

# THE CITY OF WORCESTER

## Request for Bids Coes Knife Park Parking Lot Expansion

September 2020

PROJECT SPECIAL CONDITIONS AND SPECIFICATIONS

DEPARTMENT OF PUBLIC WORKS AND PARKS

Parks, Recreation and Cemetery Division

Paul J. Moosey, P.E., Commissioner

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## TABLE OF CONTENTS

ARTICLE 1 - PROJECT SITE.....	4
ARTICLE 2 - SUMMARY OF WORK .....	4
ARTICLE 3 - WORK WITHIN A PUBLIC PROPERTY.....	4
ARTICLE 4 - SITE INSPECTION .....	5
ARTICLE 5 - PRE -BID AND PRE-CONSTRUCTION MEETINGS.....	5
ARTICLE 6 - SITE ACCESS .....	5
ARTICLE 7 - OWNER’S TAX EXEMPTION .....	5
ARTICLE 8 - TIME FOR COMPLETION AND SEQUENCE OF WORK .....	5
ARTICLE 9 - LIQUIDATED DAMAGES.....	6
ARTICLE 10 - CONSTRUCTION SCHEDULES AND PAYMENT ESTIMATES.....	6
ARTICLE 11 – CONSTRUCTION REPORTS & WEEKLY PROGRESS MEETINGS .....	6
ARTICLE 12 - HOURS OF OPERATION .....	7
ARTICLE 13 - CONTRACT DOCUMENTS .....	7
ARTICLE 14 - STORAGE OF MATERIALS AND EQUIPMENT.....	7
ARTICLE 15 - USE OF EQUIPMENT/MACHINERY.....	7
ARTICLE 16 - RESPONSIBILITIES OF CONTRACTOR .....	7
ARTICLE 17 - EMERGENCY CONTACT INFORMATION.....	8
ARTICLE 18 - ON SITE SUPERINTENDENT/PROJECT MANAGER.....	9
ARTICLE 19 - PROVISIONS FOR TRAFFIC/POLICE DETAIL (As Applicable).....	9
ARTICLE 20 - COMMUNICATIONS .....	9
ARTICLE 21 - PARTIAL USE OF SITE IMPROVEMENTS .....	10
ARTICLE 22 - SAMPLING AND TESTING OF MATERIALS AND COMPACTION.....	10
ARTICLE 23 - TEMPORARY FACILITIES .....	10
ARTICLE 24 - SANITARY FACILITIES .....	10
ARTICLE 25 - TEMPORARY LIGHT AND POWER.....	11
ARTICLE 26 - TEMPORARY WATER.....	11
ARTICLE 27 - UTILITIES .....	11
ARTICLE 28 – PHOTOGRAPHS and TIME-LAPSE CAMERA(S).....	11
ARTICLE 29 - CONTRACTOR’S SHOP AND WORKING DRAWINGS .....	12
ARTICLE 30 - HISTORICAL, ARCHAEOLOGICAL OR ANTIQUE ITEMS .....	13
ARTICLE 31 - PROVISIONS FOR PUBLIC SAFETY AND CONVENIENCE .....	13
ARTICLE 32 - PROTECTION OF EXISTING FACILITIES .....	14
ARTICLE 33 - RECORD DRAWINGS - AS-BUILT.....	14
ARTICLE 34 - RUBBISH REMOVAL.....	16
ARTICLE 35 - PROJECT CONSTRUCTION SIGN .....	16
SPECIAL SPECIFICATIONS .....	17
ARTICLE 36 – DEMOLITION, SITE EXCAVATION AND PREPARATION.....	17
ARTICLE 37 –NOT USED.....	19
ARTICLE 38 - CAST IN PLACE CEMENT CONCRETE.....	19
ARTICLE 39 - GRAVEL BORROW .....	20
ARTICLE 40 – NOT USED.....	20
ARTICLE 41 - WPRC DIVISION CHAIN LINK FENCE FRAMEWORK AND FABRIC .....	21
ARTICLE 42 - ATTACHMENTS.....	24



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## PROJECT SPECIAL CONDITIONS

### ARTICLE 1 - PROJECT SITE

- a. All work of this contract is located within the confines of Coes Knife, 72 Coes Street, owned and maintained by the City of Worcester DPW and Parks.

### ARTICLE 2 - SUMMARY OF WORK

- a. The work to be completed under this contract involves the furnishing of all labor, materials and equipment for the following items of work and all incidentals thereto. All work shall be performed in full accordance with the specifications, other contract documents, obviously implied and necessary or under the direction of the Owner.
- b. The plans and specifications are intended to be cooperative, and any item called for in one and not the other shall be as binding as if called for in both. During the bidding period discrepancies should be immediately brought to the attention of the Owner for clarification. If a discrepancy is discovered within the plans and the specifications after the bid period, **the Owner will determine which shall apply.**
- c. When Applicable, The City of Worcester DPW and Parks, Parks, Recreation and Cemetery Division is in the process of standardizing appurtenances such as park benches, trash receptacles, irrigation controllers, Area/Street lights, Sports field lighting in the facilities within their jurisdiction and maybe currently installed at this facilities. By standardizing on one manufacturer it provides the Division with a consistent product which through familiarity reduces operator training and maintenance time. Standardization also provides opportunities for maintenance cost saving through interchangeable parts such as but not inclusive to luminaries, ballast, poles, compatibility with current Division maintenance equipment etc.
- d. Quality Control: In order to ensure the highest level of quality with respect to the playing surface of this greatly utilized public athletic facility, the General Contractor / Awardee shall have a minimum of five (5) years of successful experience;
  - a. as the Prime Contractor constructing (provide verifiable references upon request)
  - b. ability to demonstrate constructing (provide verifiable references upon request)
  - c. coordinating and supervising (provide verifiable references upon request)

**Park Improvements** of similar size and quality of this project as per the standards of the project specifications and construction drawings.

### ARTICLE 3 - WORK WITHIN A PUBLIC PROPERTY

- a. As a point of information, all of the work to be undertaken is located within the confines of an unsecured public property, and as such is subject to acts of vandalism. The City of Worcester will not pay for any damage to the Contractor's equipment or material. The Contractor shall take all means and measures necessary to protect the public, work in progress, work completed, and all furnishings, materials and equipment stored at the site through the completion of the project. The repair or replacement of work in place or in progress shall be the sole responsibility of the Contractor and shall be accomplished at no cost to the Owner.



#### **ARTICLE 4 - SITE INSPECTION**

- a. It shall be contingent upon the Contractor to inspect the site as an aid to determining the extent of the work under the various contract items before submission of the bid.

#### **ARTICLE 5 - PRE -BID AND PRE-CONSTRUCTION MEETINGS**

- a. A pre-bid conference will be held on **September 30, 2020**, 9:00 AM (Eastern Standard Time) at the Stearns Tavern parking lot. Interested bidders are encouraged to attend. A mandatory pre-construction meeting will be arranged by the Owner's representative after the award of the contract. Sub-consultants may be asked to attend the pre-construction meeting if determined by the Owner's Representative to be warranted.

#### **ARTICLE 6 - SITE ACCESS**

- b. Prospective bidders are advised that access to the project sites shall be in accordance with the governing traffic patterns with specific locations into the site to be designated in the field after award of the contract.
- c. Regardless of the eventual location of the construction access, the Contractor shall make every provision to ensure the safety of pedestrians and drivers making use of the public property.

#### **ARTICLE 7 - OWNER'S TAX EXEMPTION**

- a. The Awarding Authority, as a department of a corporate municipality in the Commonwealth is exempt from the taxes listed below. Contractor shall notify all suppliers of the following current certificates.
  1. Federal Excise Taxes as applied to articles taxable under Chapter 32 of the Internal Revenue Code of 1954, as amended, City Excise Tax Exemption Certificate is not required.
  2. From Sales and Use Tax imposed by the Commonwealth of Massachusetts under Chapter 14, Acts of 1966, the City has been assigned and exemption certificate with respect to leases, rentals, or purchases of "Tangible Personal Property". The Owner at the Contractor's request will furnish the tax-exempt certification number.

#### **ARTICLE 8 - TIME FOR COMPLETION AND SEQUENCE OF WORK**

- a. The work of this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed/Award of Contract and shall be substantially completed **by June 01 2021**, except as the work may be interrupted by weather conditions as hereinafter specified. The Contractor shall prosecute the Work with the diligence necessary to ensure its completion within the required time. The Contractor shall provide sufficient labor, materials, and equipment, and shall promptly take such appropriate action to keep the Work on schedule or as directed by the Owner. No additional time shall be provided for Change Orders.
- b. The Parks, Recreation and Cemetery Division shall be solely responsible for determining when the work shall be interrupted due to unsatisfactory weather conditions. Determination of the period to be included in the Time for Completion shall cease when the City directs that the work stop due to weather and shall commence again on the first working day thereafter that the City may designate for the work to be resumed.



- c. The Contractor must completely understand that once the Contractor mobilizes and begins work, the Contractor must be on-site, every day during the normal work week, and must work continuously until substantial completion of the project. The Parks, Recreation, and Cemetery Division will not allow any time gaps of any length of time during the construction due to the Contractor's scheduling of other work not related to this specific Contract.
- d. It should be further understood that this project will not be a "fill-in" for the Contractor and that the Contractor does not have the ability to start and stop construction at the Contractor's option. Any unauthorized time gaps will be subject to a flat fee of \$500.00 per day. The Owner reserves the right to deduct said fee from the Contractor's periodic application for payment and the Contract Sum.
- e. The Contractor shall carry on the Work and adhere to the schedule during all disputes and disagreements with The Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. The Contractor shall exercise reasonable precautions, efforts and measures to avoid or mitigate situations that would cause delays.
- f. Punch list shall be completed within 35 day from date of issue.
- g. The Contractor is advised that the **required calendar days** regarding Time for Completion and Punchlist, shall be consecutive.

#### **ARTICLE 9 - LIQUIDATED DAMAGES**

- a. Prospective Bidders are advised that liquidated damages shall be in effect for this project. The Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of Five Hundred and Dollars (\$500.00) as fixed and agreed, as liquidated damages for each calendar day of delay from the date stipulated for completion, or as modified in accordance with the provisions of the Contract.

