.L. Chapter 131, s.40. ~~In particular, this issuance is subject to the provisions of Sections 52 to 56, inclusive of Chapter 91 of the General Law and its Regulations 310 CMR 9.40(5), which provides, in part, that the transportation and dumping of dredge material shall be done under the supervision of the Department, and, when required, the Permittee shall provide at his/her expense a dredge inspector approved by the Department.~~
5. All subsequent beach nourishment activities performed during the term of this Permit, shall conform to all standards and conditions applied to the original beach nourishment operation approved under this Permit.
6. After completion of the work authorized, the Permittee shall furnish to the Department a suitable plan showing the elevations at NGVD datum over the work area. Beach nourishment performed under this Permit shall be conducted so as to cause no unnecessary obstruction of the free passage of vessels, and care shall be taken to cause no shoaling. If, however, any shoaling is caused, the Permittee shall, at his/her expense, remove the shoal areas. The Permittee shall pay all costs of supervision, and if at any time the Department deems necessary a survey or surveys of the area dredged, the Permittee shall pay all costs associated with such work. Nothing in this Permit shall be construed to impair the legal rights of any persons, or to authorize beach nourishment on land not owned by the Permittee without consent of the owner(s) of such property.
7. The Permittee shall assume and pay all claims and demands arising in any manner from the work authorized herein, and shall save harmless and indemnify the Commonwealth of Massachusetts, its officers, employees, and agents from all claims, audits, damages, costs and expenses incurred by reason thereof.
8. The Permittee shall, at least three days prior to the commencement of any beach nourishment activities in tide water, give written notice to the Department of the time, location and amount of the proposed work.
9. Whosoever violates any provisions of this Permit shall be subject to a fine of \$25,000 per day for each day such violation occurs or continues, or by imprisonment for not more than one year, or both such fine and imprisonment; or shall be subject to civil penalty not to exceed \$25,000 per day for each day such violation occurs or continues.

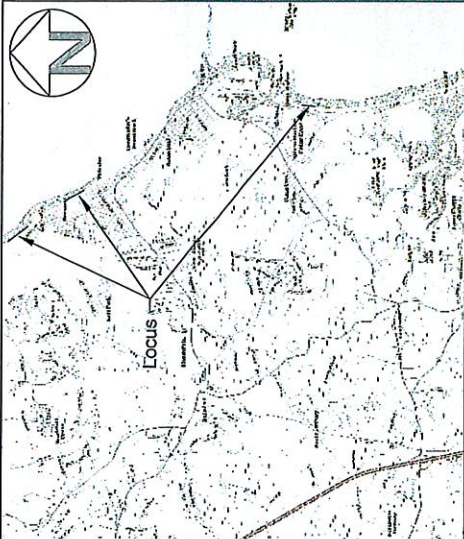
SPECIAL WATERWAYS PERMIT CONDITIONS

1. Up to 105,632 cubic yards of clean, compatible sand may be placed annually for the purpose of beach/dune nourishment below the mean high water line. Sand shall be placed and graded in accordance with the location and elevations shown on Permit Plan No. WW-0000117.
2. This Waterways Permit is issued upon the express condition that the beach nourishment activities shall be performed in strict conformance with the Order of Conditions (SE42-2968), issued on March 22, 2022 by the Marshfield Conservation Commission.
3. In order to protect state-listed species and their habitat, no beach nourishment shall be performed at the Rexhame Public Beach from April 1st to August 31st of any year unless otherwise approved in writing by the MA Division of Fisheries & Wildlife, Natural Heritage and Endangered Species Program and in accordance with the Order of Conditions, SE42-2968.
4. In order to protect sensitive life stages of horseshoe crabs and other marine species, no beach nourishment shall be performed from May 1st to November 1st of any year unless otherwise approved in writing by the MA Division of Marine Fisheries.
5. All subsequent nourishment activities, including transportation and storage of nourishment material during the term of this Permit, shall conform to all standards and conditions applied to the original operations performed under this Permit.
6. Within thirty (30) days following the initial placement and grading of beach sand, the Permittee shall furnish to the Department a suitable plan showing a pre and post beach profile over the work areas.
7. This Permit shall be valid for period of five (5) years subsequent to the date of issuance. Future beach nourishment activities shall require a new permit in accordance with 310 CMR 9.05:(2).

DEPARTMENT OF ENVIRONMENTAL PROTECTION



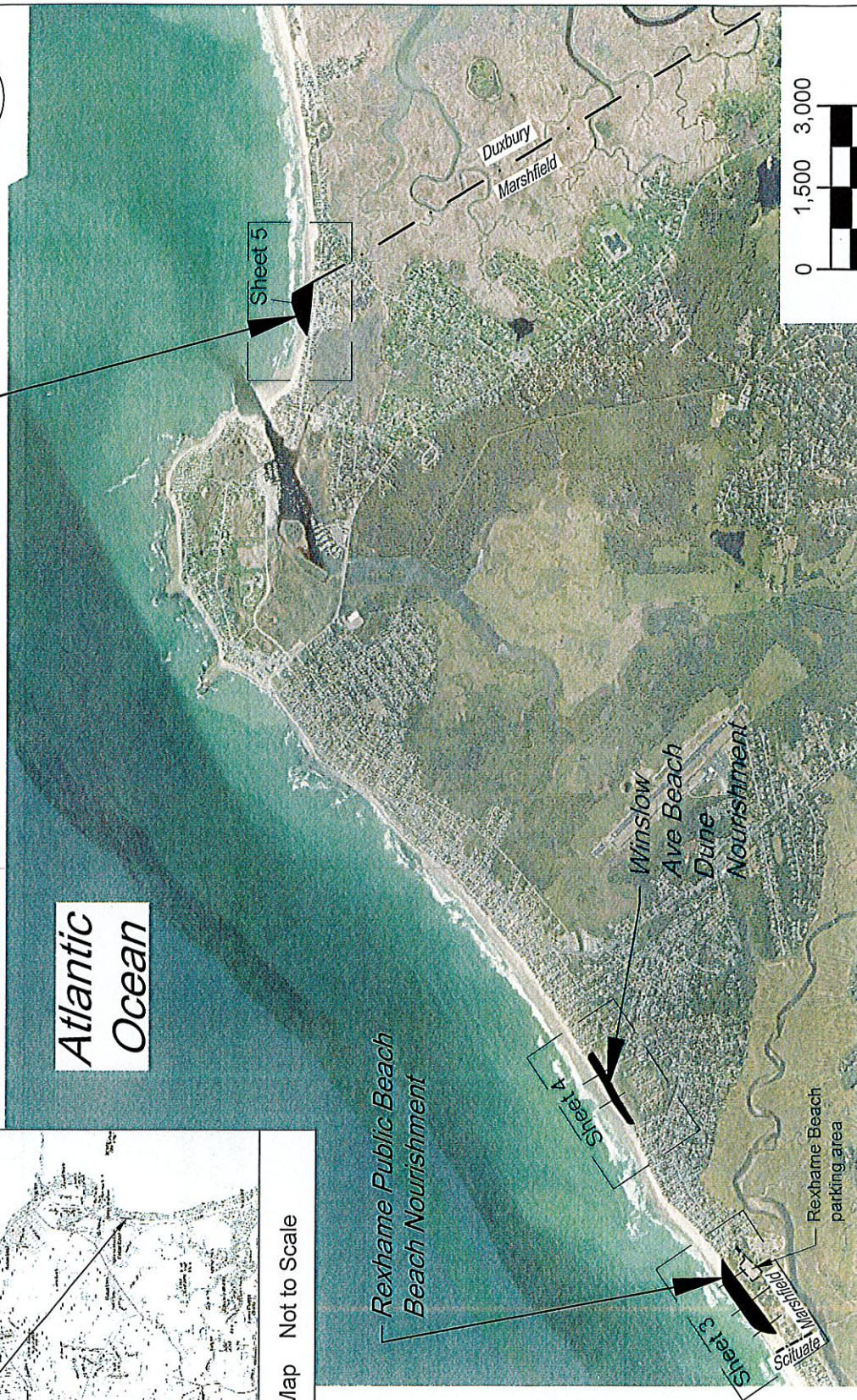
for Program Chief, Wetlands and Waterways



Location Map Not to Scale

PERMIT NO. WW01-0000117
 Approved by: Department of Environmental Protection
 Date: JAN 25 2023

*Bay Ave Beach
 Beach Nourishment*



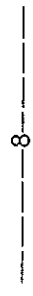

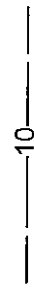
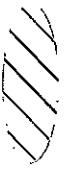
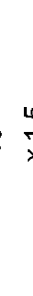
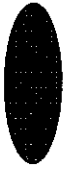

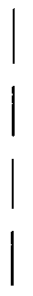





TITLE:
 Overall Plan
 of Beach and Dune Nourishment Sites
 Prepared for: Town of Marshfield, MA

APPLICATION BY:
 TOWN OF MARSHFIELD, MA
 TOWN: MARSHFIELD
 COUNTY: PLYMOUTH
 STATE: MA

SHEET: 1 OF 10
 DATE: 4/27/2022
 REVISED: 11/3/2022

WOODS HOLE GROUP
 A CLS COMPANY
 107 WATERHOUSE ROAD, BOURNE, MA 02532
 TELEPHONE: (508) 540-8080 FAX: (508) 540-1001

LEGEND

8	Existing Topobathymetric Contours			Existing Rocky Intertidal Shore
10	Existing Survey Spot Elevation			Existing Coastal Dune (Per MassGIS DEP wetland layer)
x 1.5	FEMA FIRM Boundary Line			Proposed Nourishment
	NHESP Habitat Boundary Line			
	Public Shoreline Structure (MORIS)			
	Private Shoreline Bulkhead Structure (MORIS)			
	Private Shoreline Revetment Structure (MORIS)			
	High Tide Line (HTL)			
	Mean High Water (MHW)			
	Mean Low Water (MLW)			

NOTES:

Survey Notes:

- Topographic information along Transects 1 thru 3 and 19 compiled from an on-the-ground survey conducted by Woods Hole Group on November 4, 2019 and a bathymetric survey conducted by Woods Hole Group on December 17, 2019.
- Topographic information along Transects 8 thru 9 and 14 thru 17 compiled from an on-the-ground survey conducted by the Town of Marshfield on October 7 and 22, 2019.
- Property boundaries shown hereon were obtained from a combination of MassGIS parcel line database information. Such property lines are approximate only, are not to be construed as property lines obtained from an accurate boundary survey, and are subject to such changes as an accurate boundary survey may disclose.
- Vertical datum: North American Vertical Datum of 1988 (NAVD88).
MLW = -5.00
MHW = 4.08
HTL = 6.5

References:

See Sheets 3, 4, 5, and 6 for parcel references.

Flood Notes:

Flood Zone VE, Elevations 25, 19, 17, 16, 14, and 13 from FEMA FIRM Panels 25023C0143K, 25023C0231K, 25023C0232K, 25023C0234K, 25023C0242K dated 11/4/2016, LOMR 19-01-0097P eff. 1/10/2020, LOMR 20-01-0284P eff. 7/6/2020, and LOMR 20-01-0912P eff. 7/9/2021.

Permit Plan:

This set of plans is for permitting purposes only. These plans describes the full scope of the project; however, the Contractor shall coordinate with the Engineer for detailing prior to providing a bid on this project.

PERMIT NO. WW01-0000117

Approved by: Department of Environmental Protection

Date: **JAN 25 2023**

WOODS HOLE GROUP
A C L S COMPANY
107 WATERHOUSE ROAD, BOURNE, MA 02532
TELEPHONE: (508) 540-8080 FAX: (508) 540-1001

TITLE:
Legend and Notes
for Beach and Dune Nourishment Sites
Prepared for: Town of Marshfield, MA

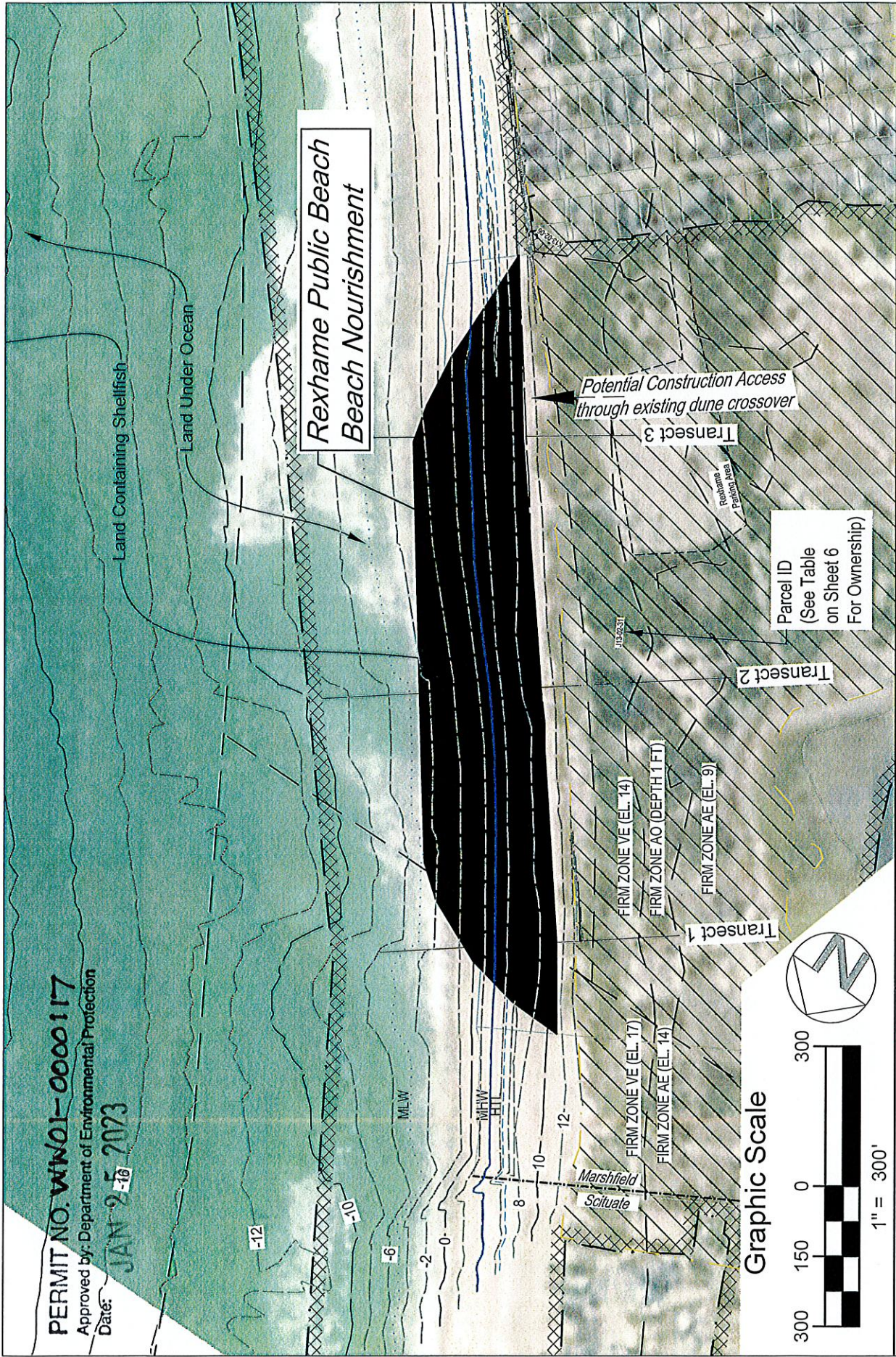
APPLICATION BY:
TOWN OF MARSHFIELD, MA
TOWN: MARSHFIELD
COUNTY: PLYMOUTH
STATE: MA

