

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Regular Meeting 6:30 P.M.

Monday January 11, 2021

REMOTE PARTICIPATION ONLY

OPEN PUBLIC FORUM – NEW STEPS – PLEASE READ

1. First, send an email [to comment@town.harwich.ma.us](mailto:tocomment@town.harwich.ma.us) (send emails at any time after the meeting agenda has been officially posted)
 - a. In the subject line enter "request to speak, your name"
 - b. In the body of the email please indicate which specific agenda item you wish to speak on. No further detail is necessary.
2. The meeting will close to new attendees promptly at the scheduled start time for the meeting, generally 6:30pm. It will remain closed to new attendees until agenda items with scheduled speakers are reached. This is to minimize interruptions. You may join prior to (6:30) or when the meeting has been opened up. You may participate using your computer and the GoToMeeting interface or simply using your phone. Connection information can be found below.
3. After the Chairman has opened the floor to those wishing to speak callers will be taken in the order the emails are received.

Use *6 to mute and unmute your phone

When you join the meeting by phone you should turn off Channel 18 or your computer if streaming the meeting.

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/481874997>

You can also dial in using your phone.

United States: +1 (872) 240-3212

Access Code: 481-874-997

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **WEEKLY BRIEFING**

A. COVID-19 Updates

B. Update on ongoing efforts by the Town in support of the business community

IV. **PUBLIC COMMENTS/ANNOUNCEMENTS**

V. **ANNUAL COMMITTEE PRESENTATIONS**

A. Community Preservation

B. Conservation Commission

C. Board of Appeals

VI. **CONSENT AGENDA**

A. Vote to approve the resignation of Leo G. Cakounes as Town of Harwich Representative to CVEC Board – effective immediately

B. Vote to approve the Interim Town Administrator's recommendation to grant permission of NSTAR Electric Company D/B/A Eversource Energy for the purpose to install approximately 1620' of conduit and 4 manholes in town road. From Manhole labeled 10/040 on corner of Gilbert Lane to Pole #28/57 on South Street and to install approximately 1250' of conduit and cable and 4 manholes on town road. From Manhole labeled 10/040 at intersection of South Street to Pole #107/6 on Gilbert. As indicated on Plan #4079745

VII. **NEW BUSINESS**

A. Discussion – Monomoy Regional School District FY 2022 draft budget

B. Discussion – Cape Cod Regional Technical High School FY 2022 draft budget

C. Discussion – Town of Harwich preliminary FY 2022 operating budget overview

D. Discussion and possible vote to approve and sign the 2021 Seasonal Population Increase Estimation Form

E. Discussion and possible vote – 2021 Common Victuallers License Renewals

1. Blue Stripe LLC DBA Cape Sea Grille – 31 Sea Street

2. The Stop & Shop Supermarket #415 DBA Starbucks – Route 39 & Route 137

3. WFS Restaurant Group Inc. DBA Lalouette – 787 Route 28

4. Morin-Frought Inc. DBA Lighthouse Café – 216 Route 28 –*Pending proof of insurance*

F. Discussion and possible vote – 2021 Auto License Renewals

1. Good Sons Motor Cars LLC – 210 Queen Anne Road Unit 12 – Class II

2. Richard Centrella DBA Richie's Garage – 191 Queen Anne Road Unit 9 – Class II and Class IV

3. Peter S. Stagg – 182 Route 137 – Class II and Class IV

- G. Discussion and possible vote approving Section 1.07 of the Harwich Board of Selectmen Liquor License Regulations requests for closure by licensed establishments:
1. Ember Pizza Inc. DBA Ember – 600 Route 28

VIII. **CONTRACTS**

- A. Discussion and possible vote for Board of Selectmen to execute the Cranberry Valley Golf Course Clubhouse Entrance Site Improvements contract with Bowditch Excavating, Inc. for \$86,300
- B. Discussion and possible vote for the Board of Selectmen to execute a Donation Agreement with Route 137, LLC for the construction of a sewer stub as part of the Harwich Sewer Project Phase 2 Contract 1 project for \$11,051.59

IX. **TOWN ADMINISTRATOR’S REPORT**

X. **SELECTMEN’S REPORT**

XI. **ADJOURNMENT**

**Per the Attorney General’s Office: The Board of Selectmen may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following “New Business.” If you are deaf or hard of hearing or a person with a disability who requires an accommodation contact the Selectmen’s Office at 508-430-7513.*

Authorized Posting Officer:

Danielle Delaney

Posted by: _____
Town Clerk

Date: _____
January 7, 2021

ANNUAL
COMMITTEE
PRESENTATIONS

TOWN OF HARWICH
COMMUNITY PRESERVATION COMMITTEE

Report of the
Community Preservation Committee

Harwich adopted the Community Preservation Act (CPA), modified to accommodate the replacement of the so-called Land Bank, effective beginning July 1, 2005. The primary source of revenue for the Community Preservation Fund is a property tax surcharge of 3% that is assessed on each parcel of taxable real estate within the community. The other major sources of revenue for the fund are distributions from the Massachusetts Community Preservation Trust Fund and interest revenue. The Community Preservation Fund may be appropriated and spent for certain open space, historic resource, recreation, and community housing purposes.

The committee is comprised of 9 members: 2 selectman appointees, and representatives from the following areas (1 each) Housing Committee, Housing Authority, Recreation, Historical Commission, Open Space/Real Estate, Conservation and Planning Board. As of this report, there is one vacancy on the committee, a selectman appointee. In the last year, the committee has held fourteen meetings. Since May 14, 2020, the meetings have been held remotely.

In last year's round of Community Preservation Act Funding, the committee received 15 applications with requests totaling \$3,691,593 for review and deliberation. There was approximately \$3,005,451 in total available for distribution. A few projects were withdrawn by applicant. A few projects were supported at different requested amounts. At the September 26, 2020 Town Meeting, all CPC warrant articles were passed. The Town voted to approve approximately \$1,921,767 to fund 11 projects and \$341,750 for the Land Dept Service.

In 2020, the committee successfully rescinded and closed out previously funded articles that were either completed, or uncompleted with many years of inactivity, in the approximate amount of \$136,779.76. These funds cannot be used in this year's round of funding; they must first be certified by the State. 2018 ATM Article #52 Preservation and Archiving of Public Records Storage at Harwich Community Center. Project uncompleted. Rescinded the full amount approved at Town Meeting \$120,275.40. 2017 ATM Article #29 Brooks Park Expansion, Phase 4. Project Completed. Rescinded \$10,014.20. 2017 ATM Article #30 Veteran's Memorial Field Fitness Station. Project Completed. Rescinded \$6,490.16.

On October 31, 2020, the committee received 16 applications with requests totaling \$2,772,041 for review and deliberation for funding approval at the 2021 Town Meeting. There is approximately \$2790,500 available for distribution. Project vetting began November 5, 2020, with five meetings for project presentations. In January 2021, the committee began discussion and voting on the submitted applications. 3 projects that were not supported in last year's round of funding were resubmitted for funding in this year's round: R 11 Bikeways Crossing Lights at Depot Road South Project, R 14 Sand Pond Revitalization Project, Phase 2, and R 15 Senior Memorial Field Fencing Project. 2 prior Town Meeting approved projects have returned this year requesting additional funding: R 13 Brooks Park Lighting Project, Phase 5, Part 2 and R 16 Whitehouse Field Lighting Project, Phase 2. These projects are included in this year's round of requests because originally the projects lacked proper estimates of the work needed to be conducted. An Electrical Engineering Study concluded more funds were needed to complete the projects.

Respectfully submitted,
David Nixon, Chairman

Town of Harwich
ZONING BOARD OF APPEALS
732 Main Street, Harwich, MA 02645
tel: 508-430-7506 fax: 508-430-4703



Board of Appeals report to the Board of Selectmen for the year 2020.

Currently, the Harwich Zoning Board of Appeals has 5 members: 4 regular members and 1 alternate member:

Dave Ryer, Chairman, Al Donoghue, Clerk, James Armstrong, Chris Murphy (Alternate) and Brian Sullivan (Alternate). (James Hilliard retired on December 1, 2020)

All Members are sworn in and up to date with Ethics Training.

Agendas and Minutes are posted on the Town website monthly.

The Board held its regularly scheduled monthly meetings throughout the 2020 year. The March meeting was cancelled due to Covid and the November and December meetings were combined because of holiday conflicts.

As of 12/31/20, The Board of Appeals has had 42 applications.
The cases consisted of the following:

Special Permits: 34 Granted;
Variances: 9- Granted;
Withdrawals – 4 (One of those returned after withdrawal).
Extensions -0
Modifications - 1

Motion to Dismiss – NONE
Matter of Right –NONE
Appeals of ZBA Decisions - 0
40B Applications - NONE

Respectfully submitted,

Harwich Board of Appeals
Chair, David Ryer

10.27.2020

CONSENT AGENDA



December 1 2020

Leo G. Cakounes

1601 Factory Road

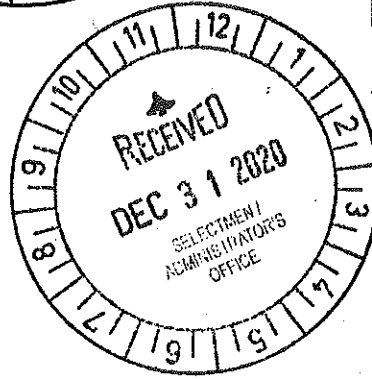
Harwich Mass. 02645

Town of Harwich

Board of Selectmen

732 Main Street

Harwich Mass. 02645



Re: Resignation as Town of Harwich Representative to CVEC Board.

Dear Board Members/Selectmen

As you know I was the President of CVEC (Cape and Vineyard Electric Co-Operative) for past 5 years. I was originally appointed as the County Representative, once I lost my re-election bid to the County they chose not to re-appoint me as their Representative to CVEC.

At that time I respectfully asked that You appoint me as your representative (Town of Harwich) since the position was open due to Larry Coles retirement. I expressed at that time I was only seeking the appointment for a short time to allow me to complete projects that were still under way.

Since the projects I was working on have been moved forward and this seems like the best opportunity for me and the Town to move on.

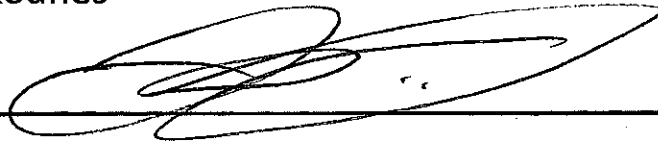
As of September, at the CVEC annual meeting, I officially stepped down as the President of the Board, leaving the organization under new and competent leadership for the future.

At this time, and effective as of January 1 2021, I respectfully ask you to accept this document as my official resignation as the Town of Harwich Representative to the Board of Directors for Cape and Vineyard Electric Co-operative (CVEC).

I know you have interested residents of Harwich that will serve the Town in this important Board and keep the Town moving toward renewable energy projects.

Respectfully Yours

Leo G. Cakounes

A handwritten signature in black ink, appearing to read 'Leo G. Cakounes', is written over a solid horizontal line. The signature is stylized and somewhat cursive.

CC: Harwich Town Administrator

CVEC Office and President of the Board

Harwich Clerks Office

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Interim Town Administrator*

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Interim Town Administrator

RE: Utility Hearing January 8, 2021
NSTAR Electric dba Eversource Electric
South Street and Gilbert Lane

DATE: January 8, 2021

A Utility Hearing was held on Friday, January 8, 2021 at 9:41 AM via teleconference, at the request of NSTAR/Eversource for the purpose to grant permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public ways which is necessary for system improvement and reliability:

- South Street, Harwich: To install approximately 1620' of conduit and cable and 4 manholes in town road. From Manhole labeled 10/040 on corner of Gilbert Lane to Pole#28/57 on South Street.
- Gilbert Lane, Harwich: To install approximately 1250' of conduit and cable and 4 manholes in town road. From Manhole labeled 10/040 at intersection of South St to Pole#107/6 on Gilbert Lane.

Legal ads were published and notifications were given. In attendance from Eversource were; Ronit Goldstein, Jessica Elder and Marissa Jackson. The abutters were; Sally and Dick Smith, 155 Gilbert Street, Bob Kingsbury, Harwich Port Golf, Patricia Garrity, 82 Doane Road, Matt Pitta, 175 Gilbert Lane.

The Hearing was adjourned at 10:46 AM.

I recommend that the Board of Selectmen discuss this topic directly so staff can provide additional information rather than approve under Consent Agenda.

CA-103 EO REV. 8-82



484 Willow Street
West Yarmouth, MA 02673

January 6, 2021

Select Board
Town Hall
Harwich, MA 02645

Select Board:

Enclosed is a petition for proposed conduit location(s) on **South Street and Gilbert Lane**, Harwich Massachusetts.

These proposed location(s) are required for system reliability. This petition will require a notice to abutters and a hearing.

Will you please present this petition before the Board for customary action and approval.

Very truly yours,

Jessica Elder
Right-of-Way
Representative

JE-MJ
Enclosures

**PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS**

Harwich, Massachusetts

December 14, 2020

To the Board of Selectmen of **Harwich**, Massachusetts

NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy) requests permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:-

South Street, Harwich

**To install approximately 1620' of conduit and cable and 4 manholes in town road.
From Manhole labeled 10/040 on corner of Gilbert Lane to Pole#28/57 on South Street.**

Gilbert Lane, Harwich

**To install approximately 1250' of conduit and cable and 4 manholes in town road.
From Manhole labeled 10/040 at intersection of South St to Pole#107/6 on Gilbert Lane.**

This work is necessary for system improvement and reliability.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed substantially in accordance with the plan filed herewith marked Plan No. **4079745**, Dated **NOVEMBER 19, 2020**.

NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy)

By.....Jessica Elder.....
Right-of-Way Representative

**PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS**

Harwich, Massachusetts

December 14, 2020

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Gilbert Lane, Harwich

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This work is necessary for system improvement and reliability.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed substantially in accordance with the plan filed herewith marked Plan No. **4079745**, Dated **NOVEMBER 19, 2020**.

NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy)

By.....Jessica Elder.....
Right-of-Way Representative

TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
January 8, 2021

Pursuant to M.G.L. Ch. 166, § 22, the Interim Town Administrator will hold a Public Hearing at **9:30 AM on Friday, January 8, 2021 via Teleconference** in reference to the following matter:

A petition by NSTAR ELECTRIC dba EVERSOURCE ELECTRIC COMPANY requesting permission to install and maintain underground cables, conduits and manholes, together with sustaining and protecting fixtures as said Company may deem necessary, in, under, along and across the public way or ways

South Street Harwich

PROPOSED: To install approximately 1620' (One thousand six hundred and twenty feet) of conduit and cable and 4 manholes in town road. From Manhole labeled 10/040 on corner of Gilbert Lane to Pole #28/57 on South Street

Gilbert Lane Harwich

PROPOSED: To install approximately 1250' (One thousand two hundred and fifty feet) of conduit and cable and 4 manholes in town road. From Manhole labeled 10/040 at the intersection of South Street to Pole #107/6 on Gilbert Lane.

This work is necessary for system improvement and reliability

All abutters and other interested persons are invited to dial in

TELECONFERENCE ACCESS INSTRUCTIONS

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/872120317>

You can also dial in using your phone.

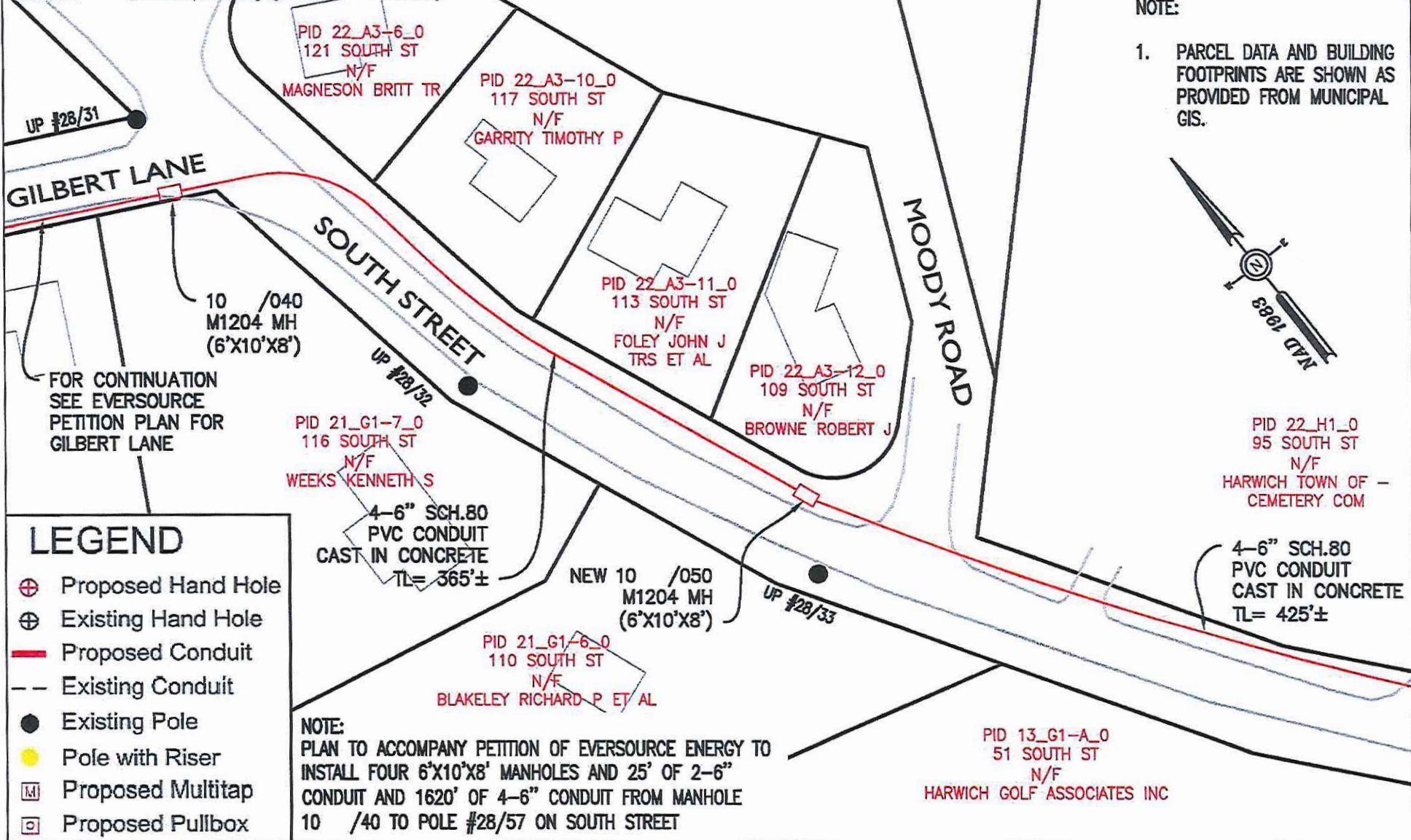
United States: +1 (872) 240-3311

Access Code: 872-120-317

For further information, please call the Town Administrator's Office at (508) 430-7513 x 3312

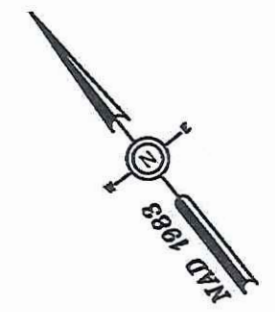
Joseph F. Powers
Interim Town Administrator

Cape Cod Chronicle
December 24, 2020



NOTE:

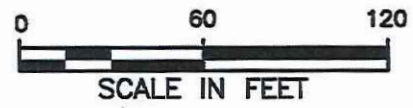
1. PARCEL DATA AND BUILDING FOOTPRINTS ARE SHOWN AS PROVIDED FROM MUNICIPAL GIS.



LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- - Existing Conduit
- Existing Pole
- Pole with Riser
- [M] Proposed Multitap
- [□] Proposed Pullbox

NOTE:
 PLAN TO ACCOMPANY PETITION OF EVERSOURCE ENERGY TO INSTALL FOUR 6'X10'X8' MANHOLES AND 25' OF 2-6" CONDUIT AND 1620' OF 4-6" CONDUIT FROM MANHOLE 10 /40 TO POLE #28/57 ON SOUTH STREET



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. MEMBER ENERGY ELECTRIC COMPANY, MEMBER ONE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES OR AGENTS (COLLECTIVELY THE "ENERGY COMPANIES") SHALL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, WAIVER AND HOLD THE ENERGY COMPANIES HARMLESS FROM ANY SUCH LOSS OR DAMAGE.

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MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

C#	
Ward #	
Work Order #	4079745
Surveyed by:	
Research by:	
Plotted by:	NITSCH
Proposed Structures:	
Approved:	
P#	

EVERSOURCE <small>ELECTRIC d/b/a</small>	
<small>1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125</small>	
Plan of	SOUTH STREET
	HARWICH, MA
Showing	
Scale	1"=60'
Date	11/19/2020
SHEET	1 of 6

PID 22_H1_0
95 SOUTH ST
N/F
HARWICH TOWN OF -
CEMETERY COM

4-6" SCH.80
PVC CONDUIT
CAST IN CONCRETE
TL= 425'±

NEW 10 /060
M1204 MH
(6'X10'X8')

4-6" SCH.80
PVC CONDUIT
CAST IN CONCRETE
TL= 415'±

PID 22_S1-B_0
51 SOUTH ST
N/F
HARWICH GOLF ASSOCIATES INC

NEW 10 /070
M1204 MH
(6'X10'X8')

SOUTH STREET

UP #28/51

UP #28/52

UP #28/53

PID 22_N1_0
92 SOUTH ST
N/F
SQUIER GREGORY C

PID 22_N2_0
88 SOUTH ST
N/F
MACKINNON JULIANNE

PID 22_N3_0
84 SOUTH ST
N/F
BOGEN NEFIZA CARLOTA

PID 22_N4_0
78 SOUTH ST
N/F
ENCH ROBERT K

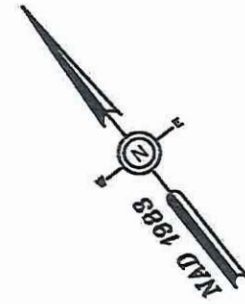
LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- - Existing Conduit
- Existing Pole
- Pole with Riser
- [M] Proposed Multitap
- [□] Proposed Pullbox

NOTE:
PLAN TO ACCOMPANY PETITION OF EVERSOURCE ENERGY TO
INSTALL FOUR 6'X10'X8' MANHOLES AND 25' OF 2-6"
CONDUIT AND 1620' OF 4-6" CONDUIT FROM MANHOLE
10 /40 TO POLE #28/57 ON SOUTH STREET

NOTE:

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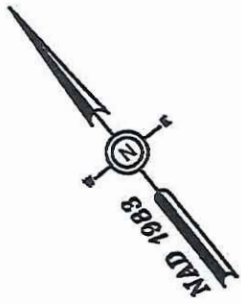
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C#		
Ward #		
Work Order #	4079745	
Surveyed by:	Plan of SOUTH STREET	
Research by:	HARWICH, MA	
Plotted by:	NITSCH	
Proposed Structures:		
Approved:	Scale 1"=60'	Date 11/19/2020
P#	SHEET	2 of 6

NEAR ELECTRIC
d/b/a **EVSOURCE**
1165 MASSACHUSETTS AVE, DORCHESTER, MASS. 02125



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LEGEND

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- ⊞ Proposed Pullbox

PID 22_S1-B_0
51 SOUTH ST
N/F
HARWICH GOLF ASSOCIATES INC

NEW 10 /070
M1204 MH
(6'X10'X8')

4-6" SCH.80
PVC CONDUIT
CAST IN CONCRETE
TL= 415'±

NEW 10 /080
M1204 MH
(6'X10'X8')

SOUTH STREET

UP #28/54

UP #28/55

UP #28/56

UP #28/57

UP #28/58

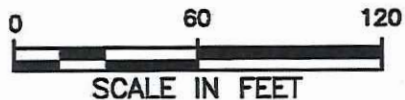
PID 22_N4_0
78 SOUTH ST
N/F
ENCH ROBERT K

2-6" SCH.80
PVC CONDUIT
CAST IN CONCRETE
TL= 25'±

PID 13_G1-A_0
51 SOUTH ST
N/F
HARWICH GOLF ASSOCIATES INC

PID 14_A1-4_0
56 SOUTH ST
N/F
MURPHY WILLIAM V

NOTE:
PLAN TO ACCOMPANY PETITION OF EVERSOURCE ENERGY TO
INSTALL FOUR 6'X10'X8' MANHOLES AND 25' OF 2-6"
CONDUIT AND 1620' OF 4-6" CONDUIT FROM MANHOLE
10 /40 TO POLE #28/57 ON SOUTH STREET



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS FRIENDS, AFFILIATES, OFFICERS, DIRECTORS, SUPERVISORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT TO THE MAXIMUM EXTENT ALLOWED BY LAW. YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, DEFEND AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR DAMAGE.

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C#	
Ward #	
Work Order #	4079745
Surveyed by:	
Research by:	
Plotted by:	NITSCH
Proposed Structures:	
Approved:	
P#	



Plan of	SOUTH STREET	
	HARWICH, MA	
Showing		
Scale	1"=60'	Date 11/19/2020
SHEET	3 of 6	

SUGGESTED WORK ZONE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS **		
	A	B	C
LOCAL OR LOW VOLUME ROADWAYS*	350 (100)	350 (100)	350 (100)
MOST OTHER ROADWAYS*	500 (150)	500 (150)	500 (150)
FREEWAYS AND EXPRESSWAYS*	1,000 (300)	1,500 (450)	2,640 (800)

Based on: Table 6C-1
MUTCD LATEST EDITION

* ROAD TYPE TO BE DETERMINED BY MASSDOT OFFICE OF TRANSPORTATION PLANNING.

** DISTANCES ARE SHOWN IN FEET (METERS). THE COLUMN HEADINGS A, B, AND C ARE THE DIMENSIONS SHOWN IN THE DETAIL/ TYPICAL SETUP FIGURES. THE A DIMENSION IS THE DISTANCE FROM THE TRANSITION OR POINT OF RESTRICTION TO THE FIRST SIGN. THE B DIMENSION IS THE DISTANCE BETWEEN THE FIRST AND SECOND SIGNS. THE C DIMENSION IS THE DISTANCE BETWEEN THE SECOND AND THIRD SIGNS. (THE "THIRD" SIGN IS THE FIRST ONE TYPICALLY ENCOUNTERED BY A DRIVER APPROACHING A TEMPORARY TRAFFIC CONTROL (TTC) ZONE.)

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R2-10a, R2-10e, AND W20-1 SERIES SIGNS ARE TO BE INCLUDED ON ALL DETAILS/TYPICAL SETUPS.

FORMULAS FOR DETERMINING TAPER LENGTHS

SPEED LIMIT (S)	TAPER LENGTH (L) FEET
40 MPH OR LESS	$L = \frac{WS^2}{60}$
45 MPH OR MORE	$L = WS$

WHERE: L = TAPER LENGTH IN FEET (METERS)

W = WIDTH OF OFFSET IN FEET (METERS)

S = POSTED SPEED LIMIT, OR OFF-PEAK 85TH-PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED IN MPH (KM/H)

Source: Table 6C-2 MUTCD LATEST EDITION

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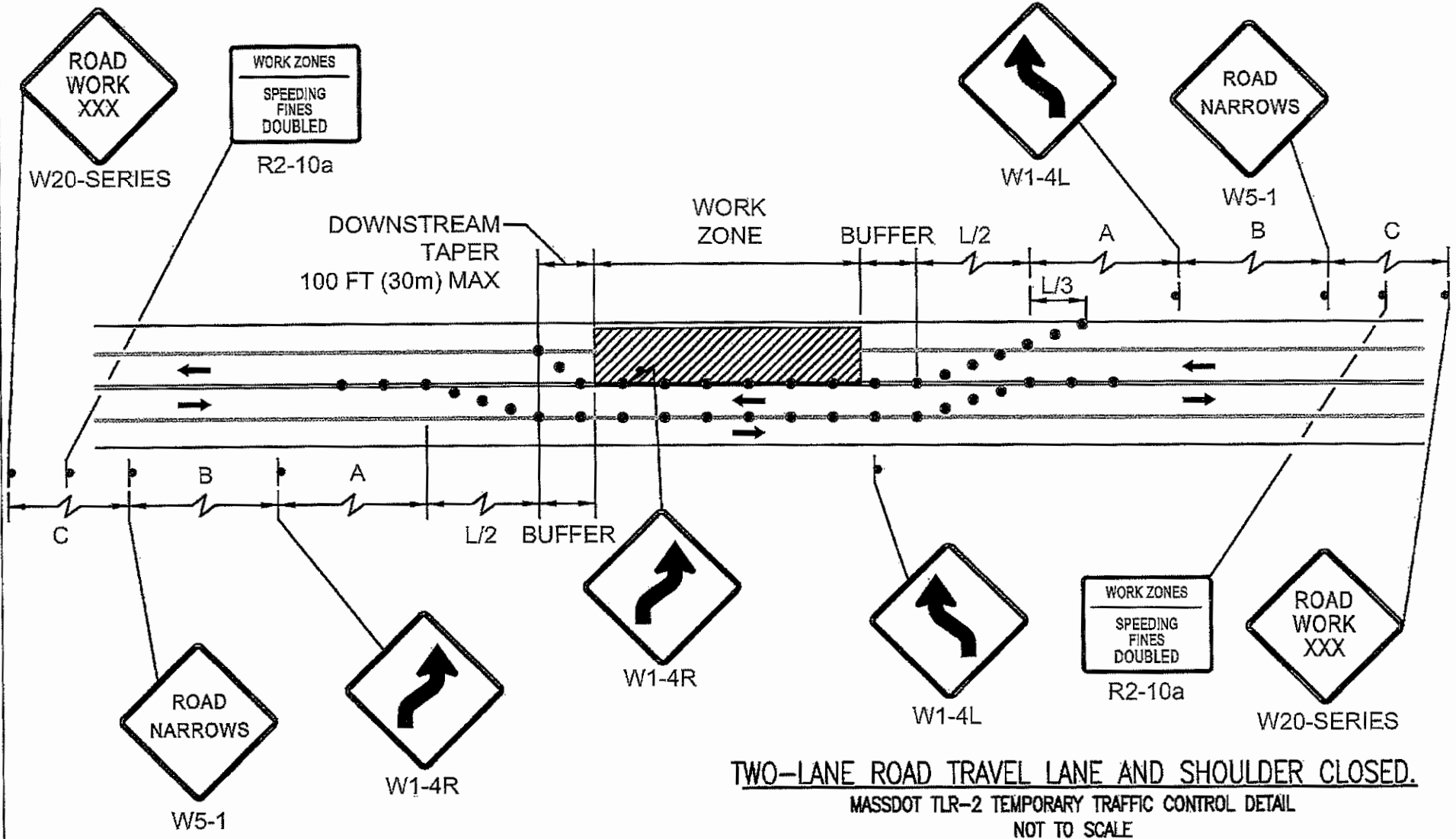
MASS. LAW

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C#	
Ward #	
Work Order #	4079745
Surveyed by:	Plan of SOUTH STREET
Research by:	HARWICH, MA
Plotted by:	NITSCH
Proposed Structures:	Showing
Approved:	Scale NTS Date 11/19/2020
P#	SHEET 4 of 6