#### **ARTICLE 10 - CONSTRUCTION SCHEDULES AND PAYMENT ESTIMATES**

- a. The Contractor must submit a construction schedule to the Owner indicating the general sequence of all work under this Contract. This schedule must be submitted within 7 days of the date of the Notice-to-Proceed and shall be revised if required to the satisfaction of the Owner.
- b. The Contractor shall submit a breakdown and monthly cost estimate (schedule of values) for all items of work in categories approved by the Owner.
- c. The established breakdown of items, categories and values shall be utilized to prepare the monthly pay requisition forms. It is recommended that the Contractor submit a draft Payment Applications to the Owner for approval, no later than the second week of every month. The Owner shall review and edit this copy to indicate the amount of payment to be approved and return this to the Contractor after field review. Revised/updated payment estimates and construction schedule must be submitted with monthly Payment Applications. The Contractor shall then formally submit three (3) originals of the Payment Applications, conforming to the Owner's approval, for payment.

#### **ARTICLE 11 – CONSTRUCTION REPORTS & WEEKLY PROGRESS MEETINGS**

- a. The Contractor and Sub-Contractors shall attend a regular weekly meeting with the Owner at the Parks, Recreation and Cemetery Division Headquarters, 50 Skyline Drive, Worcester, MA in the Capital Projects Division Conference Room at a pre-determined time set by the Owner. The Contractor must be present for these meetings during the course of the Contract and reserves no



right to cancel the meeting. If the Contractor fails to attend the mandatory weekly meeting, a flat fee of \$500.00 will be charged to the Contractor. The Owner reserves the right to deduct said fee from the Contractor's periodic application for payment and the Contract Sum.

- b. The Contractor will be required to take minutes for the weekly scheduled meetings. The Contractor will have three (3) business days from the date of the meeting to submit to the Owner the minutes of the meeting on the Parks, Recreation and Cemetery Division form. The form will be supplied to the respective Contractor when the Notice to Proceed has been issued. Failure to supply the minutes of the meeting in the required timeframe will result in a flat fee of \$250.00 to be charged to the Contractor. The Owner reserves the right to deduct said fee from the Contractor's periodic application for payment and the Contract Sum.
- c. The Contractor will be required to maintain daily construction reports (DCRs) (format and information required to be provided and/or approved by Owner). PDF of the DCRs shall be submitted weekly for review and shall be up to date prior to approval of monthly Payment Applications.
- d. The Owner may desire other meetings from time to time, and the Contractor shall attend these and such Sub-Contractors as are directed to attend. All of the above mentioned conditions should apply.

#### **ARTICLE 12 - HOURS OF OPERATION**

- a. Unless otherwise approved by the Owner, hours of operation shall be 7:00 a.m. to 3:30 p.m., Monday through Friday.

#### **ARTICLE 13 - CONTRACT DOCUMENTS**

- a. The Owner will furnish the Contractor, without charge, four (4) complete copies of the Contract Documents. Additional copies requested by the Contractor will be furnished at cost.

#### **ARTICLE 14 - STORAGE OF MATERIALS AND EQUIPMENT**

- a. Bidders are advised that the storage of equipment within the confines of the project limit shall be at the Contractors own risk. No material or equipment shall be stored outside the limits of work as defined in the contract documents, designated and agreed to by the Owner.

#### **ARTICLE 15 - USE OF EQUIPMENT/MACHINERY**

- a. The Contractor shall not use as any part of his operation any skid steered, track driven, or heavy machinery/equipment on adjacent roadways.

#### **ARTICLE 16 - RESPONSIBILITIES OF CONTRACTOR**

- a. Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, tools, labor, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses, permits and back charges and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract completed in every respect within the specified time.
- b. Unless otherwise specified herein all materials, workmanship, methods, and practices shall conform to the current Standards and Ordinances of the appropriate Departments and/or Commissions of the City. The following documents are available online at



<http://www.ci.worcester.ma.us/dpw/> , a hard copy or CD will be furnished to the Contractor upon request.

- i. The City of Worcester DPW and Parks, Engineering Division, Construction Management Section, Standard Specifications and Details - March 2007 or current edition.
  - ii. Permit Manual – Revised 2004 or current edition.
- c. The Contractor shall be responsible for detailed layout; all stakeout and grade control and shall employ a registered Professional Engineer or a registered Land Surveyor for this purpose. The Owner’s Representative will verify and approve the layout and locations of improvements prior to excavation or installation.
- d. The Contractor shall verify dimensions and utility locations shown on the plans and if any inconsistencies or discrepancies should be noted on the Drawings, or between the Drawings and actual field conditions, or between the Drawings and the specifications he/she shall immediately notify the Owner. The Contractor will be held responsible for any errors resulting from his/her failure to exercise the aforementioned precaution. Such information shall be marked on copies of the “As-Built” drawings and the original “As-Built” drawings are to be reviewed at weekly job meetings.
- e. The Contractor shall provide final As-Built Drawings to the Owner. See “Record Drawings – As Built” of this Section.
- f. The Contractor shall maintain a full time supervisor or foreman on the construction site, whether the construction forces are employed by his construction company or employed by a Sub-Contractor.
- g. As soon as the Contract is executed, the Contractor shall order materials, submit construction schedules as herein after specified and otherwise anticipate the Notice to Proceed. When the Owner gives the Notice to Proceed, the work of construction shall begin at the time stipulated therein and shall be completed within the Time for Completion specified.
- h. It is the Contractor's responsibility to make his own investigation and related assumptions, to satisfy her/him as to subsurface conditions and to insure that these are reflected in the bid.
- i. In order to verify locations of utilities and varying field conditions, exploratory excavations may be necessary, the cost of which is to be included in the contract bid price.
- j. The Contractor's attention is called to the necessity of obtaining permits especially those required by various departments of the City. These permit fees will not be waived by the City and must be paid in full by the Contractor.
- k. The Contractor shall furnish and maintain all temporary fences, barriers, enclosures, lights and warning devices necessary to protect his/her work area and to protect the public and his work forces throughout the life of this contract.

#### **ARTICLE 17 - EMERGENCY CONTACT INFORMATION**

- a. The Contractor will be required to submit within seven (7) business days after the Notice to Proceed a list of all people that will be involved with the completion of this project including all principal(s), president(s), superintendent(s), and project manager(s) of the company. The list shall contain the following information, including but not limited to: name, title, address, voice mail number, cell phone number, pager number, fax number and email address.



## **ARTICLE 18 - ON SITE SUPERINTENDENT/PROJECT MANAGER**

- a. The Contractor must, at all times, maintain an on-site superintendent during the construction and administration of this Contract. The superintendent must be completely familiar with all aspects of the project and capable of following the construction through from start to finish. The Contractor does not have the right to switch, replace, change or otherwise remove the superintendent assigned to this project unless specifically authorized in writing by the Owner. The on-site superintendent must be present a minimum of seven (7) hours per day during construction. If the on-site superintendent fails to meet the above-mentioned requirements, the Contractor will be subject to a flat fee of \$500.00 per day. The Owner reserves the right to deduct said fee from the Contractor's periodic application for payment and the Contract Sum.

The Contractor must assign a Project Manager to this Contract that is completely familiar with all aspects of the project and capable of completing the project. The Contractor does not have the right to switch, replace, change or otherwise remove the superintendent assigned to this project unless specifically authorized in writing by the Owner. It should be further understood that the Owner would discuss all matters in regards to the administration of this Contract with only one (1) Project Manager, regardless of how many the Contractor assigns to the project.

All correspondence, emails, voice mail, faxes, etc. will be handled through the designated Project Manager only. The Parks, Recreation and Cemetery Division reserves the right, in conjunction with the Contractor, to remove the Contractor's assigned Project Manager if the City feels it is the best interest to do. Upon written notification, the Contractor must assign a new Project Manager within three (3) business days.

## **ARTICLE 19 - PROVISIONS FOR TRAFFIC/POLICE DETAIL (As Applicable)**

- a. The Contractor shall not close or obstruct any portion of a public road without obtaining the necessary permission from the proper municipal authorities. If any street or private way shall be rendered unsafe by the Contractor's opinion, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Owner including the provision of police details required to complete the work.
- b. The Contractor at his/her expense shall maintain public roads and sidewalks passable, and the Contractor shall assume full responsibility for the adequacy and safety of provisions made. He shall conduct his construction operations such that interference with the activities of park users will be held to a minimum.
- c. The Contractor shall cooperate in every way possible with the municipal authorities in accommodating park activities and events.

## **ARTICLE 20 - COMMUNICATIONS**

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing and must be presented in person or by mail to the Owner.
- b. Any notice to or demand upon the Contractor shall be considered sufficiently given if delivered at the office or field office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the **Owner** shall, unless otherwise specified in writing to the Contractor, be delivered to:

Robert C. Antonelli, Jr., Assistant Commissioner



Department of Public Works and Parks  
50 Skyline Drive, Worcester, MA 01605

and any notice to or demand upon the Owner shall be sufficiently given is so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.

- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

#### **ARTICLE 21 - PARTIAL USE OF SITE IMPROVEMENTS**

- a. The Owner, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if, in its opinion, each such section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:
  - 1. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor.
  - 2. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
  - 3. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or due to poor workmanship.
  - 4. The period of guarantee stipulated in the specifications shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

#### **ARTICLE 22 - SAMPLING AND TESTING OF MATERIALS AND COMPACTION**

- a. Sampling and testing ordered by the Owner to ensure that materials are as specified and that compaction of all materials conforms to the necessary requirements shall be taken and completed by representatives of a Massachusetts certified testing laboratory satisfactory to the Owner, and shall be paid for by the City as described in the technical specifications.

#### **ARTICLE 23 - TEMPORARY FACILITIES**

- a. Furnish all labor, materials, and services to fulfill the requirements for temporary facilities, at no additional cost to the Owner, and comply with all requirements set forth herein, except where said requirements are in conflict with Federal, State, or Local laws, rules, and regulations, in which case(s) the applicable Federal, State, or Local requirements shall govern.

#### **ARTICLE 24 - SANITARY FACILITIES**

- a. Provide, place, and maintain in good order from the commencement to final completion of the work, suitable temporary toilet facilities for use by all persons employed under this contract. Toilets shall be rented from and serviced by an approved company, and shall be kept clean and sanitary and secured at all times. The type of toilets proposed for use shall have the approval of the appropriate City agency, and the number of units shall be as recommended by the Department



of Labor. Toilets shall be locked during nonworking hours and placed in a secured (fenced) location, where possible.