SHEET: 2 OF 10
DATE: 4/27/2022
REVISED: 11/3/2022

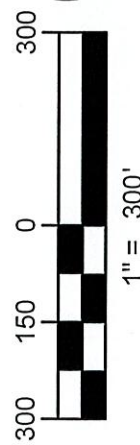
PERMIT NO. **WV01-0000117**

Approved by: Department of Environmental Protection

Date: **JAN 25 2023**



Graphic Scale



TITLE:
Plan
of Beach and Dune Nourishment Sites
Prepared for: Town of Marshfield, MA

APPLICATION BY:
TOWN OF MARSHFIELD, MA
TOWN: MARSHFIELD
COUNTY: PLYMOUTH
STATE: MA

SHEET: 3 OF 10
DATE: 4/27/2022
REVISED: 11/3/2022

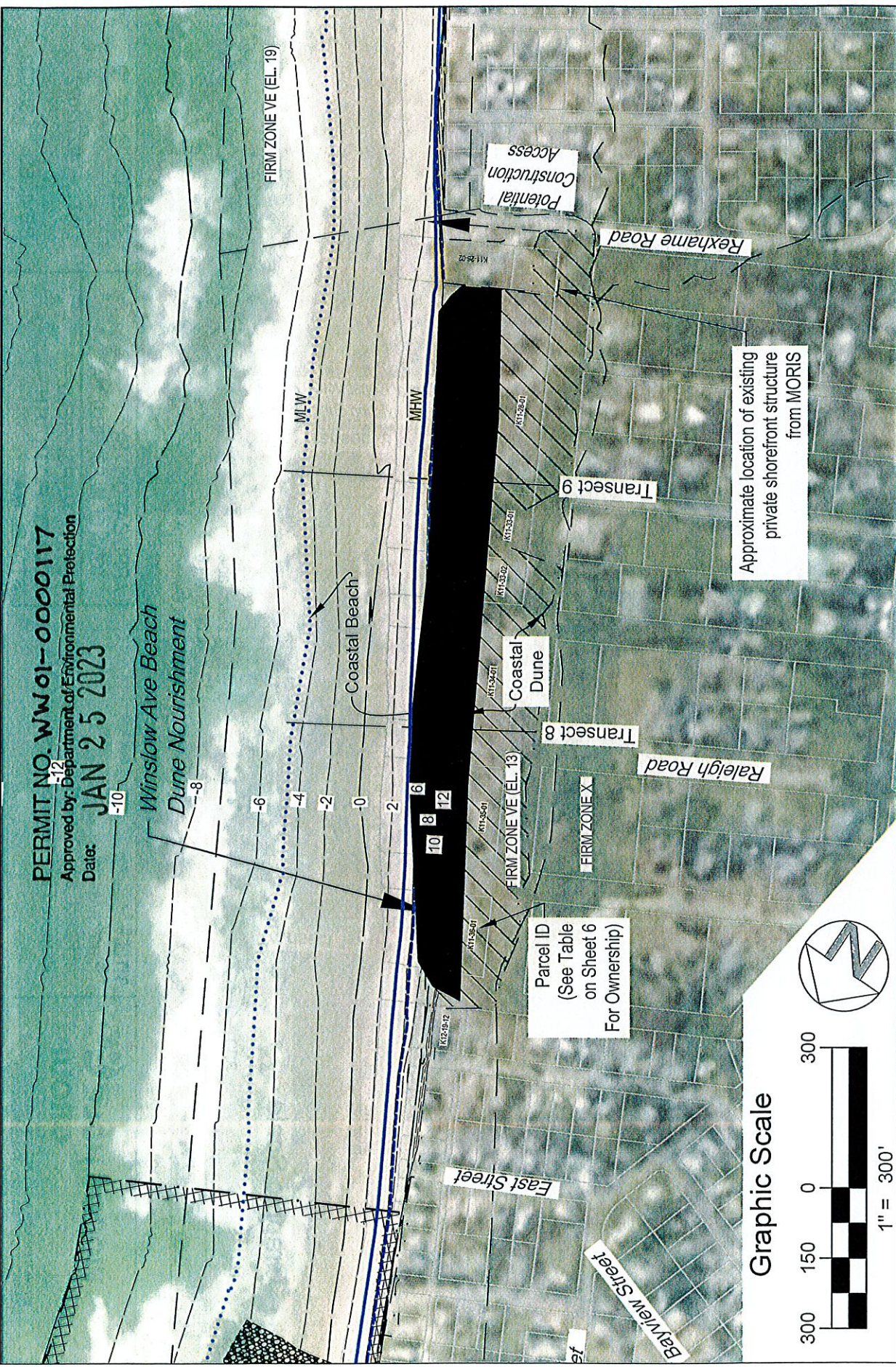
WOODS HOLE GROUP
A CLS COMPANY
107 WATERHOUSE ROAD, BOURNE, MA 02532
TELEPHONE: (508) 540-8080 FAX: (508) 540-1001

PERMIT NO. **WW01-0000117**

Approved by: Department of Environmental Protection

Date: **JAN 25 2023**

Winslow Ave Beach Dune Nourishment



Potential
Construction
Access

Rexhame Road

Approximate location of existing
private shorefront structure
from MORIS

Transect 9

Coastal
Dune

Transect 8

Raleigh Road

Parcel ID
(See Table
on Sheet 6
For Ownership)

East Street

Bayview Street

Graphic Scale



SHEET: 4 OF 10

DATE: 4/27/2022

REVISED: 11/3/2022

APPLICATION BY:

TOWN OF MARSHFIELD, MA

TOWN: MARSHFIELD

COUNTY: PLYMOUTH

STATE: MA

TITLE:

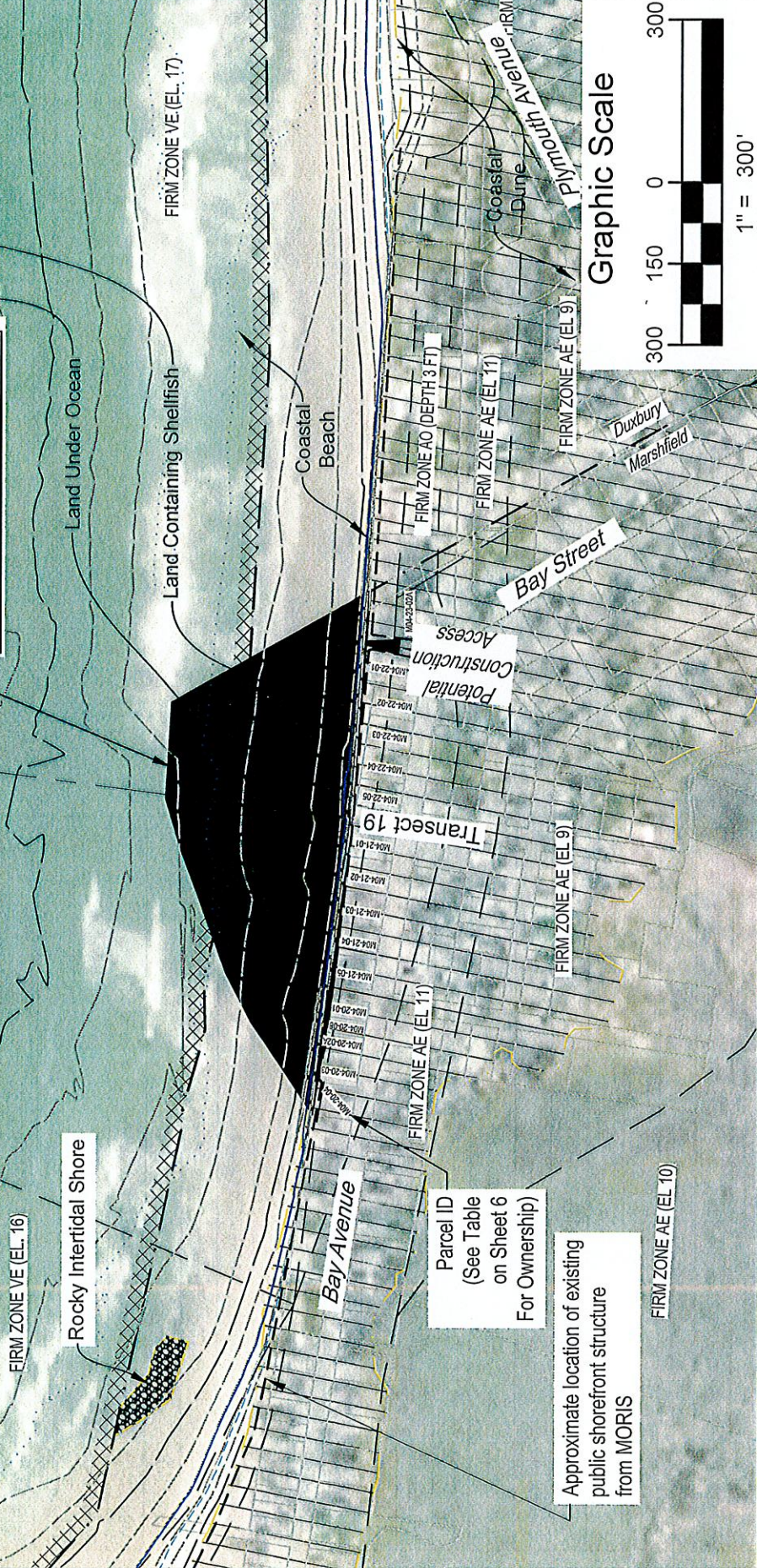
Plan
of Beach and Dune Nourishment Sites
Prepared for: Town of Marshfield, MA

WOODS HOLE GROUP
A CLS COMPANY
107 WATERHOUSE ROAD, BOURNE, MA 02532
TELEPHONE: (508) 540-8080 FAX: (508) 540-1001



PERMIT NO. WW01-0000117
 Approved by: Department of Environmental Protection
 Date: **JAN 25 2023**

**Bay Ave Beach
 Beach Nourishment**



Parcel ID
 (See Table
 on Sheet 6
 For Ownership)

Approximate location of existing
 public shorefront structure
 from MORIS

WOODS HOLE GROUP
 A CILS COMPANY
 107 WATERHOUSE ROAD, BOURNE, MA 02532
 TELEPHONE: (508) 540-8080 FAX: (508) 540-1001

TITLE:
 Plan
 of Beach and Dune Nourishment Sites
 Prepared for: Town of Marshfield, MA

APPLICATION BY:
 TOWN OF MARSHFIELD, MA
TOWN: MARSHFIELD
COUNTY: PLYMOUTH
STATE: MA

SHEET: 5 OF 10
DATE: 4/27/2022
REVISED: 11/3/2022

Parcel ID	N/F Owner
Rexhame Public Beach Parcels	
J13-02-31	Town of Marshfield
Winslow Ave. Beach Parcels	
K11-36-01	Town of Marshfield
K11-35-01	Town of Marshfield
K11-34-01	Town of Marshfield
K11-33-02	Town of Marshfield
K11-33-01	Town of Marshfield
K11-28-01	Town of Marshfield
Bay Ave Beach - Marshfield	
M04-20-04	ST OURS FREDERICK H & SINATRA MARY ELLEN TRS
M04-20-03	MCCORMACK MARTIN
M04-20-02A	MAURO JAMES & DANA
M04-20-08	HANLAN DEBORAH P
M04-20-01	FLAVIN JANE E
M04-21-05	GUERIN JAMES
M04-21-04	DONNELLY JAMES C & MARY C
M04-21-03	OCONNOR FRANK C III & CAROL A
M04-21-02	RICE DEREK
M04-21-01	MCCARTHY RONALD C & SUSAN P TR
M04-22-05	EDER KONRAD
M04-22-04	PACKER DAMIAN T &
M04-22-03	KEFAUVER DAVID & JOANNE
M04-22-02	HACKETT JOSEPH P & ELLIE
M04-22-01	DEININGER ROBERT J & ELINOR C TRUST
M04-23-02A	LALLY GREGORY ADAM & KATHRYN E

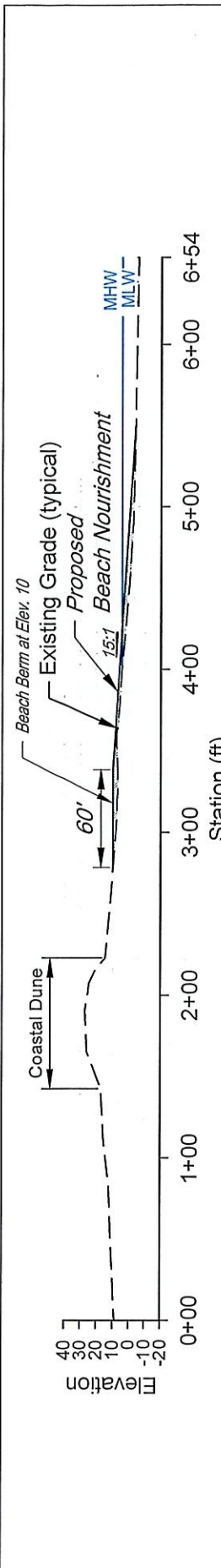
PERMIT NO. Ww01-0000117
 Approved by: Department of Environmental Protection
 Date: **JAN 25 2023**

TITLE:
 Table of Parcel Owners
 at Beach and Dune Nourishment Sites
 Prepared for: Town of Marshfield, MA