NESTAR EVERSOURCE
ELECTRIC
d/b/a

1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125



TWO-LANE ROAD TRAVEL LANE AND SHOULDER CLOSED.
 MASSDOT TLR-2 TEMPORARY TRAFFIC CONTROL DETAIL
 NOT TO SCALE

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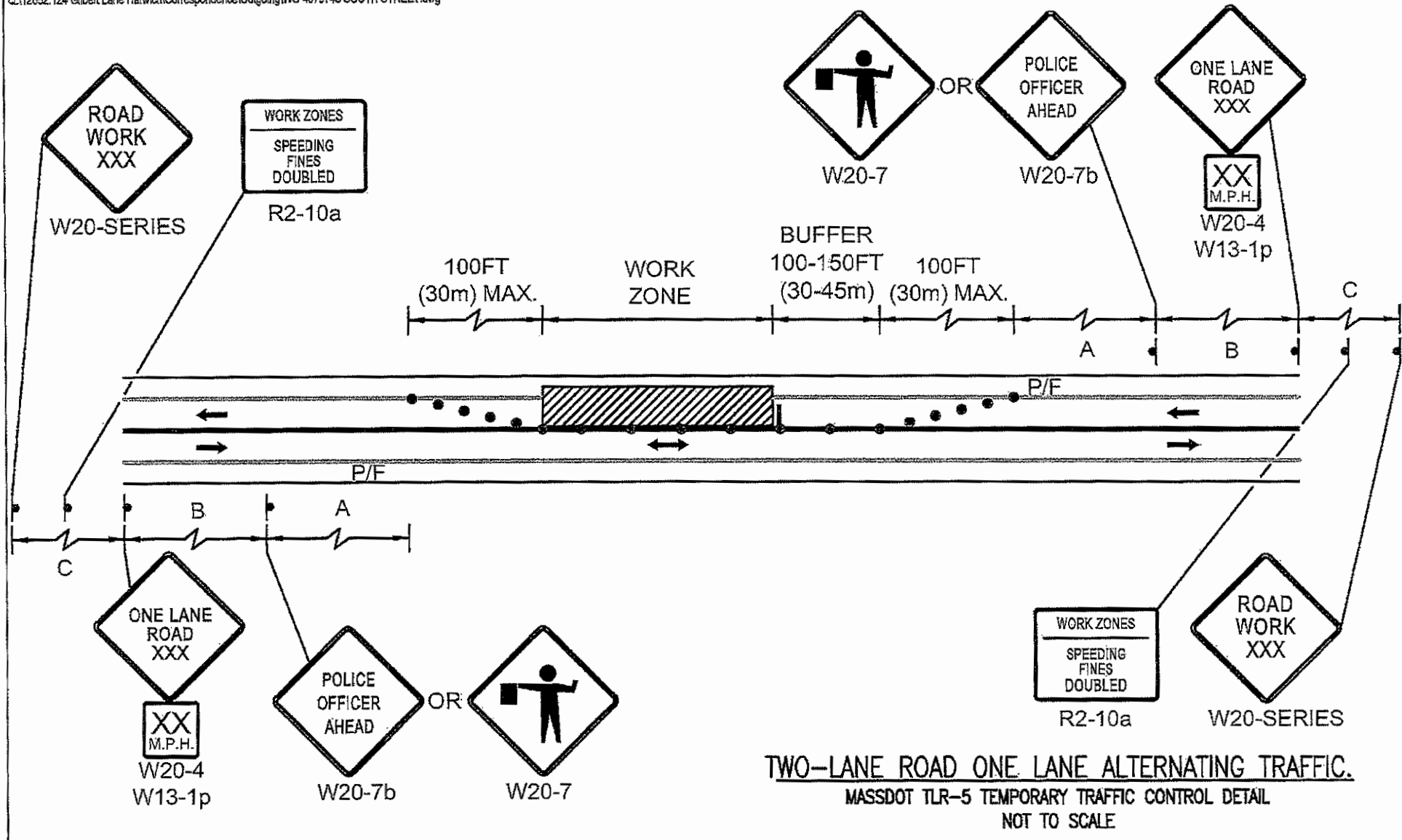
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C#	
Ward #	
Work Order #	4079745
Surveyed by:	
Research by:	
Plotted by:	NITSCH
Proposed Structures:	
Approved:	
P#	

NADAR EVERSOURCE
 ELECTRIC
 d/b/a
 1105 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of	SOUTH STREET
	HARWICH, MA
Showing	
Scale	NTS
Date	11/19/2020
SHEET	5 of 6




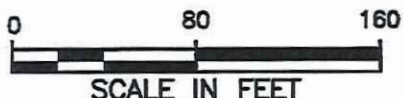
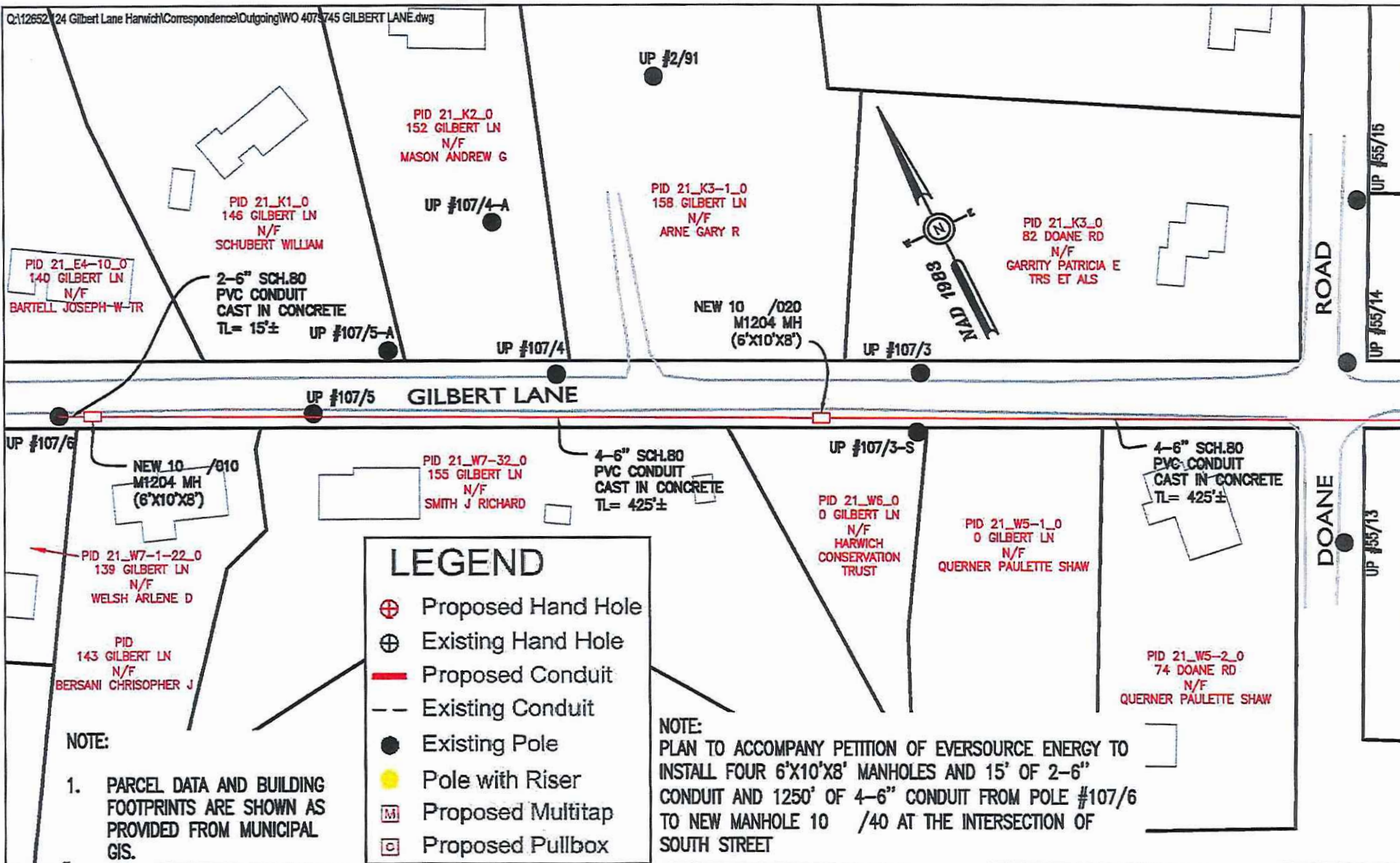
TWO-LANE ROAD ONE LANE ALTERNATING TRAFFIC.
MASSDOT TLR-5 TEMPORARY TRAFFIC CONTROL DETAIL
 NOT TO SCALE

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MASS. LAW
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C#	 1105 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Ward #		
Work Order # 4079745	Plan of SOUTH STREET	
Surveyed by:	HARWICH, MA	
Research by:	Showing	
Plotted by: NITSCH		
Proposed Structures:		
Approved:	Scale NTS	Date 11/19/2020
P#	SHEET 6 of 6	



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MASS. LAW

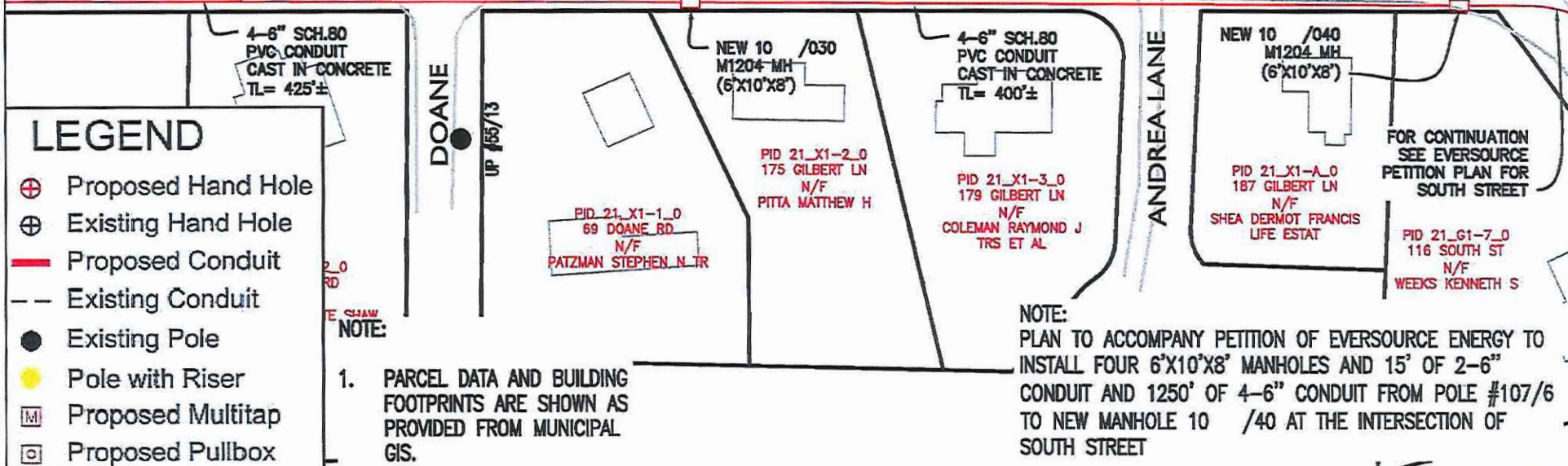
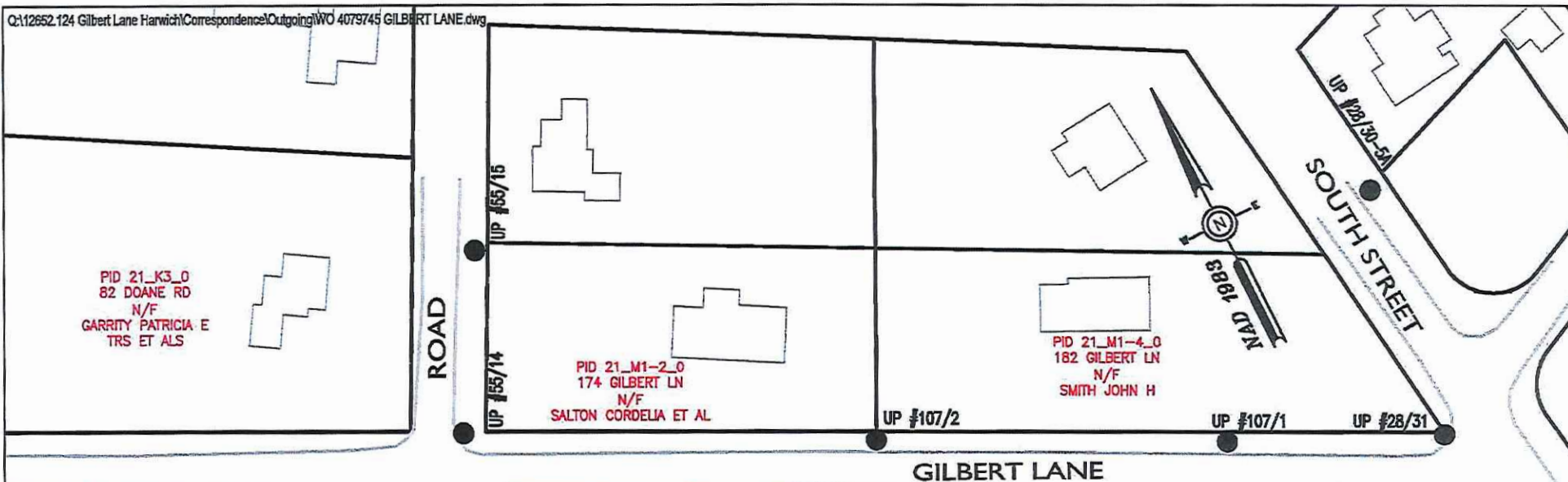
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C#	
Ward #	
Work Order #	407945
Surveyed by:	
Research by:	
Plotted by:	NTSCH
Proposed Structures:	
Approved:	
P#	



1105 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of	GILBERT LANE
	HARWICH, MA
Showing	
Scale	1"=80'
Date	11/19/2020
SHEET	1 of 5

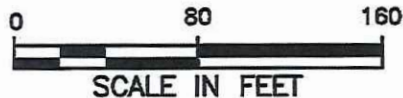


LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- - Existing Conduit
- Existing Pole
- Pole with Riser
- [M] Proposed Multitap
- [□] Proposed Pullbox

1. PARCEL DATA AND BUILDING FOOTPRINTS ARE SHOWN AS PROVIDED FROM MUNICIPAL GIS.

NOTE:
 PLAN TO ACCOMPANY PETITION OF EVERSOURCE ENERGY TO INSTALL FOUR 6'X10'X8' MANHOLES AND 15' OF 2-6" CONDUIT AND 1250' OF 4-6" CONDUIT FROM POLE #107/6 TO NEW MANHOLE 10 /40 AT THE INTERSECTION OF SOUTH STREET



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C#		
Ward #		
Work Order #	4079745	
Surveyed by:	Plan of GILBERT LANE	
Research by:	HARWICH, MA	
Plotted by:	NITSCH	
Proposed Structures:	Showing	
Approved:	Scale 1"=80'	Date 11/19/2020
P#	SHEET	2 of 5



SUGGESTED WORK ZONE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS **		
	A	B	C
LOCAL OR LOW VOLUME ROADWAYS*	350 (100)	350 (100)	350 (100)
MOST OTHER ROADWAYS*	500 (150)	500 (150)	500 (150)
FREEWAYS AND EXPRESSWAYS*	1,000 (300)	1,500 (450)	2,640 (800)

Based on: Table 6C-1
MUTCD LATEST EDITION

* ROAD TYPE TO BE DETERMINED BY MASSDOT OFFICE OF TRANSPORTATION PLANNING.

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Source: Table 6C-2 MUTCD LATEST EDITION

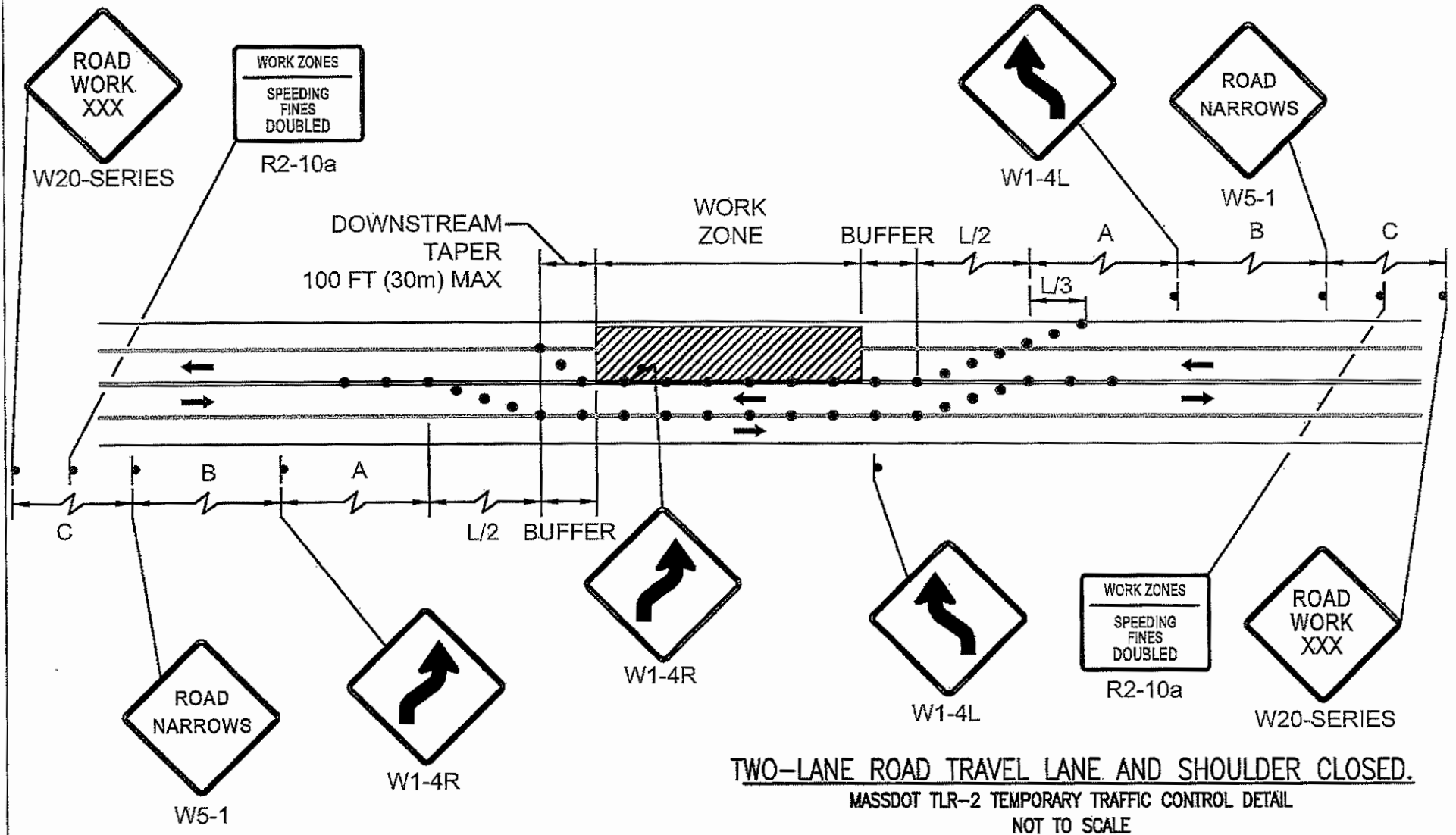
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MASS. LAW

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C#	 1180 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Ward #		
Work Order # 4079745	Plan of	GILBERT LANE
Surveyed by:		HARWICH, MA
Research by:		
Plotted by: NITSCH	Showing	
Proposed Structures:		
Approved:	Scale	NTS
P#	SHEET	3 of 5
		Date 11/19/2020



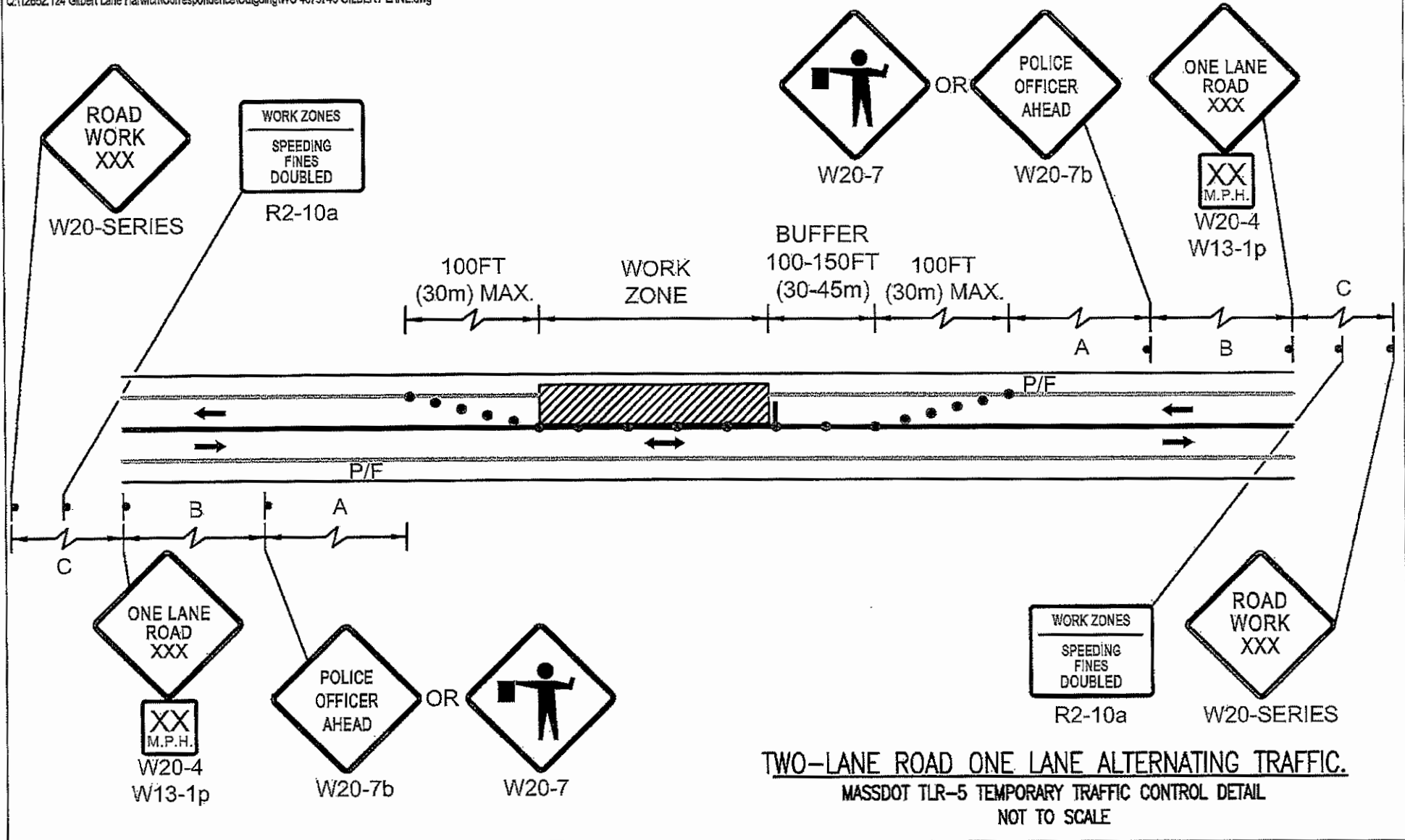
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C#	NESTAR EVERSOURCE <small>ELECTRIC</small> <small>div of</small> 1185 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Ward #		
Work Order # 4079745	Plan of	GILBERT LANE
Surveyed by:	HARWICH, MA	
Research by:	Showing	
Plotted by: NTSCH		
Proposed Structures:		
Approved:	Scale	NTS Date 11/19/2020
P#	SHEET	4 of 5



TWO-LANE ROAD ONE LANE ALTERNATING TRAFFIC.
MASSDOT TLR-5 TEMPORARY TRAFFIC CONTROL DETAIL
 NOT TO SCALE

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Ward #		
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Surveyed by:		HARWICH, MA
Research by:		Showing
Plotted by:	NITSCH	
Proposed Structures:		
Approved:		Scale NTS Date 11/19/2020
P#		SHEET 5 of 5

**FORM OF ORDER FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS**

IN BOARD OF SELECTMEN FOR THE TOWN OF Harwich, Massachusetts:

ORDERED:

Notice having been given and a public hearing held, as provided by law, the NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy) be and it is hereby granted a location for and permission to install and maintain underground cables, conduits and manholes, together with such sustaining or protecting fixtures as said company may deem necessary, in, under, along and across the public way or ways hereinafter referred to, as requested in petition of said company dated the 14 day of DECEMBER, 2020.

All construction under this order shall be in accordance with the following conditions:-

Cables, conduits, and manholes shall be installed substantially at the point indicated upon the plan marked Plan No. **4079745**, Dated **NOVEMBER 19, 2020**, filed with said petition. The following are public ways or parts of ways under, along and across which the cables above referred to may be installed under this order:-

South Street, Harwich

**To install approximately 1620' of conduit and cable and 4 manholes in town road.
From Manhole labeled 10/040 on corner of Gilbert Lane to Pole#28/57 on South Street.**

Gilbert Lane, Harwich

**To install approximately 1250' of conduit and cable and 4 manholes in town road.
From Manhole labeled 10/040 at intersection of South St to Pole#107/6 on Gilbert Lane.**

This work is necessary for system improvement and reliability.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of **Harwich**, Massachusetts held on the _____ day of _____, 2021.

Clerk of Selectmen.

Received and entered in the records of location orders of the Town of _____, Massachusetts _____, 2021.
_____ Book
_____ Page _____.

Attest:

Town Clerk

(over)

NEW BUSINESS

Monomoy Regional School District FY22 Budget

SCHOOL COMMITTEE AND SELECTBOARDS PRESENTATION
JANUARY 2021

The 30,000 foot view

- The long term effects of the COVID pandemic are, as yet, unclear but they are likely to impact on our organization and finances.
- The declining number of children in Chatham, relative to Harwich, continues to shift the minimum required contribution (as calculated by the state) towards Harwich. Both Towns and MRSD have been working to find a fiscal solution in the short term.
- Overall there is a reduction in staffing that reflects the changing enrollment.
- This budget maintains all existing services and programs.

The Process

Step 1 – Develop the operating and capital budget.

Step 2 – Determine revenues that will partially offset funding needs.

Step 3 – Allocate the net funding required between the two towns (assessments).

Step 1

DEVELOP THE BUDGET

Budget Development Guidelines

Support the district's Mission Statement

- *Monomoy Regional School District is a community of learners of all ages focused on building knowledge, positive character, and resiliency in a safe, supportive, creative, and challenging environment*

Support advancement of the district's new 2018-2022 Strategic Plan Objectives

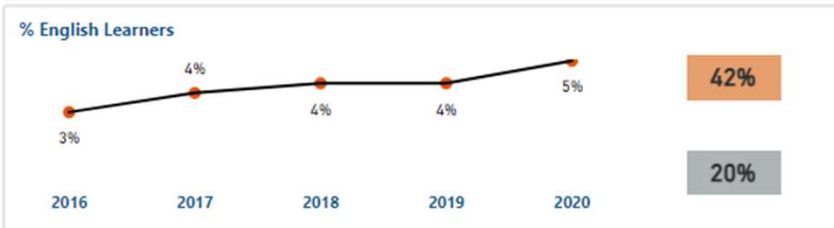
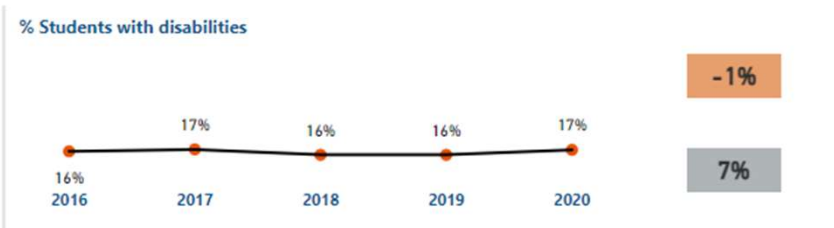
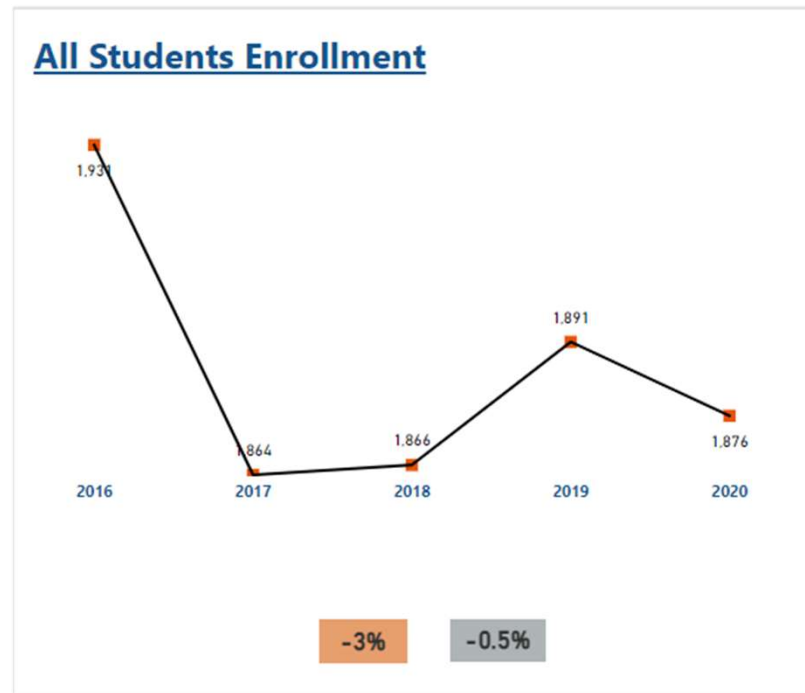
- Expand Community Engagement and Partnerships
- Strengthen Social and Emotional Well-Being
- Close the Achievement Gap
- Improve Curriculum, Instruction and Assessment for All Learners

- Class sizes average 18±1 and middle/high school 19±2
- Data driven
- Transparent
- Collaborative - with staff, families and community
- Recognizes the financial environment of both towns

FY22 Budget Assumptions

- Anticipates level enrollment in our schools, with the high school continuing to grow in population, while the lower grades contract.
- No changes to services at the lower grades but reduction in staffing to reflect changing enrollment.
- Cost of living increase assumed in contracts yet to be settled.
- Preliminary FY22 Ch 70 and Minimum required contributions not yet available, assume level from FY21.
- Health insurance assumed to increase by 5% - consistent with placeholder by Chatham and Harwich. Rates should be set for FY22 by Cape Cod Municipal Health Group by the end of January.