#### **ARTICLE 25 - TEMPORARY LIGHT AND POWER**

- a. Make all necessary arrangements with the local utility company and pay all costs including labor, in operating and maintaining all temporary services for electricity used during the construction, unless specifically noted otherwise.
- b. Ensure that temporary wiring, outlets, and lighting are provided in accordance with the requirements of Bulletin No. 12, Division of Industrial Safety, Department of Public Safety, Commonwealth of Massachusetts.

#### **ARTICLE 26 - TEMPORARY WATER**

- a. Contractor shall be responsible for securing and coordination of all water needs and temporary connections.

#### **ARTICLE 27 - UTILITIES**

- a. The Contractor shall obtain and pay for all licenses and/or permits, which are required by the City or any other agencies that may be involved; he/she shall comply with all codes, regulations and standards of the City.
- b. Contractor shall be responsible for all on-site coordination with utility companies and public agencies and for obtaining all required permits and paying all required fees. In accordance with M.G.L., Chapter 82, Section 40, including amendments; Contractor shall notify all utility companies and government agencies in writing prior to such excavation, Contractor shall also call "Dig Safe" at 1-(888) 344-7233 no less than 72 hours (exclusive of Saturdays, Sundays and Holidays.) prior to such excavation. Documentation of requests and numbers provided to Contractor shall be provided to Owner prior to excavation work.

#### **ARTICLE 28 – PHOTOGRAPHS and TIME-LAPSE CAMERA(S)**

- a. The Contractor shall be required to furnish one (1) view of before, during and after photographs of each site conditions. The Contractor is encouraged to submit "during" photographs along with each pay requisition to facilitate approvals. Photographs in electronic format via compact disc (jpeg or tiff) are acceptable.
- b. The Contactor shall be required to furnish, install and continuously maintain two (2) industrial-grade, wire-free, battery operated, weather-proof, construction time-lapse cameras. Cameras shall be securely mounted up to 25'-0" above sidewalk grade on existing light poles adjacent to the Project, location and field of view to be reviewed and approved by Owner. Minimum specification for the performance of the cameras shall be Brinno Model BCC200 or approved equal. The cameras' AVI file (1 frame per 15 minutes and 30-day maximum duration) shall be submitted with monthly Payment Applications. Cameras shall be operational within 10 calendar days of notice to proceed (NTP) and maintained until substantial completion of the Project. Cameras and appurtenances shall become property of the Owner at the conclusion of the Project.



## ARTICLE 29 - CONTRACTOR'S SHOP AND WORKING DRAWINGS

- a. Contractor to coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
- b. All Contractors are directed to the timeliness and critical importance of expediting the submittal process. Any lead times that may impact sequencing should be prioritized to meet the project schedule. The Owner must be notified if any delays arise that impact lead times.
- c. The Contractor shall coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that requires sequential activity.
- d. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- e. To avoid the need to delay installation as a result of the time required to process submittals and to allow sufficient time for submittal review, all initial product submittals, shop drawings shall be submitted for processing and within **forty-two calendar days** (42) days from the date of Notice to Proceed.
- f. The Contractor must allow the Owner **10 calendar days** (10) for initial review to achieve efficient construction sequencing. Allow additional time if the Owner must delay processing to permit coordination with subsequent submittals. If an intermediate submittal is necessary, process the same as the initial submittal. Allow ample time for reprocessing each submittal to achieve efficient construction sequencing.
- g. No extension of Contract Time will be authorized because of the Contractor's failure to transmit submittals to the Owner for processing sufficiently in advance of the scheduled Work.
- h. Shop drawings, product data and samples submitted for each item will be reviewed no more than two (2) times at the Owner's expense. Submittals failing to comply with the Contract requirements will be reviewed at times convenient to the Owner and the Owner's consultants and at the Contractor's expense, based upon a flat rate of \$75.00 per hour not to exceed \$600.00 for each subsequent re-submittal. The Owner reserves the right to deduct said reimbursement from the Contractor's periodic application for payment and the Contract Sum.
- i. The Owner's review and approval of submittals shall be held to limitations stated in the conditions of the Contract. In no case shall approval or acceptance by the Owner be interpreted as release of Contractor of responsibility to fulfill requirements of Contract Documents. No acceptance or approval of submittals, nor any indication or note marked by the Owner on submittals, shall constitute authorization for increase in Contract Sum. The Owner will stamp each submittal with an action stamp.
- j. As the timely submittal of samples, shop drawings, catalogue cuts and other related submittals is of paramount importance to the completion of the project within the stipulated time period, a contract value of 1% will be assigned to this effort. Upon receipt of the complete submittal package the General Contractor will be permitted to submit payment of this item with a value equal to 1% of the base bid contract amount.
- k. Show in large-scale any unique fabrication and setting requirements or any other specified areas seen as necessary or as directed by the Owner's Representative.



- l. Shop drawings shall indicate specification section and paragraph requiring items submitted.
- m. Contractor shall submit to the Owner's Representative a notarized certificate of compliance from the galvanizer with all galvanizing requirements including ASTM number and weight of coatings in ounces per square foot. Certificate of compliance shall also contain the following:
  1. Sole Source Responsibility: include statement that galvanizer accepts sole responsibility for coatings under this Article. Galvanizer who does not accept this responsibility is not acceptable and will be rejected.
  2. Quality Assurance: include evidence that Galvanizer meets requirements of ANSI Q90.
  3. Certificate of Compliance with Current Environmental Regulations: Galvanizer shall certify that coatings proposed for use comply with applicable environmental regulations. Contractor and Galvanizer shall be responsible for penalties assessed by governmental or environmental authorities for coatings that do not comply with current environmental regulations. All coatings shall be
  4. Lead-free.

#### **ARTICLE 30 - HISTORICAL, ARCHAEOLOGICAL OR ANTIQUE ITEMS**

- a. The Contractor during his excavation, site clearance and other operations may come upon, uncover or otherwise discover items of historical, archaeological or antique nature. The Contractor shall immediately stop operations at the particular site of the discovery and notify the Owner so that a proper evaluation may be made of its importance. The Owner shall arrange for the evaluation in a manner that shall not unduly interfere with the Contractor's operation.
- c. All such items, if designated by competent authority to be of historical, archaeological or antique nature shall not become the property of the Contractor but shall be placed in the custody of the Owner for disposition.
- c. The Contractor shall be required to remove with care or to assist in the removal of any such item or items and to transport the same to a place of safe keeping within the City. The costs for so assisting shall be reimbursed to the Contractor if approved by the Owner.

#### **ARTICLE 31 - PROVISIONS FOR PUBLIC SAFETY AND CONVENIENCE**

- a. Particular care shall be taken to establish and maintain such methods and procedures as will not create hazards. Access to all park facilities and shall be maintained in a reasonable and safe manner for the duration of the construction period.
- b. Every reasonable effort shall be made to reduce to a minimum any interference with or inconveniences to park operations and park patrons due to the construction work. Excavated material shall be trucked away and returned if the Owner deems it necessary and practical as a means for avoiding serious interference with and inconvenience to business concerns and abutters.
- c. The Contractor's attention is directed to the fact that the work on this project is to be performed within a recreation area and adjacent to park drives and walkways which are utilized by pedestrians, bikers, joggers and vehicles. The Contractor shall be responsible for the installation of adequate precautions and other safety measures and controls deemed necessary by the Owner in order to protect all park users.



- d. Any automotive equipment not protected by traffic cones that is operating on a public way under this project shall have one amber flashing warning light mounted on the cab roof or on the highest practical point of the machinery. This light shall be in operation while the equipment is so working.
- e. Trenches shall not be opened in park areas until all material and equipment required for the work are on the site and available for immediate use. The work at each trench shall be practically continuous, with the placing of utilities, backfill and patching (where applicable) of the surface closely following each preceding operation. When work is not in progress, trenches in areas subject to use by park patrons shall be covered with steel plates capable of safely sustaining all anticipated loads.
- f. The Contractor shall provide traffic signs, warning markers and other construction safety measures as necessary to maintain public safety and optimum traffic flow. Parking of personal vehicles will be prohibited in construction areas as directed.
- g. With suspension of construction activities during holidays, weekends and nights, the Contractor shall remove temporary traffic and/or safety control devices, as requested, and return them to their positions when work begins again. Payment for the installation and maintenance of appropriate safety provisions shall be included under the base bid price and no separate payment shall be considered.
- h. The Contractor shall without additional compensation be required to maintain access to the project area for fire apparatus and other emergency vehicles at all times.

### **ARTICLE 32 - PROTECTION OF EXISTING FACILITIES**

- a. All existing walks, pipes, conduits, poles, fences, stairways, curbing, walls, buildings, trees and other structures which are to remain in place shall be carefully supported and protected from injury by the Contractor without additional compensation and in case of injury they shall be restored by him without compensation therefore to as good condition as that in which they were found. The value of any trees damaged shall be determined in accordance with established practices of the American Association of Nurserymen or a Registered or Certified Arborist selected by the Project Manager. Limits of liability shall not be limited to the replacement with new and immature trees.
- b. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings, where required, for accommodation of travel and to provide access to private property during construction, and shall remove said structures thereafter.
- c. The location of prior existing utility systems is not known and therefore may not be shown on the drawings prepared for this project. The existence of utilities shall not be considered as an unusual obstacle, and the Contractor shall not be entitled to extra compensation for maintaining, protecting, or repairing these utilities. The Contractor shall use the exploratory excavation included in his contract price, whenever he/she or the Owner's representatives deem it necessary to verify, or prevent interruption of, existing services.

### **ARTICLE 33 - RECORD DRAWINGS - AS-BUILT**

- a. The Contractor shall cooperate with the Project Manager and shall prepare and maintain a set of drawings on which shall be recorded accurately, as the work progresses, the actual "as built" locations and dimensions of all his work, indicating thereon all variations from the Contract Drawings. This record of "as built" conditions shall include the work of all subcontractors and shall be submitted, upon final acceptance of all work, to the Project Manager and shall be



reviewed and updated at weekly meetings.