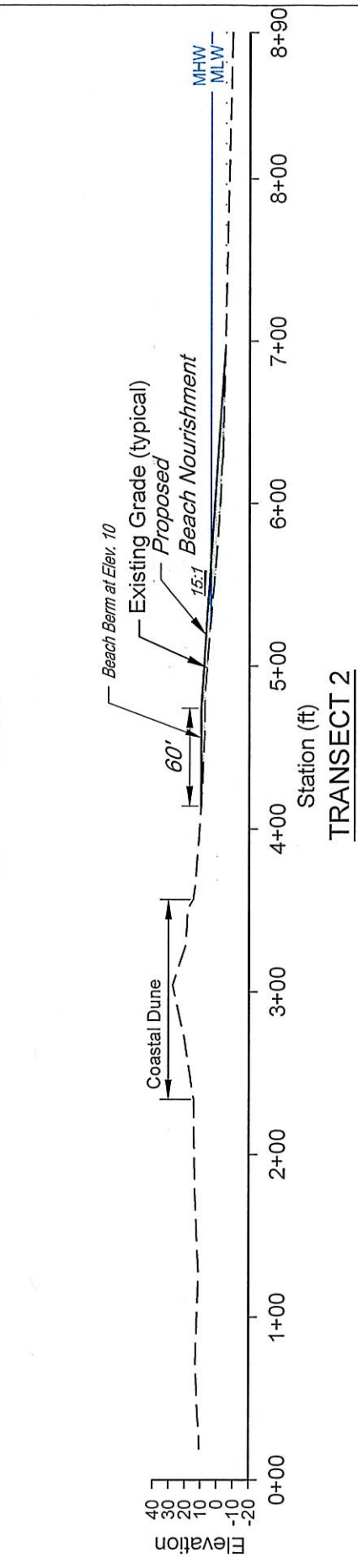

WOODS HOLE GROUP
 A CLS COMPANY
 107 WATERHOUSE ROAD, BOURNE, MA 02532
 TELEPHONE: (508) 540-8080 FAX: (508) 540-1001

APPLICATION BY:
 TOWN OF MARSHFIELD, MA
TOWN: MARSHFIELD
COUNTY: PLYMOUTH
STATE: MA

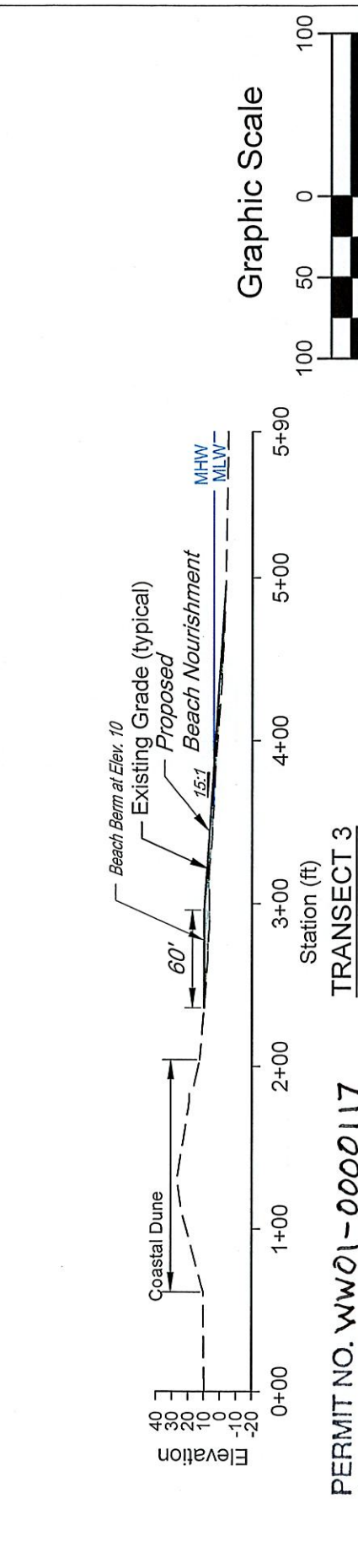
SHEET: 6 OF 10
DATE: 4/27/2022
REVISED: 11/3/2022



TRANSECT 1

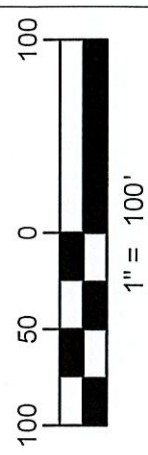


TRANSECT 2



TRANSECT 3

Graphic Scale



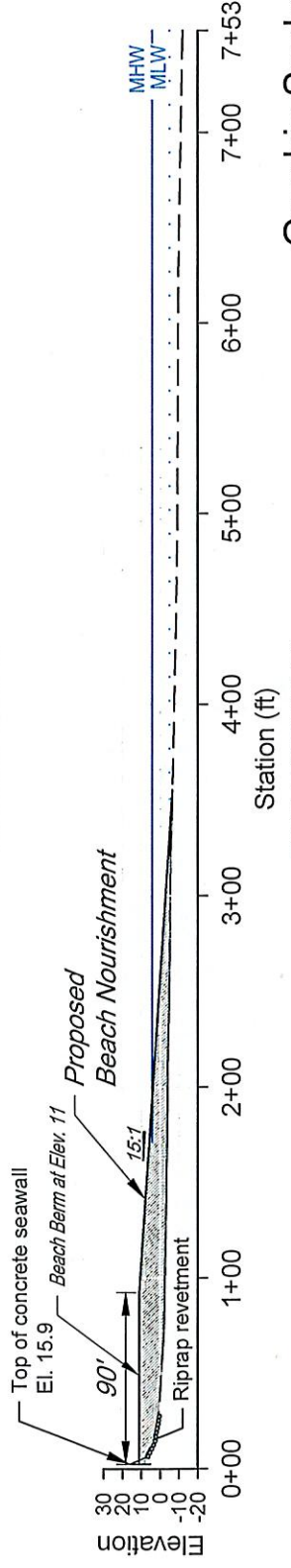
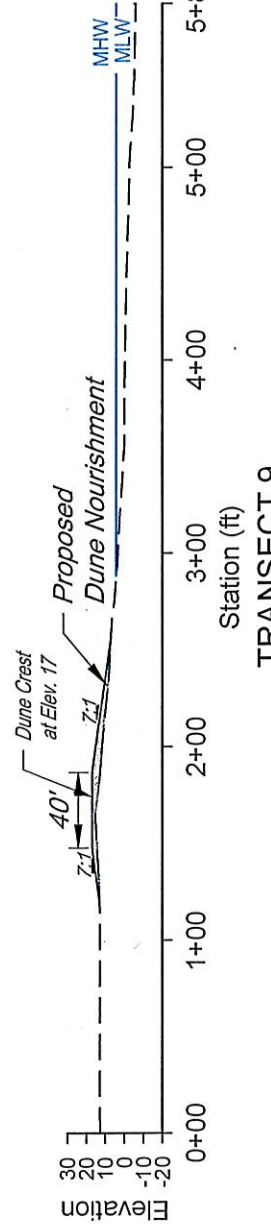
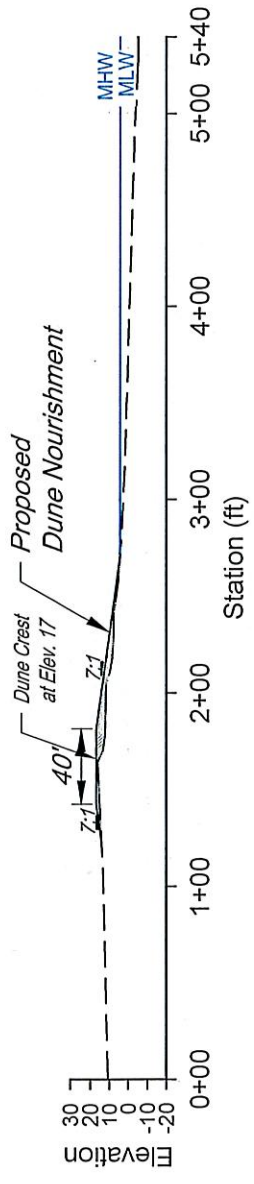
PERMIT NO. WW01-0000117
 Approved by: Department of Environmental Protection
 Date: **JAN 25 2023**

WOODS HOLE GROUP
 A CLS COMPANY
 107 WATERHOUSE ROAD, BOURNE, MA 02532
 TELEPHONE: (508) 540-8080 FAX: (508) 540-1001

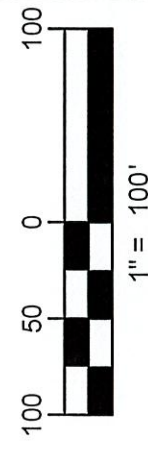
TITLE:
 Transect Profiles
 at Beach and Dune Nourishment Sites
 Prepared for: Town of Marshfield, MA

APPLICATION BY:
 TOWN OF MARSHFIELD, MA
TOWN: MARSHFIELD
COUNTY: PLYMOUTH
STATE: MA

SHEET: 7 OF 10
DATE: 4/27/2022
REVISED: 11/3/2022



Graphic Scale



PERMIT NO. WW01-0000117
 Approved by: Department of Environmental Protection
 Date: JAN 25 2023

WOODS HOLE GROUP
 A CLS COMPANY
 107 WATERHOUSE ROAD, BOURNE, MA 02532
 TELEPHONE: (508) 540-9080 FAX: (508) 540-1001

TITLE:
 Transect Profiles
 of Beach and Dune Nourishment Sites
 Prepared for: Town of Marshfield, MA

APPLICATION BY:
 TOWN OF MARSHFIELD, MA
TOWN: MARSHFIELD
COUNTY: PLYMOUTH
STATE: MA

SHEET: 8 OF 10
DATE: 4/27/2022
REVISED: 11/3/2022

General Notes:

1. Performance of the work shall be in compliance with the plans and details, and any permit requirements issued by the Town of Marshfield, State of Massachusetts, USACE, or other regulatory agencies for the referenced project and described herein.
2. The purpose of this project is to increase coastal resilience using nature-based solutions on Rexhame Public Beach, Winslow Ave. Beach and Bay Ave Beaches in Marshfield, MA, as shown on the plan and details. The proposed work includes dune and beach nourishment.
3. Prior to work on any beach the Contractor shall attend a pre-construction on-site meeting, which shall be attended by the Engineer and representatives from the Marshfield Conservation Commission. The Contractor shall present to the Engineer and the Conservation Commission representatives the proposed methods and means to construct the proposed project.
4. No construction vehicles shall be stored on the coastal beach or the vegetated coastal dunes overnight.
5. During periods of high-water levels, all equipment shall be moved to the construction access areas.
6. No excessive idling of construction vehicles shall occur.
7. Refueling shall occur only on hardscaped areas.
8. The Contractor shall not vary from the plans, specifications, Orders of Conditions, or instructions provided at the pre-construction meeting, without first obtaining approval of the Conservation Commission representatives and the Engineer.
9. The work at Rexhame Public Beach and Bay Ave/Gurnet Rd Beaches is located within the Priority Habitats of Rare Species and Estimated Habitats of Rare Wildlife in accordance with the Massachusetts Natural Heritage Atlas, 14th Edition.
10. All fill material required shall be compatible to the existing location receiving it.
11. Once completed, components of the project should be inspected on a regular basis.
12. Woods Hole Group cannot make warranties and encourages diligent inspection and potential maintenance of all project components.
13. The proposed designs are not expected to be a long-term solution and are susceptible to damage during coastal storms and potentially significant damage during coastal storm events.

Rexhame Public Beach - Beach Nourishment Notes:

1. The beach nourishment project presented herein is intended to provide enhanced storm damage protection and improve wildlife habitat and recreation areas.
2. The length of the Rexhame Public Beach dune nourishment is approximately 1,650 ft. and the proposed footprint is approximately 8.15 acres, 3.88 acres of which will be below MHW.
3. 33,870 cubic yards of dune compatible sand shall be placed in the nourishment footprint, of which 22,366 cubic yards will be below MHW.
4. A limit of project activity shall be established and shall be maintained throughout until project completion. The limit of work shall serve as a visual and physical marker for construction activities.
5. It is anticipated that the source for the beach nourishment shall come from either material trucked in from upland sources or hydraulically dredged and pumped to the site.
6. If upland sources are used, the nourishment material should be clean, beach compatible sediment brought to the site by the Contractor. It is required that the Contractor have the sediment source tested by a qualified laboratory to ensure adequate beach compatibility prior to any placement of the nourishment material.
7. Construction access and staging shall be from Parker St or the Rexhame Public Beach parking lot in Marshfield. Upon completion of the project, all disturbed areas shall be re-graded and re-vegetated to match pre-construction conditions.
8. After placement, the beach nourishment material shall be graded to the proposed dune width, slope and elevation indicated on the plans.
9. The beach nourishment project specifies a berm elevation of 10 feet NAVD88 and a berm width of 60 ft.
10. The beach slopes shall be constructed to 15H:1V, as indicated on the plan.
11. Areas between the provided cross-sections should be tapered as shown in the plan view. All beach elevations, slopes, heights, etc. shall be smoothly tapered between the various cross sections.
12. The beach system shall be inspected by the Engineer following the completion of the work.

PERMIT NO. W01-000117
Approved by: Department of Environmental Protection
Date: JAN 25 2023



WOODS HOLE GROUP
A C.L.S. COMPANY
107 WATERHOUSE ROAD, BOURNE, MA 02532
TELEPHONE: (508) 540-6080 FAX: (508) 540-1001

TITLE:
Plan Notes
for Beach and Dune Nourishment Sites
Prepared for: Town of Marshfield, MA

APPLICATION BY:
TOWN OF MARSHFIELD, MA
TOWN: MARSHFIELD
COUNTY: PLYMOUTH
STATE: MA

SHEET: 9 OF 10
DATE: 4/27/2022
REVISED: 11/3/2022

Winslow Ave. Beach - Dune Nourishment Notes:

1. The dune nourishment project presented herein is intended to provide enhanced storm damage protection.
2. The length of the Winslow Ave. Beach dune nourishment is approximately 1,500 ft. and the proposed footprint is approximately 4.24 acres, of which 0.02 acres will be below MHW.
3. 17,850 cubic yards of dune compatible sand shall be placed, of which 52 cubic yards will be below MHW.
4. A limit of project activity shall be established and shall be maintained throughout until project completion. The limit of work shall serve as a visual and physical marker for construction activities.
5. It is anticipated that the source for the dune nourishment shall come from material trucked in from upland sources.
6. The nourishment material should be clean, dune compatible sediment brought to the site by the Contractor. It is required that the Contractor have the sediment source tested by a qualified laboratory to ensure adequate dune compatibility prior to any placement of the nourishment material.
7. Construction access and staging shall be from Rexhame Rd or Waterman Ave. Upon completion of the project, all disturbed areas shall be re-graded and re-vegetated to match pre-construction conditions.
8. After placement, the dune nourishment material shall be graded to the proposed dune width, slope and elevation indicated on the plans.
9. The dune nourishment project specifies a dune crest elevation of 17 feet NAVD88 and a dune width of 40 feet.
10. All dune slopes shall be constructed to 7H:1V, as indicated on the plan.
11. Areas between the provided cross-sections should be tapered as shown in the plan view. All dune elevations, slopes, heights, etc. shall be smoothly tapered between the various cross sections.
12. The dune system shall be inspected by the Engineer following the completion of the work.