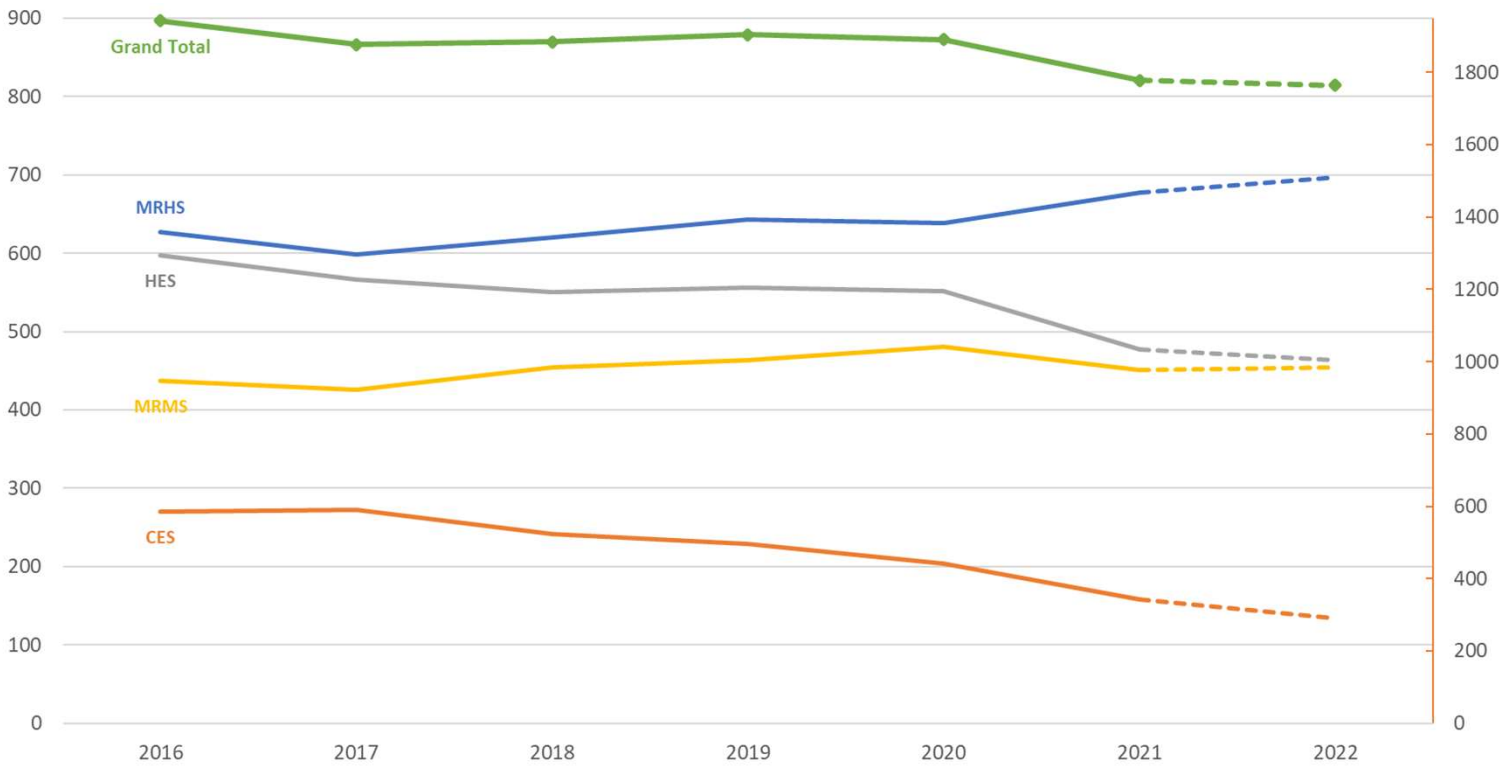
Student trends



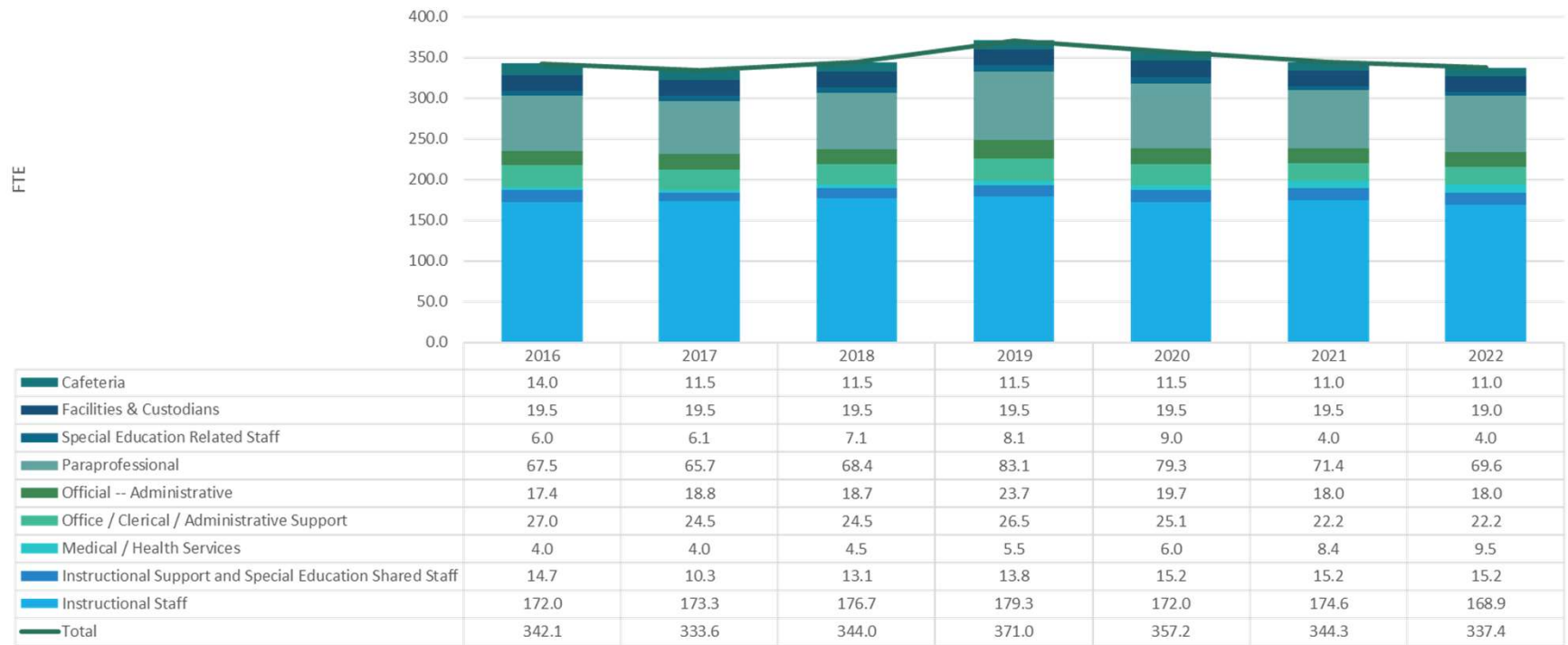
District Change Over 5 Years

State Change Over 5 Years

Enrollment Trends By School

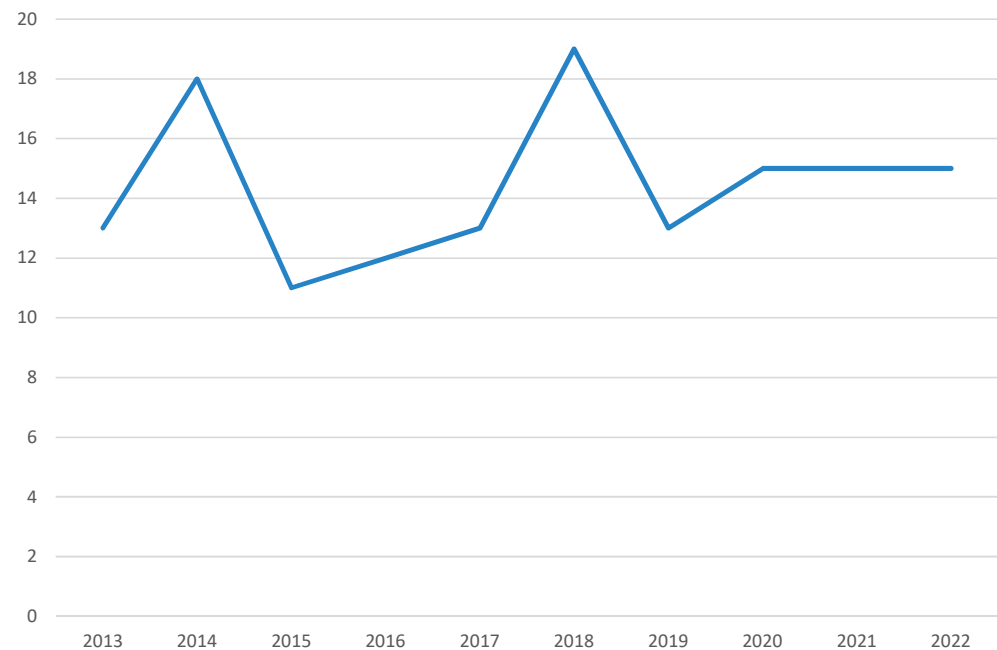


Staffing Changes



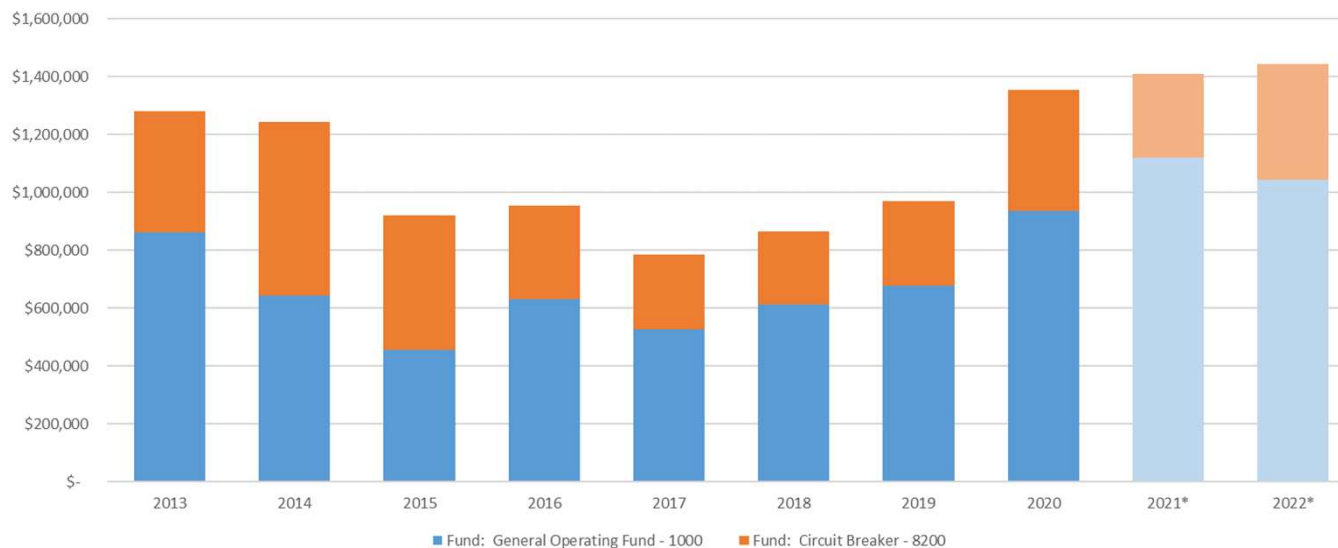
Out of District Enrollment Trends

- Some of our students have special education needs that the District is not able to meet within the District.
- For those students the District pays to have them educated in schools out of the District.
- As there are a relatively small number of students in out of district placements, the overall cost is driven more by the needs of each individual student than by the number of students.
- The costs can fluctuate unexpectedly as new students come into the district.

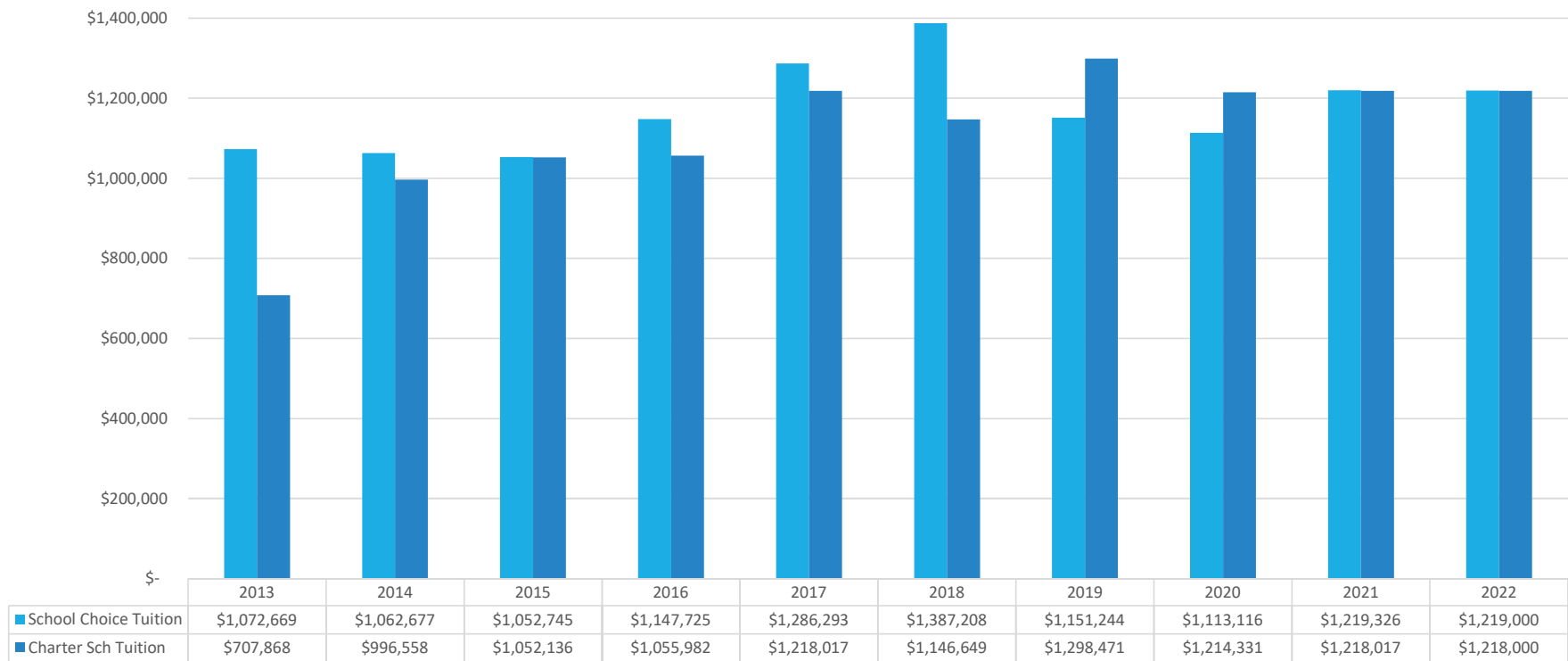


Out of District Expenditure / Budget

- The chart below shows the out of district expenditure until 2020, the budget for 2021 and the draft budget for 2022. Our expenditure is offset by 'Circuit Breaker' reimbursement from the state.
- The circuit breaker revenue available to offset the budget increased for 2022.

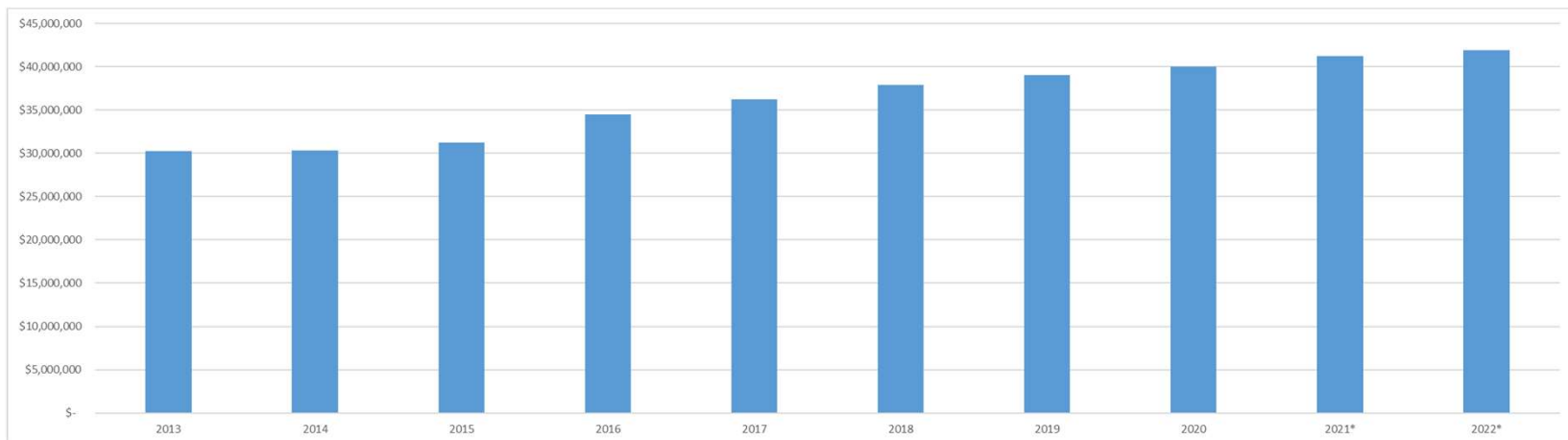


Tuition for School Choice and Charters



Employee and other insurance

- The average increase in health insurance rates since FY13 has been around 7% however, there has not been an increase since FY19
- We are estimating 5% increase in health insurance (including dental and life) in costs for FY22. That is approximately an additional \$280,000, 0.7% of the Districts FY21 budget.
- The actual rates for FY22 should be set in late January.



Other Drivers

Custodial Supplies & Services: Level funded to reflect historic expenditure. However, \$33,000 in additional funding provided as contingency for COVID related expenditure.

Substitutes: \$89,000 increase to bring in line with historic trend. New accounts added for special education substitutes.

Heating: 0% increase on 2021 Budget – equates to approximately 15% increase on 2018-2020 three year average expenditure as the contract for gas expires in April 2021, expect increased rate in new contract.

Utilities: Level budgeted (0%). Although there has been an increase in expenditure this is still trending below budget. Also, expect savings from High School Solar Project and new electricity supply contract. Includes water, electricity, phones and trash.

COVID: Increased demands on staffing, technology and facilities. Uncertainty over impact on FY22 school year, including on possible unemployment and other employee costs.

District Budget Requests

Through the budget process, the Monomoy Administrative Team has identified specific needs that are currently unfunded.

Currently these priority needs are included in the draft budget.

These priorities are funded through regular operating budget supply accounts or through reductions in other areas of the budget.

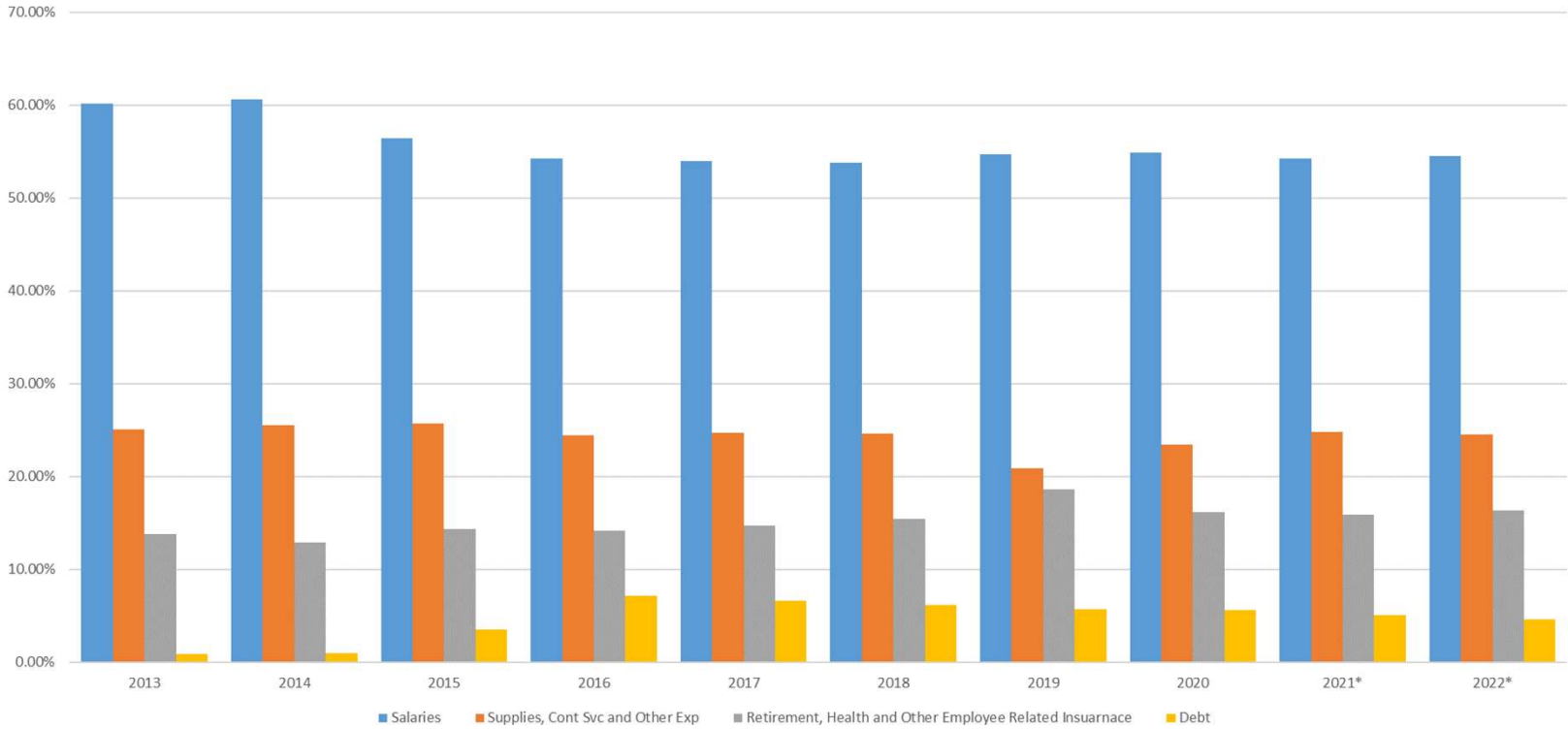
School	Description	Priority	Amount
District	Retain one additional full time nurse	1	\$81,229
Technology	Increase Bandwidth to 2GB	1	\$8,400
Athletics	Unified Sports Coach	2	\$4,761
Athletics	Increase Athletic Trainer to full time position	2	\$13,018
District	Budget Sense conversion	2	\$13,383
District	ELL pre-screening/testing for summer (hours)	2	\$3,784
District	10 additional days for Team Chairs	2	\$13,364
MRHS	Math Interventionist	2	\$83,246
District	Replacement computers for Admin Assistants	2	\$15,000
MRMS	0.5FTE Reading Specialist	2	\$34,626
MRMS	Social Studies Textbooks (G6 & 7)	2	\$24,000
Technology	Additional 0.5FTE for Technology	2	\$25,844
MRHS	Chemistry Textbooks	2	\$12,000

Unfunded Needs

There continue to be educational needs which are not being funded in this budget.

School	Description	Priority	Amount
MRHS	US1 / US 2 textbooks	3	\$24,000
CES	Team Chair (OoD/CES/EC)	3	\$83,246
MRHS	0.5 Wellness Teacher	3	\$34,626
MRHS	Increase School year secretary to full year	3	\$10,680
MRMS	New Van MS Shells program	3	\$40,000
Technology	Teacher Laptops	3	\$5,000
MRMS	Security Cameras (CES/HES/MRMS)	4	\$10,000
CES	Math Interventionist	4	\$83,246
District	0.5FTE Speech and Language	4	\$48,620
District	Curriculum Specialist	4	\$97,731
MRHS	Special Education teacher	4	\$83,246
MRMS	Math Interventionist	4	\$83,246
MRMS	0.5 FTE Custodian	4	\$19,370

Major Components of the Budget as %



Capital Budget Process

1. Conduct a facilities condition review for each building once a year.
2. Update the capital needs list, recording items that have been addressed and adding new items.
3. Review priorities with district leadership.
4. The list for each school is included in that school's budget planning for the following year.
5. The funding source and timing for each item is proposed.
6. Present list to school committee.
7. The priorities are submitted to Town Manager / Capital Budget Committee.

Capital Prioritization

- The Capital Plan is a risk based assessment of the capital needs for Monomoy Regional School District. Each capital improvement need is given a rating based on the likelihood of the component failing and the consequences of that failure. A priority score is then calculated using this formula:

$$\text{Priority Score} = \text{Likelihood of Failure} * \text{Impact of Failure}$$

- The likelihood of failure is a rating based on the likelihood of partial to full failure within 5 years.
- The impact of failure is a weighted score of the assessed impact on health and safety (weighting = 3), school operations (weighting = 2), future expense and the district vision.
- The priority score of each item is used to determine the proposed year of funding.

Capital Priorities – Existing IT Leases

Chatham Elementary School

- Promethean Boards - \$16,864

Harwich Elementary School

- Promethean Boards - \$16,865

Monomoy Regional Middle School

- Teacher Laptops - \$10,378
- Chromebooks - \$51,225

Monomoy Regional High School

- MAC Lab, Graphics Lab and Robotics Lab - \$35,853
- Chromebooks - \$52,628

Capital Maintenance Priorities

Chatham ES / Harwich ES / Middle School

- Replace Phone and Announcement System – Phase 1 - \$95,000

Harwich Elementary School

- Repair window seals - \$7,000
- Water bubbler for cafeteria - \$8,000

Monomoy Regional Middle School

- Auditorium Lighting - \$10,000

Monomoy Regional High School

- Replace vehicle for student community programs (3 year lease payment) - \$10,000

District

- Stabilization payment - \$50,000

Capital Needs – Looking Ahead

- The buildings have been maintained to a very high level.
- However, needs are likely to grow in coming years, particularly at the Middle School.
- Major projects ahead:
 - Replace Roofs at MRMS and CES
 - Replace Siding and Trim at MRMS
 - Replace MRHS Athletic Field and Track.

How do we compare to other districts

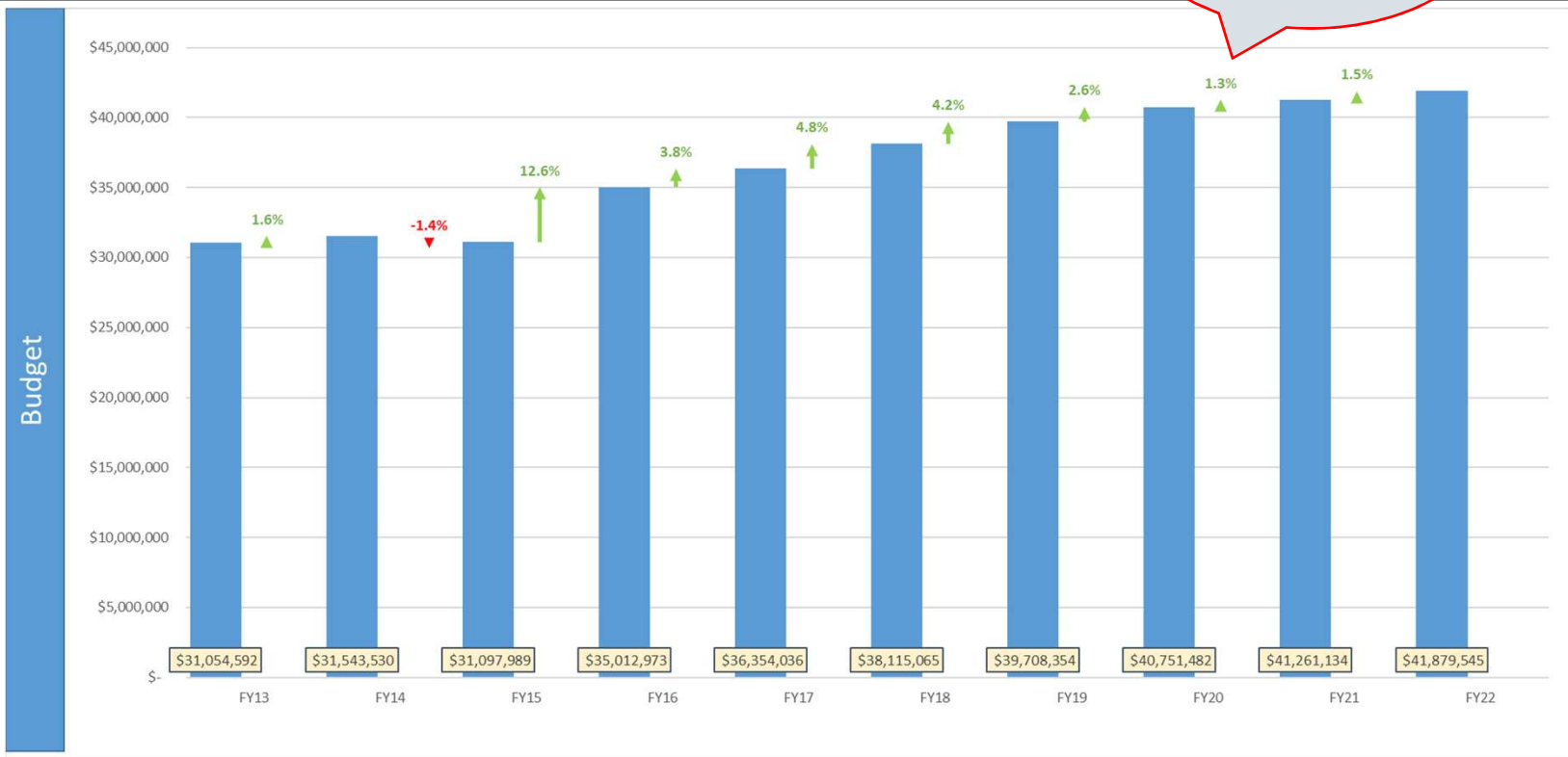
Demographic	2019			2020 Students			
Grade	All Grades						
Category							
Org Name	Region	\$/In-district Pupil	Relative District Wealth*	Total Enrollment	Eco Dis %	SWD %	EL %
Barnstable	Southeast	\$17,104	118%	5,041	36.7%	17.0%	12.6%
Bourne	Southeast	\$15,919	109%	1,907	26.7%	17.1%	0.7%
Cape Cod Lighthouse	Southeast			239	16.3%	18.8%	0.8%
Cape Cod RVT	Southeast	\$28,713	175%	616	38.6%	28.2%	2.4%
Dennis-Yarmouth	Southeast	\$18,613	148%	2,912	43.6%	19.3%	10.9%
Falmouth	Southeast	\$18,333	148%	3,251	29.5%	18.2%	4.4%
Martha's Vineyard	Southeast	\$33,738	295%	670	29.9%	22.5%	10.9%
Mashpee	Southeast	\$18,324	140%	1,563	32.2%	15.5%	4.0%
Monomoy	Southeast	\$19,108	259%	1,876	28.7%	16.7%	4.9%
Nauset	Southeast	\$20,239	238%	1,480	21.0%	17.5%	1.9%
Provincetown	Southeast	\$45,272	833%	131	35.1%	19.1%	23.7%
Wellfleet	Southeast	\$33,775	328%	106	29.2%	19.4%	0.9%

FY22 Draft Budget By Category

Category	Budget	Change
[-] District Leadership & Administration	\$ 1,190,874	\$ 78,277
+ Salaries	\$ 720,701	\$ (20,601)
+ Supplies, Cont Svc and Other Exp	\$ 470,173	\$ 98,878
[-] Instruction	\$ 20,572,579	\$ 413,968
[-] Operations & Maintenance	\$ 3,314,529	\$ (88,217)
+ Salaries	\$ 1,411,192	\$ (96,977)
+ Supplies, Cont Svc and Other Exp	\$ 1,903,337	\$ 8,760
[-] Other School Services	\$ 2,964,292	\$ 142,879
+ Salaries	\$ 1,185,243	\$ 162,861
+ Supplies, Cont Svc and Other Exp	\$ 1,779,048	\$ (19,983)
[-] Programs With Other School Districts and Transfers Out	\$ 3,480,128	\$ (77,025)
[-] Fixed Charges		\$ -
[-] Fixed Charges	\$ 8,058,706	\$ 316,007
+ Supplies, Cont Svc and Other Exp	\$ 1,208,565	\$ 6,522
[-] Retirement, Health and Other Employee Related Insuarnace		
+ Function: Insurance - Active Emp. - 5200	\$ 6,004,025	\$ 277,031
+ Function: Other Non-Emp. Insurance - 5260	\$ 503,916	\$ 25,836
+ Function: Retirement Contributions - 5100	\$ 342,200	\$ 6,618
[-] Capital	\$ 363,813	\$ 8,813
[-] Debt Retirement & Service	\$ 1,934,625	\$ (176,291)
Grand Total	\$ 41,879,545	\$ 618,411

Draft Budget

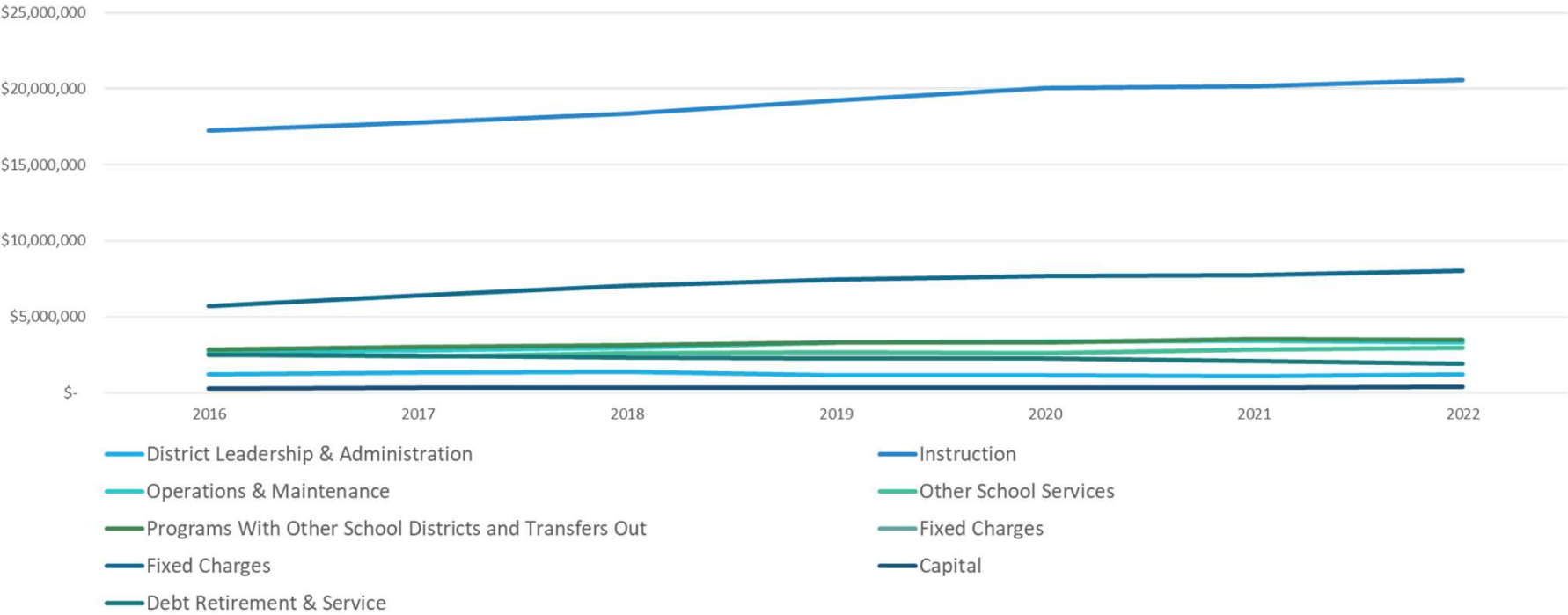
No increase in health insurance in FY20 or 21.