- b. Prior to final acceptance of the work, all "as built" data shall be transferred into digital Auto CAD 2005 format files provided to the Owner by the Contractor. This work shall be performed by the Contractor's Registered Land Surveyor with the cooperation of the Contractor as required. After review and approval by the Owner the record drawings will be completed and delivered to the Owner.

1. All geographic data must be submitted in a standard real-world coordinate system. The following coordinate system is required:

Projection:	Massachusetts State-plane Mainland
Datum:	NAD83
Fipszone:	2001
Units:	Feet
Spheroid:	GRS1980

2. All digital data must be delivered in the following format:

Autodesk AutoCAD dwg. format, and one of the following file formats:

ESRI Geodatabase  
ESRI Shapefile format  
ESRI Arc/Info Interchange File format (e00)  
Autodesk AutoCAD dxf format

3. All data must be clean of undershooting and overshooting arcs (dangles). Polygons must be snapped closed at nodes and lines must snap to one another at nodes.
4. All data must be thematically organized. There must be separate layers for road edges, road centerlines, buildings, streams, water and sewer mains, hydrants, easements, parcels, water bodies, etc. For example, if a stream is coincident with a parcel boundary that coincident line must appear in both the parcel layer and the stream layer. All data shown on the plan shall be submitted digitally.
5. Features, which contain a third, dimension or elevation data (z value) must have the elevation value within the attribute data. If elevation data is submitted in a CAD format then the value must be part of the feature (polyline).
6. Documentation:
  - A. A list of all files being submitted is required.
  - B. CAD data shall include metadata for each layer included within the file. This documentation will provide information on the source of the data, feature type (point, line, polygon, etc), source date, and a general description of what is shown on the layer(s).
  - C. GIS data submissions (e.g., mdb, shp file, e00 export) must include all items from B above as well as metadata for each of the feature's geographic data attributes. This will include a complete description of each attribute's definition as well as a description of what each of the attribute values mean for each field.
7. Documentation on the method/s used for data collection shall be submitted for all data deliverables.
8. Documentation on the horizontal and vertical accuracy shall be submitted for all data deliverables.
9. Text & Annotation:



- A. For CAD submissions, text must be placed in separate layers. Features must not be erased in order to accommodate the placement of text. Text layers must be thematically separate, meaning that text associated with hydrography should be placed on a single layer, while text pertaining to a parcel's ID number should be placed on yet another separate layer. For example, should there be text on a map defining a parcel's ID number and another piece of text defining a stream name, the deliverable to the town must include two (2) separate text layers, one for the parcel ID numbers and one for the stream names.
- B. Text associated with a GIS formatted data deliverable must be in one of four forms.
  1. A label attribute. This would be related to the feature's attribute fields as previously described above in Section 6.
  2. Annotation subclass. This would be separate annotation included within a feature data set as a series of text attribute tables (TAT).
  3. Annotation coverage (e00 export). This would be an entirely separate feature class containing text or annotation only.
  4. Feature linked annotation as prescribed in ArcGIS.
10. Pertaining to CAD formatted deliverables, features, which cross map sheets, must precisely match each other at the join line between the sheets; edge matching must be seamless.
11. All deliverables, data, text and/or documentation, must be submitted on either CD-ROM or DVD.
12. The Owner shall supply the Contractor with electronic files (AutoCAD) for the sole purpose of creating As- Built Drawings.
13. **As-built tasks shall be assigned a monetary value equal to 2 percent (2%) of total construction cost and be included as an item in the approved schedule of values.**
14. **Contractor shall submit the final approved as-built within 30 day of notice of substantial completion or approval of final payment application.**

#### **ARTICLE 34 - RUBBISH REMOVAL**

- a. The Contractor and each Subcontractor shall remove all rubbish, waste, tools, equipment, and appurtenances caused by and used in the execution of his work; but this shall in no way be construed to relieve the Contractor of his primary responsibility for maintaining the site clean and free of debris, leaving all work in a clean condition. The Contractor shall keep the site free of rubbish and construction debris at all times.
- b. The Contractor shall provide sufficient metal barrels or dumpsters into which all refuse and garbage shall be deposited. All containers shall have tight fitting covers. These shall be secured overnight or removed daily.
- c. At the end of each workweek, the Contractor shall thoroughly clean premises of rubbish and debris of any nature, and remove such from the premises.

#### **ARTICLE 35 - PROJECT CONSTRUCTION SIGN**

- a. Contractor will provide and temporarily install one monolithic 48" high X 96" wide X ¾" thick project sign and 2- 4"x 4" posts to identify the Project at a location to be determined in the field by the Owner.



- b. The Project sign shall conform exactly to the City of Worcester's DPW and Parks, Parks, Recreation and Cemetery Division's prototype projects sign including but not limited to: size, backer material, font style, size and relief, capitalization, color, weather proofing, fasteners and fastener locations.
- c. **Final Graphic and language will be provided by the Owner** (Background color is forest green, text is white). **Sample below is for reference only.**
- d. The Contractor shall include the cost of furnishing, post installation and removal of sign and posts in the total project costs.

## SPECIAL SPECIFICATIONS

### ARTICLE 36 – DEMOLITION, SITE EXCAVATION AND PREPARATION

- a. The work shall consist of excavating, removing and legal disposal of surplus if any, earth, boulders, masonry, existing pavements, building materials, footings, appurtenances and other materials encountered of whatever nature that is unsuitable for the construction and improvements of finished conditions. Excavated to the depth necessary to install according to the specifications, plans and details plans provided in the construction bidding documents.
- b. Location of existing utilities shall be verified before excavation commences. The Drawings are based on available utility record drawings and site observation.
- c. The excavation shall be carried out to such depths that sufficient materials will be left above the designated grade to allow for compaction to this grade. Should the Contractor, through negligence or other fault, excavate below the designated lines, he shall replace such excavation at his own expense. The Owner shall have complete control over excavation, moving, placing, and disposition of all material. All material determine to be unsuitable shall be disposed offsite at no additional cost to the Owner.
- d. The Contractor shall inform and satisfy himself as to the character, quantity, and distribution of all material to be excavated. No payment shall be made for any excavated material, which is used for purposes other than those designated or implied.
- e. If it is necessary in the process of the work to interrupt existing surface drainage, sewers, or to pass under drainage, conduits, utilities, or similar underground structures, or parts thereof, the



Contractor shall protect it or provide temporary services. The Contractor shall, at his own expense, satisfactorily repair all damage to such facilities or structures that may result from any of his operations or from negligence during the period of the Contract..

- f. No excavation shall be started until the Owner has approved the proposed area of construction.
- g. Excavation shall be performed at such places as are indicated on the Drawings, to the lines, grades and elevations shown or as directed by the Project Manager, and shall be made in such manner that requirements for the formation of the sub-grade can be followed. Unless directed otherwise any disturbed existing rimmed structures shall be adjusted flush to final adjacent grade.
- h. Existing pavements and base courses shall be carefully saw cut or core drilled and removed to the lines indicated and in a manner to obtain sound, vertical edges, and so as not to disturb or damage existing buildings, utilities, pavements, and base coats which are to remain.
- i. Unit pavers, such as granite brick and concrete, shall be carefully removed and stockpiled for reuse, if required.
- j. All excavations shall be opened using minimum, straight, parallel cuts through pavement and base materials, and other excavations opened using square or rectangular cuts or as directed to minimize removal while permitting regular, straight-line repair and patching.
- k. No excavation shall commence in any until the pavement covering the proposed excavation has been marked for cutting.
- l. Excavated areas shall be made safe for the residents at the end of each workday.
- m. Transport excavated materials, waste materials, trash, and debris and legally dispose of it off city property.
- n. Prevent, minimize and control groundwater and/or surface water to accumulate in excavations. Remove water to prevent the undercutting of footings and soil changes detrimental to the stability of sub-grades, foundations and granite, brick or concrete paving.
- o. Payment for site excavation and preparation work shall be considered incidental to the individual items installed. No separate payment shall be made for site excavation and preparation work. No separate payment shall be made for all labor, equipment, tools and incidentals necessary to complete the work to the satisfaction of the city, including transportation and disposal of excavated materials.
- p. It is the responsibility of the Contractor to verify the accuracy of all survey information provided by the Owner prior to commencing excavations or filling operations. Commencement of these operations constitutes acceptance of the survey information as appropriate to meet the intent of the Contract.
- q. Soil testing, if required, for all materials to be reused on-site or removed and disposed of offsite, shall be the responsibility of the contractor. The city reserves the right to obtain its own test results from the same sample as the contractor without penalties to the owner. The contractor is required to obtain a large enough sample to divide with the owner for this proposes.
- r. Transport excavated materials, waste materials, trash, and debris and legally dispose of it off city property.
- s. Surplus excavated material not needed as specified above shall be hauled away and disposed of by the Contractor at no additional cost to the Owner, at appropriate locations, and in accordance with arrangements made by him. Disposal of all rubble shall be in accordance with all applicable local, state and federal regulations.
- t. The Contractor shall comply with Massachusetts regulations (310 CMR 40.0032) that govern the removal and disposal of surplus excavated materials. Materials, including contaminated soils, having concentrations of oil or hazardous materials less than an otherwise Reportable Concentration and that are not a hazardous waste, may not be disposed of at locations where



concentrations of oil and/or hazardous material at the receiving site are significantly lower than the levels of those oil and /or hazardous materials present in the soil being disposed or reused.

- u. If required: In response to the State/ Federal imposed quarantine regarding the Asian longhorned beetle infestation, the protocol for handling and disposal of wood based materials within the project area by the contractor shall be to:
  - i. at a minimum, process all onsite vegetative, wood and cellulose based materials (trees, shrubs, root, stumps, branches, leaves, etc. **twelve inches and under in diameter** and designated for disposal) to a size of less than one inch as measured in two directions by approved mechanical means (wood chipper) prior to disposal/removal offsite. All other existing vegetative, wood and cellulose based products; tree trunks, stumps, branches etc., **greater than twelve inches, in diameter** and designated for removal/disposal shall be delivered to the current transfer station located within the City property limits.
  - ii. Contractor shall be responsible to comply with changes to the current quarantine protocols at the time the work is performed.