Bay Ave. Beach - Beach Nourishment Notes:

1. The beach nourishment project presented herein is intended to increase overall beach width, improve habitat areas, and provide enhancements for storm damage protection.
2. The length of the Bay Ave Beach beach nourishment component is approximately 960 ft. and the proposed footprint is approximately 5.0 acres, 3.97 acres of which will be below MHW.
3. 84,977 cubic yards of beach compatible sand shall be placed, of which 83,214 cubic yard will be below MHW.
4. A limit of project activity shall be established and shall be maintained throughout until project completion. The limit of work shall serve as a visual and physical marker for construction activities.
5. It is anticipated that the source for the beach nourishment shall come from either material trucked in from upland sources or hydraulically dredged and pumped to the site.
6. If upland sources are used, the nourishment material should be clean, beach compatible sediment brought to the site by the Contractor. It is required that the Contractor have the sediment source tested by a qualified laboratory to ensure adequate beach compatibility prior to any placement of the nourishment material.
7. Construction access and staging shall be from the Bay Ave ramp in Marshfield or the south end of Ocean Rd South in Duxbury. Upon completion of the project, all disturbed areas shall be re-graded and re-vegetated to match pre-construction conditions.
8. After placement, the beach nourishment material shall be graded to the proposed berm widths, slopes and elevations indicated on the plans.
9. The beach nourishment project specifies a berm elevation of 11 feet NAVD88, a berm width of 90 feet.
10. The beach slopes shall be constructed to 15H:1V, as indicated on the plan.
11. Both the northern and southern ends of the coastal beach shall taper into the existing beach on a 10H:1V slope.
12. Areas between the provided cross-sections should be tapered as shown in the plan view. All beach elevations, slopes, heights, etc. shall be smoothly tapered between the various cross sections.
13. The beach systems shall be inspected by the Engineer following the completion of the work.

Qualifier Note:

The proposed beach and dune nourishment presented herein follows stable slopes for unconsolidated sediment and maximizes the volume of sediment within the nourishment footprint. The owners understand the proposed designs are not expected to be a long-term solution and are susceptible to damage and loss during coastal storms.



WOODS HOLE GROUP
A CLS COMPANY
107 WATERHOUSE ROAD, BOURNE, MA 02532
TELEPHONE: (508) 540-8080 FAX: (508) 540-1001

TITLE:
Plan Notes
for Beach and Dune Nourishment Sites
Prepared for: Town of Marshfield, MA

APPLICATION BY:
TOWN OF MARSHFIELD, MA
TOWN: MARSHFIELD
COUNTY: PLYMOUTH
STATE: MA

SHEET: 10 OF 10
DATE: 4/27/2022
REVISED: 11/3/2022

PERMIT NO. W01-000117
Approved by: Department of Environmental Protection
Date: JAN 25 2023



January 25, 2023

Town of Marshfield
c/o Leslie Fields
Woods Hole Group
107 Waterhouse Road
Bourne, MA 02532

Re: CZM Federal Consistency Review of Proposed Beach and Dune Nourishment (Rexhame Public Beach, Winslow Ave. Beach, and Bay Ave. Beach); Marshfield.

Dear Ms. Fields:

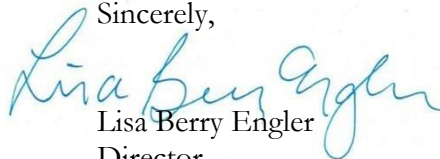
The Massachusetts Office of Coastal Zone Management (CZM) has completed its review of the proposed project to enhance the resiliency of Rexhame Public Beach, Winslow Ave. Beach, and Bay Ave. Beach to ensure consistency with CZM's enforceable program policies.

Based upon our review of applicable information, we concur with your certification and find that the activity as proposed is consistent with CZM's enforceable program policies.

If the above-referenced project is modified in any manner, including any changes resulting from permit, license, or certification revisions, including those ensuing from an appeal, or the project is noted to be having effects on coastal resources or uses that are different than originally proposed, it is incumbent upon the proponent to notify CZM, submit an explanation of the nature of the change according to 15 CFR 930, and submit any modified state permits, licenses, or certifications. CZM will use this information to determine if further federal consistency review is required.

Thank you for your cooperation with CZM.

Sincerely,


Lisa Berry Engler
Director

RLB/pb
CZM#4020

cc: Christine Jacek, USACE
Daniel Padien, MassDEP
Christine Hopps, MassDEP
Greg DeCesare, MassDEP
David Wong, MassDEP
Katelyn Frew, MassDMF
Amy Hoenig, NHESP
Katelyn Shaw, NMFS
Jason Burtner, CZM
Rebecca Haney, CZM
Greg Guimond, Marshfield Town Planner
Rod Procaccino, Marshfield Town Engineer
Joe Grady, Duxbury Conservation Administrator
Valerie Massard, Duxbury Town Planner





DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
696 VIRGINIA ROAD
CONCORD MA 01742-2751

October 12, 2023

Regulatory Division
File Number: NAE-2022-01534

Michael Maresco
Town of Marshfield
870 Moraine Street
Marshfield, Massachusetts 02050
Sent by email: mmaresco@townofmarshfield.org

Dear Mr. Maresco:

The U.S. Army Corps of Engineers (USACE) has reviewed your application to place fill below the high tide line (HTL) of waters of the United States in order to perform nourishment over 5 acres of coastal beach and dune in the Town of Marshfield using 84,977 cubic yards of sediment over 960 linear feet. Below HTL, the Town proposes to nourish a 4.08 acre footprint with 83,254 cubic yards of beach compatible material. Lifetime analysis calculations show that re-nourishment will be required every 2.5 years when 80% of the material has moved outside the original nourishment footprint. To maintain the proposed beach dimensions, re-nourishment within the permitted footprint using 80% of the initial volume every 2.5 years for the duration of the 5-yr permit is indicated (three nourishment events, two at 80% of the initial volume). This project is located in the Atlantic Ocean along Bay Avenue, Marshfield, Massachusetts. The work is shown on the enclosed plans titled "Plan of Beach Nourishment at Bay Ave. Beach Prepared for: Town of Marshfield, MA," on six sheets, and dated "4/21/2023."

Based on the information that you have provided, we verify that the activity is authorized under General Permit # 7 of the June 2, 2023, federal permit known as the Massachusetts General Permits (GPs). The GPs are available at <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit>.

Please review the GPs carefully, in particular the general conditions beginning on page 35, and ensure that you and all personnel performing work authorized by the GPs are fully aware of and comply with its terms and conditions. A copy of the GPs and this verification letter shall be available at the work site as required by General Condition 17. You must perform this work in compliance with the following special conditions:

1. All beach nourishment and related construction activities are prohibited from April 1st to October 31st of any year. This is to protect the endangered Piping plover during the breeding season pursuant to Section 7 of the Endangered Species Act

and minimize adverse effects shellfish and shore-zone finfish pursuant to the Magnuson–Stevens Fishery Conservation and Management Act.

2. The beach nourishment activity authorized herein, unless otherwise directed by the Corps of Engineers, shall be placed at no steeper of a slope than 15:1 (15 horizontal to 1 vertical) as shown on the enclosed plans. This is required to maintain existing piping plover habitat, pursuant to Section 7 of the Endangered Species Act.
3. All material placed for beach nourishment shall be clean and of a compatible grain type and size as the material at the nourishment site. This is required to maintain existing piping plover habitat pursuant to Section 7 of the Endangered Species Act, minimize effects to Essential Fish Habitat pursuant to the Magnuson–Stevens Fishery Conservation and Management Act, and to comply with Massachusetts Coastal Zone enforceable policies.
4. The selected nourishment material may be sourced from an upland location or dredging project. If sourced from a dredging project, the dredging authorization shall test the dredged material as necessary and must approve its placement into this nourishment footprint. This authorization does not allow sourcing of nourishment material from new dredging where the primary purpose is sand mining for beach nourishment. Material sourced from new dredging is allowed when that dredging serves a purpose other than beach nourishment, such as navigation. Any material sourced from dredging must obtain all required permitting and sediment testing results prior to its transportation and placement in the nourishment footprint.
5. Prior to each nourishment event and within 30 days after the completion of each nourishment event, the permittee shall delineate the presence of natural rocky habitat (NRH), document sediment grain size within the nourishment footprint, and measure the beach profile. The delineation of NRH shall be completed in accordance with the National Marine Fisheries Service (NMFS) definition of NRH, which includes 10% or more cobble/gravel in the top 10-12 inches. The delineation of NRH shall differentiate between bare NRH and complex NRH (with attached macroalgae and epifauna). For the sediment grain size analysis, the frequency and locations of sediment sampling shall be sufficient to identify the sediment composition of the beach profile. This data shall be consolidated to generate a grain size distribution curve for each sampled transect. Methodologies used to capture this information may also include surface grabs, large volume sampling, and photographic evidence of complex natural rocky habitat. The beach profile This is required to minimize impacts to Essential Fish Habitat pursuant to the Magnuson-Stevens Fishery Conservation and

Management Act and to comply with Massachusetts Coastal Zone enforceable policies.

6. The permittee shall submit a report to USACE (cenae-r-ma@usace.army.mil), NMFS (kaitlyn.shaw@noaa.gov), and MA CZM (sean.duffey@mass.gov) within 90 days of completing each nourishment event. This report shall include the following components: 1) nourishment event start/end dates, 2) nourishment event footprint, 3) selected nourishment source(s), 4) USACE dredge authorization that approves placement of dredged material in the nourishment footprint, 5) NRH delineation pre-nourishment including photographs, 6) sediment grain size survey pre-nourishment including photographs, 7) documentation for how nourishment activities avoid direct and indirect impacts to complex NRH, 8) NRH delineation post-nourishment including photographs, 9) sediment grain size survey post-nourishment including photographs, 10) results of the beach profile survey taken post-nourishment as described in the Pre- and Post-Construction Monitoring Plan enclosed, 11) conclusions regarding how nourishment was completed in accordance with the authorization, 12) any corrective measures or recommendations and reasons why, as applicable. This is required to minimize impacts to Essential Fish Habitat pursuant to the Magnuson-Stevens Fishery Conservation and Management Act and to comply with Massachusetts Coastal Zone enforceable policies.
7. You must complete and return the enclosed Certificate of Compliance within one month following completion of the authorized work.

This authorization expires on June 1, 2028. You must commence or have under contract to commence the work authorized herein by June 1, 2028, and complete the work by June 1, 2029. If not, you must contact this office to determine the need for further authorization and we recommend you contact us *before* the work authorized herein expires. Please contact us immediately if you change the plans or construction methods for work within our jurisdiction as we must approve any changes before you undertake them. Performing work within our jurisdiction that is not specifically authorized by this determination or failing to comply with the special condition(s) provided above or all the terms and conditions of the GPs may subject you to the enforcement provisions of our regulations.

This authorization does not obviate the need to obtain other federal, state, or local authorizations required by law. Applicants are responsible for applying for and obtaining any other approvals.

Your project is located within, or may affect resources within, the coastal zone. The Massachusetts Office of Coastal Zone Management (CZM) has already determined that

no further Federal Consistency Review is required.

We continually strive to improve our customer service. To better serve you, we would appreciate your completing our Customer Service Survey located at <https://regulatory.ops.usace.army.mil/customer-service-survey>.

Please contact Katelyn Rainville of my staff at Katelyn.M.Rainville@usace.army.mil or (978) 318-8677 if you have any questions.

Sincerely,

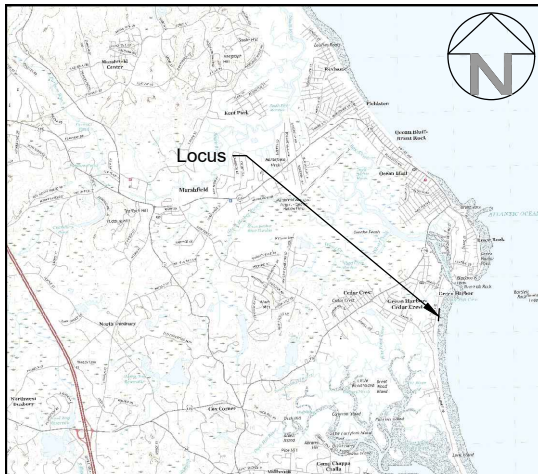


for Paul M. Maniccia
Chief, Permits & Enforcement Branch
Regulatory Division

Enclosures

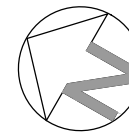
cc:

Leslie Fields, Woods Hole Group, lfields@woodsholegroup.com
Ed Reiner, U.S. EPA, Region 1, Boston, MA, reiner.ed@epa.gov
Rachel Croy, U.S. EPA, Region 1, Boston, MA, croy.rachel@epa.gov
Kaitlyn Shaw, NMFS, Gloucester, MA; kaitlyn.shaw@noaa.gov
Sean Duffey, Coastal Zone Management, Boston, MA, sean.duffey@mass.gov
Maissoun Reda, Chief, DEP SERO, Wetlands and Waterways, Lakeville, MA;
maissoun.reda@mass.gov
David Robinson, MA Board of Underwater Archaeological Resources (BUAR);
david.s.robinson@mass.gov
Town of Marshfield Conservation Commission, bgrifton@townofmarshfield.org