Budgets By Category (2016-2022)

Category	2016	2017	2018	2019	2020	2021	2022
[-] District Leadership & Administration	\$ 1,237,591	\$ 1,300,405	\$ 1,379,600	\$ 1,140,616	\$ 1,125,290	\$ 1,112,597	\$ 1,190,874
+ Salaries	\$ 847,951	\$ 951,887	\$ 944,408	\$ 696,902	\$ 733,416	\$ 741,302	\$ 720,701
+ Supplies, Cont Svc and Other Exp	\$ 389,640	\$ 348,518	\$ 435,192	\$ 443,714	\$ 391,874	\$ 371,295	\$ 470,173
+ Instruction	\$ 17,276,599	\$ 17,779,593	\$ 18,345,313	\$ 19,256,677	\$ 20,083,289	\$ 20,158,611	\$ 20,572,579
[-] Operations & Maintenance	\$ 2,667,576	\$ 2,795,168	\$ 2,939,415	\$ 3,304,154	\$ 3,377,263	\$ 3,402,746	\$ 3,314,529
+ Salaries	\$ 1,052,583	\$ 1,114,073	\$ 1,153,365	\$ 1,484,705	\$ 1,474,024	\$ 1,508,169	\$ 1,411,192
+ Supplies, Cont Svc and Other Exp	\$ 1,614,993	\$ 1,681,095	\$ 1,786,049	\$ 1,819,449	\$ 1,903,239	\$ 1,894,577	\$ 1,903,337
[-] Other School Services	\$ 2,535,205	\$ 2,357,695	\$ 2,627,704	\$ 2,646,664	\$ 2,605,564	\$ 2,821,413	\$ 2,964,292
+ Salaries	\$ 721,808	\$ 761,951	\$ 850,186	\$ 845,571	\$ 962,202	\$ 1,022,382	\$ 1,185,243
+ Supplies, Cont Svc and Other Exp	\$ 1,813,397	\$ 1,595,744	\$ 1,777,518	\$ 1,801,093	\$ 1,643,362	\$ 1,799,031	\$ 1,779,048
+ Programs With Other School Districts and Transfers Out	\$ 2,844,399	\$ 3,031,165	\$ 3,147,889	\$ 3,299,567	\$ 3,285,848	\$ 3,557,153	\$ 3,480,128
+ Fixed Charges						\$ -	
+ Fixed Charges	\$ 5,728,122	\$ 6,373,538	\$ 7,045,213	\$ 7,471,900	\$ 7,703,424	\$ 7,742,699	\$ 8,058,706
+ Capital	\$ 250,000	\$ 305,000	\$ 305,000	\$ 355,000	\$ 313,460	\$ 355,000	\$ 363,813
+ Debt Retirement & Service	\$ 2,473,481	\$ 2,411,471	\$ 2,324,931	\$ 2,233,776	\$ 2,257,343	\$ 2,110,916	\$ 1,934,625
Grand Total	\$ 35,012,972	\$ 36,354,036	\$ 38,115,065	\$ 39,708,354	\$ 40,751,482	\$ 41,261,134	\$ 41,879,545

Budget By Category – Trends



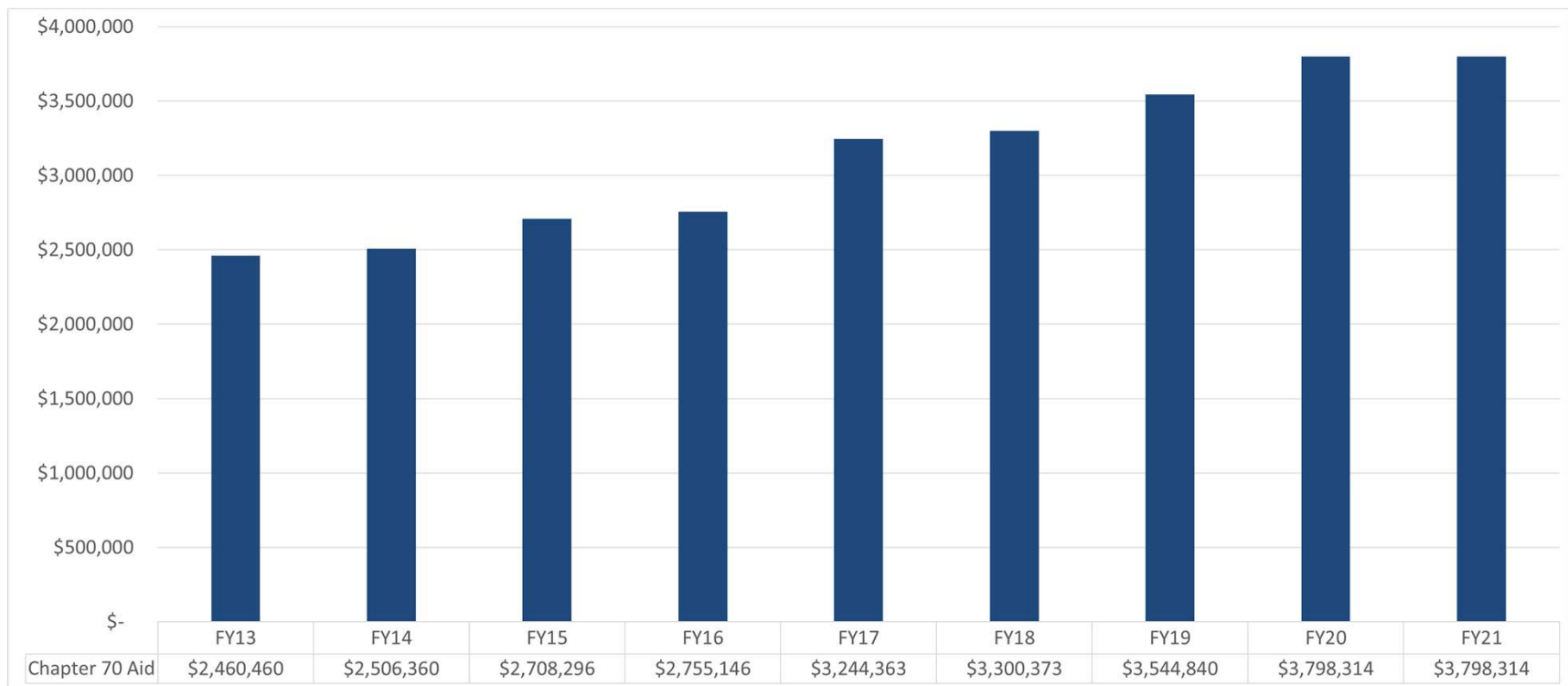
Step 2

DETERMINE REVENUE

State Funding

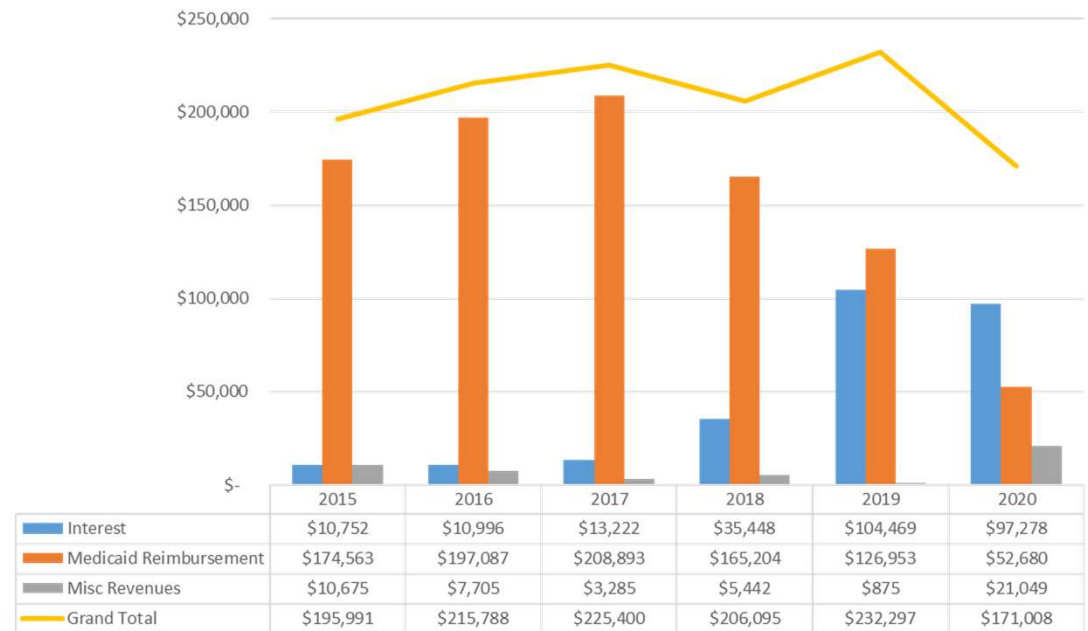
- We rely on the state for:
 - Chapter 70
 - Charter School Funding
 - School Choice Funding
 - Transportation aid
- FY22 Preliminary figures normally published in mid to late January.
- As well as the fiscal consequences of COVID on the state budget, enrollment is down across the state, particularly in PreK and K. It's not clear what impact this might have on Chapter 70 funding.

Chapter 70 Funding – 2013 to 2021



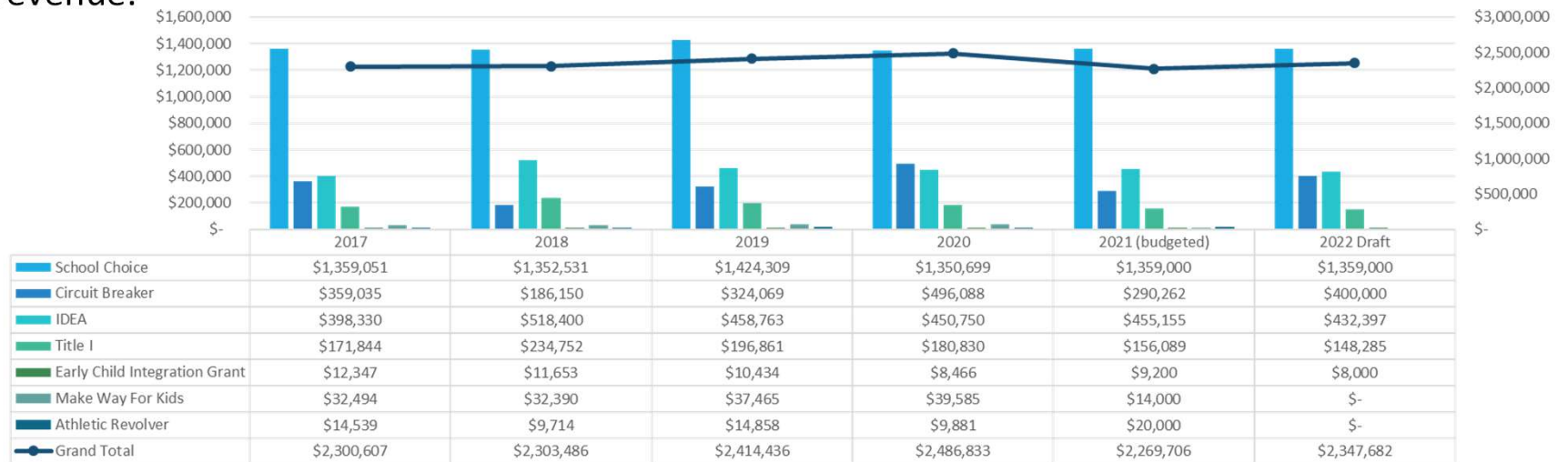
Other Revenue

- Historically, Medicaid has been the largest part of 'other revenue' however, this has fallen in recent years.
- The reduction in Medicaid has been partly offset by an increase in interest and miscellaneous revenue (primarily building rental payments).



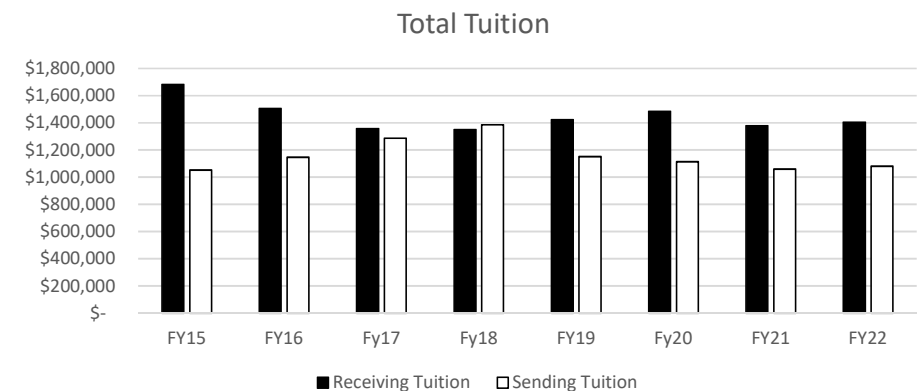
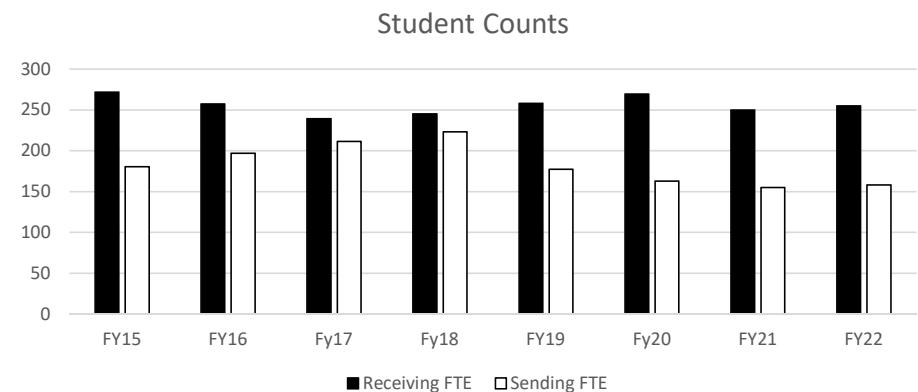
Offsets

- District expenditure is offset by revenue from a number of major sources.
- Historically, the offset has been relatively stable. The table below shows actual revenue, until 2020. 2021 and 2022 are budget.
- The dip from 2020 actual to 2021 budget is driven by the assumption made for circuit breaker revenue.



School Choice – offset vs cost

- FY21 and FY22 figures are forecasts.
- There had been general upward trend from 2017 to 2020.
- Likely that COVID had an impact on the decisions of school choice families.
- From FY20 to FY21 School Choice enrollment fell by 5.3% compared to an overall drop in enrollment of 6%.
- Forecasting a slight increase from FY21 to FY22, however, still below FY20.



Excess and Deficiency

- Awaiting certification by the State – unlikely to be confirmed until January (at the earliest).
- FY21 E&D, which could be used to support the FY23 Budget may be down due to impact of COVID and late approval of budget.

Fiscal Year	E&D	E&D Used	To support
FY13	\$514,648		
FY14	\$1,401,630	\$600,000	FY16 Budget
FY15	\$967,615	\$331,821	FY17 Budget
FY16	\$1,665,707	\$371,326	FY18 Budget
FY17	\$1,891,678	\$705,000	FY19 Budget
FY18	\$1,592,984	\$550,000	FY20 Budget
FY19	\$2,095,281	\$850,440	FY21 Budget
FY20	\$2,100,000 (tbc)	\$500,000	FY22 Budget
FY21			FY23 Budget

Step 3

CALCULATE THE ASSESSMENTS

Budget vs. Assessment

The Monomoy FY22 Draft Budget is how much it costs to fund the education of children in Harwich and Chatham.

The Assessment is how much each town pays to fund the Monomoy Regional School District according to the formula in the district's Regional Agreement.

Chapter 70 State Aid is anticipated to offset the cost of funding our schools by almost \$3.8M. The school district also receives funding from the state to defray the cost of bus transportation, expensive Special Education placements (Circuit Breaker), and a small portion of charter school tuitions.

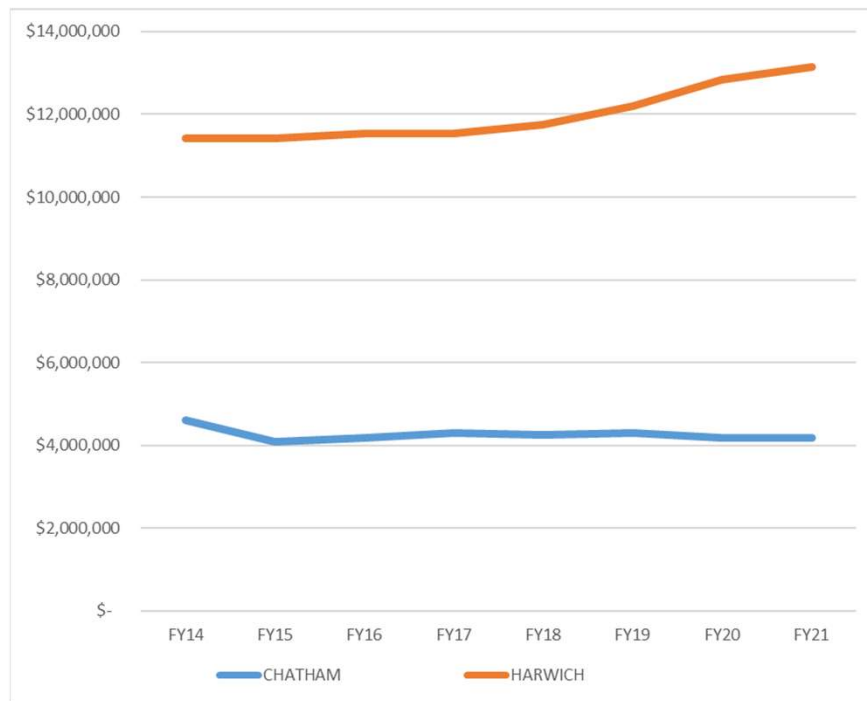
Each town also has a "minimum required contribution," calculated by the State, using the number of school aged children in the town attending public schools and real estate and income wealth within the town.

The enrollment of students attending public schools in each town is calculated using three-year rolling average of the enrollments to determine how much each town pays for the Operating, Transportation, Debt, and Capital portions of the Monomoy budget.

Town Assessments

Element	Assessment Basis
Minimum Required Contribution	Provided by the state based on the town's fiscal ability to provide its children an adequate education. Calculated using a combination of property value and income within the community and adjusted each year by the Municipal Revenue Growth Factor.
Operating Budget (remaining after minimum required contribution)	Town's three year rolling average of foundation enrollment.
Transportation	Three year rolling average of number of students residing in each town who attend the District's schools based on the average of the most recent three years' October 1 enrollment figures as reported to DESE
Debt	Town's three year rolling average of foundation enrollment.
Capital	Town's three year rolling average of foundation enrollment.

Minimum Local Contribution

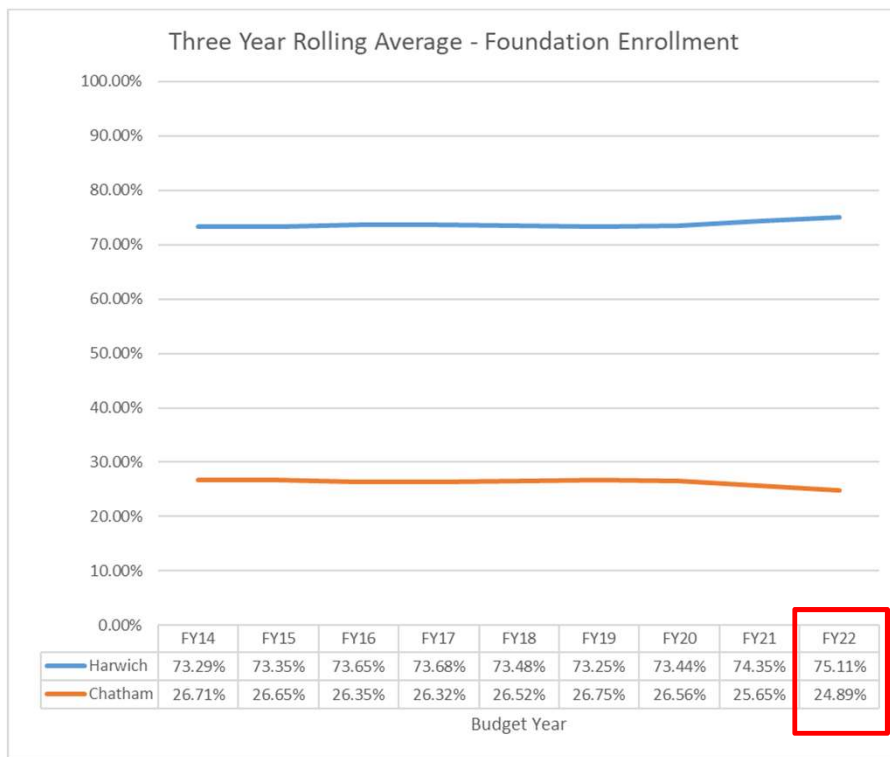


Minimum Required Contribution normally released by the state in late January.

Since FY18 there has been a notable increase in Harwich's Minimum Local Contribution.

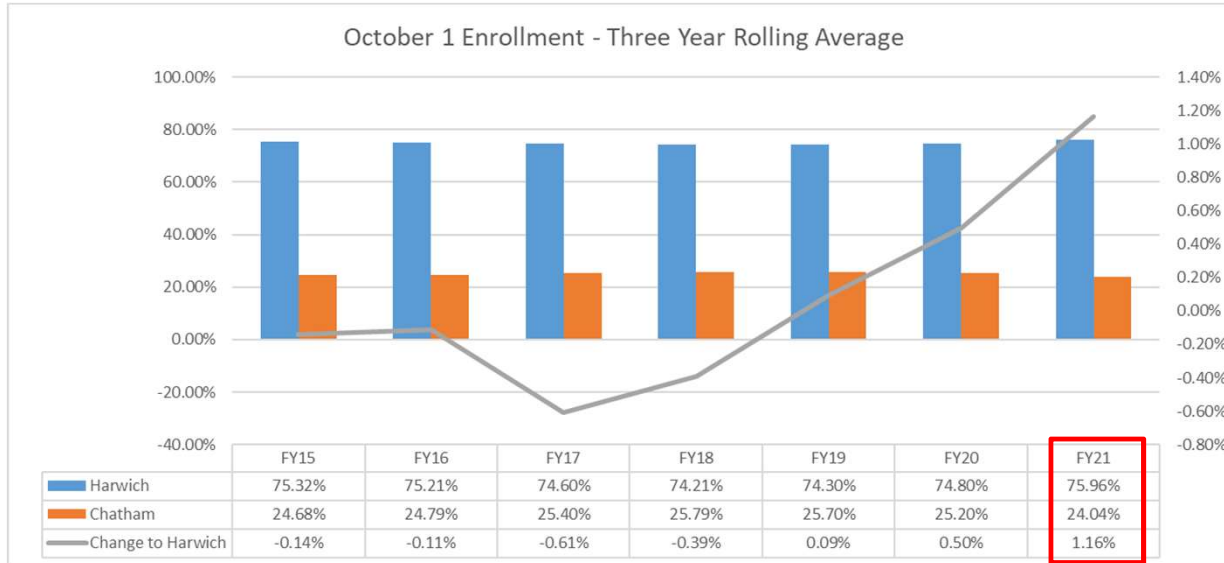
This is largely due to the foundation enrollment trends – which also drives other elements of the assessment.

Foundation Enrollment



- Foundation enrollment continues to shift from Chatham toward Harwich.
- FY22 Assessment (excluding transportation) will be calculated based on three year rolling average of:
 - Chatham: 24.89%
 - Harwich: 75.11%
- This percentage change alone shifts approximately \$150,000 from Chatham to Harwich in FY22.

Enrollment – Three Year Rolling Average



- Used to calculate the assessment of transportation costs.
- Does not include school choice students coming into the district.
- FY22 Transportation Assessment will be calculated based on three year rolling average enrollment of:
 - Chatham: 24.04%
 - Harwich: 75.96%

Assessment: Step 1 – calculation of budget

Budget	FY22 Draft Amount
Operating	\$41,879,545
Transportation	\$1,510,308
Capital	\$363,813
Debt	\$1,934,625

Step 2 – Forecast Offsets

Source	Forecast
Chapter 70	\$3,798,314
Excess And Deficiency	\$500,000
Charter School	\$99,925
Medicaid	\$100,000
Interest	\$80,000
Misc Revenues	\$13,562
Transportation	\$713,287
Total State Aid and Other Revenue	\$5,305,088

Step 3 – Calculate Assessment


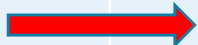
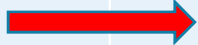
Assessment	Basis	Harwich	Chatham
Local Minimum Contribution	State Calculation	\$13,156,660	\$4,190,569
Operating assessment beyond minimum contribution	3yr rolling average of foundation enrollment	\$12,117,115	\$4,014,654
Transportation	3yr rolling average of Oct 1 enrollment	\$605,424	\$191,597
Capital / Stabilization	3yr rolling average of foundation enrollment	\$273,272	\$90,541
Debt	3yr rolling average of foundation enrollment	\$1,453,162	\$481,463
Total		\$27,605,633	\$8,968,824
<i>Increase from FY21</i>		\$785,587 2.9%	\$69,629 0.78%



These figures are not final. There are number of key variables still to be confirmed, including:

- Health Insurance
- State Chapter 70 funding
- Minimum local contributions set by the State

Different Local Minimum Contribution?

Assessment	Basis	Harwich	Chatham
Local Minimum Contribution	State Calculation 	\$13,475,924	\$4,187,136
Operating assessment beyond minimum contribution	3yr rolling average of foundation enrollment 	\$11,879,884	\$3,936,054
Transportation	3yr rolling average of Oct 1 enrollment	\$605,424	\$191,597
Capital / Stabilization	3yr rolling average of foundation enrollment	\$273,272	\$90,541
Debt	3yr rolling average of foundation enrollment	\$1,453,162	\$481,463
Total		\$27,687,666	\$8,886,791
<i>Increase from FY21</i>		\$867,620 3.2%	(\$12,404) (0.1%)

Alternative Assessment Method?

Assessment	Basis	Harwich	Chatham
Local Minimum Contribution	State Calculation	\$13,156,660	\$4,190,569
Elementary School Cost	Budgeted amount + health insurance	\$7,346,813	\$3,029,241
Operating assessment beyond minimum contribution	3yr rolling average of foundation enrollment	\$4,323,311	\$1,432,403
Transportation	3yr rolling average of Oct 1 enrollment	\$605,424	\$191,597
Capital / Stabilization	3yr rolling average of foundation enrollment	\$273,272	\$90,541
Debt	3yr rolling average of foundation enrollment	\$1,453,162	\$481,463
Total		\$27,158,643	\$9,415,814
<i>Increase from FY21</i>		\$338,597 1.3%	\$516,619 5.8%

Next Steps

- Finalize Budget
 - Health insurance
- Revenue
 - State Budget Information
 - E&D certification
- Assessments
 - Regional Agreement – possible changes to the regional agreement.
 - Town financial outlook
- Future Meetings: 1/14 (SC), 1/28 (SC), 2/11 (Public Hearing)
- Collective Agreement Negotiations



CAPE COD

Regional Technical High School



FY22 Operating Budget

Cape Cod Tech

Finance Committee

Anthony Tullio – Wellfleet (chair)

David Bloomfield – Mashpee

Dr. Norman Michaud - Yarmouth

Stefan Galazzi – Orleans

Paul Hebert - Barnstable

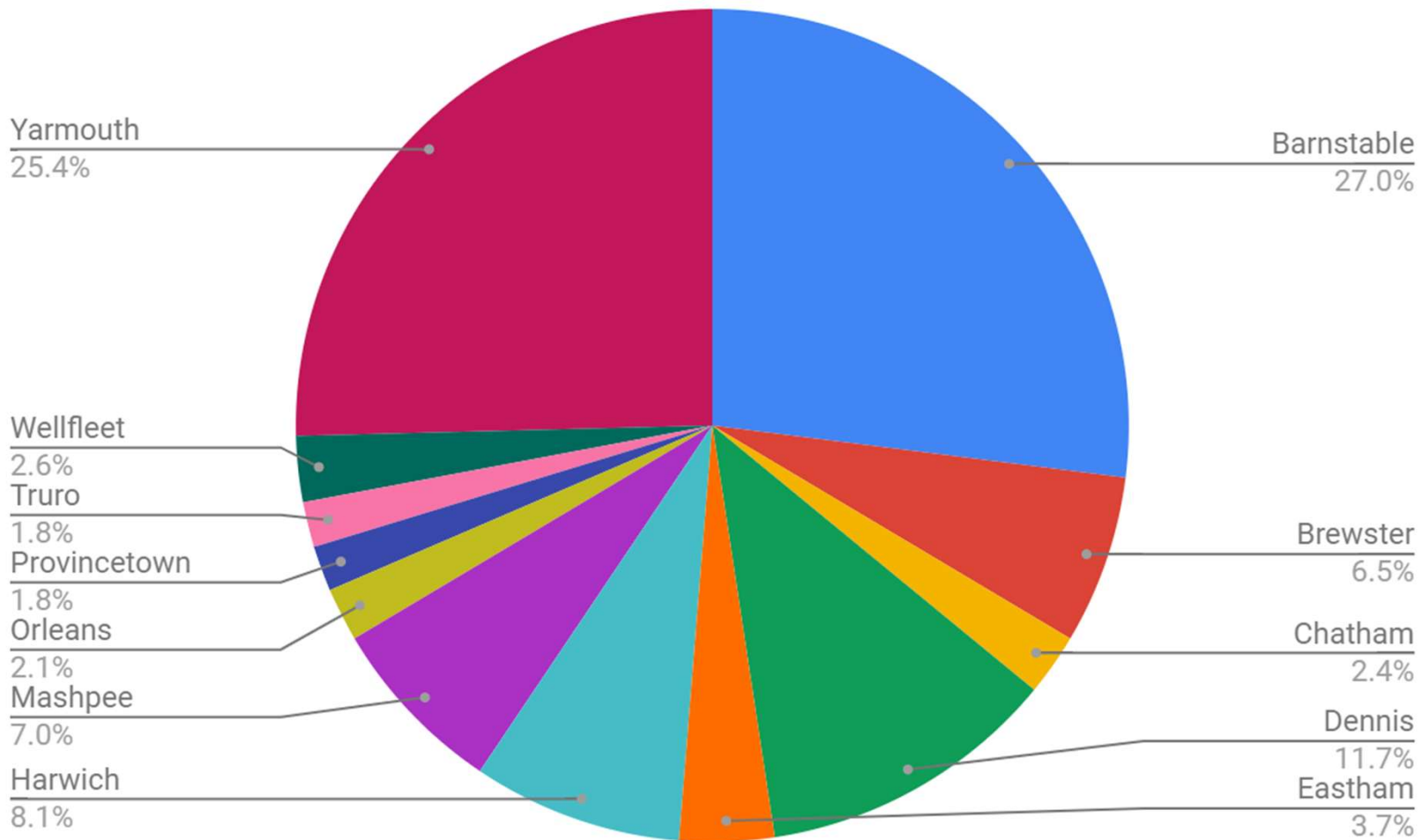


FY22 Enrollment by Town

Enrollments	Students FY22	Students FY21	Change
Barnstable	169	194	-25
Brewster	41	29	12
Chatham	15	10	5
Dennis	73	73	0
Eastham	23	22	1
Harwich	51	58	-7
Mashpee	44	48	-4
Orleans	13	12	1
Provincetown	11	14	-3
Truro	11	6	5
Wellfleet	16	13	3
Yarmouth	<u>159</u>	<u>137</u>	<u>22</u>
Total	626	616	10



FY22 Enrollment



***Enrollment as of 10/1/2020**

Student Enrollment Trend

	FY18 Students	%	FY19 Students	%	FY20 Students	%	FY21 Students	%	FY22 Students	%
Barnstable	183	29.5%	179	30.3%	176	30.9%	194	31.5%	169	27.0%
Brewster	43	6.9%	41	7.0%	36	6.1%	29	4.7%	41	6.55%
Chatham	10	1.6%	7	1.2%	8	1.4%	10	1.6%	15	2.40%
Dennis	67	10.8%	61	10.4%	68	11.6%	73	11.9%	73	11.66%
Eastham	15	2.4%	22	3.7%	22	3.7%	22	3.6%	23	3.67%
Harwich	77	12.4%	77	13.1%	67	11.4%	58	9.4%	51	8.15%
Mashpee	57	9.2%	53	9.0%	45	7.7%	48	7.8%	44	7.03%
Orleans	15	2.4%	11	1.9%	9	1.5%	12	1.9%	13	2.08%
Provincetown	5	0.8%	7	1.2%	11	1.9%	14	2.3%	11	1.76%
Truro	3	0.5%	6	1.0%	6	1.0%	6	1.0%	11	1.76%
Wellfleet	9	1.5%	13	2.2%	12	2.0%	13	2.1%	16	2.56%
Yarmouth	137	22.1%	114	19.4%	110	18.7%	137	22.2%	159	25.4%
Out-of-District										
	621		591		570		616		626	

The FY22 Budget

1.99%



\$15,812,000

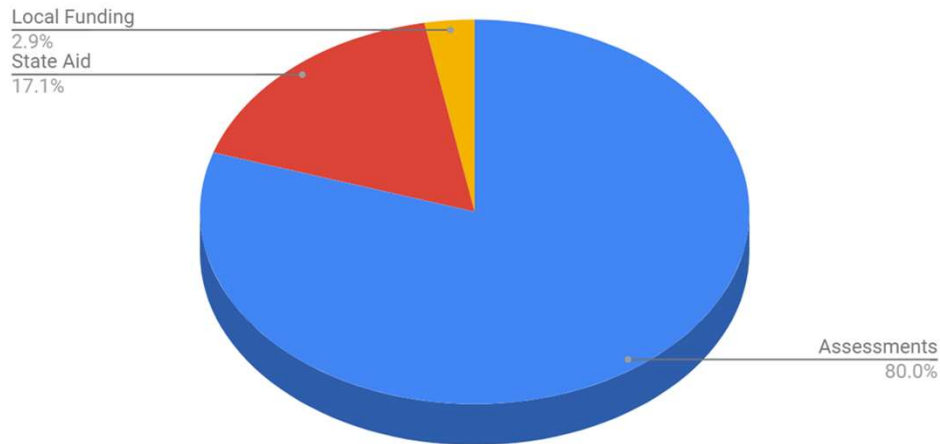
An increase of \$308,000
over the original FY21
Budget

Six Year History

Fiscal Year	Budget
FY16	4.49%*
FY17	-.50%
FY18	1.89 %
FY19	1.44 %
FY20	0.96 %
FY21	2.76%/1.34 %

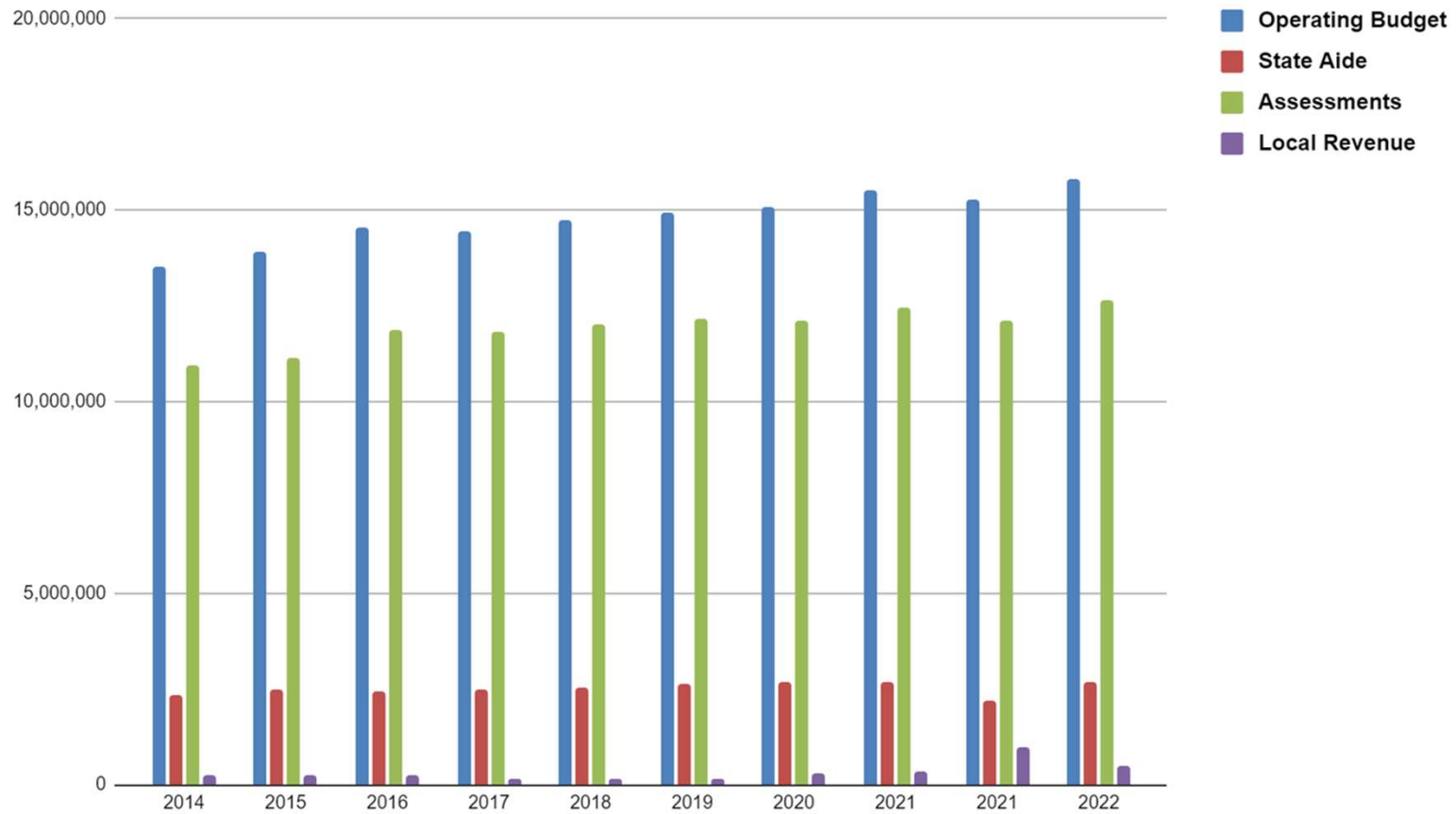


Where Does the Money Come From?