## ARTICLE 37 –NOT USED

## ARTICLE 38 - CAST IN PLACE CEMENT CONCRETE

- a. The scope of work under this article shall consist of furnishing all labor, materials, equipments, transportation, reinforcing, forming, finishing and curing of cast in place concrete for the construction of concrete pads, footings and walls for the structures and site improvements as specified herein and according to the plans and details shown in the construction drawings and the balance of any concrete construction necessary to completion of the project.
- b. Unless otherwise specified, all materials shall conform to the relevant provisions of Section 901, **Cement Concrete Masonry**, and Section M4, **Cement And Concrete Materials** of latest edition of The Massachusetts Department of Public Works Standard Specifications for Highways, Bridges and Waterways.
- c. At a minimum, concrete to be used shall be Class 4,000 PSI - minimum 28 day compressive strength, and cement content of 610 lbs per cubic yard for ¾” course aggregate. Concrete shall be discharged at site within 90-minutes after batching.
- d. All horizontal (pad) concrete construction shall be air entrained which shall be 4.5% to 7%, as determined by ASTM C231.
- e. Formwork shall be sufficient enough to resist pressure of the concrete without springing and tight enough to prevent leakage of mortar. Forms shall be staked, braced, or tied together to maintain their position and shape when concrete is compacted in place. Forms shall be clean and shall produce an even finish for exposed surfaces. Forms shall not be removed for at least twenty-four (24) hours after concrete has been placed, or longer if directed by Owner.
- f. Preformed expansion joint filler shall be non-extruding and resilient non-bituminous type conforming to AASHTO-M135.
- g. Reinforcing as required or pads shall be welded wire fabric, 6” X 6”, W1.4 X W1.4 gauge cold-drawn steel wires formed into a mesh and welded together at points of intersection in conformance with ASTM A-185-70. Welded wire fabric shall be furnished in mats and not in rolls.
- h. All references to ‘processed gravel’, ‘gravel borrow’, or ‘gravel’ shall conform to Article 38 Gravel Borrow.
- i. Curing and protection shall be accomplished by applicable optimum method specified in Section 901, **Cement Concrete Masonry**, and Section M4, **Cement And Concrete Materials** of latest



edition of The Massachusetts Department of Public Works Standard Specifications for Highways, Bridges and Waterways.

- j. The Contractor is responsible for the quality and strength of the concrete. Inferior concrete, including that damaged by frost action shall be removed and replaced at no additional cost to the Owner.
- k. The Contractor shall be responsible to repair or replace any concrete exhibiting deficient materials or workmanship within one (1) year of final acceptance.
- l. Payment for concrete and concrete work shall be considered incidental to the individual item in which the concrete is used. No separate payment shall be made for concrete work.

**ARTICLE 39 - GRAVEL BORROW**

- a. The scope of work under this article shall consist of furnishing all labor, materials, equipment and transportation required for placement and compaction of approved processed gravel according to the plans and details shown in the construction drawings and the balance of any sub base construction necessary to the completion of the project.
- b. All references to ‘processed gravel’, ‘gravel borrow’, or ‘gravel base’ shall conform to Article 39 Gravel Borrow.
- c. Gravel borrow shall consist of inert material that is hard durable stone and coarse sand, free from loam and clay, surface coatings and deleterious material. Gravel borrow containing recycled concrete material shall not be used in areas of pervious finish grade (i.e. ball fields, skinned, and lawns areas).
- d. Gradation requirements for gravel borrow shall be determined by AASHO-T11 and T27 and shall conform to the following:

<u>Sieve</u>	<u>Percent Passing</u>
2”	100
½”	50-85
No. 4	40-75
No. 50	8-28
No. 200	0-10

- e. Maximum size of stone in gravel shall be two (2) inches, largest dimension.
- f. Gravel shall be spread and compacted in layers not exceeding six (6) inches in depth compacted measurement and all layers shall be compacted to not less than ninety-five percent (95%) of the maximum dry density of the material as determined by the Standard AASHO Test Designation T99 compaction test Method C at optimum moisture content.

**ARTICLE 40 – NOT USED**



## ARTICLE 41 - WPRC DIVISION CHAIN LINK FENCE FRAMEWORK AND FABRIC – For Reference Only

### General

1. This work includes the installation of galvanized, aluminized and polymer coated fence framework and fabric of various heights in accordance with these specifications and in conformity with the details, lines and grades shown on the plans or established.

### Construction Requirements

1. Locate and install all posts in concrete (4000 psi at 28 days), with minimum depth of 48 inches below finish grade and minimum diameter of twelve inches or four times the diameter of post, whichever is greater. Typical spacing of post shall be 120 inches max on center. Typical spacing of post on the precast concrete wall shall be the middle of top “anchor” block (Designed spacing of 92 inches O.C.). Refer to plans for post concrete footing depth and size for batting cage, bullpen, backstop and netting framework. Install plumb and true to line and grade and to the height as indicated within the drawings. All posts shall have continuous horizontal rails at the top, middle (for fence height greater than 72 inches), and bottom. In addition, all end and corner posts shall be braced to the nearest line post with center brace rails. Outside sleeve type top rail couplings shall be placed a maximum of twelve (12) inches from posts.
2. Chain link fence shall have continuous top and bottom rails. Refer to plans for rail layout for batting cage, bullpen and backstop and netting framework. Top and bottom edge of fence fabric shall have knuckled edges. Fabric shall be stretched uniformly taut and as tight as possible, true to line and grade and complete in all details. Install tension bars at corners.
3. All chain link fence fabric shall be fastened on the outside of the posts unless directed otherwise by the Owner. The fabric shall be properly stretched and securely fastened to the posts and between posts the top and bottom of the fabric shall be fastened to the horizontal braces as specified, herein. The fabric shall be fastened to end and corner posts with tension bars and stretcher bar bands spaced at one (1) foot intervals.
4. Fabric shall be aligned so that top and bottom shall extend one half the height of the “diamond” beyond outer edge of top and bottom of the horizontal rail. The fabric shall also be one (1) inch maximum above finish grade. The fabric shall be tied (as per item 5 below) to all line posts, top, middle and bottom rails every six (6) “diamonds” as measured horizontally or vertically. Overlapping fence fabric sections shall overlap one full height of the “diamond” and be centered on the horizontal rail.
5. All fabric, shall be fastened to all line posts and horizontal rails with 0.020" thickness, 200/300 series stainless steel ½" wide bands, with a minimum breaking strength of 850 lbs., 1/2" band capacity ear-lokt design buckles to be manufactured with 0.050" thick material, 201/301 series stainless steel. Fabric for bleachers shall be attached at each vertical post only, three bands per post. All bands shall be pulled tight and raw ends of steel bands shall be secured in buckle by folding ear tabs around steel bands as per manufacturer's recommended installation procedure. No sharp edges shall protrude from band-it buckles.

### Materials

Fabric, posts, gate frames, gate hinges, gate stops, braces, rails, stretcher bars, truss rods, post caps, stretcher bar bands, tension wire shall and other parts shall be of steel, pressed steel or approved equal except that post tops and rail ends may be of aluminum. **No malleable iron, ductile iron materials will be accepted.** The Contractor shall supply a notarized mill certification from manufacturer that all materials used have been tested and fully comply with the specifications specified herein.



1. Fabric: The fabric shall consist of No. 9 gauge (0.148 inch core) wire, 2-inch diamond mesh typical and 1.75-inch diamond mesh for fabric adjacent to tennis courts. All fabric shall be knuckled at both selvages. Public side of fabric shall be installed in accordance with the Owner's direction. The height of the fabric as shown on details shall be typically one piece unless directed otherwise by Owner. Fabric for bleachers will be as per manufacturer's standard.
  - (a) *Galvanized /Aluminized Coated Fabric*: All materials used shall conform to the requirements of ASTM A392 Class-2, or ASTM A491. Except aluminum alloy items, shall conform to ASTM-B211, B221 and B429.
  - (b) *Polyvinyl Chloride (PVC) Coated Fabric*: Fence fabric shall be zinc coated in accordance ASTM A392 Class-1 or aluminum-coated in accordance with ASTM A 491(TABLE 3). PVC coating shall be applied in accordance with ASTM F668 Class-2a. The color of the fabric shall be black and in accordance with ASTM F934.
  
2. Framework: Type II, Group IC round steel pipe (electric resistance welded), cold-formed as per ASTM F1043-00 Standard, with minimum yield strength of 50,000 psi. The external zinc coating shall be Type B, zinc with polymer film, 0.90 oz / sq. ft, minimum zinc coating with a chromate conversion and a verifiable polymer film. The internal coating shall be Type B, zinc 0.90 oz./sq.ft. Minimum or type D, zinc pigmented, 81% nominal coating with 0.30 mils minimum thickness. Gate framework joints shall be welded and coated in accordance with Practice A780, employing zinc-rich paint. Refer to plans for framework sizes for batting cage, bullpen, backstop and netting framework.
  - (a) End, Corner and Pull Post. Galvanized steel, physical pipe dimension and weights as follows:
    - (1) Up to 12-foot fabric height: 2.875-inch OD pipe, 4.64-lbs. /lin. ft.
    - (2) For basketball and tennis courts: 4.000-inch OD pipe, 6.56-lbs. /lin. ft.
    - (3) For combo batting cage/bullpen and backstop: 4.000-inch OD pipe, 6.56-lbs. /lin. ft.
    - (4) Maximum Spacing between all posts is 10'- 0" On Center.
  - (b) Line Posts. Galvanized steel, physical pipe dimension and weights as follows:
    - (1) Up to 12-foot fabric height: 2.375-inch OD steel pipe, 3.12-lbs. /lin. ft.
    - (2) For basketball and tennis courts: 2.875-inch OD pipe, 4.64-lbs. /lin. ft.
    - (3) For combo batting cage/bullpen and backstop: 4.000-inch OD pipe, 6.56-lbs. /lin. ft.
    - (4) Maximum Spacing between all posts is 10'- 0" On Center.
  - (c) Gate Posts. Galvanized steel, single gate widths, physical pipe dimension and weights as follows:
    - (1) Up to 6-feet: 2.875-inch OD pipe, 4.64-lbs./linear ft.
    - (2) Over 6-feet to 13 feet: 4.0 inch OD pipe, 6.56-lbs./ linear ft.
    - (3) Gate frames as per ASTM F 900-94.
  - (d) Rails (Top, middle and bottom rails): Galvanized steel, manufacturer's longest lengths joined by six-inch (6") long sleeves, rail shall run continuously along top of fence. Bottom rail shall be joined at line posts with boulevard clamps. Minimum pipe sizes and weights as follows:
    - (1) 1.660-inch OD pipe, 1.82-lbs. /lin. ft. minimum.
    - (2) **Top, Bottom, Middle and Intermediate rails are required for fencing at basketball and tennis courts.**
  - (e) Couplings: Expansion types, approximately 6-inch long, install one sleeve for each 500 foot run. Standard couplings are installed at each rail end to form one continuous top rail.