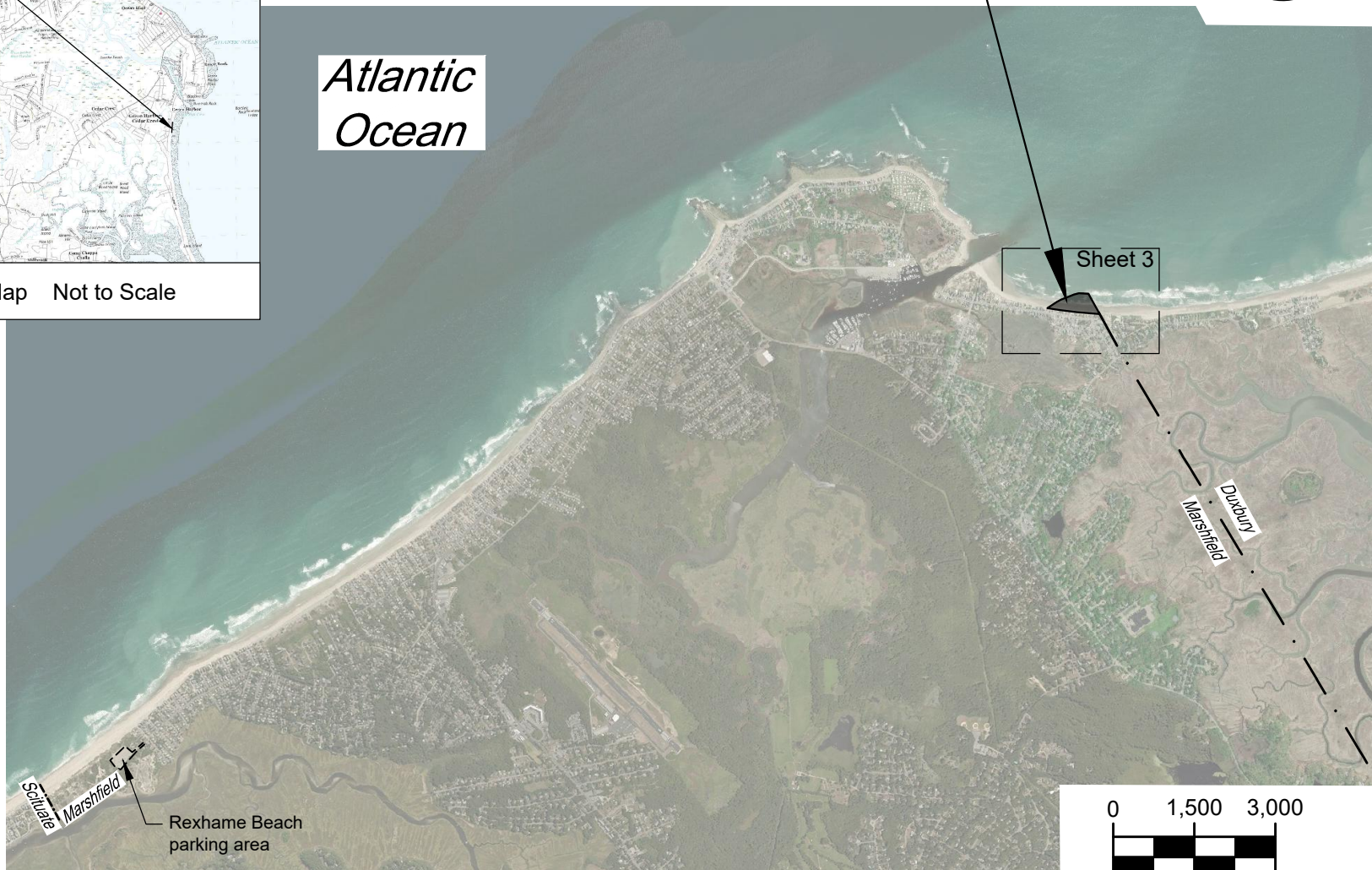


Location Map Not to Scale

*Bay Ave Beach
Beach Nourishment*



*Atlantic
Ocean*

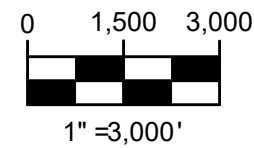


Sheet 3

Schiavo
Marshfield

Rexhame Beach
parking area

Durbin
Marshfield



WOODS HOLE
GROUP
A CLS COMPANY
107 WATERHOUSE ROAD, BOURNE, MA 02532
TELEPHONE: (508) 540-8080 FAX: (508) 540-1001

TITLE:
Plan of Beach Nourishment at Bay Ave. Beach
Prepared for: Town of Marshfield, MA

APPLICATION BY:
TOWN OF MARSHFIELD, MA
TOWN: MARSHFIELD
COUNTY: PLYMOUTH
STATE: MA

SHEET: 1 OF 6
DATE: 4/21/2023
REVISED:

LEGEND

	Existing Topobathymetric Contours		Existing Rocky Intertidal Shore
	Existing Survey Spot Elevation		Existing Coastal Dune (Per MassGIS DEP wetland layer)
	FEMA FIRM Boundary Line		Proposed Nourishment
	Public Shoreline Structure (MORIS)		
	Private Shoreline Bulkhead Structure (MORIS)		
	Private Shoreline Revetment Structure (MORIS)		
	High Tide Line (HTL)		
	Mean High Water (MHW)		
	Mean Low Water (MLW)		

NOTES:

Survey Notes:

- Topographic information along Transect 19 compiled from an on-the-ground survey conducted by Woods Hole Group on November 4, 2019 and a bathymetric survey conducted by Woods Hole Group on December 17, 2019.
- Property boundaries shown hereon were obtained from a combination of MassGIS parcel line database information. Such property lines are approximate only, are not to be construed as property lines obtained from an accurate boundary survey, and are subject to such changes as an accurate boundary survey may disclose.
- Vertical datum: North American Vertical Datum of 1988 (NAVD88).
MLW = -5.00
MHW = 4.08
HTL = 6.5

References:

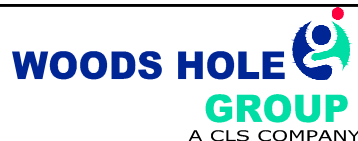
See Sheet 4 for parcel references.

Flood Notes:

Flood Zone VE, Elevations 17 and 16 from FEMA FIRM Panel 25023C0234K, dated 11/4/2016, LOMR 19-01-0097P eff. 1/10/2020, LOMR 20-01-0284P eff. 7/6/2020, and LOMR 20-01-0912P eff. 7/9/2021.

Permit Plan:

This set of plans is for permitting purposes only. These plans describes the full scope of the project; however, the Contractor shall coordinate with the Engineer for detailing prior to providing a bid on this project.



107 WATERHOUSE ROAD, BOURNE, MA 02532
TELEPHONE: (508) 540-8080 FAX: (508) 540-1001

TITLE:

Plan of Beach Nourishment at Bay Ave. Beach
Prepared for: Town of Marshfield, MA

APPLICATION BY:

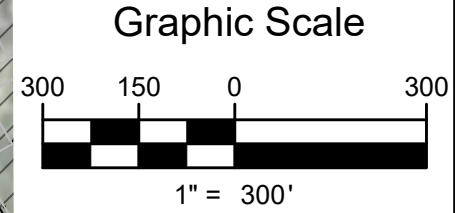
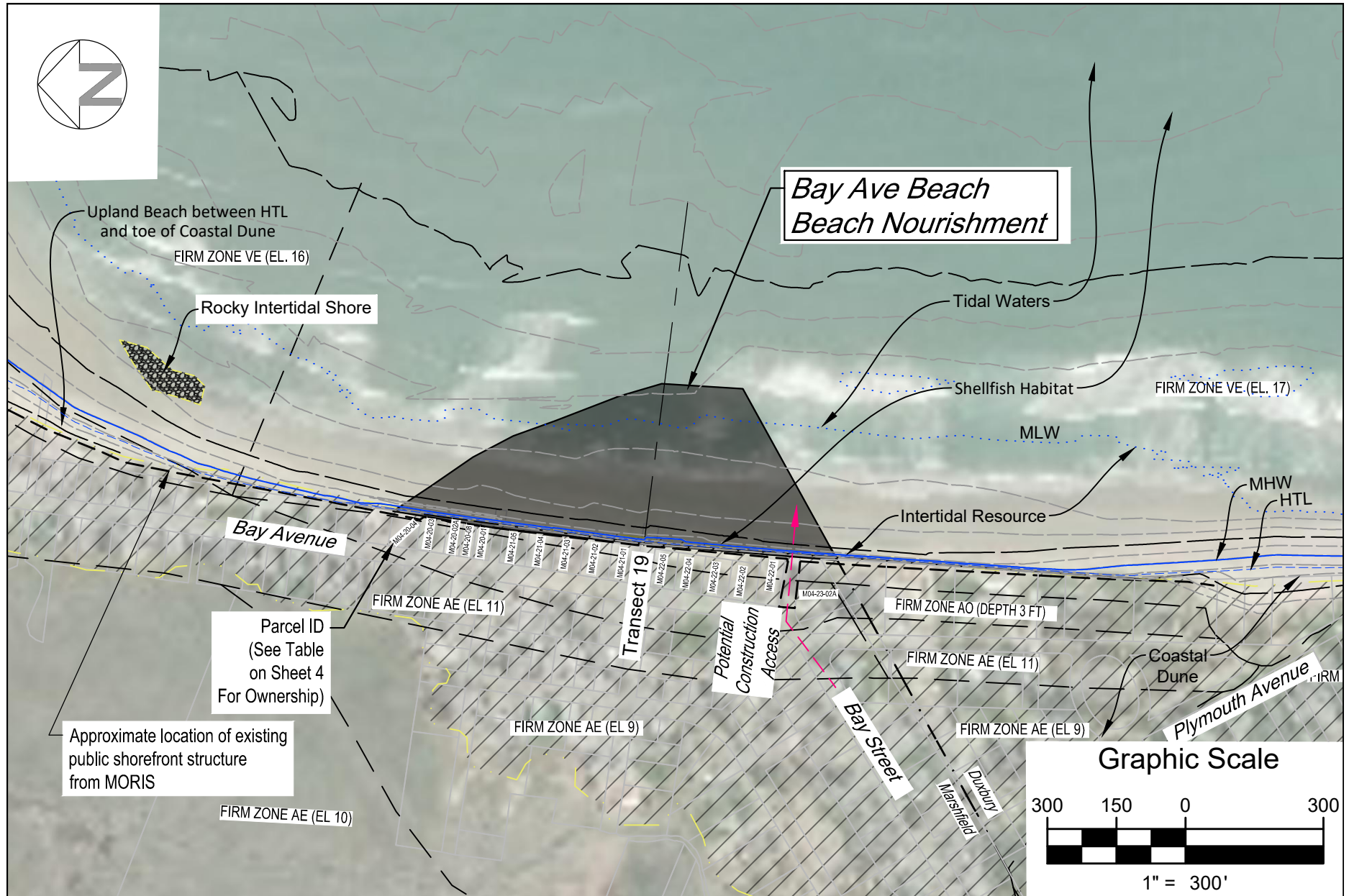
TOWN OF MARSHFIELD, MA

TOWN: MARSHFIELD
COUNTY: PLYMOUTH
STATE: MA

SHEET: 2 OF 6

DATE: 4/21/2023

REVISED:



WOODS HOLE GROUP
 A CLS COMPANY
 107 WATERHOUSE ROAD, BOURNE, MA 02532
 TELEPHONE: (508) 540-8080 FAX: (508) 540-1001

TITLE:
 Plan of Beach Nourishment at Bay Ave. Beach
 Prepared for: Town of Marshfield, MA

APPLICATION BY:
 TOWN OF MARSHFIELD, MA
TOWN: MARSHFIELD
COUNTY: PLYMOUTH
STATE: MA

SHEET: 3 OF 6
DATE: 4/21/2023
REVISED:

Parcel ID	N/F Owner
Bay Ave Beach - Marshfield	
M04-20-04	ST OURS FREDERICK H & SINATRA MARY ELLEN TRS
M04-20-03	MCCORMACK MARTIN
M04-20-02A	MAURO JAMES & DANA
M04-20-08	HANLAN DEBORAH P
M04-20-01	FLAVIN JANE E
M04-21-05	GUERIN JAMES
M04-21-04	DONNELLY JAMES C & MARY C
M04-21-03	OCONNOR FRANK C III & CAROL A
M04-21-02	RICE DEREK
M04-21-01	MCCARTHY RONALD C & SUSAN P TR
M04-22-05	EDER KONRAD
M04-22-04	PACKER DAMIAN T &
M04-22-03	KEFAUVER DAVID & JOANNE
M04-22-02	HACKETT JOSEPH P & ELLIE
M04-22-01	DEININGER ROBERT J & ELINOR C TRUST
M04-23-02A	LALLY GREGORY ADAM & KATHRYN E



107 WATERHOUSE ROAD, BOURNE, MA 02532
TELEPHONE: (508) 540-8080 FAX: (508) 540-1001

TITLE:

Plan of Beach Nourishment at Bay Ave. Beach
Prepared for: Town of Marshfield, MA

APPLICATION BY:

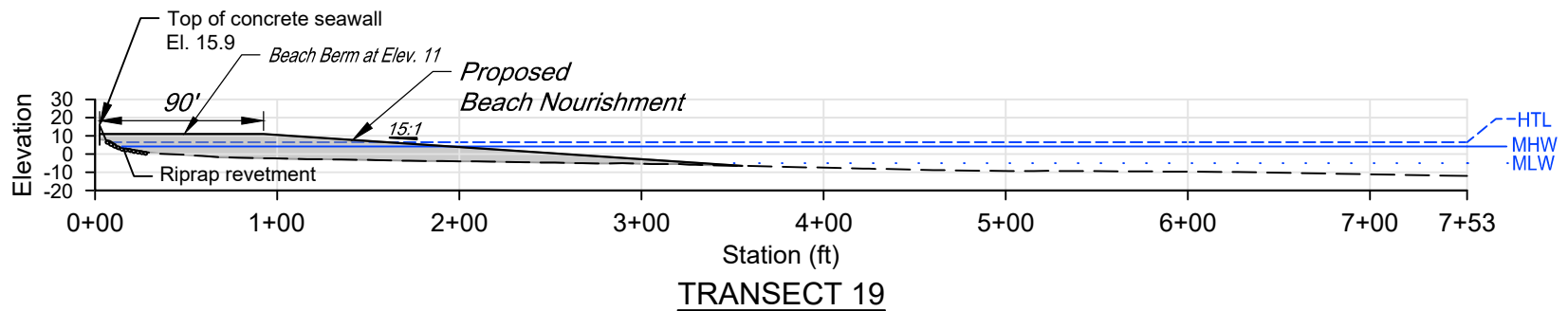
TOWN OF MARSHFIELD, MA

TOWN: MARSHFIELD
COUNTY: PLYMOUTH
STATE: MA

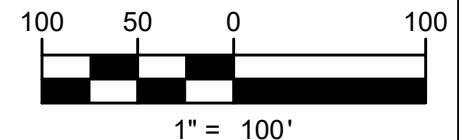
SHEET: 4 OF 6

DATE: 4/21/2023

REVISED:



Graphic Scale



107 WATERHOUSE ROAD, BOURNE, MA 02532
 TELEPHONE: (508) 540-8080 FAX: (508) 540-1001

TITLE:
 Plan of Beach Nourishment at Bay Ave. Beach
 Prepared for: Town of Marshfield, MA

APPLICATION BY:
 TOWN OF MARSHFIELD, MA

TOWN: MARSHFIELD
COUNTY: PLYMOUTH
STATE: MA

SHEET: 5 OF 6

DATE: 4/21/2023

REVISED:

General Notes:

1. Performance of the work shall be in compliance with the plans and details, and any permit requirements issued by the Town of Marshfield, State of Massachusetts, USACE, or other regulatory agencies for the referenced project and described herein.
2. The purpose of this project is to increase coastal resilience using nature-based solutions on Bay Ave Beach in Marshfield , MA, as shown on the plan and details. The proposed work is for beach nourishment.
3. Prior to work on any beach the Contractor shall attend a pre-construction on-site meeting, which shall be attended by the Engineer and representatives from the Marshfield Conservation Commission. The Contractor shall present to the Engineer and the Conservation Commission representatives the proposed methods and means to construct the proposed project.
4. No construction vehicles shall be stored in intertidal resource areas, upland beach, or the vegetated coastal dunes overnight.
5. During periods of high-water levels, all equipment shall be moved to the construction access areas.
6. No excessive idling of construction vehicles shall occur.
7. Refueling shall occur only on hardscaped areas.
8. The Contractor shall not vary from the plans, specifications, Order of Conditions, or instructions provided at the pre-construction meeting, without first obtaining approval of the Conservation Commission representatives and the Engineer.
9. The work at is located within the critical habitats for federally-listed rare species in accordance with the U.S. Fish and Wildlife Service's Environmental Conservation Online System.
10. All fill material required shall be compatible to the existing location receiving it.
11. Once completed, components of the project should be inspected on a regular basis.
12. Woods Hole Group cannot make warranties and encourages diligent inspection and potential maintenance of all project components.
13. The proposed designs are not expected to be a long-term solution and are susceptible to damage during coastal storms and potentially significant damage during coastal storm events.