FY22 Revenue Sources	
Assessments	\$ 12,647,853
State Aid	\$ 2,699,147
Local Revenue	\$ 465,000

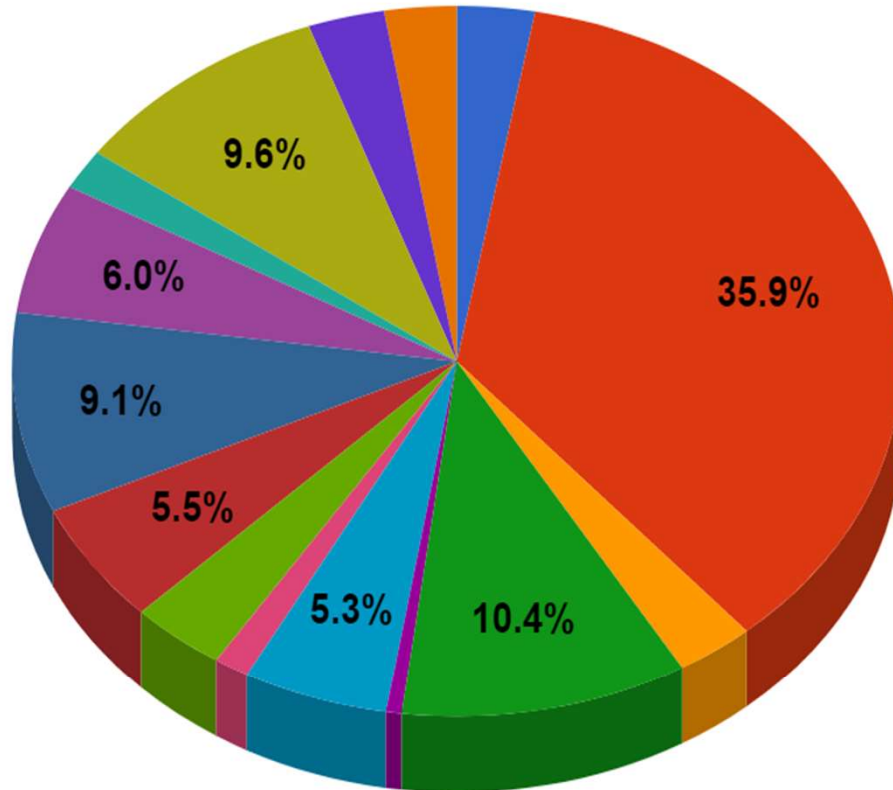
Revenue Source vs. The Operating Budget



Revenue Source vs. The Operating Budget

Fiscal Year	Operating Budget	State Aide	Assessments	Local Revenue
2015	13,908,300	2,490,657	11,166,643	251,000
2016	14,532,300	2,413,040	11,885,260	234,000
2017	14,459,000	2,466,487	11,844,513	148,000
2018	14,732,000	2,538,847	12,043,153	150,000
2019	14,944,000	2,634,067	12,159,933	150,000
2020	15,087,000	2,659,133	12,137,867	290,000
2021 (org)	15,504,000	2,699,147	12,464,853	340,000
2021 (riv)	15,289,584	2,193,718	12,137,867	958,000
2022*	15,812,000	2,699,147	12,647,853	465,000

What is the Money Used For?



- Building Leadership
- Teacher's Salaries
- Retirement
- Insurance Benefits
- Library
- Retiree Benefits
- Educational Materials
- Guidance
- Transportation
- Support Services
- Administration
- General Insurance
- Plant Operations
- District-Wide Supervision
- Capital Requirements



WHAT IS THE MONEY FOR?		
Building Leadership	447,061	2.8%
Teachers Salaries	5,671,185	35.9%
Retirement	449,201	2.8%
Insurance Benefits	1,651,878	10.4%
Library	89,194	0.6%
Retiree Benefits	834,708	5.3%
Educational Materials	201,600	1.3%
Guidance	546,406	3.5%
Transportation	875,525	5.5%
Support Services	1,440,581	9.1%
Administration	943,321	6.0%
General Insurance	288,545	1.8%
Plant Operations	1,518,601	9.6%
District-Wide Supervision	439,194	2.8%
Capital Requirements	415,000	2.6%
	15,812,000	



Capital Debt

	Principal	Interest	Total P&I
2020	2,935,000	4,682,300	7,617,300
2021	3,320,000	2,940,700	6,260,700
2022	3,485,000	2,770,575	6,255,575
2023	3,485,000	2,596,325	6,081,325
2024	3,485,000	2,422,075	5,907,075
2025	3,485,000	2,247,825	5,732,825
2026	3,485,000	2,073,575	5,558,575
2027	3,485,000	1,899,325	5,384,325
2028	3,485,000	1,725,075	5,210,075
2029	3,485,000	1,550,825	5,035,825
2030	3,485,000	1,376,575	4,861,575
2031	3,485,000	1,202,325	4,687,325
2032	3,485,000	1,045,500	4,530,500
2033	3,485,000	906,100	4,391,100
2034	3,485,000	766,700	4,251,700
2035	3,485,000	627,300	4,112,300
2036	3,485,000	487,900	3,972,900
2037	3,485,000	348,500	3,833,500
2038	3,485,000	209,100	3,694,100
2039	3,485,000	69,700	3,554,700
	\$68,985,000	\$31,948,300	\$100,933,300

**In FY19
Cape Tech issued a
Bond in the amount of
\$68,985,000 at 3.32% for
20 Years Fixed Principal**

FY22 Capital Debt Assessment

Town of Barnstable	\$1,688,805
Town of Brewster	\$409,710
Town of Chatham	\$149,894
Town of Dennis	\$729,484
Town of Eastham	\$229,837
Town of Harwich	\$509,639
Town of Mashpee	\$439,689
Town of Orleans	\$129,908
Town of Provincetown	\$109,922
Town of Truro	\$109,922
Town of Wellfleet	\$159,887
Town of Yarmouth	<u>\$1,588,876</u>
	\$6,255,575

Cape Cod Regional Technical High School

FY22 Budget - Proposed

	Description	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Proposed	FY21 Budget	FY22 Proposed	%	Expected Grant Funds
40	Principal(1)	\$127,810.84	\$130,886	\$134,127	\$137,117	\$137,117	\$140,174		
41	Assistant Principal (1)	\$110,482	\$113,219	\$115,999	\$118,575	\$118,575	\$121,209		
42	Secretary to Principal(1)	\$63,776	\$65,270	\$76,700	\$63,215	\$63,215	\$69,660		
43	Attendance Clerk (.71)	\$27,992.03	\$31,227	\$33,557	\$35,487	\$35,487	\$36,197		
44	Assistant Principal Secretary (.85)	\$63,544.84	\$46,478	\$47,556	\$49,721	\$49,721	\$49,721		
45	Agenda Books	\$3,559.60	\$3,470	\$3,255	\$3,600	\$3,600	\$3,500		
46	Accreditation	\$6,670.99	\$0	\$0	\$0	\$0	\$12,000		
47	Principal's Supplies	\$5,742.48	\$5,575	\$3,674	\$5,750	\$5,425	\$5,500		
48	MCAS Supplies	\$872.64	\$389	\$0	\$800	\$800	\$500		
49	Assistant Principal Supplies	\$1,094.96	\$1,179	\$1,675	\$1,000	\$1,000	\$1,000		
50	Graduation Expense	\$550.62	\$997	\$12,552	\$1,500	\$1,500	\$1,500		
51	Prin./AP Dues & Subscriptions	\$1,235	\$397	\$150	\$800	\$800	\$600		
52	Principal/AP Travel	\$597.34	\$33	\$0	\$90	\$90	\$0		
53	Recognition Awards	\$7,121.09	\$9,558	\$5,618	\$7,000	\$7,000	\$5,500		
54	Total School Building Leadership	\$421,050.43	\$408,679	\$434,863	\$424,655	\$424,330	\$447,061	5.28%	
55									
56	Network Engineer (1)	\$81,063	\$85,581	\$87,721	\$89,695	\$89,695	\$91,713		
57	Technology Systems and Data Assistant (1)	\$72,775	\$76,696	\$80,767	\$84,786	\$84,786	\$86,694		
58	Technology Contracted Services	\$0	\$0	\$0	\$2,000	\$2,000	\$1,500		
59	Technology Supplies	\$7,394.16	\$10,118	\$12,304	\$7,650	\$7,650	\$9,000		
60	Audio Visual Supplies	\$19.62	\$107	\$0	\$200	\$200	\$0		
61	Total Building Technology	\$161,251.78	\$172,502	\$180,792	\$184,331	\$184,331	\$188,907	2.48%	
62									
63	Auto Collision Instructors (2)	\$136,096	\$142,174	\$148,093	\$154,150	\$154,150	\$160,473		
64	Auto Technology Instructors (2)	\$140,544	\$146,795	\$152,878	\$159,105	\$159,105	\$165,603		
65	Carpentry Staff (2)	\$147,861	\$147,098	\$152,210	\$158,425	\$156,425	\$150,843		
66	Cosmetology Instructors (2)	\$138,628.03	\$144,291	\$150,839	\$159,063	\$159,063	\$167,607		
67	Culinary Arts Staff (2)	\$168,557	\$172,350	\$175,798	\$179,273	\$179,273	\$182,899		
68	Dental Assist. Instructor (1.25)	\$73,048	\$77,705	\$82,335	\$86,638	\$86,638	\$148,787		
69	Early Childhood Instructors - CLOSED	\$83,756	\$88,521	\$0	\$0	\$0	\$0		
70	Electrical Instructors (2)	\$133,041	\$139,095	\$147,081	\$153,193	\$153,193	\$159,573		
71	Graphic Arts Instructors (2)	\$144,103	\$153,378	\$159,522	\$172,557	\$172,557	\$179,115		
72	Health Technology Instructors (3)	\$230,016	\$247,992	\$231,262	\$243,498	\$243,498	\$195,201		
73	Horticulture Instructors (2)	\$144,050	\$143,107	\$159,465	\$165,750	\$165,750	\$172,307		
74	HVAC Staff (2)	\$81,577	\$86,427	\$167,537	\$162,559	\$162,559	\$239,939		
75	Information Technology Instructors (2)	\$126,488	\$123,170	\$131,585	\$140,653	\$140,653	\$149,907		
76	Marine Instructor (2)	\$142,440.10	\$149,394	\$150,455	\$162,902	\$162,902	\$169,399		
77	Plumbing Instructor (2)	\$175,919.40	\$176,331	\$160,232	\$166,373	\$166,373	\$166,872		
78	Welding Instructor - CLOSED	\$68,726	\$73,287	\$0	\$0	\$0	\$0		
79	Art Teacher (1)	\$19,904.64	\$22,350	\$54,560	\$58,787	\$58,787	\$63,164		
80	21st Century Skills (2)	\$163,951	\$167,640	\$170,993	\$155,673	\$155,673	\$172,435		

Cape Cod Regional Technical High School

FY22 Budget - Proposed

	Description	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Proposed	FY21 Budget	FY22 Proposed	%	Expected Grant Funds
119	Auto Body Texts	\$0	\$0	\$665	\$1,500	\$1,500	\$1,000		
120	Auto Technology Texts	\$3,247.20	\$0	\$0	\$500	\$500	\$0		
121	Carpentry Texts	\$10.44	\$0	\$3,009	\$1,000	\$1,000	\$0		
122	Cosmetology Texts	\$0	\$0	\$0	\$1,500	\$1,500	\$500		
123	Culinary Arts Texts	\$1,886.80	\$1,495	\$0	\$1,000	\$1,000	\$500		
124	Dental Assistant Texts	\$183.20	\$0	\$72	\$500	\$500	\$0		
125	Electrical Texts	\$2,087.25	\$0	\$5,951	\$0	\$2,500	\$500		
126	Graphic Arts Text		\$195	\$0	\$2,500	\$250	\$0		
127	Health Technology Texts	\$2,687.78	\$0	\$0	\$250	\$2,300	\$2,000		
128	Horticulture Texts	\$0	\$599	\$2,688	\$2,300	\$0	\$0		
129	HVAC Texts	\$0	\$0	\$0	\$800	\$800	\$0		
130	Information Technology Texts	\$2,650	\$0	\$0	\$1,000	\$1,000	\$500		
131	Marine Mechanics Texts	\$0	\$0	\$1,167	\$800	\$800	\$500		
132	Plumbing Texts	\$0	\$0	\$12,993	\$1,250	\$1,250	\$0		
133	Engineering Texts	\$2,090.99	\$750	\$2,783	\$2,000	\$2,000	\$500		
134	Special Needs Texts	\$37.45	\$193	\$243	\$2,000	\$2,000	\$750		
135	English Texts	\$3,893.45	\$3,679	\$0	\$3,800	\$3,800	\$3,000		
136	Math Texts	\$0	\$0	\$0	\$200	\$200	\$0		
137	Science Texts	\$5,277.36	\$0	\$0	\$1,800	\$1,800	\$1,000		
138	Social Studies Texts	\$2,901.86	\$0	\$0	\$500	\$500	\$15,000		
139	Total Textbooks	\$26,953.78	\$6,910	\$29,571	\$25,200	\$25,200	\$25,750	2.18%	
140									
141	Auto Tech S/W	\$2,487.99	\$2,310	\$1,768	\$2,000	\$2,000	\$2,000		
142	Carpentry S/W	\$0	\$0	\$0	\$0	\$500	\$0		
143	Cosmetology S/W	\$34	\$299	\$0	\$500	\$100	\$100		
144	Culinary Arts S/W	\$341	\$668	\$598	\$100	\$700	\$600		
145	Dental S/W	\$0	\$0	\$1,398	\$700	\$0	\$0		
146	Electrical S/W	\$150	\$150	\$150	\$150	\$150	\$150		
147	Graphic Arts S/W	\$0.00	\$3,043	\$0	\$0	\$0	\$0		
148	Health Tech S/W	\$5,079.44	\$4,472	\$3,316	\$4,200	\$4,200	\$3,500		
149	Horticulture S/W	\$525	\$0	\$0	\$500	\$500	\$0		
150	HVAC S/W	\$0	\$0	\$0	\$200	\$200	\$0		
151	Information Technology S/W	\$3,950	\$0	\$5,394	\$3,500	\$3,500	\$3,500		
152	Marine S/W	\$265	\$0	\$0	\$300	\$300	\$0		
153	Engineering S/W	\$55	\$525	\$99	\$300	\$300	\$200		
154	Special Needs S/W	\$206.94	\$3,150	\$1,581	\$500	\$500	\$1,500		
155	English S/W	\$2,831.76	\$95	\$0	\$500	\$500	\$200		

Cape Cod Regional Technical High School

FY22 Budget - Proposed

	Description	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Proposed	FY21 Budget	FY22 Proposed	%	Expected Grant Funds
195	Field Trips-Competitions	\$51,628.78	\$32,790	\$3,526	\$45,000	\$40,000	\$40,000		
196	Senior Project	\$771.72	\$580	\$11	\$800	\$800	\$500		
197	Summer School	\$0.00	\$0	\$0	\$3,000	\$3,000	\$3,000		
198	Tutoring & Credit Recovery	\$14,118.27	\$8,568	\$6,814	\$10,000	\$10,000	\$7,500		
199	Total Other Instructional Services	\$66,518.77	\$41,937	\$10,351	\$58,800	\$53,800	\$51,000	-13.27%	
200									
201	Guidance Counselors (4)	\$306,910.83	\$328,743	\$318,740	\$336,249	\$311,249	\$327,684		
202	At Risk Counselor (1)	\$58,903.13	\$76,334	\$81,854	\$86,291	\$86,291	\$93,856		
203	Guidance Secretaries (2)	\$95,085.57	\$96,300	\$102,156	\$106,242	\$106,242	\$108,366		
204	Guidance Supplies	\$5,552.88	\$3,514	\$3,568	\$5,000	\$5,000	\$4,000		
205	Guidance Public Relations	\$11,823.79	\$9,550	\$8,926	\$12,000	\$10,000	\$9,000		
206	Volunteer Lunches	\$757.50	\$0	\$0	\$0	\$0	\$0		
207	Guidance Travel	\$99.08	\$204	\$0	\$200	\$200	\$0		
208	Dues & Subscriptions	\$0	\$1,914	\$2,370	\$200	\$200	\$2,300		
209	ELL Testing & Services	\$573.11	\$1,336	\$1,708	\$1,000	\$1,000	\$1,200		
210	Total Guidance and Counseling Services	\$479,705.89	\$517,895	\$519,322	\$547,182	\$520,182	\$546,406	-0.14%	
211									
212	Psychological Services	\$36,157.72	\$47,350	\$31,825	\$48,000	\$48,000	\$48,000		
213	Total Psychological Services	\$36,157.72	\$47,350	\$31,825	\$48,000	\$48,000	\$48,000	0.00%	
214									
215	Nurse (1)	\$70,642	\$60,948	\$65,236	\$69,671	\$69,671	\$74,257		
216	Assistant to Nurse (1)	\$28,500.71	\$28,496	\$34,557	\$35,114	\$35,114	\$35,816		
217	Medical Services	\$380	\$150	\$0	\$350	\$350	\$0		
218	Nurse's Supplies	\$3,283.26	\$6,629	\$3,814	\$3,500	\$3,500	\$3,500		
219	Total Health Services	\$102,805.97	\$96,223	\$103,607	\$108,635	\$108,635	\$113,573	4.55%	
220									
221	Basic Transportation	\$676,328.04	\$678,526	\$639,322	\$789,525	\$789,525	\$789,525		
222	Late Transportation	\$55,163.61	\$58,705	\$45,849	\$80,000	\$80,000	\$70,000		
223	Special Needs Transportation	\$22,235.28	\$8,006	\$11,038	\$14,000	\$14,000	\$8,000		
224	Homeless Transportation	\$16,900.75	\$9,681	\$0	\$9,000	\$9,000	\$8,000		
225	Total Student Transportation	\$770,627.68	\$754,918	\$696,209	\$892,525	\$892,525	\$875,525	-1.90%	
226									
227	Transfer to School Lunch	\$45,000.00	\$28,000	\$30,000	\$26,000	\$26,000	\$26,000		
228	Total Food Services	\$45,000.00	\$28,000	\$30,000	\$26,000	\$26,000	\$26,000	0.00%	
229									
231	Coaches	\$112,249	\$124,856	\$90,217	\$146,133	\$136,133	\$141,133		
232	Sports Clinics/Trainer	\$5,347.81	\$1,627	\$450	\$50,000	\$5,000	\$50,000		
233	Officials	\$24,747	\$23,731	\$20,334	\$28,000	\$28,000	\$25,000		
234	Activity Staff	\$9,782	\$9,719	\$9,867	\$10,000	\$10,000	\$10,000		
235	Ice Time	\$11,045	\$13,279	\$5,577	\$15,000	\$15,000	\$12,000		
236	Game Transportation	\$30,715.57	\$39,802	\$30,599	\$55,000	\$54,000	\$54,000		

Cape Cod Regional Technical High School

FY22 Budget - Proposed

	Description	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Proposed	FY21 Budget	FY22 Proposed	%	Expected Grant Funds
314	Postage Meter	\$2,983.56	\$2,984	\$2,984	\$3,000	\$2,998	\$2,998		
315	Total Fixed Lease Charges	\$2,983.56	\$2,984	\$2,984	\$3,000	\$2,998	\$2,998	-0.07%	
316									
317	Building Improvement	\$107,610.10	\$66,355	\$56,590	\$125,000	\$110,000	\$150,000		
318	New Equipment	\$107,605.12	\$93,221	\$71,735	\$80,000	\$70,000	\$80,000		
319	Technology Equip/Software	\$96,594.62	\$99,857	\$105,427	\$95,000	\$95,000	\$95,000		
320	Replacement Equipment	\$72,090.42	\$141,090	\$139,223	\$90,000	\$80,000	\$90,000		
321	Total Fixed Assets	\$383,900.26	\$400,523	\$372,975	\$390,000	\$355,000	\$415,000	6.41%	
322	Capital Improvement Stabilization Fund	\$70,000.00	\$ 30,000.00						
323	Total Operating and Capital Budget	\$14,728,664.46	\$14,936,796	\$14,526,346	\$15,504,000	\$15,289,584	\$15,812,000	1.99%	\$225,000
							\$308,000		

COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL
COMMISSION

95 Fourth Street, Suite 3, Chelsea, MA 02150

2021 Seasonal Population Increase Estimation Form

City / Town:

Date:

Alcoholic Beverages Control Commission
c/o Licensing Department
95 Fourth Street, Suite 3
Chelsea, MA 02150

To Whom It May Concern:

Acting under authority contained in M.G.L. Ch. 138, s17, as amended, our Board at a meeting held on

Date of Meeting

, estimated that the temporary increased resident population

of

City / Town Name

, as of July 10, 2021 will be

Estimated Population

This estimate was made and voted upon by us at a meeting called for the purpose, after due notice to each of the members of the time, place and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief.

The above statements are made under the pains and penalties of perjury.

Very truly yours,
Local Licensing Authorities



OFFICE OF THE SELECTMEN
732 MAIN STREET
HARWICH, MA 02645
508-430-7513

APPLICATION FOR COMMON VICTUALLERS LICENSE

Fee: \$50 New application Annual # of seats 110
Renewal Seasonal Opening date 1/1/2021

In accordance with the provisions of the Statutes relating thereto, application for a Common Victuallers license is hereby made by:

Business Name Blue Stripe LLC Phone 508-432-4745

Doing Business As (d/b/a) Cape Sea Grille

Business Address 31 Sea St. Harwich Port, MA 02646

Mailing Address PO Box 414 Harwich Port, MA 02646

Email Address CapeSeagrille@aol.com

Name of Owner Douglas + Jennifer Ramler

(If corporation or partnership, list name, title and address of officers)

Douglas Ramler Member

Jennifer Ramler Member

[Signature]

Signature of applicant & title Federal I.D. #

Pursuant to MGL Ch. 62c, Sec. 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I have filed all state tax returns and paid all state taxes required under law.

Signature of individual or corporate name By Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes and regulations, including zoning ordinances, health regulations and building and fire codes.

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

Required signatures to be obtained by the applicant prior to submission of new applications.



OFFICE OF THE SELECTMEN
732 MAIN STREET
HARWICH, MA 02645
508-430-7513

APPLICATION FOR COMMON VICTUALLERS LICENSE

Fee: \$50 New application Annual # of seats 75
Renewal Seasonal Opening date 1-1-2021

In accordance with the provisions of the Statutes relating thereto, application for a Common Victuallers license is hereby made by:

Business Name WFS Restaurant group inc. Phone 508-430-0405

Doing Business As (d/b/a) Lahouette Restaurant

Business Address 787 Rt. 28 Harwich port ma. 02646

Mailing Address Same

Email Address _____

Name of Owner Christian Schultz

(If corporation or partnership, list name, title and address of officers)

Walter Schultz President

Christian Schultz treasurer

Chris Schultz
Signature of applicant & title

Federal I.D. # _____

Pursuant to MGL Ch. 62c, Sec. 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I have filed all state tax returns and paid all state taxes required under law.

WFS Restaurant group inc.
Signature of individual or corporate name

By Chris Schultz
Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes and regulations, including zoning ordinances, health regulations and building and fire codes.

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

Required signatures to be obtained by the applicant prior to submission of new applications.



OFFICE OF THE SELECTMEN
 732 MAIN STREET
 HARWICH, MA 02645
 508-430-7513

APPLICATION FOR COMMON VICTUALLERS LICENSE

Fee: \$50 New application Annual # of seats _____
 Renewal Seasonal Opening date _____

In accordance with the provisions of the Statutes relating thereto, application for a Common Victuallers license is hereby made by:

Business Name Morin-Froughton Inc Phone 508-432-5399

Doing Business As (d/b/a) Lighthouse Cafe

Business Address 216 Rte 28 West Harwich

Mailing Address P.O. Box 201 West Harwich

Email Address _____

Name of Owner John Froughton - Karen Morin

(If corporation or partnership, list name, title and address of officers)

John Froughton - president

Karen Morin - treasurer

Karen Morin Federal I.D. # _____
 Signature of applicant & title

Pursuant to MGL Ch. 62c, Sec. 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I have filed all state tax returns and paid all state taxes required under law.

Morin-Froughton Inc By Karen Morin
 Signature of individual or corporate name Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes and regulations, including zoning ordinances, health regulations and building and fire codes.

[Signature]
 Building Commissioner

[Signature]
 Board of Health

[Signature]
 Fire Department

Required signatures to be obtained by the applicant prior to submission of new applications.



OFFICE OF THE SELECTMEN
732 MAIN ST., HARWICH, MA 02645
www.harwich-ma.gov
(508) 430-7513

LICENSE FOR: CLASS I - AGENTS OR SELLERS
 CLASS II - USED CAR DEALERS
 CLASS III - JUNK CAR DEALERS
 CLASS IV - AUTO REPAIRMAN

NEW APPLICATION RENEWAL FEE: \$100 each

BUSINESS NAME Good Sons Motor Cars LLC.

D/B/A _____ PHONE 508-737-3882

BUSINESS ADDRESS 210 Queen Ann Rd. - Unit 102

MAILING ADDRESS _____

NAME OF OWNER Paul Bonfiglio

EMAIL ADDRESS Goodsonsmotorcars@gmail.com

IF CORPORATION OR PARTNERSHIP, LIST OFFICER INFORMATION BELOW.

Name	Title	Address
<u>Paul Bonfiglio</u>	<u>President</u>	<u>-</u>

Paul A. Bonfiglio Signature of applicant & title Federal I.D. # 3

Pursuant to MGL Ch. 62c, Sec. 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I have filed all state tax returns and paid all state taxes required by law.

Good Sons Motor Cars LLC Signature of individual or corporate name By Paul A. Bonfiglio Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected & found to be in compliance with applicable local codes & regulations including zoning ordinances, health regulations, building & fire codes.

NA Building Commissioner Matthews O'Neill Board of Health BTH Fire Department

Required signatures to be obtained by the applicant prior to submission of new applications.



OFFICE OF THE SELECTMEN
732 MAIN ST., HARWICH, MA 02645
www.harwich-ma.gov
(508) 430-7513

LICENSE FOR: CLASS I - AGENTS OR SELLERS
 CLASS II - USED CAR DEALERS
 CLASS III - JUNK CAR DEALERS
 CLASS IV - AUTO REPAIRMAN

NEW APPLICATION RENEWAL FEE: \$100 each

BUSINESS NAME ~~Richie's Garage~~ Richard Centoliba

D/B/A Richie's Garage PHONE 508-432-2676

BUSINESS ADDRESS 191 Queen Anne Rd Unit #9

MAILING ADDRESS SAME

NAME OF OWNER Richard Centoliba

EMAIL ADDRESS Richie's Garage 3 @ Gmail.com

IF CORPORATION OR PARTNERSHIP, LIST OFFICER INFORMATION BELOW.

Name	Title	Address

[Signature]
Signature of applicant & title Federal I.D. # _____

Pursuant to MGL Ch. 62c, Sec. 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I have filed all state tax returns and paid all state taxes required by law.

[Signature] By _____
Signature of individual or corporate name Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected & found to be in compliance with applicable local codes & regulations including zoning ordinances, health regulations, building & fire codes.

NA Building Commissioner Matthew O'Neill Board of Health [Signature] Fire Department

Required signatures to be obtained by the applicant prior to submission of new applications.



OFFICE OF THE SELECTMEN
732 MAIN ST., HARWICH, MA 02645
www.harwich-ma.gov
(508) 430-7513

LICENSE FOR: CLASS I - AGENTS OR SELLERS
 X CLASS II - USED CAR DEALERS
 CLASS III - JUNK CAR DEALERS
 X CLASS IV - AUTO REPAIRMAN

 NEW APPLICATION X RENEWAL FEE: \$100 each

BUSINESS NAME PETER S. STAGG

D/B/A _____ PHONE 508-280-4303

BUSINESS ADDRESS 182 Route 137, Harwich, MA 02645

MAILING ADDRESS P.O. Box 1423, E. Harwich, MA 02645

NAME OF OWNER Peter S. Stagg

EMAIL ADDRESS psstagg@comcast.net

IF CORPORATION OR PARTNERSHIP, LIST OFFICER INFORMATION BELOW.