(f) Attaching Devices: Provide fittings for attaching top rail securely to each gate corner pull and end post.

(g) Sleeves: Galvanized steel pipe not less than 6 inches long and with inside diameter not less than 1/2-inch greater than outside diameter of the post pipe. Provide steel plate closure welded to bottom of sleeve of width and length not less than 1-inch greater than outside diameter of sleeve.

(h) Post Brace Assembly: Manufacturer's standard adjustable braces at end of gateposts and at both sides of corner and pull posts. Provide horizontal brace located at mid-height of fabric. Use same material as top rail for brace, and truss to line posts with 3/8-inch diameter galvanized steel truss rods and adjustable tightener.

(i) Post Tops: Galvanized steel, weather-tight closure cap for each tubular post. Furnish caps with openings to permit passage of top rail.

(j) Tension Bars: Galvanized steel, one piece lengths equal to full height of fabric, with minimum cross-section of 3/16 inch x 3/4 inch. Provide tension bar for each gate and end post, and two for each corner and pull post. Stretcher Bar Bands will be manufacturer's standard.

(k) Gate Cross-Bracing: 3/8-inch diameter galvanized steel truss rods and adjustable tightener.

(l) Non-Shrink, Non-Metallic Grout: Premixed, factory-packaged, non-corrosive, non-staining, non-gaseous, exterior grout approved by the Engineer.

(m) Single and Double Swinging Gate and Hardware: Swing gates and hardware shall be manufactured to meet the requirements of ASTM F900. Unless indicate otherwise, and to meet ADA requirements, the minimum clear opening for all single gates (as measure with gate perpendicular to framework) shall be 36 inches.

(1) Hinges. Industrial butt hinges, size and material as required for the gate size. Non-lift-off type, offset to permit 180 degree gate opening. Provide one pair of hinges for each leaf, gates eight feet and taller in nominal height shall have three hinges per leaf. Spot-weld to post and paint (non polymer coated), to prevent rotational movement.

(2) Latch (for both single and double gates). Pressed steel, industrial series gate latch, straight fork type, provide latch catch for double gates, designed to permit operation from either side of gate, with padlock eye as integral part of latch catch. Provide two latch and catch for double gates. All gates shall be equipped with one gate stop.

(n) Sleeves if required for fence shall be galvanized steel pipe conforming to ASTM F1043 sizing as required to accommodate posts.

### **Polymer Coated Framework**

Shall meet the above-mentioned specification for materials. The framework shall be subjected to a complete thermal stratification coating process (multi-stage, high-temperature, multi-layer) including, as a minimum, a six-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The material used for the base coat shall be a zinc-rich (gray color) thermosetting epoxy; the minimum thickness of the base coat shall be two (2) mils. The material used for the finish coat shall be a thermosetting "no-mar" TGIC polyester powder; the minimum thickness of the finish coat shall be two (2) mils. The stratification-coated pipe shall demonstrate the ability to endure a salt-spray resistance test in accordance with ASTM B117 without loss of adhesion for a minimum exposure time of 3,500 hours. Additionally, the coated pipe shall demonstrate the ability to withstand exposure in a weather-ometer apparatus for 1,000 hours without failure in accordance with ASTM D1499 and to show satisfactory adhesion when subjected to the crosshatch test, Method B, in ASTM D3359. The polyester finish coat shall not crack, blister or split under normal



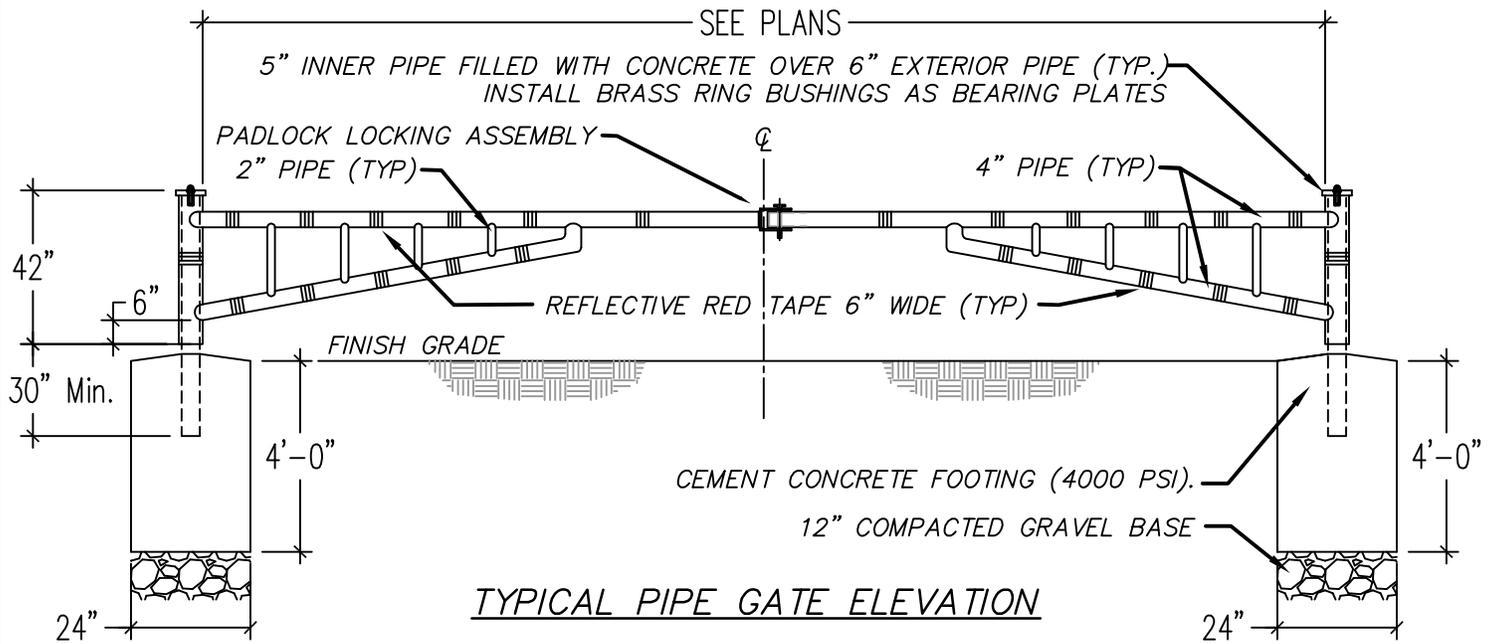
use. Painted framework and accessories are not acceptable, welded joints shall be top-coated to match frame color. Color of the polymer coated framework and accessories shall be black and in accordance with ASTM F934.

#### **ARTICLE 42 - ATTACHMENTS**

- D-1, WPRC Standard Wood Guardrail
- D-2 Not Used
- D-3 WPRC Standard Pipe Gate
- Order of Condition (20 Pages)

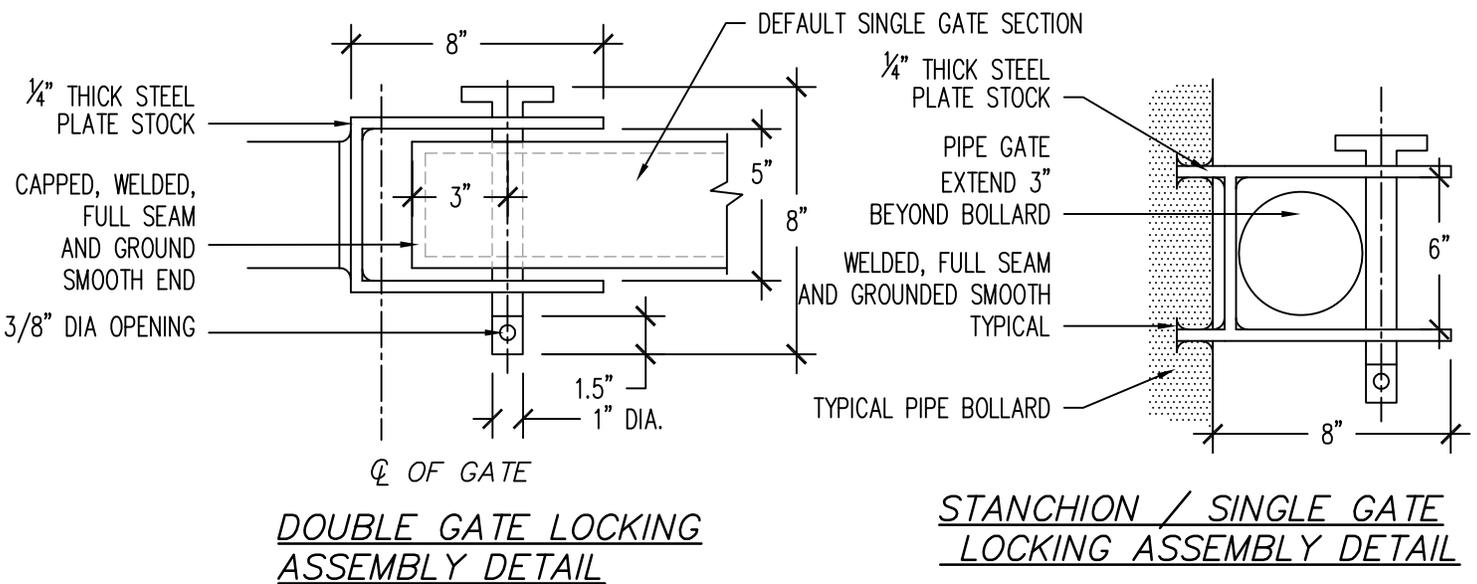
**End of Special Conditions and Specifications**





**GENERAL NOTES:**

1. Steel pipe for gates shall be seamless steel pipe in accordance with ASTM 53 type F.
2. All hardware shall conform to ASTM A307 requirements and shall be galvanized per ASTM A153.
3. Welding shall be in conformance with AWS codes. All connections shall be formed with fish-mouthed joints full seam welds, grounded smooth and sanded.
4. All gates shall be set plumb and level. Concrete footings shall be installed using approved formwork and rebar spacing (if required). Submit shop drawing for approval/review.
5. Gate must be free to open a min. of 95° from closed position.
6. Gate to be primed, enameled and painted. Paint type to be approved by owner. Color is Black.