Bay Ave. Beach - Beach Nourishment Notes:

1. The beach nourishment project presented herein is intended to increase overall beach width, improve habitat areas, and provide enhancements for storm damage protection.
2. The length of the Bay Ave Beach beach nourishment component is approximately 960 ft. and the proposed footprint is approximately 5.0 acres, 4.08 acres of which will be below HTL.
3. 84,977 cubic yards of beach compatible sand shall be placed, of which 83,354 cubic yard will be below HTL.
4. A limit of project activity shall be established and shall be maintained throughout until project completion. The limit of work shall serve as a visual and physical marker for construction activities.
5. It is anticipated that the source for the beach nourishment shall come from either material trucked in from upland sources or hydraulically dredged and pumped to the site.
6. If upland sources are used, the nourishment material should be clean, beach compatible sediment brought to the site by the Contractor. It is required that the Contractor have the sediment source tested by a qualified laboratory to ensure adequate beach compatibility prior to any placement of the nourishment material.
7. Construction access and staging shall be from the Bay Ave ramp in Marshfield. Upon completion of the project, all disturbed areas shall be re-graded and re-vegetated to match pre-construction conditions.
8. After placement, the beach nourishment material shall be graded to the proposed berm widths, slopes and elevations indicated on the plans.
9. The beach nourishment project specifies a berm elevation of 11 feet NAVD88, a berm width of 90 feet.
10. The beach slopes shall be constructed to 15H:1V, as indicated on the plan.
11. Both the northern and southern ends of the coastal beach shall taper into the existing beach on a 10H:1V slope.
12. Areas between the provided cross-sections should be tapered as shown in the plan view. All beach elevations, slopes, heights, etc. shall be smoothly tapered between the various cross sections.
13. The beach systems shall be inspected by the Engineer following the completion of the work.

Qualifier Note:

The proposed beach nourishment presented herein follows stable slopes for unconsolidated sediment and maximizes the volume of sediment within the nourishment footprint. The owners understand the proposed designs are not expected to be a long-term solution and are susceptible to damage and loss during coastal storms.



TITLE:

Plan of Beach Nourishment at Bay Ave. Beach
Prepared for: Town of Marshfield, MA

APPLICATION BY:

TOWN OF MARSHFIELD, MA

TOWN: MARSHFIELD
COUNTY: PLYMOUTH
STATE: MA

SHEET: 6 OF 6

DATE: 4/21/2023

REVISED:



F. PRE- and POST-CONSTRUCTION MONITORING PLAN

PROJECT AND POST-CONSTRUCTION MONITORING

The project design for each Town of Marshfield beach site has been developed to avoid and minimize adverse impacts to sensitive coastal resources, and where this was not possible, mitigation has been proposed (See Section G). As a result, negative long-term adverse impacts are not expected from the project. However, prudence dictates ongoing monitoring to document the long-term effects of the project.

Pre-Construction Monitoring

Sediment texture mapping and grain size analysis: Sediment texture mapping and grain size analyses will be conducted within 3 months prior to beach/dune nourishment at each site in Marshfield. The sediment texture mapping will document areas of the beach that contain predominantly boulders, cobble, cobble mixed with gravel and/or sand, gravel, gravel mixed with sand, and sand (i.e., natural rocky habitat vs. sandy habitat). The boundaries of each sediment type will be surveyed using a RTK GPS and sediment texture maps will be developed. The maps will be used to identify areas with natural rocky habitat vs. sandy habitat. The goal will be to nourish with compatible material so that areas of natural rocky habitat can be maintained. Pre-construction sediment samples will also be collected in the areas proposed for nourishment and grain size testing will be performed at the laboratory. The test results will be used to refine the grain size envelopes for each beach summarized in Table C-2 (Section C). The purpose of the pre-construction monitoring will be to develop a better understanding of the variable sediment characteristics of the Marshfield beaches, and to ensure that sources of nourishment material for the beaches are truly representative of the target beach nourishment sites.

Pre-construction sediment texture and grain size reports will be submitted to the Marshfield Conservation Commissions, and other agencies as requested, as part of the pre-project notification process. Grain size data from the selected source material will be included to demonstrate compatibility with the target beach sites.

Rocky intertidal shore mapping: Surveys of rocky intertidal shore resources will be conducted prior to nourishment at Rexhame Public and Bay Ave. beaches in Marshfield. The surveys will be conducted on foot/wading by coastal scientists trained at identification of rocky intertidal shore and the boundaries of the resources will be surveyed using a RTK GPS. Observations regarding rocky intertidal resources with and without attached macro algae will be made and maps will be prepared. The survey results will be used to evaluate the need to reduce the nourishment footprint to avoid direct impacts to rocky intertidal, and/or to proceed with plans for mitigation as described in Section G, because of unavoidable direct impacts.

Pre-construction reports with results of the rocky intertidal shore mapping will be prepared and submitted to the Marshfield Conservation Commissions, Mass DMF and NOAA NMFS as part of the pre-project notification process.



Post-Construction Monitoring

Beach and dune profiles: The intent of the beach profiles is to document pre-project and post project beach configurations, including the gradual equilibration of the project(s) to wind, wave and tide activity. Beach profiles will be surveyed at 500 ft intervals along the beach within the project area(s) and 500 ft beyond both ends of the project area(s). The beach profiles will run from the landward side of the dune or top of the shore protection structures, to the limit of wading depth, with elevations measured approximately at 20-foot intervals and at marked breaks in slope. All elevation data will be referenced to the vertical datum of NAVD88. Beach profile data will be collected twice each year, once during a winter-time period, and once during a summer-time period, in order to sample seasonal changes. Profiles will be plotted, compared with previous profiles, and data provided to the resource agencies upon request. Beach profiles will be surveyed for a total of 3 years following project construction, at which time the need for continued beach profile monitoring will be evaluated. Depending on available resources, the Towns will continue annual monitoring of the nourished beaches and dune after the 3-year period is over in order to qualify for federal disaster assistance.

Coastal bird monitoring: The Town of Marshfield will continue to coordinate with Mass Audubon's Coastal Waterbird Program to conduct inventory, mapping, and monitoring of coastal nesting birds at Rexhame Public Beach. Mass Audubon will conduct biological monitoring of state and federally listed coastal nesting bird species and will monitor abundance, distribution, reproductive success, causes of nest and/or chick loss, causes of disturbance, and responses to habitat management at Rexhame Public Beach. Monitoring will begin no later than April 1. The data collected on coastal breeding birds will be recorded on field data sheets and entered in a database. The surveys will be conducted each year during the bird nesting season. Surveillance surveys for new species and new colony sites will also take place at Bay Ave. Beach.

Biological monitoring of state and federally listed shorebirds will begin April 1 and continue until all clutches have failed or fledged. Surveys will be conducted a minimum of twice per week until Piping Plover egg-laying begins (mid-late April); thereafter, surveys will be conducted a minimum of 5 days per week, weather permitting. Monitors will record the following during each visit for Piping Plovers and Least Terns.

- The total number of resident pairs, unpaired and non-resident birds will also be recorded, as observed.
- The location of all nests (taken by GPS upon location of the nest), total number of eggs in each nest.
- Causes of nest abandonment and/or failure, if known.
- Nest status, including number of eggs/incubating, hatching, or loss.
- The total number of eggs hatched from each nest.
- The total number of chicks observed from each brood and total number of adults.
- The number of chicks to successfully fledge (defined as able to fly 50' or more).
- Causes of chick loss, if known.
- Any cases of adult injury or mortality, with information regarding cause, if known.



The Town of Marshfield will work in cooperation with the Mass Audubon Coastal Waterbird Program to provide physical protection for Piping Plovers and Least Terns through protective fencing, signage, on-the-beach engagement with public and diversion of adverse activities, and nest/chick guarding as necessary during peak recreational use days. Symbolic fencing will be installed and maintained around shorebird nesting areas according to the MA NHESP “Guidelines for Managing Recreational Use of Beaches to Protect Piping Plovers, Terns and their Habitats in Massachusetts” as well as the US Fish and Wildlife Service “Guidelines for Managing Recreational Activities in Piping Plover Breeding Habitat on the US Atlantic Coast to Avoid Take Under Section 9 of the Endangered Species Act. The fencing will be adjusted as necessary throughout the season and during monitoring to comply with guidelines. Symbolic fencing installation will begin in late March on known plover breeding territories to prepare for the start of plover pair bonding and territory establishment in early April. Fencing will be removed in late August or when the unfledged chicks are no longer on the beach. Furthermore, the Towns will ensure that all maintenance activities on the beach are staffed appropriately to ensure chicks and adults are not harassed, killed, or injured, and the Towns will advance public education through the development and production of educational signage for use at nesting sites and educational kiosks on the beach.

Rocky intertidal shore mitigation: If replication of rocky intertidal resources is required because of unavoidable direct impacts to ephemeral resources, post-construction monitoring will be conducted twice per year for the first 3 years following project completion. The boundaries of the replicated resource(s) will be mapped and observations regarding the presence of attached biota will be made. Potential indirect impacts to rocky intertidal shore resources from longshore spreading of the nourishment material will also be evaluated at Bay Ave. Beach via surveys conducted twice per year during the first 3 years following completion of the project(s). The boundaries of the resource(s) will be mapped using a RTK GPS and observations regarding the presence of attached biota will be made. The survey data will be compiled into a map and compared with pre-construction areas of rocky intertidal shore to evaluate the changes. Post-construction reports will be prepared and submitted to the Marshfield Conservation Commissions, Mass DMF and NOAA NMFS as part of the post-project notification process.



US Army Corps
of Engineers®
New England District

CERTIFICATE OF COMPLIANCE
(Minimum Notice: See below for submission deadline.)

Permit Number: _____

Project Manager: _____

Name of Permittee: _____

Permit Issuance Date: _____

You must sign this certificate of compliance and return it to our office within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later. This does not apply to the mitigation monitoring, which requires separate subsequent submittals. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits.

E-MAIL TO: cenae-r-ma@usace.army.mil; or

MAIL TO: Massachusetts Section
Regulatory Division
U.S. Army Corps of Engineers, New England District
696 Virginia Road
Concord, Massachusetts 01742-2751

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you may be subject to permit suspension, modification, or revocation.

I hereby certify that the authorized work was completed in accordance with the terms and conditions of the above referenced authorization, and the implementation of any required compensatory mitigation was completed in accordance with the authorization's conditions.

Signature of Permittee

Date

Printed Name

Date of Work Completion

Telephone Number

Email Address

Attachment C
Specifications

Attachment C

Specification

Specifications

1. Contractor shall visit the site prior to developing its bid to familiarize itself with the existing conditions and site constraints.
2. The approved beach access point for delivery of nourishment material and equipment access is at the Bay Avenue ramp in Marshfield. Material may be stockpiled on the beach at the Bay Avenue ramp and then spread according to the engineering plans using a front end loader/dozer. The public parking lot at the western end of Avon Street can be used for equipment storage and parking.
3. All truck and equipment deliveries to/from the Bay Avenue access point shall be from Rt. 139, to Canal Street in Marshfield, to Bay Avenue in Marshfield.
4. During periods of forecasted high water levels, all equipment shall be removed from the beach and stored at the Bay Avenue access area landward of the storm barrier or at the Avon Street staging area.
5. Performance of the work shall comply with the plans and details (Attachment D or as otherwise amended), the Orders of Conditions issued by the Marshfield Conservation Commissions, Chapter 91 Permit issued by the Massachusetts Department of Environmental Protection, and the US Army Corps of Engineers General Permit (Attachment B).
6. After construction is complete, the Contractor shall clean and restore the beach access points at the Bay Avenue ramp to pre-construction conditions.
7. The Contractor must be a licensed contractor in the Commonwealth of Massachusetts.
8. The project Engineer and/or the Woods Hole Group Construction Manager reserves the right to make adjustments to the nourishment footprint and cross-sectional profile prior to construction based on the estimated volume of sediment to be imported and placed by the contractor.
9. All construction equipment shall be equipped with engines manufactured to Tier 4 federal emission standards or shall be retrofitted with the best available after-engine emission control technology, such as oxidation catalysts or diesel particulate filters, to reduce exhaust emissions. The Contractor shall implement reduced idling enforcement methods through driver training, periodic inspections by site supervisors and posting signage.
10. The Contractor is solely responsible for control of safety at the project site, including for its employees and the general public, and for the means and methods of construction.
11. The Contractor shall provide temporary sanitary facilities for workers in accordance with local, state and OSHA regulations.
12. There shall be no refueling of any equipment within the coastal beach resource area. The Contractor shall inspect each vehicle daily for leaks. Any leaking equipment shall be immediately removed from the site and shall not return to service until repaired. Each vehicle shall contain an emergency spill kit.
13. The Contractor is solely responsible for security of its equipment and materials. The Town of Marshfield accepts no liability or responsibility for loss or damage of the Contractor's equipment or stored materials.
14. The Contractor shall be responsible for clearly delineating and maintaining the staging and beach access area with temporary barricades as approved by the project Engineer to prevent people from entering the staging area.