Name	Title	Address
<u>N/A</u>		

Peter S. Stagg
Signature of applicant & title Federal I.D. # _____

Pursuant to MGL Ch. 62c, Sec. 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I have filed all state tax returns and paid all state taxes required by law.

Peter S. Stagg By _____
Signature of individual or corporate name Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected & found to be in compliance with applicable local codes & regulations including zoning ordinances, health regulations, building & fire codes.

N/A Myra Selby [Signature]
Building Commissioner Board of Health Fire Department

Required signatures to be obtained by the applicant prior to submission of new applications.

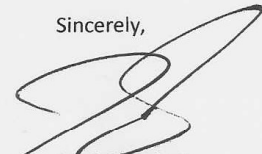
Ember Coal Fired Pizza & Wings
600 Route 28
Harwich, M 02646
(508) 430-0407

Town of Harwich
732 Main Street
Harwich, MA 02645

To: Board of Selectmen

Given the current guidelines and dining restrictions in Massachusetts, Ember Pizza Inc. wishes to close temporarily for maintenance and cleaning until February 10, 2021 or a return to 50% capacity is again permitted.

Sincerely,



Justin Brackett

CONTRACTS



MEMO

TO: Joseph F. Powers, Interim Town Administrator

FROM: Griffin Ryder, Town Engineer ^{GJR}

CC: Carol Coppola – Finance Director/Town Accountant
Shawn Fernandez – Cranberry Valley Golf Course Superintendent
Roman Greer – Cranberry Valley Golf Course Director of Golf

RE: Town of Harwich and Bowditch Excavating, Inc.
Cranberry Valley Golf Course Clubhouse Entrance Site Improvements

DATE: January 8, 2021

Please find the attached Contract Agreement between the Town of Harwich and Bowditch Excavating, Inc. for the Cranberry Valley Golf Course Clubhouse Entrance Site Improvements for signature by the Board of Selectmen.

Shawn Fernandez, Cranberry Valley Golf Course Superintendent, and I worked collaboratively on the development of the Invitation for Bids, the preparation of the supporting documents, the bid opening and the contract preparation for this M.G.L. c. 30, §39M Public Works Construction Contract. Shawn managed the mandatory pre-bid sitewalk and I managed the procurement and bid opening.

Enclosed you will find:

- A Summary of Project prepared by Mr. Fernandez documenting the procurement process, funding and bid results;
- A completed 12/13/18 Revised Procurement Checklist with supporting information;
 - including the full invitation for bid package with completed agreement executed by Bowditch Excavating, Inc. for execution by the Board of Selectmen;
- A completed Pre-procurement checklist initiating the procurement.

The Invitation for Bids and contract form is based on the KP Law Public Works (Non-Building) Construction template and the Finance Director has confirmed the availability of funds and the source in accordance with M.G.L., c. 44, §31C.

Recommendation: I recommend that the Board of Selectmen execute the contract with Bowditch Excavating, Inc. for the Cranberry Valley Golf Course Clubhouse Entrance Site Improvements construction for \$86,300.00.

Summary of Project

On November 2 the Town of Harwich published an RFP requiring sealed bids for the CVGC Clubhouse Entrance Site Improvements. The RFP was posted on the town's website and posted in both the Cape Cod Chronicle and Comm Buys. The public bid opening occurred virtually on Thursday November 19, 2020 at 2:00 pm, was conducted by Griffin Ryder, with Shawn Fernandez, Roman Greer and a member of the public in attendance.

All 3 of the companies who submitted bids attended the mandatory pre-bid walk-thru.

The following is a breakdown of the bids:

Bodwitch	\$ 86,300.00
Costal Construction	\$ 175,980.40
Eastward Companies	\$ 178,028.10

The Funding source is in two different articles from two different town meetings.

TM17 Article 18 (\$1.2 million) – This project is part of the “Golf Infrastructure Project” as it is remedying the area where the old cart barn was demolished. The Golf Infrastructure Fund is paying 100% of the debt attributed to this project

TM18 Article 29 (\$50,000 thousand) – This article transferred funds from the Golf Improvement Fund for expanded landscape/hardscape improvements in front of the clubhouse, following a plan designed by landscape architect Michael Curadossi to remedy the area where the old card barn was demolished and improving the front of the clubhouse. This plan has received Planning Board approval.

Project Name: WEL SITE IMPROVEMENTS Year and Article #: 2017 Article 18 (1.2m) Appropriation: \$ 50,000.

Low Bidder: BODWITCH Bid Price: \$ 86,300.

12/13/18 Revised Procurement Checklist

Please complete checklist below for contracts requiring Selectmen* signature **before Wednesday morning**** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

*Note: contracts (not grants) **below \$25,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - b. Identify the funding source, such as article number and amount approved. 04465A2/617018/1718
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less. \$86,300
- 2. Finance Director has signed that funds are available: Carol Coppola Account # _____
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

Buildings and Public Works	Goods and Services
<input checked="" type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the State Bid List :
<input checked="" type="checkbox"/> C2. If construction is near \$10,000 you also need: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> a. Written spec sheet. <input checked="" type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS. <input checked="" type="checkbox"/> c. Apparent low bidder posted to Town website. 	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input checked="" type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> a. Show project was in the Capital Plan. <input checked="" type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature. 	<input type="checkbox"/> GS2. If project is over \$5,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to. <input type="checkbox"/> b. Maximum contract length is three years.
<input checked="" type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> a. Bid Bond of 5% of total value. <input checked="" type="checkbox"/> b. Sealed Bids. <input type="checkbox"/> c. End of Public Works construction requirements 	<input type="checkbox"/> GS3. If project is over \$50,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS. <input type="checkbox"/> b. Show project utilized sealed bids. <input type="checkbox"/> c. Apparent low bidder posted to Town website.
<input type="checkbox"/> C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks. <input type="checkbox"/> b. Set a designer fee or price ceiling. <input type="checkbox"/> c. Use Standard Designer Application Form 	<input type="checkbox"/> GS4. If project is over \$100,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin. <input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. 100% payment bond was in bids. <input type="checkbox"/> b. 100% performance bond was in bids. <input type="checkbox"/> c. DCAMM certified bidders. <ul style="list-style-type: none"> <input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000. 	<p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p>
<input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> a. Solicit qualifications prior to sealed bids. 	

Original for Accounting Original for Procurement Original for Vendor Contract to Treasurer's

Signature of Town Administrator or Assistant Town Administrator: Joseph F. Powers

TOWN OF HARWICH, MASSACHUSETTS

**CONTRACT DOCUMENTS
FOR**

**CRANBERRY VALLEY GOLF COURSE
CLUBHOUSE ENTRANCE SITE IMPROVEMENTS**

October 28, 2020

Town of Harwich

Harwich Town Hall

732 Main Street

Harwich, MA 02645

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Attachment A – Wage Rates

SECTION 00020

INVITATION FOR BIDS

Sealed bids for furnishing the following item will be received at the Office of the Town Administrator, Harwich Town Hall, 732 Main Street, Harwich, MA 02645 until the time specified below at which time the bids will be publicly opened and read via a virtual meeting.

Specifications and bid forms may be obtained online at the following web address:
<https://www.harwich-ma.gov/home/pages/procurement>.

Bids will be opened in the Office of the Town Administrator on November 19, 2020, at 2 p.m. Each Bid must be accompanied by a bid security consisting of a BID BOND, CASH, or CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price. Electronic submissions will not be accepted.

A mandatory Pre-Bid Conference and Site Visit will be held at the Cranberry Valley Golf Course located at 183 Oak Street, Harwich, MA, on November 9, 2020 at 10:00 a.m. It is imperative that all prospective bidders have a representative in attendance.

A performance bond in an amount equal to 100 percent of the total amount of the contract price with a surety company qualified to do business in the Commonwealth of Massachusetts will be required for the faithful performance of the contract, as well as a labor and materials bond in an amount equal to 100 percent of the total contract price.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including, but not limited to G.L. c.30, §39M.

Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The Town of Harwich

By: Joseph F. Powers, Interim Town Administrator

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of Harwich, Massachusetts, herein called the Owner, acting by and through its Board of Selectmen, will receive sealed Bids for the project known as the Cranberry Valley Golf Course Clubhouse Entrance Site Improvements Project.

General bids shall be addressed to the Office of the Town Administrator, Harwich Town Hall, 732 Main Street, Harwich, MA 02645 and endorsed "Bid for Cranberry Valley Golf Course Clubhouse Entrance Site Improvements Project" (Project). General bids will be received at the Office of the Town Administrator until 2:00 p.m. prevailing time, on Thursday, November 19, 2020 at which time and place said bids will be publicly opened and read aloud via a virtual meeting.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done

The Work consists of hardscape and landscape site improvements at the Cranberry Valley Golf Course Clubhouse entrance and all work incidental thereto, in accordance with the project narrative, Specifications and conceptual plans attached hereto.

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the Owner or its Architect/Engineer, and shall then become a part of the Contract Documents.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.

Bid signatures will be checked.

All addenda will be sent certified mail, with return receipt requested, and/or facsimile or e-mail to all prospective bidders. All bidders shall include with their bids the written acknowledgment form provided in Section 00300, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

5. Modification

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the Owner prior to the closing time, and, provided further, the Owner must be satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to a telegraphic communication.

The communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

6. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him

to prosecute and complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive, and binding.

The Owner may make such investigations as it deems necessary, and the bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

7. Conditions of Work

Each bidder must familiarize himself fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

8. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Owner.

Every request for such interpretation should be in writing and sent via e-mail to Griffin Ryder, Harwich Town Engineer at gryder@town.harwich.ma.us, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be emailed if time requires. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor and materials under this contract. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Owner. The bonds shall remain in force for one year after final acceptance of the work by the Owner, unless the Owner, in writing, releases the Contractor from the obligation sooner.

10. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

12. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after presentation thereof by the Owner, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

13. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

14. Information Not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents. It is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner or the Architect/Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

15. Bid Security

Each bid and sub-bid must be accompanied by bid security in the form of a certified check, a bid bond, cash, or a treasurer's or cashier's check, payable to the Owner, in the amount of five (5) percent of the value of the bid. Such security of general bidders will

be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining securities will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

16. Right to Reject Bid

The Owner reserves the right to waive any informalities in bids and to reject any and all bids, should the Owner deem it to be in the public interest to do so.

The Owner may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities.

17. Time for Completion

The successful general bidder must agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the project within the time limit stated in Section 00300, FORM OF GENERAL BID.

18. Comparison of Bids

Bids will be compared on the basis of prices set forth in the bid forms. In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words will govern.

19. Award of Contract

The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 30, Section 39M, as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Contract award shall be subject to availability of an appropriation for funding.

20. Statutes Regulating Competitive Bidding

Any bid which does not comply with the provisions of Massachusetts General Laws Chapter 30, Section 39M, as amended, need not be accepted and the Owner may reject every such bid.

21. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility

of the bidder, before bid opening, to request any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract.

22. Contractor Records

The Contractor shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R concerning Contractor records.

23. INSURANCE

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in Agreement and in such form as shall protect him performing work covered by this Contract, and the Town of Harwich and its employees, agents and officials, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Town shall be named as an additional insured. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for bodily injury or death and/or property damage arising from, or in connection with, operations under this Contract.

25. PROJECT MANAGER

The Owner may utilize the services of a project manager, whose duties shall be as set forth in an Agreement for Project Manager Services.

SECTION 00300

FORM OF GENERAL BID

Bid of Bowditch Excavating Inc (hereinafter called "Bidder")*

- a corporation, organized and existing under the laws of the state of Massachusetts
- a partnership
- a joint venture
- an individual
doing business as _____

To the Town of Harwich, Massachusetts (hereinafter called "Owner").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as the Cranberry Valley Golf Course Clubhouse Entrance Site Improvements, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within 90 consecutive calendar days thereafter. The Bidder further agrees to pay as liquidated damages the sum of five hundred (\$500.00) Dollars for each consecutive calendar day thereafter that the work is not complete as provided in the contract.

Corporation

*Specify corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. 1 Dated: 11/6/2020

No. 2 Dated: 11/16/2020

No. 3 Dated: 11/16/2020

No. _____ Dated: _____

C) The Bidder agrees to perform the bid work described in the specifications and shown on the plans for the following contract price: \$ 86,300.00

eighty six thousand three hundred dollars.00

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M, as amended.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00500 AGREEMENT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price in accordance with Section 00610 PERFORMANCE BOND, Section 00620 PAYMENT BOND, and as stipulated in the contract.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for 38 years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

William Drake President 17 Squirrel Hill Lane
Hingham, MA 02043

(attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his experience, skill and business standing (add supplementary page if necessary).

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Design Engineer</u>	<u>Reference Name</u>	<u>Telephone No.</u>
a. <u>9/20</u>	<u>Deer Island Public Access</u>	<u>86,000.00</u>	<u>Atch Marine</u>	<u>Perry Bolcastro</u>	<u>781-953-0989</u>
b. <u>4/20</u>	<u>Pine Meadows G.C</u>	<u>61,000.00</u>	<u>Steven Kay</u>	<u>John Allen</u>	<u>617-538-1082</u>
c. <u>9/19</u>	<u>Rivers Edge</u>	<u>264,000.00</u>	<u>Rivers Edge Development</u>	<u>Brendan Sullivan</u>	<u>508-561-7019</u>
d. <u>4/19</u>	<u>Presidents G.C</u>	<u>62,000.00</u>	<u>Merk Mungean</u>	<u>Carl Miner</u>	<u>617-328-1776 x301</u>
e.					
f.					

Bank reference Christina Forcucci
(Name)

Santander
(Bank)

1 Rockdale St, Braintree, MA 02184
(Address)

781-843-5935
(Telephone No.)

Pursuant to G.L. c.62C, §49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

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

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Respectfully submitted:

Date: 11/19/2020

By: Walter Duke
(Signature)

Bowditch Excavating Inc
(Type Name of Bidder)

President
(Title)

17 Squirrel Hill Lane
(Business Address)

Hingham MA 02043
(City and State)

617-974-4004
(Telephone Number)

SECTION 00500

AGREEMENT

THIS AGREEMENT made this _____ day of ~~December~~^{JANUARY} in the year Two Thousand and Twenty^{-one}, between Bowditch Excavating, Inc., with a usual place of business at 17 Squirrel Hill Lane, Hingham, MA 02043, hereinafter called the CONTRACTOR, and the Town of Harwich, acting by its Board of Selectmen, with a usual place of business at 732 Main Street, Harwich, MA 02645, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the Cranberry Valley Golf Course Clubhouse Entrance Site Improvements Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of eighty-six thousand three hundred dollars and 00 cents (\$86,300.00).

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before March 1, 2021.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is

allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be five hundred dollars (\$500.00) per day.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:
- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings,

Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There is not a project architect-engineer for this project. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have thirty (30) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
 - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the

Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:

1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
 - (b) An agreed lump sum.
 - (c) The actual cost of:

- (1) Labor.
- (2) Materials entering permanently into the work.
- (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
- (4) Power and consumable supplies for the operation of power equipment.
- (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §390 in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation to Bid
Instructions to Bidders
This Contract Form
Bid Form
Performance Bond
Labor & Materials Payment Bond

Non-Collusion Certificate
Tax Compliance Certificate
Clerk's Certificate of Corporate Vote
Certificate of Insurance
Supplemental Conditions
Scope of Work
Contract Drawings
Special Provisions
Schedule of Prevailing Wages

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- (1) claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- (4) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- (5) claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

- (6) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- (7) claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible

for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Remainder of page intentionally blank.]

AGREED:

TOWN OF HARWICH, MASSACHUSETTS
(Owner)

By its Board of Selectmen



CONTRACTOR: Bowditch Excavating, Inc.

By ^{DocuSigned by:}
William R. Drake
181179DD8DD94FA

William R. Drake
(Name)

President
(Title)

17 Squirrel Hill Lane
(Address)

Hingham, MA
(City and State)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available.

By ^{DocuSigned by:}
Carol Coppola 04465A2/617018/1718
48C32039D33D434...
(Owner's Accountant)

Carol Coppola
(Name)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, Loretta A. Heady, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of Bowditch Excavating, Inc. and I further certify that a meeting of the
(Name of Corporation)

Directors of said Company, duly called and held on November 16, 2020, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

William R. Drake, President of Bowditch
Excavating, Inc. to execute Forms of
General Bid, Contracts and/or Bonds
on behalf of the Corporation and shall
be binding upon the Corporation.

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

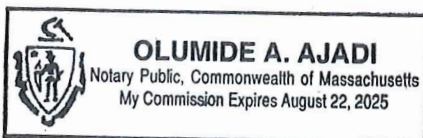
By: Loretta A. Heady 11/18/2020
(Secretary of Corporation)

A True Copy:

Attest:

Olumide A. Ajadi
(Notary Public)

My Commission Expires: AUG 22, 2025
(Date)



**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

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

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

William R. Deuka
Authorized Person's Signature

11/19/2020
Date

William R. Deuka President
Print Name & Title of Signatory

Bowditch Excavating Inc.
Name of Contractor



Western Surety Company

PERFORMANCE BOND

Bond Number: 72324013

KNOW ALL PERSONS BY THESE PRESENTS, That we Bowditch Excavating, Inc.
 _____ of
P. O. Box 527, Accord, MA 02018, hereinafter
 referred to as the Principal, and Western Surety Company,
 as Surety, are held and firmly bound unto Town of Harwich
 of 722 Main St., Harwich, MA 02645, hereinafter
 referred to as the Oblige, in the sum of Eighty-Six Thousand Three Hundred and 00/100
Dollars (\$ 86,300.00), for the payment of which we bind ourselves, our legal representatives, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated the _____ day of _____,
 _____, for Cranberry Valley Golfcourse Clubhouse Entrance Site Improvements
Project

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless
 the Oblige from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null
 and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction
 in the location in which the work or part of the work is located and shall be instituted within two years after
 Contractor Default or within two years after the Contractor ceased working or within two years after the Surety
 refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this
 Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the
 jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the
 Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

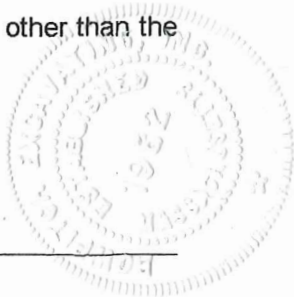
SIGNED, SEALED AND DATED this 8th day of December, 2020

Bowditch Excavating, Inc.
 (Principal)

By [Signature] (Seal)

Western Surety Company
 (Surety)

By [Signature] (Seal)
 MICHAEL HACKETT Attorney-in-Fact





Western Surety Company

PAYMENT BOND

Bond Number: 72324013

KNOW ALL PERSONS BY THESE PRESENTS, That we Bowditch Excavating, Inc.
 _____ of
P. O. Box 527, Accord, MA 02018, hereinafter
 referred to as the Principal, and Western Surety Company,
 as Surety, are held and firmly bound unto Town of Harwich
 of 722 Main St., Harwich, MA 02645, hereinafter
 referred to as the Obligee, in the sum of Eighty-Six Thousand Three Hundred and 00/100
Dollars (\$86,300.00), for the payment of which we bind ourselves, our legal representatives, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated _____ day of _____,
 _____, for Cranberry Valley Golfcourse Clubhouse Entrance Site Improvements
Project
 copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all
 persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all
 duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety
 being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it
 being understood, however, that if any limitation embodied in this bond is prohibited by any law
 controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to
 the minimum period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of
 the state in which the project, or any part thereof, is situated, or in the United States District Court for the
 district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith
 hereunder.

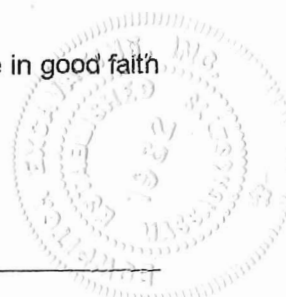
SIGNED, SEALED AND DATED this 8th day of December, 2020.

Bowditch Excavating, Inc.
 (Principal)

By [Signature] (Seal)

Western Surety Company
 (Surety)

By [Signature]
 MICHAEL HACKETT Attorne



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72324013

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint MICHAEL HACKETT

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Bowditch Excavating, Inc.

Obligee: Town of Harwich

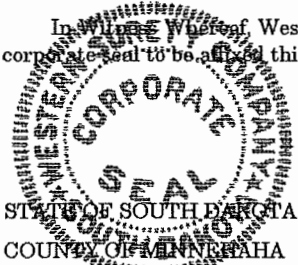
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

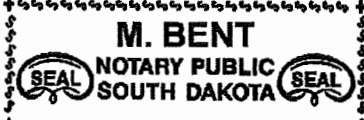
If Bond No. 72324013 is not issued on or before midnight of March 1, 2021, all authority conferred in this Power of Attorney shall expire and terminate.

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 8th day of December, 2020.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 8th day of December, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



M. Bent
Notary Public - South Dakota

My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 8th day of December, 2020.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

SECTION 00800

SUPPLEMENTAL CONDITIONS

	<u>Page</u>
1. Introduction	2
2. Prevailing Wage Rates	2
3. Insurance Requirements	3

SECTION 00850 - Incorporation of Applicable Provisions of the Massachusetts General Laws

Attachment A - Wage Rates and Certificate of Compliance

§ SC 1.1 INTRODUCTION

The following provisions modify, change, delete from or add to Section 00500 Agreement. Where any Subsection of the Agreement is modified or any Article Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplemental Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

§ SC 2.1 PREVAILING WAGE

In accordance with General Laws Chapter 149, Section 26 through 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Commissioner of the Department of Labor and Workforce Development for mechanics, apprentices, chauffeurs, teamsters and laborers employed on the Project. The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in Attachment A herein.

§ SC 3.1 CONTRACTOR'S LIABILITY INSURANCE

In no case shall the limits of liability be less than the following:

1. Contractor's Liability Insurance
- a. Workers' Compensation:
 1. State: Statutory
 2. Employer Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Disease per employee
- b. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 1. Bodily Injury:
\$1,000,000 Each Occurrence
\$3,000,000 Annual Aggregate
 2. Property Damage Liability (including coverage for XCU hazards).
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate
 3. Products and Completed Operations insurance shall be maintained for a minimum period of 2 years after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned.
- c. Comprehensive Automobile Liability (owned, non-owned, hired):
 1. Bodily Injury
\$1,000,000 Each Person
\$1,000,000 Each Accident
 2. Property Damage
\$1,000,000 Each Accident
- d. Property Insurance / Builders Risk: the full Contract sum
- e. Umbrella Liability Coverage
\$2,000,000 All Limits

SECTION 00850

Incorporation of Applicable Provisions of the Massachusetts General Laws

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein, and shall prevail over any conflicting provisions of the General or Supplemental General Conditions.

SECTION 00900

SCOPE OF WORK AND CLUBHOUSE SITE PLAN

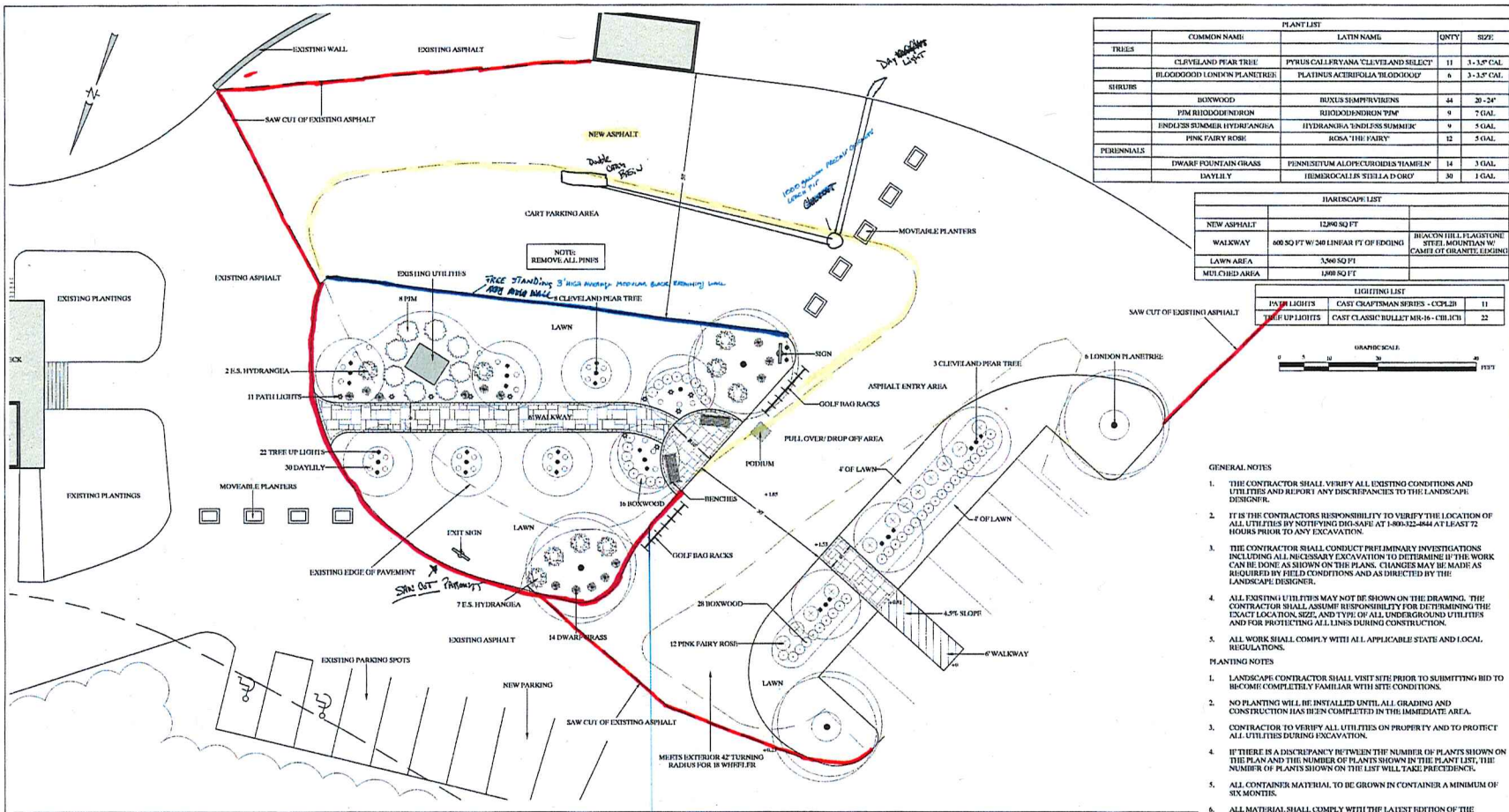
Town of Harwich
Cranberry Valley Golf Course Clubhouse Entrance Site Improvements
Scope of Work

- Clubhouse Entrance Site Improvements – Paving and Preparation Work
 - Saw cut existing pavement (approx. 550 linear feet) per plan;
 - Remove pavement in areas to be repaved (approx. 8,500 sf);
 - Install pre-cast concrete 4' minimum diameter deep sump hooded (HS-20) double grate catch basin with 50' of 12" diameter HDPE discharge pipe to a 6' diameter 1000 gallon minimum precast concrete (HS-20) leaching basin. The leaching basin shall have a 12" diameter overflow pipe (approximately 50 linear feet) that will be daylighted to an anchored flared end section;
 - Perform minor regrading of existing subbase material to establish drainage gradients (min 1% slope);
 - In existing paved areas to be replaced with landscape, remove pavement (approx. 1,700 sf). Remove subbase material to a minimum depth of 6" below finished grade to establish new center island;
 - Regrade (to establish drainage gradients (min 1% slope preferred)) and prep and compact (minimum 6" of compacted gravel) various areas to receive asphalt paving (approx. 14,000 square feet);
 - Perform asphalt paving (3.25" (1.5" top course over 1.75" base) for prepped areas (approx. 14,000 sf);
 - Install 3" reveal bituminous Cape Cod berm curbing around all areas identified (approx. 650 linear feet).

- Clubhouse Entrance Site Improvements – Walkways and Hardscapes
 - All concrete paver walkways shall be constructed per the detail included on the Clubhouse Site Plan.
 - All concrete paver walkways shall be constructed to meet the United States Department of Justice Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board (AAB) requirements.
 - Clubhouse Entrance Center Island Walkway
 - Proposed paver walkway is 6' wide by approximately 70' long (the layout of the paver walkway will be marked out in the field by the Town);
 - Semi-circle drop off area – the proposed paver walkway shall be a half-circle with a radius of 10';
 - Furnish and install 10" compacted base material per the Clubhouse Site Plan;
 - Furnish and install approximately 600 sf of Unilock Beacon Hill Flagstone Steel Mountain or approved equal concrete paver with approximately 210 linear feet of Unilock Camelot Granite edging or approved equal concrete paver;
 - The concrete pavers shall be set on a 1" bed of high strength sand;
 - All concrete paver joints shall be swept with poly sand.
 - Clubhouse Entrance Parking Endcap
 - Proposed concrete paver walkway is 6' wide and approximately 16' long (the layout of the paver walkway will be marked out in the field by the owner)
 - Furnish and install 10" compacted base material per the Clubhouse Site Plan;

- Furnish and install approximately 100 sf of Unilock Beacon Hill Flagstone Steel Mountain or approved equal concrete paver with approximately 50 linear feet of Unilock Camelot Granite edging or approved equal concrete paver;
- The concrete pavers shall be set on a 1" bed of high strength sand;
- All concrete paver joints shall be swept with poly sand.
- Clubhouse Entrance Center Island Retaining Wall
 - The proposed retaining wall is approximately 100 feet long and on average approximately 3 feet high;
 - The wall units shall be Allan Block Retaining Wall Units as produced by a licensed Manufacturer;
 - Contractor shall excavate the wall installation area and prep the base for the installation;
 - Contractor shall compact the area prior to the placement of base material to 95% Standard Proctor;
 - Contractor shall fill all cores and cavities and a minimum of 12 inches behind the all with approved wall rock, compact the area behind the wall and repeat this step with each course of wall block laid;
 - Contractor to install a wall cap and apply manufacturer's recommended adhesive to finish the wall cap;
 - Contractor shall regrade and level the area behind the wall to match the final wall height.