Dept. Of Public Works & Parks  
Capital Projects Division  
ROBERT C. ANTONELLI, JR.  
Assistant Commissioner

Parks Division Standard  
Single or Double Pipe Gate Detail  
Not To Scale

D-3





**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands  
**WPA Form 5 – Order of Conditions**

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

Provided by MassDEP:  
349-1267  
MassDEP File #

eDEP Transaction #  
Worcester  
City/Town

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

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

Worcester

a. County

21136

c. Book

b. Certificate Number (if registered land)

288

d. Page

7. Dates: 1/24/20 4/13/20 4/21/20  
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):

Coes Park, Parking Lot Expansion

a. Plan Title

Weston & Sampson

b. Prepared By

1/24/20

d. Final Revision Date

James I. Pearson, P.E.

c. Signed and Stamped by

1:20

e. Scale

NOI Application Materials, including Stormwater Report

f. Additional Plan or Document Title

January 2020

g. Date

**B. Findings**

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

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

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

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

**Approved** subject to:

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



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

**WPA Form 5 – Order of Conditions**

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

Provided by MassDEP:  
349-1267  
MassDEP File #

eDEP Transaction #  
Worcester  
City/Town

**B. Findings (cont.)**

Denied because:

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

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

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	_____ 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 checked="" type="checkbox"/> Bordering Land Subject to Flooding	21,002 _____ a. square feet	21,002 _____ b. square feet	21,002 (in place) _____ c. square feet	21,002 _____ d. square feet
Cubic Feet Flood Storage	0 _____ e. cubic feet	0 _____ f. cubic feet	+16.2 _____ g. cubic feet	+16.2 _____ 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



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

**WPA Form 5 – Order of Conditions**

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

Provided by MassDEP:

349-1267

MassDEP File #

eDEP Transaction #

Worcester

City/Town

**B. Findings (cont.)**

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

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



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands  
**WPA Form 5 – Order of Conditions**

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

Provided by MassDEP:  
349-1267  
MassDEP File #

eDEP Transaction #  
Worcester  
City/Town

**B. Findings (cont.)**

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

23.  Restoration/Enhancement \*:

\_\_\_\_\_ a. square feet of BVW

\_\_\_\_\_ b. square feet of salt marsh

24.  Stream Crossing(s):

\_\_\_\_\_ 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 \_\_\_\_\_ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



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

**WPA Form 5 – Order of Conditions**

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

Provided by MassDEP:

349-1267

MassDEP File #

eDEP Transaction #

Worcester

City/Town

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

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

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]  
"File Number            349-1267 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



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

**WPA Form 5 – Order of Conditions**

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

Provided by MassDEP:  
349-1267

MassDEP File #

eDEP Transaction #

Worcester

City/Town

**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;



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

**WPA Form 5 – Order of Conditions**

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

Provided by MassDEP:

349-1267

MassDEP File #

eDEP Transaction #

Worcester

City/Town

**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.



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

**WPA Form 5 – Order of Conditions**

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

Provided by MassDEP:

349-1267

MassDEP File #

eDEP Transaction #

Worcester

City/Town

**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 Attachment A.**

- 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.



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

**WPA Form 5 – Order of Conditions**

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

Provided by MassDEP:

349-1267

MassDEP File #

eDEP Transaction #

Worcester

City/Town

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

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

2. The City of Worcester 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:

City of Worcester Wetlands Protection Ordinance & Regulations

COW GRO

1. Municipal Ordinance or Bylaw

Part 1. Ch. 6.

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:

City of Worcester Wetlands Protection Ordinance & Regulations

COW GRO

1. Municipal Ordinance or Bylaw

Part 1. Ch. 6.

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 Attachment A.**

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**ATTACHMENT A**  
**Worcester Conservation Commission**  
**Special Order of Conditions**

City of Worcester Wetlands Protection Ordinance & City of Worcester Wetlands Protection Regulations  
(City of Worcester Revised Ordinance Part I, Chapter 6)

And

Massachusetts General Laws, Chapter 131, §40 - Massachusetts Wetlands Protection Act

**140 Mill Street and 30 Coes Street (CC-2020-008)**

**Project Description:** To construct a parking area, sidewalk, and stormwater system, removal of an earthen mound, and associated site work. To occur within Bordering Land Subject to Flooding with no fill to occur and within 100' buffer to bank and Bordering Vegetated Wetland.

**Waivers Granted:** N/A

**Table of Contents:**

I. Conditions to Meet Prior to and During Construction .....	2
II. Conditions to Meet Before the Start of Any Activity .....	2
III. Stormwater Management System.....	3
IV. Conditions to Meet During Construction .....	3
V. Conditions to Meet at Completion of Project .....	5
VI. General Conditions.....	6

**Notes:**

- **Office of the Commission** is located at the Division of Planning and Regulatory Services (455 Main Street 4<sup>th</sup> floor, Worcester, MA), which can be contacted by e-mailing [planning@worcesterma.gov](mailto:planning@worcesterma.gov) or calling 508-799-1400 ext. 31440.
- **Asterisked (\*) conditions** are standard conditions of approval for all projects.
- **Wetland or Bank Flagging** – Prior to construction, wetland and/or bank flags shall be installed and left in place for entirety of project.
- **Pre-Construction Conference** is required.
- **Fill and Flood Storage** – No additional fill shall be added on site. If filling is required, the applicant shall return to the Conservation Commission for approval of changes and provide Compensatory Storage as required under 310 CMR 10.57.
- **Deeded Conditions** – Conditions 35, 47, and 51 shall extend beyond the Certificate of Compliance, in perpetuity, and shall be referred to in all future deeds to this property.

## **I. Conditions to Meet Prior to and During Construction**

21. Person Responsible for Compliance with the Order of Conditions\* – A person shall be designated to be responsible to monitor compliance with the Order of Conditions. Their name and contact information (24/7) shall be provided to the Office of the Commission prior to start of any activity. This person shall conduct:
  - a) periodic inspections to assure the adequacy and continued effectiveness of erosion and sediment controls;
  - b) inspections of said controls following 0.5-inch or greater rain events, or after a heavy snow melt.
22. Contract\* - This Order of Conditions and all approved plans shall be included as part of any contract and subcontract and shall be posted in a prominently displayed location in the supervisory office on site during all phases of construction.
23. Notification\* - The applicant shall notify the Office of the Commission a minimum of 48 hours prior to the start of any activity.
24. Wetland or Bank Flagging – Prior to construction, wetland and/or bank flags shall be installed along the resource area boundary, and shall remain in place during and after construction until approved for removal through the issuance of Certificate of Compliance for the entire project.

## **II. Conditions to Meet Before the Start of Any Activity**

25. Stormwater Management System Maintenance – Prior to the start of any activity, the applicant must submit in writing the name, address and telephone number of the party responsible for ongoing maintenance of the stormwater management system components.
26. Stormwater Pollution Prevention Plan (SWPPP)\* – That one (1) copy of the SWPPP submitted to the EPA in compliance with the NPDES permit requirements, if applicable, shall be provided to the Office of the Commission prior to commencement of work.
27. Tree Cutting\* – Tree cutting is allowed following installation of erosion and sediment controls; otherwise, it may be allowed, prior to such installation, with the explicit permission of the Commission or its Agents.
28. Trees To Remain\* – All trees to remain post construction shall be marked on site as shown on the approved plan so that the Commission or its representative can verify them before any clearing takes place.
29. Pre-Construction Conference\* -
  - a) The Conservation Commission or its Agents shall conduct a pre-construction conference prior to commencement of activities in each phase of the project. Phasing, if any, shall conform to the approved plans.
  - b) The property owner / applicant and any person performing work that is subject to this Order are responsible for understanding and complying with the requirements of this Order, the Wetlands Protection Act, 310 CMR 10.00 and City of Worcester Wetlands Protection Ordinance and Regulations. Said persons shall acknowledge such in writing prior to commencement of activities.
30. Inspections Prior to Site Preparation and Site Work\* - Erosion and sediment controls shall be installed and verified, in compliance with final approved plans, by the Commission or its Agents prior to the commencement of any excavation, grubbing and/or stumping of vegetation, grading, construction, or other site preparation.
31. Construction Schedule - Submit a Construction Schedule consistent with Work Sequencing plans provided to the Office of the Commission prior to the start of any activities.

32. Demarcation of Limit of Work – For areas of work within the 100 foot buffer to a bordering vegetated wetland/bank, prior to construction, the contractor shall stake out the 15 foot Worcester Wetlands Protection Ordinance no-disturb buffer or limit of work, whichever is further from the bordering vegetated wetlands, using an orange snow/construction fence to demarcate the no-disturbance zone during construction in order to prevent encroachments beyond the approved limit of work and prevent resource area impacts.

### III. Stormwater Management System

33. Catch Basins\* –

- a) The paved roadways and parking lots shall be bermed and shall be installed with standard City of Worcester catch basins.
- b) Prior to start of activity on site that causes soil erosion and sedimentation, catch basin filter traps shall be installed in the existing and new catch basins.
- c) Catch basins shall be cleaned as warranted during construction to keep them clear of sediment, and minimum twice a year thereafter.

34. Construction Timing – The stormwater management detention basin and all associated drainage piping, inverts, and outlets as proposed in the project plans shall be constructed and be operating as designed prior to any other construction related activity on the site.

35. Stormwater Management System Maintenance\* – The stormwater management system shall be maintained in accordance with the approved design plans and Operation and Maintenance Plan on file with the Office of the Commission. The system shall be maintained in good hydraulic condition (e.g. any accumulated silt/sediment shall be removed; the system shall be kept free of any litter, refuse, or other extraneous matter, etc.). This condition shall extend in perpetuity beyond the issuance of the Certificate of Compliance.