15. The Contractor shall maintain copies of all permits on site throughout the duration of project construction.

16. After the contract award, the Contractor shall submit the following information to the town Engineer and Woods Hole Group Construction Manager for review and approval prior to starting any construction:

- Proposed project schedule showing completion of all work on the beach no later than March 28, 2025.
- Description of the equipment to be used and the means and methods to nourish the beach and restore the Bay Avenue construction access.
- A sieve analysis of all proposed nourishment materials shall be provided demonstrating that the source material is within the grain size envelope presented in Figure 1 and Table 1. Source materials with significant quantities of fine-grained sediment will be rejected. Particles in the cobble and gravel sized fraction shall be rounded and not angular. Provide information on whether separate sources of cobble and/or gravel will be needed to meet the required specifications.

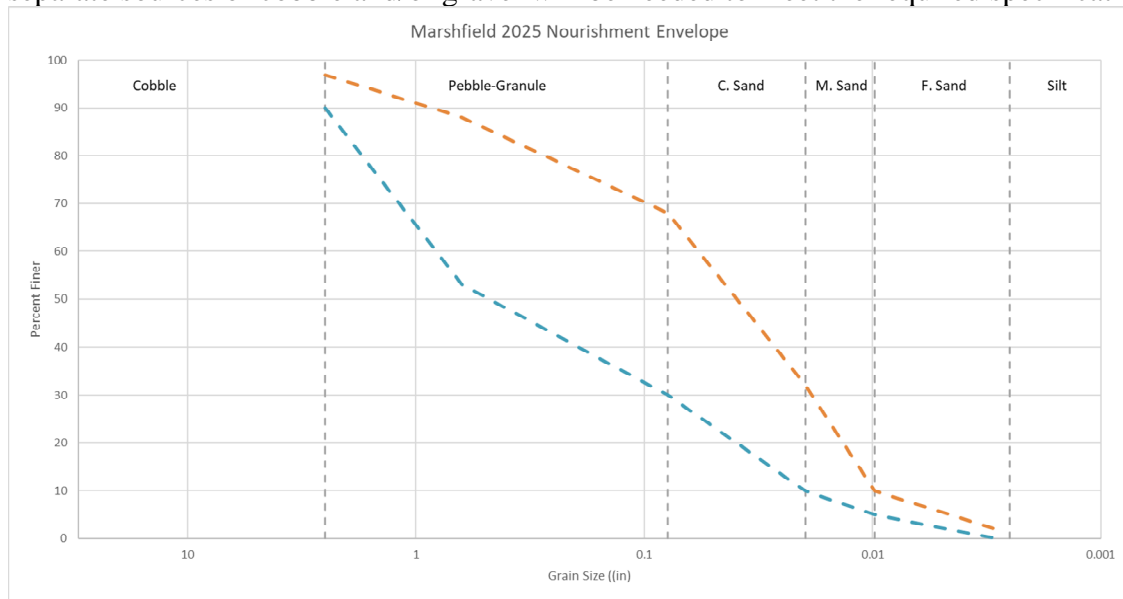


Figure 1. Grain Size Envelope for Compatible Beach Nourishment Material.

Table 1. Grain Size Specifications for Compatible Beach Nourishment Material.

Sieve Mesh Size	Percent Passing
2.5 inches	90-97
5/8 inches	53-88
#10	30-68
#35	10-32
#60	5-10
#200	0-2

- Submit a plan for mixing sediments from multiple sources if necessary to meet the grain size specifications. Note that all mixing of sediment types must be conducted off site.

17. A development site located adjacent to 376 Ferry St. in Marshfield has been identified as a possible source of compatible nourishment material. Bidders may contact Kevin Sealund at (781) 844-3522 for further information.

Attachment D

Plans

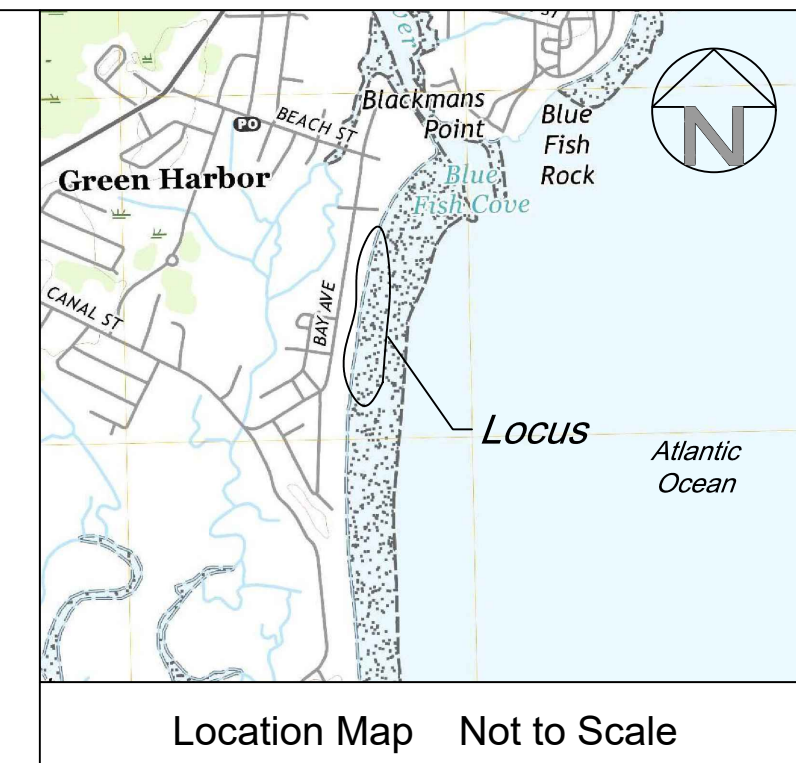
- Legend:**
- 2- Existing Contours (Ground Survey)
 - 10- Proposed Nourishment Contours
 - 2- NHESP Priority Habitat of Rare Species and Estimated Habitat of Rare Wildlife mapped boundary
 - High Tide Line (HTL)
 - Mean High Water (MHW)
 - Mean Low Water (MLW)

Survey Notes:

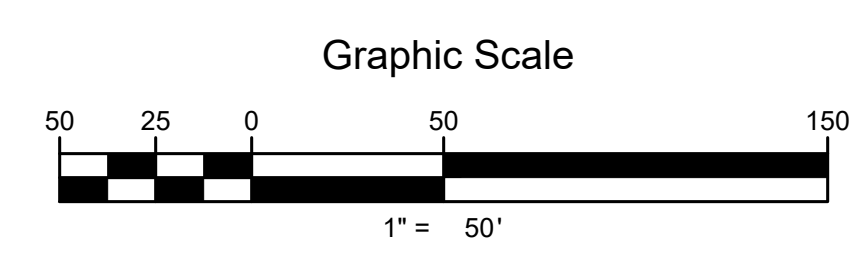
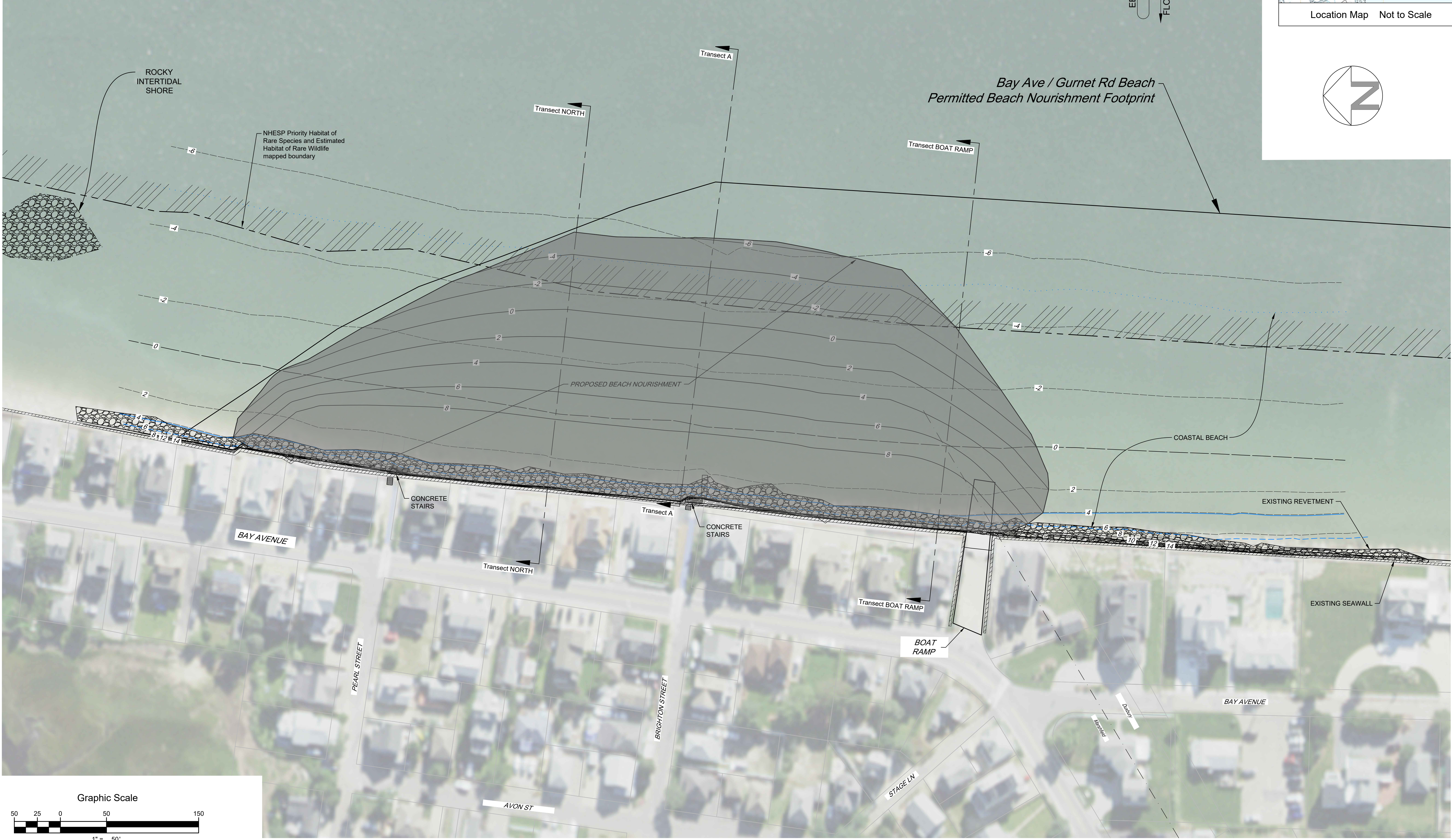
- TOPOGRAPHIC SURVEY CONDUCTED TO ESTABLISH EXISTING CONDITIONS IN 11/2024 BY THE WOODS HOLE GROUP, INC.
- GIS PARCEL LINES BASED ON MASSGIS WHICH ARE CONSIDERED APPROXIMATE AND DO NOT REPRESENT AN ACTUAL PROPERTY BOUNDARY SURVEY.

Datum Notes:

COORDINATES ARE BASED ON MASSACHUSETTS STATE PLANE NAD83, MAINLAND ZONE (2001), IN UNITS OF US SURVEY FEET. ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) IN UNITS OF US SURVEY FEET. HIGH ASTRONOMICAL TIDE (HTL) ELEVATION = 6.5 ft. MEAN HIGH WATER (MHW) ELEVATION = 4.08 ft. MEAN LOW WATER (MLW) ELEVATION = -5.0 ft.



WOODS HOLE GROUP
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TELEPHONE: (508) 540-8080 FAX: (508) 540-1001



Revisions	Date
1. LMP	12/18/2023
2.	
3.	
4.	
5.	
6.	
7.	

Surveyed By:
Woods Hole Group (WHG)
107 Waterhouse Road
Bourne, MA 02532
508-540-8080

Title:
Bay Avenue Beach Nourishment
Plan to
Towns of Marshfield, MA

Project Number: 2018-0231-08
Dwg File: 18-0231-08_11-2024.dwg
Scale: 1" = 50'
Date: 12/04/2024
Approved:
Drawn: LMP

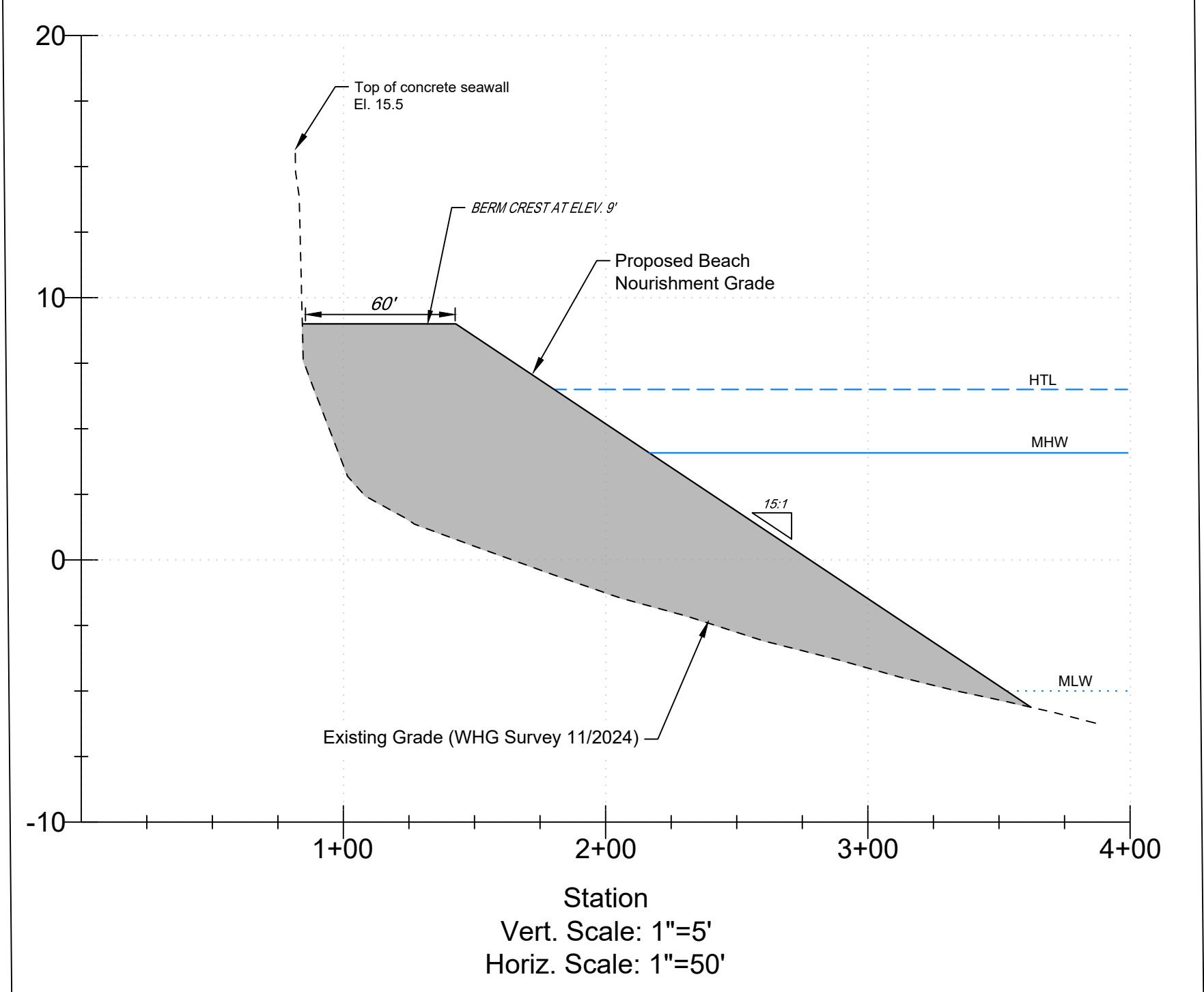
Date	Revisions
12/18/2023	
1. LMP	
2.	
3.	
4.	
5.	
6.	
7.	