**All products and construction materials shop drawings shall be submitted to the Town for review and approval.



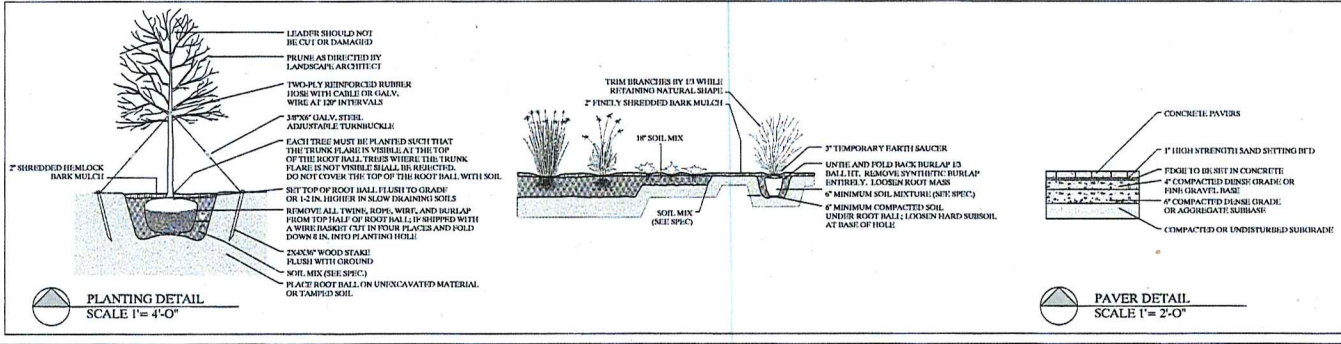
	COMMON NAME	PLANT LIST	LATIN NAME	QTY	SIZE
TREES	CLEVELAND PEAR TREE		PYRUS CALLERYANA 'CLEVELAND SELECT'	11	3-3 1/2" CAL
	BLOODGOOD LONDON PLANETREE		PLATANUS ACERIFOLIA 'BLOODGOOD'	6	3-3 1/2" CAL
SHRUBS	BUXWOOD		BUXUS SEMPERVIRENS	44	20-24"
	PJM BLOODGOOD HYDRANGEA		HYDRANGEA PINK	9	7 GAL
	FINDLERS SUMMER HYDRANGEA		HYDRANGEA ENDLESS SUMMER	9	5 GAL
	PINK FAIRY ROSE		ROSA 'THE FAIRY'	12	5 GAL
PERENNIALS	DWARF POUNTAIN GRASS		PENNSETUM ALOPECUROIDES 'TAMLEN'	14	3 GAL
	DAYLILY		HEMEROCALLIS STELLA D'ORO	30	1 GAL

HARDSCAPE LIST	
NEW ASPHALT	1296 SQ FT
WALKWAY	600 SQ FT W/ 240 LINEAR FT OF EDGING
LAWN AREA	3260 SQ FT
MULCHED AREA	1200 SQ FT

LIGHTING LIST		
DOWN LIGHTS	CAST CRAFTSMAN SERIES - C0PL20	11
TRIP UP LIGHTS	CAST CLASSIC BULLET MR-16 - C0L1C7B	22



- GENERAL NOTES**
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND UTILITIES AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE DESIGNER.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES BY NOTIFYING DEL-SAFE AT 1-800-322-2444 AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION.
 - THE CONTRACTOR SHALL CONDUCT PRELIMINARY INVESTIGATIONS INCLUDING ALL NECESSARY EXCAVATION TO DETERMINE IF THE WORK CAN BE DONE AS SHOWN ON THE PLANS. CHANGES MAY BE MADE AS REQUIRED BY FIELD CONDITIONS AND AS DIRECTED BY THE LANDSCAPE DESIGNER.
 - ALL EXISTING UTILITIES MAY NOT BE SHOWN ON THE DRAWING. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR DETERMINING THE EXACT LOCATION, SIZE, AND TYPE OF ALL UNDERGROUND UTILITIES AND FOR PROTECTING ALL LINES DURING CONSTRUCTION.
 - ALL WORK SHALL COMPLY WITH ALL APPLICABLE STATE AND LOCAL REGULATIONS.
- PLANTING NOTES**
- LANDSCAPE CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTING BID TO BECOME COMPLETELY FAMILIAR WITH SITE CONDITIONS.
 - NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
 - CONTRACTOR TO VERIFY ALL UTILITIES ON PROPERTY AND TO PROTECT ALL UTILITIES DURING EXCAVATION.
 - IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER OF PLANTS SHOWN IN THE PLANT LIST, THE NUMBER OF PLANTS SHOWN ON THE LIST WILL TAKE PRECEDENCE.
 - ALL CONTAINER MATERIAL TO BE GROWN IN CONTAINERS A MINIMUM OF SIX MONTHS.
 - ALL MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, ACCORDING TO THE AMERICAN ASSOCIATION OF NURSERYMEN.
 - CONTRACTOR SHALL REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO THE OWNER.
 - CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM TIME OF PROVISIONAL ACCEPTANCE.
 - ALL PROPOSED PLANTS SHALL BE LOCATED CAREFULLY AS SHOWN ON THE PLAN AND THE PLACEMENT SHALL BE APPROVED BY THE LANDSCAPE DESIGNER BEFORE THE INSTALLATION.
 - ALL DISTURBED AREAS NOT TO BE PAVED OR PLANTED SHALL BE LOAMED AND SEEDED AS SHOWN. SEE SPECIFICATIONS FOR SOIL PREPARATION AND SEED MIX.
 - TWO INCH (2") DEEP, FINELY SHREDDED BARK MULCH WILL BE INSTALLED AROUND ALL TREES AND SHRUBS THAT ARE ISOLATED FROM GROUND COVER AREAS AND GENERAL SHRUB MASSSES.
 - ALL PLANT MATERIAL SHALL BE INSPECTED BY THE LANDSCAPE DESIGNER ON SITE PRIOR TO INSTALLATION. THE LANDSCAPE DESIGNER WILL TAG ALL TREES AT THE NURSERY AND INSPECT THEM AFTER DELIVERY TO THE SITE. SEE SPECIFICATIONS FOR TAGGING, INSPECTION, AND ACCEPTANCE OF PLANT MATERIAL.
 - LANDSCAPE DESIGNER SHALL CONFIRM PLANT LIST AND APPROVE SUBSTITUTIONS OF PLANT VARIETIES PRIOR TO ORDERING OF MATERIAL.
 - SOIL MIX: 10 PPT MOSS, 10 SCREENED LOAM, 1/2 DEHYDRATED MANURE.
 - THE OWNER RESERVES THE RIGHT TO SUBSTITUTE PLANT SELECTIONS WITH PLANTS OF SIMILAR CHARACTERISTICS IF THE SPECIFIED PLANTS ARE NOT AVAILABLE IN ACCEPTABLE QUANTITIES OR CONDITIONS.



ML CURADOSSI
Landscape Design
&
3-D Imaging
Plymouth, MA
02360MLCuradossi@gmail.com
508 360 5857
www.MLCuradossi.com

CRANBERRY VALLEY GOLF COURSE
Harwich, MA

Drafted By:
Michael Curadossi
Original: 10/11/17
Last Modified: 03/18/20

Scale 1"=10'-0"
L1.0
CLUB HOUSE SITE PLAN

SECTION 01000

SPECIAL PROVISIONS

SPECIAL PROVISIONS

SCOPE OF WORK

The Work under this Contract consists of site improvements at the Cranberry Valley Golf Course in the vicinity of the Clubhouse Entrance within the Town of Harwich.

All Work done under this Contract shall be in conformance with the Massachusetts Highway Department (MHD, formerly MDPW) Standard Specifications for Highways and Bridges dated 1988, the Massachusetts Department of Transportation (MassDOT) Construction Standard Details Highway Division dated October 2017, and the 2009 Edition of the Manual on Uniform Traffic Control Devices, all as amended, the Construction Contract Agreement and these Special Provisions.

WORK SCHEDULE

Work is restricted to a normal eight-hour day, five-day week, with Contractor and all subcontractors working on the same shift.

No Work shall be done on this Contract on Saturdays, Sundays or holidays or on the day before or the day after a long weekend, which involves a holiday without prior approval, by the Town.

PROGRESS OF WORK

The Contractor shall promptly start and continue actual construction work under this Contract with the necessary equipment to properly execute and complete this Contract in the specified time. No cessation of Contractor's operations will be allowed without the approval of the Town. The rate of progress shall be satisfactory to the Town. The Contractor shall furnish to the Town a schedule for the Work prior to the start of construction.

CONTRACT DOCUMENTS IN THE FIELD

The Contractor shall keep a copy of the Contract Documents at the work site at all times while work is being performed and said copy is to be available to those in charge of work.

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall be required without additional compensation to provide safe and convenient access to all abutters during the prosecution of the Work.

No excavation shall be left open during non-working hours.

MSDS sheets and information shall be available on site and copies submitted to a Town as requested.

NECESSARY ACCESS FOR FIRE APPARATUS AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL COORDINATE WITH THE POLICE AND FIRE DEPARTMENTS AT ALL TIMES REGARDING ACCESS.

For the protection of life and property, all backfill operations shall follow closely behind completed work. The Contractor shall insure that no excavation be left open, unguarded, or water filled during any period of time when work is not actually in progress. It is the purpose and intent that all excavations and backfill, including consolidation operations, and temporary surfacing within an area be accomplished expeditiously before proceeding to other work areas.

Contractor shall comply with all applicable Laws, regulations and Guidelines of any public body (example: OSHA, DIGSAFE, MHD Work Zone Safety Guidelines, Police) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary signs/ safeguards for such safety and protection at no extra cost to the Owner. See General Conditions also.

CLEANUP

Cleanup shall be done on a daily basis. At the end of each working period, the Contractor shall completely backfill all holes and trenches and remove all equipment from the traveled way. The Contractor shall ensure that all safety marking and warning devices are satisfactorily in place prior to leaving any job.

During the course of the Work, the Contractor shall keep the site of his operations in as clean and neat condition as is possible. The Contractor shall dispose of all residue resulting from the construction work and, at the conclusion of the work, shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

Sweeping and cleaning of surfaces beyond the limits of the Project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the Work being performed under the Contract and there will be no additional compensation.

EMERGENCY CONTACTS

The Contractor shall maintain a 24-hour, 7-day a week telephone service and a local facility to handle emergency requirements such as settled trenches, clogged drains, rain damage, work zone safety issues, etc. A list of personnel (minimum of two) and their telephone numbers shall be submitted to the Town, including the local Police and Fire

Departments. This requirement shall apply during the entire length of the Project or Service for the Town where work is being completed.

This list shall be submitted on the Contractor's letterhead and shall state that should an emergency arise during the implementation of this Project or Service, these people are to be contacted. The Contractor shall submit this letter to the Engineer prior to initiating construction. The DPW Director for the Town or his designee has the right to determine whether or not an emergency exists and to require Contractor to promptly resolve the emergency at no cost to that Town. If Contractor cannot respond in a timely manner as determined by the DPW Director, the Town has the right to complete the necessary work and to bill Contractor for that work.

DIG SAFE®

The Contractor shall notify DIG SAFE® and the Town of Harwich Water Department and procure a DIG SAFE® number of each location prior to disturbing ground in any way.

DIG SAFE® - Call Center: Telephone 811

Eversource has a policy regarding the location of electric utilities. Dig Safe® can no longer be relied upon to locate electric utilities that are "privately" owned. This can include electric cables located in Public ways that run from utility poles to buildings. It is therefore incumbent upon Contractor to ascertain if any electric cables are located in any area prior to excavation. This will be done at Contractor's expense.

The Contractor shall make his own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as a result of the Contractor's operations.

PROTECTION OF UTILITIES AND PROPERTY

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Contractor shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect, and shall leave them in the same condition as they existed prior to commencement of the Work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the municipality or by utility owner, which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefore.

If, as the Work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Engineer, to do the Work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Engineer will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper. If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be considered included in the prices paid for the various Contract items of Work and no additional compensation will be allowed therefor.

PROVISIONS FOR TRAVEL AND PROSECUTION OF THE WORK

For the items that require traffic control, the Contractor shall supply and use traffic control devices, positioning and methodology, conforming with the Manual on Uniform Traffic Control Devices (MUTCD) and MHD Work Zone Safety Guidelines at no additional cost to any Town. Traffic control devices required only during working hour operations shall be removed at the end of each working day. Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

Particular care should be taken to establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety.

WORK DONE BY OTHERS

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this Project, will be accomplished by the respective utility companies.

DISPOSAL OF SURPLUS MATERIALS

All materials not required or needed for use on the Project, and not required to be removed and stacked, shall become the property of the CONTRACTOR and shall be removed from the site and legally disposed of. No separate payment will be made for this Work, but all costs in connection therewith shall be included in the prices bid for various Contract items.

COMPACTION

Compaction of filled areas under pavement shall be completed in 6" lifts by means of vibratory rammer/jumping jack type compactor. Pavement sub-base material shall be

compacted in 6" lifts by means of vibratory plate compactor. Compaction of filled areas elsewhere shall be completed in 12" lifts by means of vibratory rammer/jumping jack type compactor.

ATTACHMENT A
PREVAILING WAGE RATES



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

Prevailing Wage Rates

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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Town of Harwich
Contract Number: City/Town: HARWICH
Description of Work: Cranberry Valley Golf Course Entry Improvements - Landscape, paving and hardscape improvements at CVGC front entrance.
Job Location: 75 Oak Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
 - An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
 - The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
 - All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
 - The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
 - Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
 - Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
 - Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
 - Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.15	\$12.91	\$13.72	\$0.00	\$61.78
	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.22	\$12.91	\$13.72	\$0.00	\$61.85
	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.34	\$12.91	\$13.72	\$0.00	\$61.97
	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2020	\$34.81	\$8.60	\$15.77	\$0.00	\$59.18
	12/01/2020	\$35.70	\$8.60	\$15.77	\$0.00	\$60.07
	06/01/2021	\$36.62	\$8.60	\$15.77	\$0.00	\$60.99
	12/01/2021	\$37.53	\$8.60	\$15.77	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	06/01/2020	\$37.10	\$12.80	\$9.45	\$0.00	\$59.35
	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2020	\$34.31	\$8.60	\$15.77	\$0.00	\$58.68
	12/01/2020	\$35.20	\$8.60	\$15.77	\$0.00	\$59.57
	06/01/2021	\$36.12	\$8.60	\$15.77	\$0.00	\$60.49
	12/01/2021	\$37.03	\$8.60	\$15.77	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$49.33	\$13.00	\$15.70	\$0.00	\$78.03
	12/01/2020	\$50.48	\$13.00	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.58	\$13.00	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.73	\$13.00	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$49.33	\$13.00	\$15.70	\$0.00	\$78.03
	12/01/2020	\$50.48	\$13.00	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.58	\$13.00	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.73	\$13.00	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2020	\$34.31	\$8.60	\$15.77	\$0.00	\$58.68
	12/01/2020	\$35.20	\$8.60	\$15.77	\$0.00	\$59.57
	06/01/2021	\$36.12	\$8.60	\$15.77	\$0.00	\$60.49
	12/01/2021	\$37.03	\$8.60	\$15.77	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2020	\$34.81	\$8.60	\$15.77	\$0.00	\$59.18
	12/01/2020	\$35.70	\$8.60	\$15.77	\$0.00	\$60.07
	06/01/2021	\$36.62	\$8.60	\$15.77	\$0.00	\$60.99
	12/01/2021	\$37.53	\$8.60	\$15.77	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEW BEDFORD)</i>	08/01/2020	\$55.75	\$10.75	\$22.09	\$0.00	\$88.59
	02/01/2021	\$56.39	\$10.75	\$22.09	\$0.00	\$89.23
	08/01/2021	\$57.79	\$10.75	\$22.25	\$0.00	\$90.79
	02/01/2022	\$58.38	\$10.75	\$22.25	\$0.00	\$91.38

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.88	\$10.75	\$22.09	\$0.00	\$60.72
2	60	\$33.45	\$10.75	\$22.09	\$0.00	\$66.29
3	70	\$39.03	\$10.75	\$22.09	\$0.00	\$71.87
4	80	\$44.60	\$10.75	\$22.09	\$0.00	\$77.44
5	90	\$50.18	\$10.75	\$22.09	\$0.00	\$83.02

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.20	\$10.75	\$22.09	\$0.00	\$61.04
2	60	\$33.83	\$10.75	\$22.09	\$0.00	\$66.67
3	70	\$39.47	\$10.75	\$22.09	\$0.00	\$72.31
4	80	\$45.11	\$10.75	\$22.09	\$0.00	\$77.95
5	90	\$50.75	\$10.75	\$22.09	\$0.00	\$83.59

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$48.81	\$13.00	\$15.70	\$0.00	\$77.51
	12/01/2020	\$49.95	\$13.00	\$15.70	\$0.00	\$78.65
	06/01/2021	\$51.04	\$13.00	\$15.70	\$0.00	\$79.74
	12/01/2021	\$52.18	\$13.00	\$15.70	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2020	\$40.30	\$8.60	\$17.24	\$0.00	\$66.14
	12/01/2020	\$41.28	\$8.60	\$17.24	\$0.00	\$67.12
	06/01/2021	\$42.30	\$8.60	\$17.24	\$0.00	\$68.14
	12/01/2021	\$43.31	\$8.60	\$17.24	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2020	\$39.15	\$8.60	\$17.24	\$0.00	\$64.99
	12/01/2020	\$40.13	\$8.60	\$17.24	\$0.00	\$65.97
	06/01/2021	\$41.15	\$8.60	\$17.24	\$0.00	\$66.99
	12/01/2021	\$42.16	\$8.60	\$17.24	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2020	\$39.15	\$8.60	\$17.24	\$0.00	\$64.99
	12/01/2020	\$40.13	\$8.60	\$17.24	\$0.00	\$65.97
	06/01/2021	\$41.15	\$8.60	\$17.24	\$0.00	\$66.99
	12/01/2021	\$42.16	\$8.60	\$17.24	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2020	\$34.31	\$8.60	\$15.77	\$0.00	\$58.68
	12/01/2020	\$35.20	\$8.60	\$15.77	\$0.00	\$59.57
	06/01/2021	\$36.12	\$8.60	\$15.77	\$0.00	\$60.49
	12/01/2021	\$37.03	\$8.60	\$15.77	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER	09/01/2020	\$42.94	\$9.40	\$18.95	\$0.00	\$71.29
CARPENTERS -ZONE 2 (Eastern Massachusetts)	03/01/2021	\$43.54	\$9.40	\$18.95	\$0.00	\$71.89
	09/01/2021	\$44.19	\$9.40	\$18.95	\$0.00	\$72.54
	03/01/2022	\$44.79	\$9.40	\$18.95	\$0.00	\$73.14
	09/01/2022	\$45.44	\$9.40	\$18.95	\$0.00	\$73.79
	03/01/2023	\$46.04	\$9.40	\$18.95	\$0.00	\$74.39

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.47	\$9.40	\$1.73	\$0.00	\$32.60
2	60	\$25.76	\$9.40	\$1.73	\$0.00	\$36.89
3	70	\$30.06	\$9.40	\$13.76	\$0.00	\$53.22
4	75	\$32.21	\$9.40	\$13.76	\$0.00	\$55.37
5	80	\$34.35	\$9.40	\$15.49	\$0.00	\$59.24
6	80	\$34.35	\$9.40	\$15.49	\$0.00	\$59.24
7	90	\$38.65	\$9.40	\$17.22	\$0.00	\$65.27
8	90	\$38.65	\$9.40	\$17.22	\$0.00	\$65.27

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.77	\$9.40	\$1.73	\$0.00	\$32.90
2	60	\$26.12	\$9.40	\$1.73	\$0.00	\$37.25
3	70	\$30.48	\$9.40	\$13.76	\$0.00	\$53.64
4	75	\$32.66	\$9.40	\$13.76	\$0.00	\$55.82
5	80	\$34.83	\$9.40	\$15.49	\$0.00	\$59.72
6	80	\$34.83	\$9.40	\$15.49	\$0.00	\$59.72
7	90	\$39.19	\$9.40	\$17.22	\$0.00	\$65.81
8	90	\$39.19	\$9.40	\$17.22	\$0.00	\$65.81

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$30.45/ 3&4 \$36.42/ 5&6 \$54.95/ 7&8 \$60.97

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2020	\$22.66	\$7.21	\$4.80	\$0.00	\$34.67
CARPENTERS-ZONE 3 (Wood Frame)	04/01/2021	\$23.16	\$7.21	\$4.80	\$0.00	\$35.17
	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.60	\$7.21	\$0.00	\$0.00	\$20.81
2	60	\$13.60	\$7.21	\$0.00	\$0.00	\$20.81
3	65	\$14.73	\$7.21	\$0.00	\$0.00	\$21.94
4	70	\$15.86	\$7.21	\$0.00	\$0.00	\$23.07
5	75	\$17.00	\$7.21	\$3.80	\$0.00	\$28.01
6	80	\$18.13	\$7.21	\$3.80	\$0.00	\$29.14
7	85	\$19.26	\$7.21	\$3.80	\$0.00	\$30.27
8	90	\$20.39	\$7.21	\$3.80	\$0.00	\$31.40

Effective Date - 04/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.90	\$7.21	\$0.00	\$0.00	\$21.11
2	60	\$13.90	\$7.21	\$0.00	\$0.00	\$21.11
3	65	\$15.05	\$7.21	\$0.00	\$0.00	\$22.26
4	70	\$16.21	\$7.21	\$0.00	\$0.00	\$23.42
5	75	\$17.37	\$7.21	\$3.80	\$0.00	\$28.38
6	80	\$18.53	\$7.21	\$3.80	\$0.00	\$29.54
7	85	\$19.69	\$7.21	\$3.80	\$0.00	\$30.70
8	90	\$20.84	\$7.21	\$3.80	\$0.00	\$31.85

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.41/ 3&4 \$19.67/ 5&6 \$26.87/ 7&8 \$29.14

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING <i>BRICKLAYERS LOCAL 3 (NEW BEDFORD)</i>	01/01/2020	\$49.07	\$12.75	\$22.41	\$0.62	\$84.85
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Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$12.75	\$15.41	\$0.00	\$52.70
2	60	\$29.44	\$12.75	\$17.41	\$0.62	\$60.22
3	65	\$31.90	\$12.75	\$18.41	\$0.62	\$63.68
4	70	\$34.35	\$12.75	\$19.41	\$0.62	\$67.13
5	75	\$36.80	\$12.75	\$20.41	\$0.62	\$70.58
6	80	\$39.26	\$12.75	\$21.41	\$0.62	\$74.04
7	90	\$44.16	\$12.75	\$22.41	\$0.62	\$79.94

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR LABORERS - ZONE 2	06/01/2020	\$34.31	\$8.60	\$15.77	\$0.00	\$58.68
	12/01/2020	\$35.20	\$8.60	\$15.77	\$0.00	\$59.57
	06/01/2021	\$36.12	\$8.60	\$15.77	\$0.00	\$60.49
	12/01/2021	\$37.03	\$8.60	\$15.77	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	06/01/2020	\$50.33	\$13.00	\$15.70	\$0.00	\$79.03
	12/01/2020	\$51.48	\$13.00	\$15.70	\$0.00	\$80.18
	06/01/2021	\$52.58	\$13.00	\$15.70	\$0.00	\$81.28
	12/01/2021	\$53.73	\$13.00	\$15.70	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2020	\$32.72	\$13.00	\$15.70	\$0.00	\$61.42
	12/01/2020	\$33.50	\$13.00	\$15.70	\$0.00	\$62.20
	06/01/2021	\$34.25	\$13.00	\$15.70	\$0.00	\$62.95
	12/01/2021	\$35.04	\$13.00	\$15.70	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	07/01/2020	\$51.51	\$8.25	\$22.40	\$0.00	\$82.16
	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.76	\$8.25	\$0.00	\$0.00	\$34.01
2	55	\$28.33	\$8.25	\$6.05	\$0.00	\$42.63
3	60	\$30.91	\$8.25	\$6.60	\$0.00	\$45.76
4	65	\$33.48	\$8.25	\$7.15	\$0.00	\$48.88
5	70	\$36.06	\$8.25	\$19.10	\$0.00	\$63.41
6	75	\$38.63	\$8.25	\$19.65	\$0.00	\$66.53
7	80	\$41.21	\$8.25	\$20.20	\$0.00	\$69.66
8	90	\$46.36	\$8.25	\$21.30	\$0.00	\$75.91

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2	55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3	60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4	65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5	70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6	75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7	80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8	90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2019	\$39.30	\$8.10	\$16.60	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2019	\$40.30	\$8.10	\$16.60	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 2	12/01/2019	\$40.05	\$8.10	\$16.60	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/01/2019	\$40.30	\$8.10	\$16.60	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	12/01/2019	\$40.05	\$8.10	\$16.60	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	12/01/2019	\$39.30	\$8.10	\$16.60	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2020	\$48.81	\$13.00	\$15.70	\$0.00	\$77.51
	12/01/2020	\$49.95	\$13.00	\$15.70	\$0.00	\$78.65
	06/01/2021	\$51.04	\$13.00	\$15.70	\$0.00	\$79.74
	12/01/2021	\$52.18	\$13.00	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN ELECTRICIANS LOCAL 223	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 223

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.46	\$10.90	\$0.52	\$0.00	\$28.88
2	45	\$19.65	\$10.90	\$0.59	\$0.00	\$31.14
3	50	\$21.83	\$10.90	\$0.65	\$0.00	\$33.38
4	55	\$24.01	\$10.90	\$6.28	\$0.00	\$41.19
5	60	\$26.20	\$10.90	\$6.77	\$0.00	\$43.87
6	65	\$28.38	\$10.90	\$7.24	\$0.00	\$46.52
7	70	\$30.56	\$10.90	\$7.73	\$0.00	\$49.19
8	75	\$32.75	\$10.90	\$8.21	\$0.00	\$51.86

Notes:

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2020	\$61.42	\$15.73	\$18.41	\$0.00	\$95.56
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.71	\$15.73	\$0.00	\$0.00	\$46.44
2	55	\$33.78	\$15.73	\$18.41	\$0.00	\$67.92
3	65	\$39.92	\$15.73	\$18.41	\$0.00	\$74.06
4	70	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
5	80	\$49.14	\$15.73	\$18.41	\$0.00	\$83.28

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.74	\$15.88	\$0.00	\$0.00	\$47.62
2	55	\$34.91	\$15.88	\$19.31	\$0.00	\$70.10
3	65	\$41.26	\$15.88	\$19.31	\$0.00	\$76.45
4	70	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
5	80	\$50.78	\$15.88	\$19.31	\$0.00	\$85.97

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2020	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	06/01/2020	\$34.31	\$8.60	\$15.77	\$0.00	\$58.68
	12/01/2020	\$35.20	\$8.60	\$15.77	\$0.00	\$59.57
	06/01/2021	\$36.12	\$8.60	\$15.77	\$0.00	\$60.49
	12/01/2021	\$37.03	\$8.60	\$15.77	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2020	\$44.73	\$12.50	\$15.70	\$0.00	\$72.93
	11/01/2020	\$45.73	\$12.50	\$15.70	\$0.00	\$73.93
	05/01/2021	\$46.88	\$12.50	\$15.70	\$0.00	\$75.08
	11/01/2021	\$47.88	\$12.50	\$15.70	\$0.00	\$76.08
	05/01/2022	\$49.03	\$12.50	\$15.70	\$0.00	\$77.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2020	\$46.23	\$12.50	\$15.70	\$0.00	\$74.43
	11/01/2020	\$47.24	\$12.50	\$15.70	\$0.00	\$75.44
	05/01/2021	\$48.40	\$12.50	\$15.70	\$0.00	\$76.60
	11/01/2021	\$49.41	\$12.50	\$15.70	\$0.00	\$77.61
	05/01/2022	\$50.57	\$12.50	\$15.70	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2020	\$22.64	\$12.50	\$15.70	\$0.00	\$50.84
	11/01/2020	\$23.23	\$12.50	\$15.70	\$0.00	\$51.43
	05/01/2021	\$23.91	\$12.50	\$15.70	\$0.00	\$52.11
	11/01/2021	\$24.51	\$12.50	\$15.70	\$0.00	\$52.71
	05/01/2022	\$25.18	\$12.50	\$15.70	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
	For apprentice rates see "Apprentice- ELECTRICIAN"					
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21
	For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"					
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$40.30	\$13.00	\$15.70	\$0.00	\$69.00
	12/01/2020	\$41.25	\$13.00	\$15.70	\$0.00	\$69.95
	06/01/2021	\$42.16	\$13.00	\$15.70	\$0.00	\$70.86
	12/01/2021	\$43.11	\$13.00	\$15.70	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	06/01/2020	\$23.50	\$8.60	\$15.77	\$0.00	\$47.87
	12/01/2020	\$24.50	\$8.60	\$15.77	\$0.00	\$48.87
	06/01/2021	\$24.50	\$8.60	\$15.77	\$0.00	\$48.87
	12/01/2021	\$24.50	\$8.60	\$15.77	\$0.00	\$48.87
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	09/01/2020	\$45.48	\$9.40	\$19.25	\$0.00	\$74.13
	03/01/2021	\$46.28	\$9.40	\$19.25	\$0.00	\$74.93
	09/01/2021	\$47.08	\$9.40	\$19.25	\$0.00	\$75.73
	03/01/2022	\$47.88	\$9.40	\$19.25	\$0.00	\$76.53

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.74	\$9.40	\$1.79	\$0.00	\$33.93
2	55	\$25.01	\$9.40	\$1.79	\$0.00	\$36.20
3	60	\$27.29	\$9.40	\$13.88	\$0.00	\$50.57
4	65	\$29.56	\$9.40	\$13.88	\$0.00	\$52.84
5	70	\$31.84	\$9.40	\$15.67	\$0.00	\$56.91
6	75	\$34.11	\$9.40	\$15.67	\$0.00	\$59.18
7	80	\$36.38	\$9.40	\$17.46	\$0.00	\$63.24
8	85	\$38.66	\$9.40	\$17.46	\$0.00	\$65.52

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.14	\$9.40	\$1.79	\$0.00	\$34.33
2	55	\$25.45	\$9.40	\$1.79	\$0.00	\$36.64
3	60	\$27.77	\$9.40	\$13.88	\$0.00	\$51.05
4	65	\$30.08	\$9.40	\$13.88	\$0.00	\$53.36
5	70	\$32.40	\$9.40	\$15.67	\$0.00	\$57.47
6	75	\$34.71	\$9.40	\$15.67	\$0.00	\$59.78
7	80	\$37.02	\$9.40	\$17.46	\$0.00	\$63.88
8	85	\$39.34	\$9.40	\$17.46	\$0.00	\$66.20

Notes: Steps are 750 hrs.
 % After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$31.66/ 3&4 \$37.93/ 5&6 \$56.91/ 7&8 \$63.24

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$49.33	\$13.00	\$15.70	\$0.00	\$78.03
	12/01/2020	\$50.48	\$13.00	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.58	\$13.00	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.73	\$13.00	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$32.72	\$13.00	\$15.70	\$0.00	\$61.42
	12/01/2020	\$33.50	\$13.00	\$15.70	\$0.00	\$62.20
	06/01/2021	\$34.25	\$13.00	\$15.70	\$0.00	\$62.95
	12/01/2021	\$35.04	\$13.00	\$15.70	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i>	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

Notes:

Apprentice to Journeyworker Ratio:1:3

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2020	\$49.33	\$13.00	\$15.70	\$0.00	\$78.03
<i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$50.48	\$13.00	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.58	\$13.00	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.73	\$13.00	\$15.70	\$0.00	\$81.43

TOWN OF HARWICH
Cranberry Valley Golf Course
Clubhouse Entrance Site Improvements

Addendum #1
November 6, 2020

The attention of bidders submitting bids for the subject project:

CRANBERRY VALLEY GOLF COURSE CLUBHOUSE ENTRANCE SITE IMPROVEMENTS
INVITATION FOR BIDS (IFB)

are called to the following addendum.

Bidders shall confirm receipt of Addendum 1 in their bid submission.

1. Bid Questions & Responses:

- What is the project budget?
 - **The total project budget is unknown at this time. The project is funded from two articles which also have funded a number of other improvements which have already been made.**
- Where are the funds coming from?
 - **The funds for the project were appropriated at the 2017 and 2018 Annual Town Meetings via Article 18 and Article 29 respectively.**
 - **No grant money is to be utilized for the project.**
- Is the bid award subject to approval of funding?
 - **No**
- When is the projected start and completion date?
 - **Start date following contract award.**
 - **Completion date on or before March 1, 2021 as defined in the IFB.**
- How are change orders being handled? Time and material? Cost plus %?
 - **Cost plus % as defined by the bidder.**
 - **Bidders shall identify their change order markup % as part of their submission.**
 - **Change order markup % ____**
- Can you confirm that the quantities should be pulled from the scope of services and not the plans?
 - **Correct, confirmed.**
- Can you confirm the Allan block wall color will be selected from a standard color and not a custom color block?
 - **Correct, confirmed. The wall block color shall match the wall color at the cart barn.**
- Is the Town looking to have one vendor to complete the project in its entirety or is it acceptable for the scope of the project to be divided between vendors?
 - **The Town is looking for one vendor to complete the project in its entirety.**

Bowditch Excavating, Inc.
17 Squirrel Hill Lane
Hingham, MA 02043
617-974-4004

To Whom It May Concern


Re: Cranberry Valley Golf Course Clubhouse Improvements

Please be advised that any extra work regarding the foregoing project will be at cost plus the following:

- 5% overhead and insurance
- 10% profit

If you have any questions, please contact me at 617-974-4004.

Sincerely,



William R. Drake
President & CEO

2. Bid opening public meeting log in information:

+++++

Cranberry Valley Clubhouse Entrance Site Improvements - Bid Opening
Thu, Nov 19, 2020 2:00 PM - 3:00 PM (EST)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/855934789>

You can also dial in using your phone.

United States: [+1 \(312\) 757-3121](tel:+13127573121)

Access Code: 855-934-789

New to GoToMeeting? Get the app now and be ready when your first meeting starts: <https://global.gotomeeting.com/install/855934789>

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***** END OF ADDENDUM #1 *****

TOWN OF HARWICH
Cranberry Valley Golf Course
Clubhouse Entrance Site Improvements

Addendum #2
November 16, 2020

The attention of bidders submitting bids for the subject project:

CRANBERRY VALLEY GOLF COURSE CLUBHOUSE ENTRANCE SITE IMPROVEMENTS
INVITATION FOR BIDS (IFB)

are called to the following addendum.

Bidders shall confirm receipt of Addendum 2 in their bid submission.

1. Bid Questions & Responses:

- The scope of work per the bid documents does not include any plantings, turf or topsoil installation. Are these being performed in house.
 - Yes, the plantings, turf and topsoil will be installed by the Town.
- Question regarding the parking lot surface. Is the contractor removing the existing surface and installing a new aggregate base and surface?
 - Per the scope of work the contractor is required to remove the existing pavement surface. A minimum of 6" thick compacted gravel base is required for all paved areas.
- Is the asphalt binder and the finish coat 1 ½" each or would you like it thicker for the heavy traffic areas?
 - Per the scope of work the asphalt paving is to be 3.25" thick (1.5" top course over 1.75" base course).
- Are the lawn areas seed or sod? Should this be included in the bid?
 - The lawn areas will be loamed and seeded or sod will be placed by the Town. Loam, seed and sod should not be included in the bid.

***** END OF ADDENDUM #2 *****

TOWN OF HARWICH
Cranberry Valley Golf Course
Clubhouse Entrance Site Improvements

Addendum #3
November 16, 2020

The attention of bidders submitting bids for the subject project:

CRANBERRY VALLEY GOLF COURSE CLUBHOUSE ENTRANCE SITE IMPROVEMENTS
INVITATION FOR BIDS (IFB)

are called to the following addendum.