36. Retention Basin Vegetation -

- a) The stormwater retention basin shall be vegetated as shown in the approved plans to ensure optimal removal of pollutants associated with stormwater runoff.
- b) The system shall be maintained in good hydraulic condition (e.g. any accumulated silt/sediment shall be removed; the system shall be kept free of any litter, refuse, or other extraneous matter, etc.). If system maintenance disturbs any wetland plant species, the basin shall be revegetated as soon as possible with the same species.
- c) The system shall be monitored for the presence of invasive species during regular inspections, and shall be removed, if found.

### IV. Conditions to Meet During Construction

37. Limit of Work\* – No removal, filling, dredging or altering of jurisdictional areas shall take place outside the approved work under this Order of Condition.

38. Work Sequencing\* – Activities shall take place in accordance with all phasing and sequencing shown on the plan and/or provided in the application materials on file with the Office of the Commission and shall follow any lot opening restrictions otherwise provided herein.

39. Erosion Stabilization -

- a) Erosion and Sediment Controls\* - All erosion and sediment controls shall be monitored, maintained, and adjusted for the duration of the project to prevent adverse impacts to jurisdictional areas. Additional erosion and sediment controls may be utilized on site as needed.

- b) Off Site Impacts\* - There shall be no off-site erosion, flooding, ponding, or flood-related damage from runoff caused by the project activities.
- c) Unanticipated Drainage or Erosion\* - The applicant shall control any unanticipated drainage and/or erosion conditions that may cause damage to jurisdictional areas and/or abutting or downstream properties. Said control measures shall be implemented immediately upon need. The Office of the Conservation Commission shall be notified if such conditions arise and of the measures utilized.
- d) Soil Stabilization due to Delay in Work\* - If there is an interruption of more than 10, but less than 60 days between completion of grading and revegetation, the applicant shall sow all disturbed areas with annual rye grass to prevent erosion. If soils are to be exposed for longer than 60 days, a temporary cover of rye or other grass should be established following US Soil Conservation Services procedures, as recently amended, to prevent erosion and sedimentation. Once final grading is complete, loaming and seeding of final cover should be completed promptly.
- e) Grading of Slopes\*-
  - i. >40% Slope – Slopes shall not exceed those specified in the plans approved by the Conservation Commission. Any slope equal to or greater than 40% (1 vertical to 2 1/2 horizontal) shall be stabilized with erosion control matting.
  - ii. <40% Slope – Final grades of vegetated areas shall not exceed a slope of 1 vertical to 2 1/2 horizontal (40%) and shall be stabilized to prevent erosion, particularly during the construction period.
- f) Stockpiling – No stockpiling shall occur on site within Bordering Land Subject to Flooding.
- g) Site Stabilization Prior to Winter\* - Prior to winter, exposed soils shall be stabilized (e.g. with demonstrated vegetative growth, impermeable barriers, erosion control blankets, etc.).

40. Invasive Insects\* -

- a) Plantings – No trees to be planted shall be species susceptible to the Asian Longhorned Beetle or Emerald Ash Borer.
- b) Wood Removal – All tree, brush & wood removal shall adhere to the most recently amended requirements set forth by the Massachusetts Department of Conservation & Recreation for any project located in the Asian Longhorned Beetle Quarantine Zone.

41. Dust Control\* - Provisions for dust control shall be provided during all construction and demolition activities. Such provisions shall be conducted in compliance with all City of Worcester Water Use Restrictions, if in effect, during such activities.

42. Dewatering\* – If dewatering is required,

- a) Notice of such activities shall be given to the Office of the Commission within 24 hours of commencement;
- b) There shall be no discharge of untreated dewatered stormwater or groundwater to jurisdictional areas either by direct or indirect discharge to existing drainage systems;
- c) Any discharge to surface waters or drainage structures must be visibly free of sediment;
- d) To the maximum extent practicable, proposed dewatering activities should be located outside of the 100' buffer. If such activities must be located within the 100' buffer, they shall be monitored at all times when the pumps are running;
- e) Dewatering activities shall be confined within an area of secondary containment at all times.

43. Cement Truck Washing - Cement trucks shall not discharge washout effluent directly to any resource area, the 30' buffer thereto, or into any drainage system. Designated washout areas shall be located out of the 100 buffer zone to any wetland.
44. Equipment/Material Placement - No equipment or materials are to enter or be placed in the wetland, bank, or land under water at any time.
45. Fill and Flood Storage – No additional fill shall be added on site. If filling is required, the applicant shall return to the Conservation Commission for approval of changes and provide Compensatory Storage as required under 310 CMR 10.57.
46. Spill Prevention\* -
  - a) No fuel, oil, or other pollutants shall be stored in any resource area or the buffer zone thereto, unless specified in this Order;
  - b) No refueling shall take place within resource areas or 100-ft to a resource area;
  - c) The applicant shall take all necessary precautions to prevent discharge or spillage of fuel, oil or other pollutants onto any part of the site;
  - d) A spill kit shall be present on site at all times.
47. Fertilizers – For any portion of the lot located in the buffer zone, the Commission will allow the use of fertilizers only during the construction phase in order to establish vegetation in order to stabilize slopes as quickly as possible.

#### **V. Conditions to Meet at Completion of Project**

48. Site Stabilization\* - All disturbed areas shall be properly stabilized with well-established perennial vegetation or other approved methods before the project is considered complete.
49. Erosion and Sediment Controls\* - Erosion and sediment controls shall not be removed from the site until all disturbed areas have been stabilized with final vegetative cover and approval has been received from the Commission or its Agents to do so. The controls must then be removed within two weeks of receipt of that certification.
50. Certificate of Compliance\* - Upon completion of the project, the applicant shall request in writing a Certificate of Compliance from the Commission. If the project has been completed in accordance with plans stamped by a registered professional engineer, architect, landscape architect, or land surveyor, certification must include a written statement by such professional certifying the same.
  - a) A certified as-built plan-of-land shall be provided showing final grades with one 1' contours, all resource areas, and all constructed improvements;
51. Snow Storage – At no time shall snow be stored or stockpiled within 30' of a bordering vegetated wetland or bank, a stormwater basin, or compensatory storage area.
52. Deed Condition – Conditions numbered 35, 47, and 51 shall extend beyond the Certificate of Compliance, in perpetuity, and shall be referred to in all future deeds to this property.

## VI. General Conditions

53. Change in Ownership\* - If a change in ownership takes place while this Order is still in effect, it is the responsibility of the new owner to notify the Commission of the change and to provide the name of the person responsible for compliance with the Order.
54. Conservation Agent's Power to Act\* - With respect to all conditions, except \_\_\_\_\_, the Conservation Commission designates the Conservation Agent, as its Agent with full powers to act on its behalf in administering and enforcing this Order, unless the Agent determines approval from the Commission is appropriate.
55. Right to Inspect\* - A member of the Conservation Commission or its Agent may enter and inspect the property and the activity that are the subjects of this Order at all reasonable times, with or without probable cause or prior notice, and until a Certificate of Compliance is issued, for the purpose of evaluating compliance with this Order (and other applicable laws and regulations).
56. Changes to the Plan or Errors & Omissions\* -
- (a) If any plan, calculation, or other data presented to the Office of the Commission is in error or have omissions, and are deemed significant by the Commissioners or their Agents, all work will stop at the discretion of the Commission, until the discrepancies have been rectified to the Commission's satisfaction.
  - (b) The applicant must notify the Commission in writing of any changes in the plans or implementation of the proposed activity where mandated by any local, state, or federal agencies having jurisdiction over the proposed activity. If, in the opinion of the Commission, any changes in the plans or implementation of the proposed activity so require, then the Commission may modify, amend or rescind this Order in a way consistent with:
    - M.G.L. Chapter 131, Section 40,
    - 310 CMR 10.00, *Wetlands Protection*,
    - the City of Worcester's *Wetlands Protection Ordinance*, and
    - the Commission's *Wetlands Protection Regulations*
- If any provisions of any conditions, or application thereof is held to be invalid, such invalidity shall not affect any other provisions of this Order. If the Commission deems that a proposed change is major or substantial, a new hearing may be required.
57. Liability\* - The applicant shall indemnify and save harmless the Commonwealth, the City of Worcester, the Conservation Commission, and its Agents against all sites, claims or liabilities of every name and nature arising at any time out of or in consequence of the acts of the Commission or its Agents in the performance of the work covered by this Order and/or failure to comply with the terms and conditions of this Order whether by itself or its employees or subcontractors.



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

**WPA Form 5 – Order of Conditions**

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

Provided by MassDEP:  
349-1267  
MassDEP File #

eDEP Transaction #  
Worcester  
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.

4/21/20

1. Date of Issuance

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

6

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

2. Number of Signers

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

The names typed below represent the intent to sign the foregoing document in accordance with MGL Chapter 110G §9. In addition, Pursuant to DEP's Guidance to Conservation Commissions for Submissions During Mass DEP Office Closure (issued March 28, 2020), this Order will be emailed to the appropriate MassDEP Regional Office using the format indicated in DEP's Guidance Document.

Duly authorized by Ch.110G and recorded at Worcester Registry of Deeds in Book 62537 Page 329.

Signatures:

Joseph Charpentier

Devin Canton

Christian Escobar

Azal Khaled

Amanda Amory

Sarah French

by hand delivery on 4/21/20;

by certified mail, return receipt requested, on

modified e-signature 6/10/20

Date

Date

**F. Appeals**

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

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

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



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

**WPA Form 5 – Order of Conditions**

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

Provided by MassDEP:

349-1267

MassDEP File #

eDEP Transaction #

Worcester

City/Town

**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.

Conservation Commission

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

To:

Conservation Commission

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

Project Location

MassDEP File Number

Has been recorded at the Registry of Deeds of:

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

DEP File Number:

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

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

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**A. Request Information**

1. Location of Project

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

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

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

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

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

\_\_\_\_\_  
Name

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

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

\_\_\_\_\_  
State

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

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

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

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

\_\_\_\_\_  
Name

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

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

\_\_\_\_\_  
State

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

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

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

4. DEP File Number:

\_\_\_\_\_

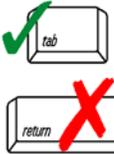
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**B. Instructions**

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

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

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





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

DEP File Number:

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

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

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**B. Instructions (cont.)**

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

Department of Environmental Protection  
Box 4062  
Boston, MA 02211

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