Surveyed By:
Woods Hole Group (WHG)
107 Waterhouse Road
Bourne, MA 02532
508-540-8080

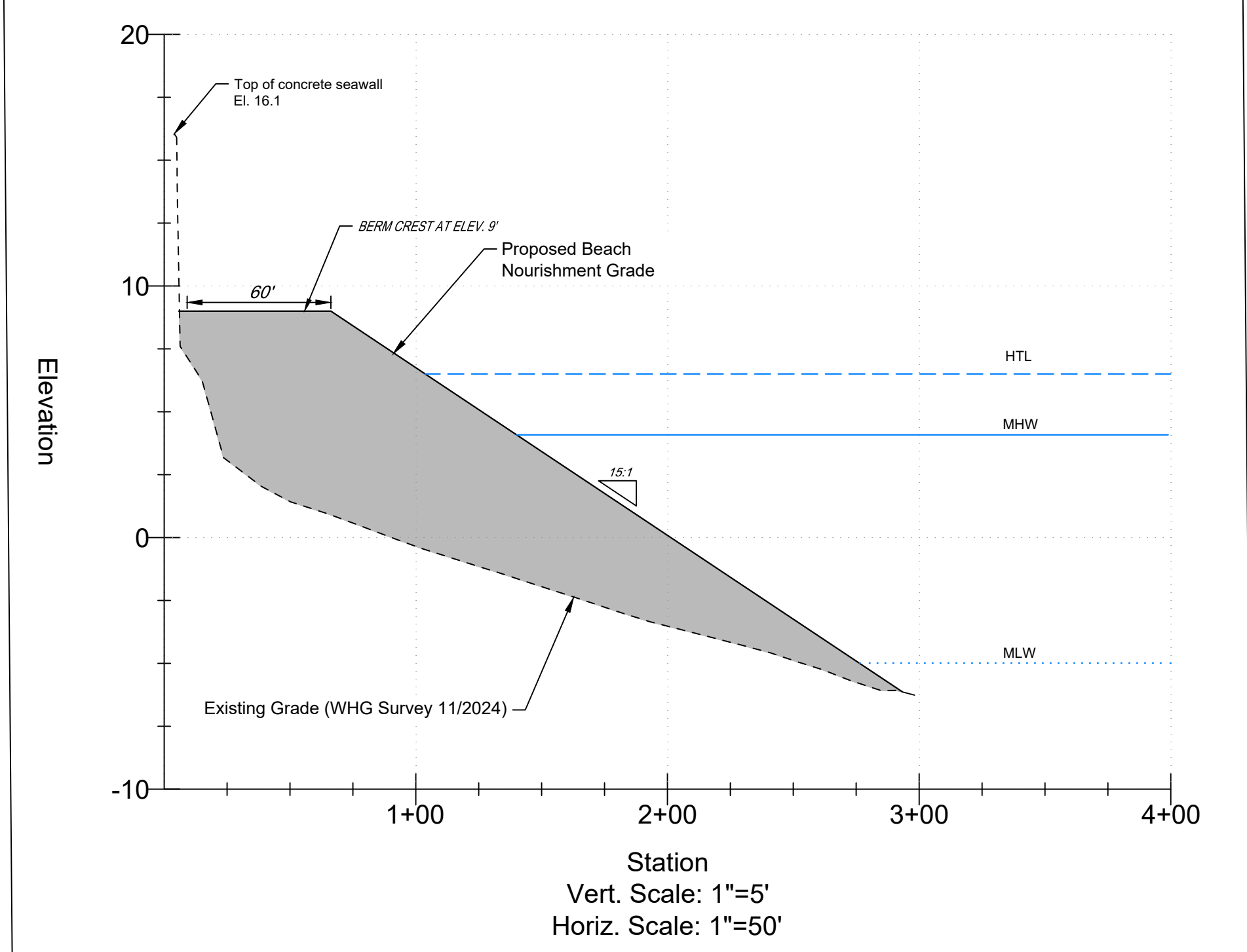
**Bay Avenue Beach Nourishment Plan to
Town of Marshfield**

Title:
Project Number: 2021-0237-08
Dwg File: 18-0231-08_11-2024.dwg
Scale: 1" = 50'
Date: 12/04/2024
Approved:
Drawn: LMP

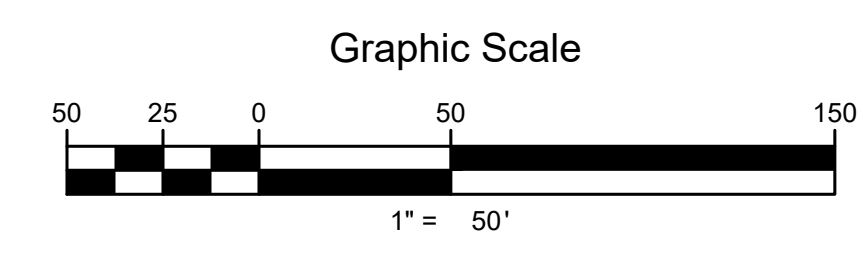
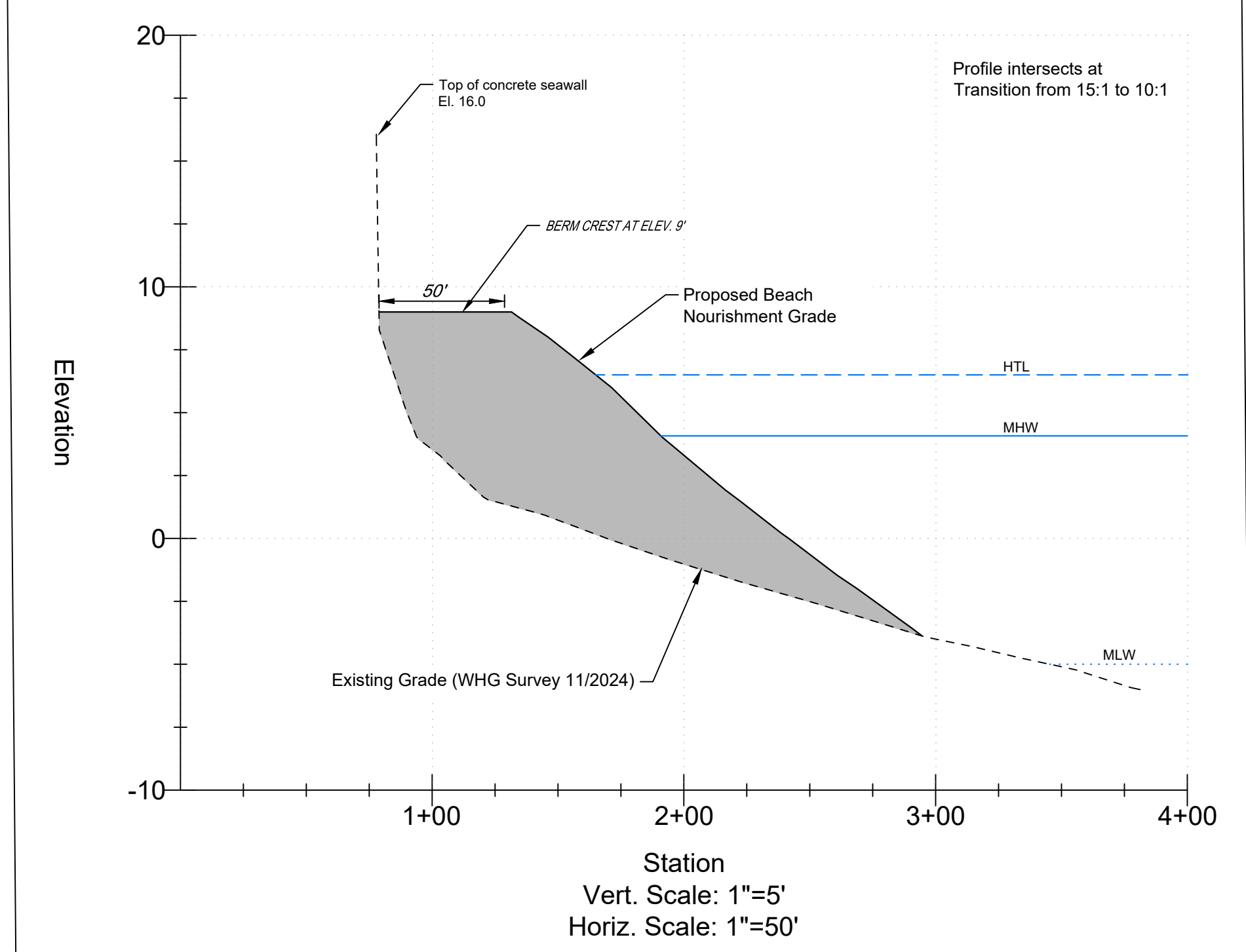
Transect NORTH PROFILE



Transect A PROFILE



Transect BOAT RAMP PROFILE



Plan Notes:

Survey Notes:

1. Topographic information compiled from an on-the-ground survey conducted by Woods Hole Group in November 2024.
2. Property boundaries shown hereon were obtained from a combination of MassGIS property line database information. Such property lines are approximate only and are not to be construed as property lines obtained from an accurate boundary survey, and are subject to such changes as an accurate boundary survey may disclose.

Datum Notes:

Vertical datum: North American Vertical Datum of 1988 (NAVD88).
MLW = -5.00
MTL = -0.50
MHW = 4.08
HTL = 6.5

Permit Numbers:

Marshfield:
Duxbury:

General Notes:

1. Performance of the work shall be in compliance with the plans and details, and any permit requirements issued by the Town of Marshfield, State of Massachusetts, USACE, or other regulatory agencies for the referenced project and described herein.
2. The purpose of this project is to increase coastal resilience using nature-based solutions on Bay Avenue. The proposed work includes beach nourishment.
3. Prior to work on any beach the Contractor shall attend a pre-construction on-site meeting, which shall be attended by the Town of Marshfield Engineers, Woods Hole Group Construction Manager, and representatives from the Town Conservation Commissions. The

Contractor shall present the proposed methods and means to construct the project at the on-site meeting.

4. No construction vehicles shall be stored on the coastal beach or the vegetated coastal dunes overnight.
5. During periods of high-water levels, all equipment shall be moved to the construction access areas.
6. No excessive idling of construction vehicles shall occur.
7. Refueling shall occur only on hardscaped areas.
8. The Contractor shall not vary from the plans, specification, Orders of Conditions, or instructions provided at the pre-construction meeting, without first obtaining approval from the Marshfield Town Engineer and the Woods Hole Group Construction Manager.
9. Portions of the work at Bay Ave Beach is located within the Priority Habitats of Rare Species and Estimated Habitats of Rare Wildlife in accordance with the Massachusetts Natural Heritage Atlas, 15th Edition.
10. All nourishment material shall be compatible with sediments on the existing beaches, and shall fall within the grain size envelope specified in the Invitation to Bid. Source materials with significant quantities of fine-grained sediment will be rejected. Particles in the cobble and gravel sized fraction shall be rounded and not angular.
11. Woods Hole Group will perform interim surveys throughout the project to document nourishment placement within the design template. A final as-built survey will be performed by Woods Hole Group upon completion of the project.
12. Woods Hole Group cannot make warranties and encourages diligent inspection and potential maintenance of all project components.
13. The proposed designs are not expected to be a long-term solution and are susceptible to damage during coastal storms and potentially significant damage during coastal storm events.

Bay Ave./Gurnet Road Beach - Beach Nourishment Notes:

1. The beach nourishment project presented herein is intended to increase overall beach width, improve habitat areas, and provide

enhancements for storm damage protection.

2. The length of the Bay Ave/Gurnet Road Beach beach nourishment component for the 2025 construction project is approximately 885 ft and the proposed footprint is approximately 4.5 acres.
3. Approximately 36,000 yd³ beach compatible material shall be placed within the nourishment footprint. In the event of additional beach compatible material becoming available, the nourishment design criteria shall be continued within the permitted footprint (see notes 9 and 10).
4. The source for the beach nourishment shall come from material trucked in from an upland source(s).
5. The nourishment material shall be clean, beach compatible sediment brought to the site by the Contractor. It is required that the Contractor have the sediment source tested by a qualified laboratory to ensure adequate beach compatibility prior to any placement of the nourishment material.
6. Construction access and staging shall be from the Bay Ave ramp in Marshfield.
7. After placement, the beach material shall be graded to the proposed berm widths, slopes and elevations indicated on the plans.
8. The beach engineering design specifies a berm elevation of 9 feet NAVD88 with a typical width of 60 feet as indicated on the plans.
9. Beach slopes seaward of the berm shall be constructed to 15H:1V, as indicated on the plans.
10. The northern end of the nourishment should be tapered to the existing grade at a 6H:1V slope. The southern end of the nourishment should be tapered to the existing grade at a 10H:1V slope. All beach elevations, slopes, heights, etc. shall be smoothly tapered between the various cross sections.
11. The Contractor shall provide temporary sanitary facilities for workers in accordance with local, state and OSHA regulations.
12. The Contractor shall be responsible for clearly delineating and maintaining the staging and beach access areas with temporary barricades as approved by the project Engineer to prevent people from entering the staging area.

Qualifier Note:

The proposed beach nourishment presented herein follows stable slopes for unconsolidated sediment and maximizes the volume of sediment within the nourishment footprint. The owners understand the proposed designs are not expected to be a long-term solution and are susceptible to damage and loss during coastal storms and high tides.