Bidders shall confirm receipt of Addendum 3 in their bid submission.

1. Bid Questions & Responses:

- Follow up question to Addendum #2, the second bullet item included in Addendum #2 calls for a minimum of 6" thick compacted gravel base for all paved areas. Should the contractor bid for a new gravel base under the existing asphalt? Or shall the contractor assume that the base is sufficient and address with a change order, if required?
 - The contractor shall assume that the thickness of gravel base material in areas of existing pavement is sufficient. Additional gravel material required within existing asphalt areas shall be addressed with a change order, if required.

***** END OF ADDENDUM #3 *****

**Town of Harwich
Cranberry Valley Golf Course Clubhouse Entrance Site Improvements
Scope of Work**

- Clubhouse Entrance Site Improvements – Paving and Preparation Work
 - Saw cut existing pavement (approx. 550 linear feet) per plan;
 - Remove pavement in areas to be repaved (approx. 8,500 sf);
 - Install pre-cast concrete 4' minimum diameter deep sump hooded (HS-20) double grate catch basin with 50' of 12" diameter HDPE discharge pipe to a 6' diameter 1000 gallon minimum precast concrete (HS-20) leaching basin. The leaching basin shall have a 12" diameter overflow pipe (approximately 50 linear feet) that will be daylighted to an anchored flared end section;
 - Perform minor regrading of existing subbase material to establish drainage gradients (min 1% slope);
 - In existing paved areas to be replaced with landscape, remove pavement (approx. 1,700 sf). Remove subbase material to a minimum depth of 6" below finished grade to establish new center island;
 - Regrade (to establish drainage gradients (min 1% slope preferred)) and prep and compact (minimum 6" of compacted gravel) various areas to receive asphalt paving (approx. 14,000 square feet);
 - Perform asphalt paving (3.25" (1.5" top course over 1.75" base) for prepped areas (approx. 14,000 sf);
 - Install 3" reveal bituminous Cape Cod berm curbing around all areas identified (approx. 650 linear feet).

- Clubhouse Entrance Site Improvements – Walkways and Hardscapes
 - All concrete paver walkways shall be constructed per the detail included on the Clubhouse Site Plan.
 - All concrete paver walkways shall be constructed to meet the United States Department of Justice Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board (AAB) requirements.
 - Clubhouse Entrance Center Island Walkway
 - Proposed paver walkway is 6' wide by approximately 70' long (the layout of the paver walkway will be marked out in the field by the Town);
 - Semi-circle drop off area – the proposed paver walkway shall be a half-circle with a radius of 10';
 - Furnish and install 10" compacted base material per the Clubhouse Site Plan;
 - Furnish and install approximately 600 sf of Unilock Beacon Hill Flagstone Steel Mountain or approved equal concrete paver with approximately 210 linear feet of Unilock Camelot Granite edging or approved equal concrete paver;
 - The concrete pavers shall be set on a 1" bed of high strength sand;
 - All concrete paver joints shall be swept with poly sand.
 - Clubhouse Entrance Parking Endcap
 - Proposed concrete paver walkway is 6' wide and approximately 16' long (the layout of the paver walkway will be marked out in the field by the owner)
 - Furnish and install 10" compacted base material per the Clubhouse Site Plan;

SECTION 00020

INVITATION FOR BIDS

Sealed bids for furnishing the following item will be received at the Office of the Town Administrator, Harwich Town Hall, 732 Main Street, Harwich, MA 02645 until the time specified below at which time the bids will be publicly opened and read via a virtual meeting.

Specifications and bid forms may be obtained online at the following web address:
<https://www.harwich-ma.gov/home/pages/procurement>.

Bids will be opened in the Office of the Town Administrator on November 19, 2020, at 2 p.m. Each Bid must be accompanied by a bid security consisting of a **BID BOND, CASH, or, CERTIFIED CHECK** issued by a responsible bank or trust company in the amount of 5% of the bid price. Electronic submissions will not be accepted.

A mandatory Pre-Bid Conference and Site Visit will be held at the Cranberry Valley Golf Course located at 183 Oak Street, Harwich, MA, on November 9, 2020 at 10:00 a.m. It is imperative that all prospective bidders have a representative in attendance.

A performance bond in an amount equal to 100 percent of the total amount of the contract price with a surety company qualified to do business in the Commonwealth of Massachusetts will be required for the faithful performance of the contract, as well as a labor and materials bond in an amount equal to 100 percent of the total contract price.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including, but not limited to G.L. c.30, §39M.

Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The Town of Harwich

By: Joseph F. Powers, Interim Town Administrator

PRE-BID WALK THROUGH SIGN IN 11/9/20 10:00

Bill Drake - Bowditch Excavating Bill.Drake@comcast.net

Caleb Simms Muffei Landscape 516-616-2296 csimms@muffeilandscape.com

David Marinetti - RAD Sports 417-826-5740 DJM@radsports.com

Tim Kline THE COASTAL COMPANIES 508-240-2664

Time Building with Coastal.com

SEAN OLEARY OLEARY LANDSCAPING & IRRIGATION

SEAN@OLEARYLANDSCAPING.COM

LISA NOKROSS L NOKROSS @ EASTWARD GO COM

Demetrius D. Gonzales - DG Construction 33@Yahoo.com

Kyle Silva Century Parking Coordination Corp. Ksilva@centpark.com 508-671-1111

FY 2019 Capital Plan

Department	Project	\$ Source	TA Rec	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25
FIRE										
Fire	Police and Fire Radio Sys. (Partial)		\$ -	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	\$ -
Fire	Phase Two - Townwide Radio System	FC	\$ 100,000	\$ 100,000	\$ 100,000					
Fire (New)	Nozel and Valve Rep. Program - (Town Portion)	FC	\$ 3,750	\$ 3,750						
Fire (New)	Nozel and Valve Rep. Program - (Grant Funded Portion)	Grants	\$ 71,250	\$ 71,250						
Fire	Air Pack Rep. Program - (Town Funded Portion)	FC	\$ -	\$ -	\$ 15,000					
Fire	Air Pack Rep. Program - (Federal/State Grant Funded)	Grants	\$ -	\$ -	\$ 285,000					
Fire	Ambulance Replacement Program	FC	\$ 340,000	\$ 340,000		\$ 357,500		\$ 375,375		\$ 394,145
Fire	Pumper Truck Replacement Scheduled				\$ 600,000	\$ -				
Fire	Ladder Truck Replacement						\$ -	\$ -	\$ 1,350,000	
Fire	Station 2 Building Upgrade (Construction)	DE	\$ 6,050,000	\$ 5,800,000			\$ -	\$ -		
FIRE SUB-TOTAL			\$ 6,613,000	\$ 6,363,000	\$ 1,250,000	\$ 607,500	\$ 250,000	\$ 625,375	\$ 1,350,000	\$ 394,145
GOLF										
Golf	Landscape Operational/Safety - Traffic Config.	Golf Fees	\$ 50,000	\$ 50,000						
Golf	Irrigation Update and System Rebuild	Golf Fees	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
GOLF SUB-TOTAL			\$ 109,000	\$ 109,000	\$ 183,000	\$ 88,000	\$ 80,000	\$ 50,000	\$ 50,000	\$ -
HARBORMASTER										
Harbormaster	Supplement SAQ Landside Ren. and Imp.	RPA	\$ -	\$ -	\$ -	\$ -	\$ -			
Harbormaster	Seaport Grant for Landside (\$1.0 m)	Grants	\$ 1,000,000	\$ 1,000,000						
Harbormaster	Wixon Dock Landside Improvements				\$ 50,000		\$ -			
Harbormaster	Herring River Ramp Replacement					\$ 200,000				
Harbormaster	Allen Harbor Jetty Study and Construction			\$ 56,000			\$ 2,000,000			
Harbormaster	SAQ Harbor N & E Bulkhead (Offloading Area)							\$ 1,000,000		
Harbormaster	Wychmere Outer Harbor Dredging						\$ -	\$ -	\$ 500,000	
Harbormaster	Study - Wychmere Outer Harbor Jetty						\$ -	\$ -		\$ 75,000
HARBORMASTER SUB-TOTAL			\$ 1,000,000	\$ 1,056,000	\$ 50,000	\$ 200,000	\$ 2,000,000	\$ 1,000,000	\$ 500,000	\$ 75,000
LIBRARY										
Library	Library Interior Modifications/Renovations		\$ -	\$ -	\$ -	\$ 100,000				
Library	Sup. Exterior Preservation(See Fac. Main.)	CPC - Historic	\$ -	\$ -	\$ -	\$ -				
LIBRARY SUB-TOTAL			\$ 10,340	\$ 10,340	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -
NATURAL RESOURCES										
Natural Resources	Hinckley's Pond Restoration	CPC-OS/Un.	\$ 575,000	\$ 600,000						
Natural Resources	Hinckley's Pond Public Access Area	CPC-UN/Rec	\$ 75,000	\$ 75,000						
Natural Resources	Ford F-150 for Natural Resources Dept	FC	\$ 29,103	\$ 29,103						
NATURAL RESOURCES SUB-TOTAL			\$ 679,103	\$ 704,103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PLANNING										
Planning	Housing Trust/PT Housing Coordinator	CPC-Housing	\$ 490,000	\$ 500,000	TBD	TBD	TBD	TBD	TBD	TBD
Planning	Housing Trust/PT Housing Coordinator	CPC-Under.	\$ 10,000	\$ 500,000	TBD	TBD	TBD	TBD	TBD	TBD
Planning	Local Comprehensive Plan Update				\$ 200,000					
PLANNING SUB-TOTAL			\$ 500,000	\$ 1,000,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
POLICE										
Police	Electronic Sign Board			\$ -					\$ 24,000	
POLICE SUB-TOTAL			\$ 36,000	\$ 36,000	\$ 13,700	\$ 14,400	\$ 30,000	\$ 40,000	\$ 61,000	\$ 35,000

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Shawn Fernandez **DEPARTMENT:** Golf Course

FUNDING SOURCE: 2017 Article 18(1.2 million)/ 2018 Article 29(50K)

Appropriated amount: \$1,250,000.00 **Estimated cost:** 120,000 **Actual cost:** 86,300

PROCUREMENT METHOD:

M.G.L.c.30, Section 39M - Over \$50,000 - Invitation for Bids
Sealed bids : bid opening to occur on Thursday November 19, at 2 pm

PURCHASE DESCRIPTION:

Purchase descriptions should contain the following components (see document on purchase descriptions):
Description of supplies or services required; quantities required; schedule for performance and delivery terms.

See attachment (Town of Harwich Cranberry Valley Golf Course Clubhouse Entrance Site Improvements Scope of Work.)

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Carol Coppola Account # 04465A2/617018/1
48C32039D33D434...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
0623C0C5799644E

DONATION AGREEMENT
TOWN OF HARWICH
AND ROUTE 137 DEVELOPMENT, LLC

This Donation Agreement made this ____ day of December, 2020 by and between the Town of Harwich, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 732 Main Street, Harwich, Massachusetts 02645, hereinafter referred to as the "Town", and Route 137 Development, LLC, having a mailing address of 935 Main Street, Chatham, MA -2633, hereinafter referred to as the "Donor."

WHEREAS, the Town is undertaking the installation of sewer lines pursuant to that contract for Sewage Works Improvements Phase 2 (CWSRF-4424/1) dated as of May 2019 in the Town (the "Sewer Agreement"); and

WHEREAS, the Donor is desirous of connecting its facility to the sewer lines being installed by the Town pursuant to the Sewer Agreement as described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Town is amenable to including this work as part of the overall sewer installation project contract dependent upon the payment of sufficient funds by the Donor to cover the costs thereof; and

WHEREAS, the Donor wishes to donate such sums of money to the Town as will pay for the cost of its sewer connection.

NOW, THEREFORE, the Town and the Donor agree as follows:

1. The Donor hereby gifts to the Town of Harwich the amount of eleven thousand eight hundred ninety-seven Dollars and sixty-eight Cents (\$11,051.59), to be expended, by the Board of Selectmen (the "Board"), without further appropriation, in accordance with the provisions of M.G.L. c. 44, §53A, after acceptance by the Board, in accordance with terms of this Agreement.
2. The funds provided by the Donor shall be expended as follows:
 - a. Eleven thousand one hundred Dollars (\$9,051.59) shall be paid to the Contractor if the sewer connection work defined in item 3 of this Agreement, as outlined in the Request for Change 013, dated May 1, 2020 received by the Town from the Contractor, is completed by June 26, 2021, otherwise the funds will be returned to the Donor; and
 - b. Reimbursement of the amount of all reasonable fees incurred by the Town in connection with this Agreement, including without limitation all legal fees, filing fees, mailing charges, or other costs incurred; provided, however, such costs shall not exceed eight hundred Dollars (\$2,000.00) in the aggregate. It is expressly understood and agreed by the Parties that the Town's engagement of

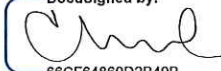
KP Law, P.C., for these purposes, is reasonable and necessary for the purposes contemplated herein and any associated fees incurred by the Town qualify as reimbursable hereunder.

3. Definition of Work to be Done
The contractor shall be responsible for furnishing and installing a gravity main sewer connection lateral, temporary and final paving, testing, and all other related work from the intersection of Route 137 and Landron Way at Sewer Manhole S8-2 to the east terminating at the approximate location of the right-of-way property line.
4. Contractor
The contractor has been selected by the Town in accordance with the bidding process undertaken pursuant to the provisions of G.L. c. 30, § 39M and any other applicable general or specials laws.
5. The Town shall be under no obligation to pay for any amounts over and above that provided as a gift. Should the funds provided in this gift be insufficient to complete this project, no further work will be undertaken unless and until addition funds are provided by the Donor. The sewer connection shall not be utilized until completed and approved by the Board in accordance with applicable codes, rules, and regulations. Any funds remaining after construction will be returned to the Donor.
6. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
7. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hands and seals on the date and year first above written.

TOWN OF HARWICH
BOARD OF SELECTMEN

ROUTE 137 DEVELOPMENT, LLC

DocuSigned by:

66CF64869D2B49B

Chris Wise Manager

Name and Title

Exhibit A

Sewer Connectivity Description

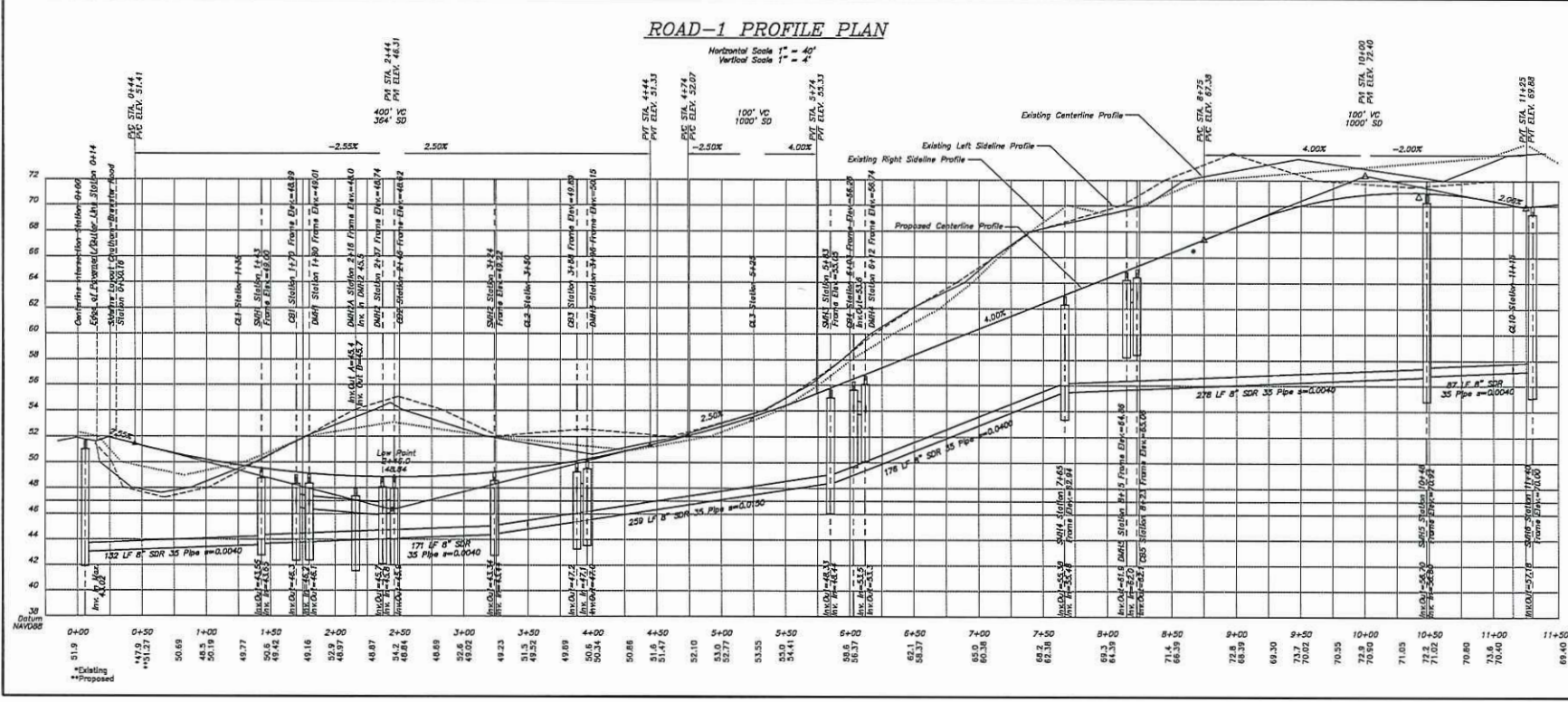
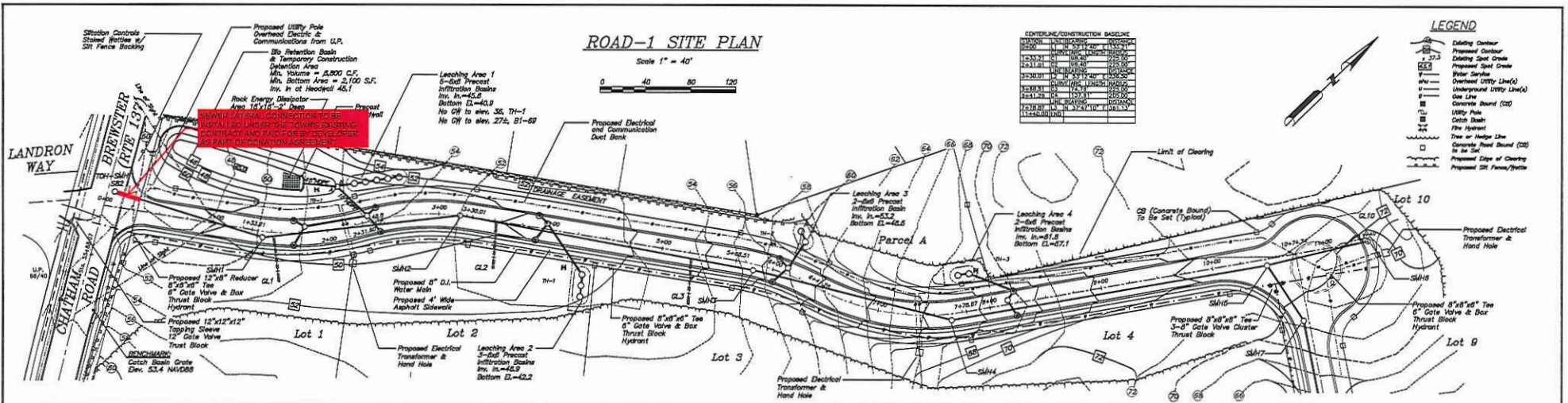


EXHIBIT A

PLAN & PROFILE
ROAD-1
Chatham-Brewster Rd. (Rte 137), E. Hensley, MA

Prepared for
ROUTE 137
DEVELOPMENT, LLC
Applicant

CLARK ENGINEERING LLC
106 Crystal Road Suite B, Chatham, MA, 02633
Tel: (508) 946-8484; Fax: (508) 946-8488

Rev. #	Description of Revision	Date
1	Added pipe test locations, modified	12-08-19
2	Shrinkage Area C, reworked plan	12-08-19

Date: 10-28-2019 Drawing No.: 022910.00
Scale: SEE PLAN Sheet No.: 3 of 10

Robert B Our Co.

24 Great Western Rd, Harwich, MA

Project: **Harwich Sewerage Works Improvements Phase 2 - Contract 1**
 Engineer: **CDM Smith**

1-May-20

RFC 013

RFI 018 - Wise Subdivision

Stub

RBO	Rate	Hours	QTY	Extended Total
Laborer	\$ 56.68	4	2	453.44
Operator	\$ 75.78	4	2	606.24
Truck Driver	\$ 59.55	4	2	476.40
Forman	\$ 85.00	0	0	0.00

Direct labor Costs :

Labor	\$ 453.44	45.65%	207.00
Operator	\$ 606.24	43.57%	264.14
Truck Driver	\$ 476.40	45.32%	215.90

Subtotal Labor \$ 2,223.12

RBO Equipment	Rate	Quantity	Extended Total
Excavator	\$ 166.73	4	\$ 666.92
Loader	\$ 69.50	4	\$ 278.00
Truck (10/W)	\$ 66.95	8	\$ 535.60
Utility Truck	\$ 15.31	4	\$ 61.24
			\$ -

Subtotal Equipment \$ 1,541.76

GC Materials	Rate	Quantity	Extended Total
Core	\$ 650.00	1	\$ 650.00

Subtotal Material \$ 650.00

Sub Contractors	Rate	Quantity	Extended Total
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Misc.	Rate	Quantity	Extended total
8" SDR	\$ 66.00	30	\$ 1,980.00
Asphalt Unit	\$ 29.33	30.00	\$ 879.90
Gravel Unit	\$ 27.00	15.00	\$ 405.00
Dense Grade	\$ 47.00	2.00	\$ 94.00
Subtotal Misc.			\$ 3,358.90
Total Subs			\$ 3,358.90

subtotal Labor, equipment & materials \$ 7,773.78

Subtotal Subs \$ -

RBO direct Markup 15% \$ 1,166.07

RBO Markup on Subs 5 % \$ -

RBO suplimental markup (bond) 1.25% \$ 111.75

\$ 9,051.59

Total	\$ 9,051.59
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TOWN
ADMINISTRATOR'S
REPORT

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #1
ROBERT B. OUR COMPANY
SEWER PROJECT

CONSTRUCTION SCHEDULE – WEEKLY UPDATE
Date Submitted: January 4, 2021

- Trace & RT 137 Pump Station Site

One Week Look Ahead (01/04/21-01/08/21)

- Pump Station Crew # 1
 - Continue Working on Spence's Trace & RT 137 Pump Station Site

Two Week Look Ahead (01/11/21-01/15/21)

- Pump Station Crew # 1
 - Continue Working on Spence's Trace & RT 137 Pump Station Site

Three Week Look Ahead (01/18/21-01/22/21)

- Pump Station Crew # 1
 - Continue Working on Spence's Trace & RT 137 Pump Station Site

Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor's actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations throughout the project area.

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #2

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

One Week Look Ahead (01/04-01/08)

- Mainline Sewer Crew #1
 - Testing, inverts and restoration on Chickadee Lane (C-37)
 - **Dead End Road – closed at Old Queen Anne Road**
 - Prep Church Street North pump station site (CD-3)

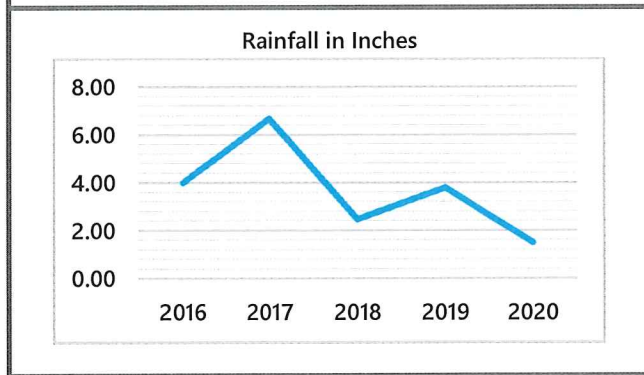
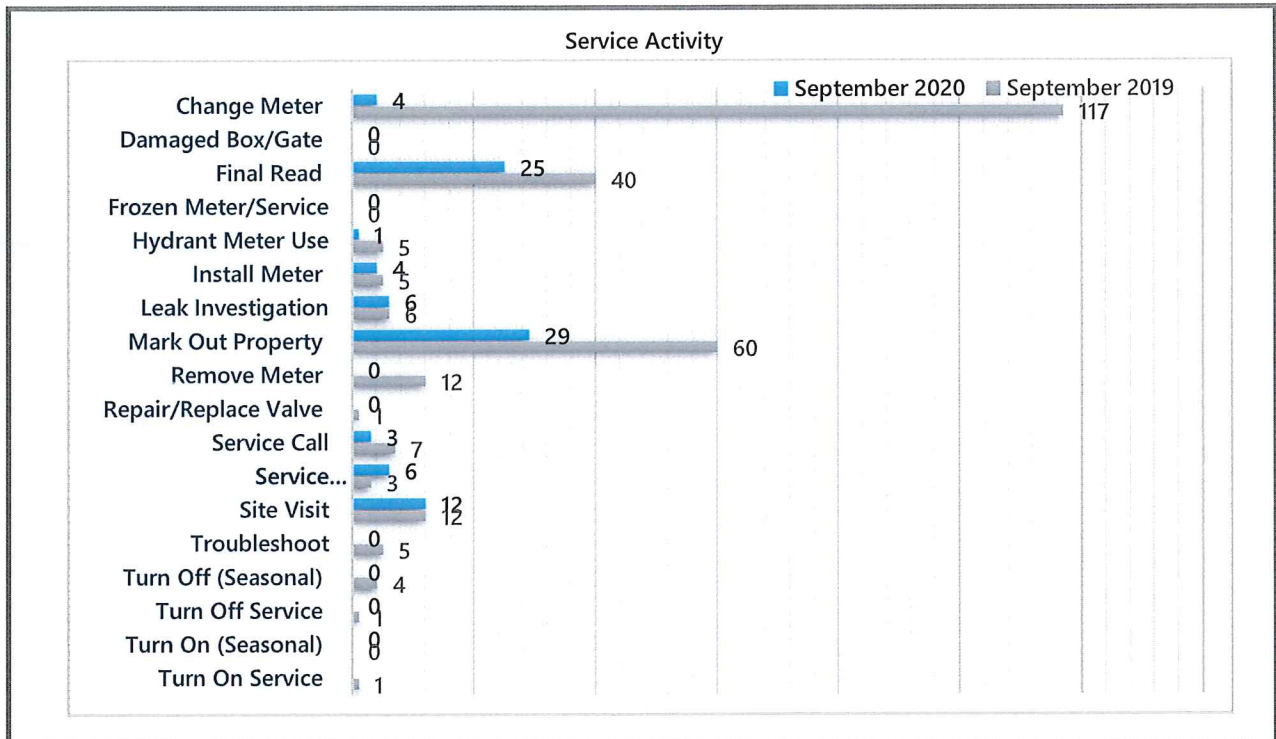
Two Week Look Ahead (01/11-01/15)

- Sewer Crew #1
 - Continue work on Church Street North pump station (CD-3)

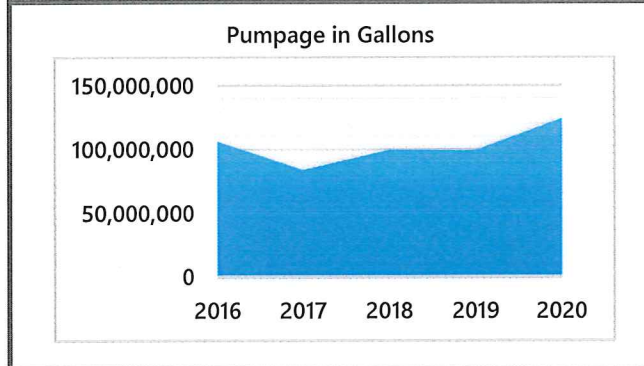
Three Week Look Ahead (01/18-01/22)

- Sewer Crew #1
 - Continue work on Church Street North pump station (CD-3)

Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor's actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations throughout the project area.



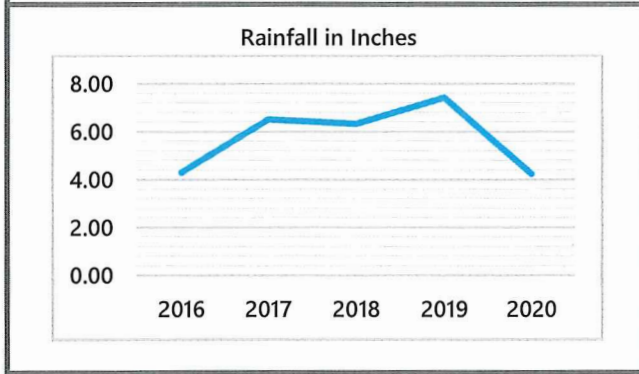
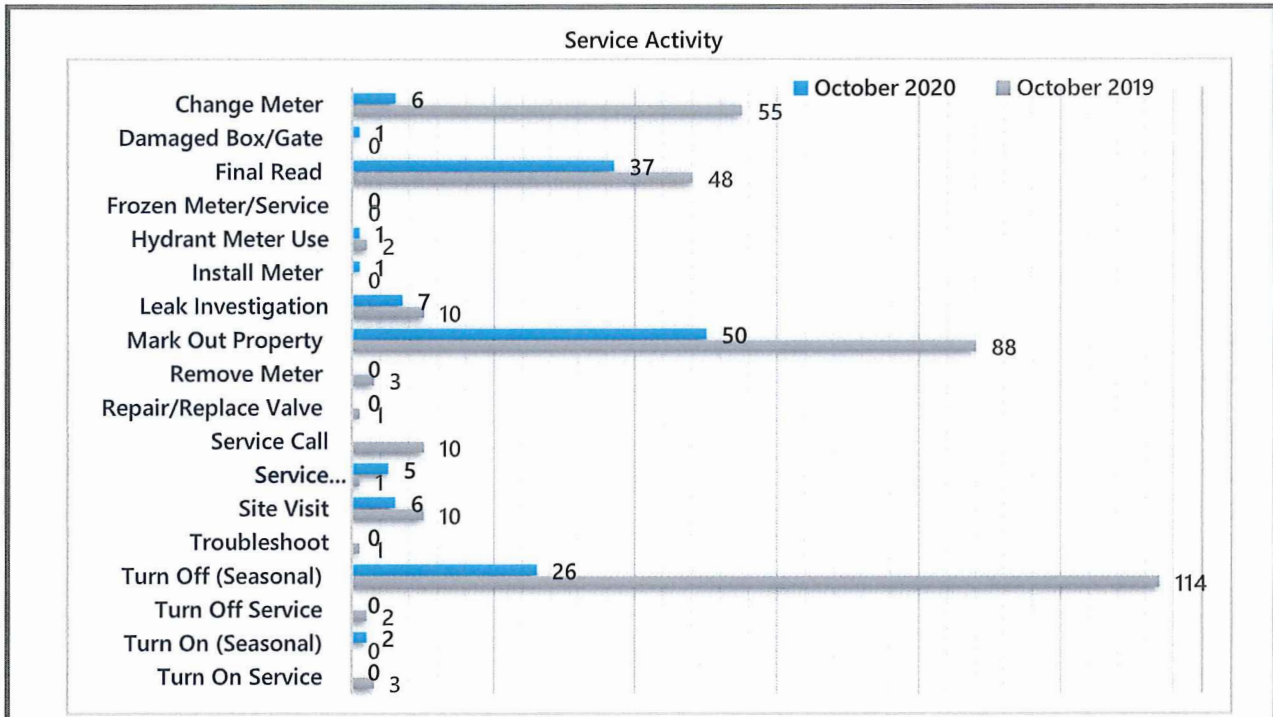
- ### Calendar Activity
- BOWWC Chair Mtgs 9/2, 9/10
 - Final Paving PCO Mtg 9/2
 - Mtg JP/Water Commissioner 9/2
 - ESRI Mtg 9/3/20
 - PB Stormwater Financing Mtg 9/10
 - Mtg HorsleyWitten/USEPA 9/10
 - BOWWC Mtgs; 9/11, 9/24
 - Joan Grey Interview 9/14
 - Mtg w/JP; 9/15
 - Mtg USEPA Cyber Security 9/15
 - Interviews/HWD position 9/16
 - DHY Mtg 9/18
 - Mtg w/Mike Giggey 9/22
 - Mtg 4-Log Removal 9/22
 - Har/Cha WW Mtg 9/23
 - Dept Head Mtg ATM 9/24
 - CDM/Sewer Mtg 9/24
 - Utility Cloud Screen Share 9/24
 - Town Meeting 9/26
 - RBO Paving Mtg 9/25
 - Q1 Meter Reading 9/24...
 - Hiring Interview 9/30
 - Civic Ready Mtg 9/30



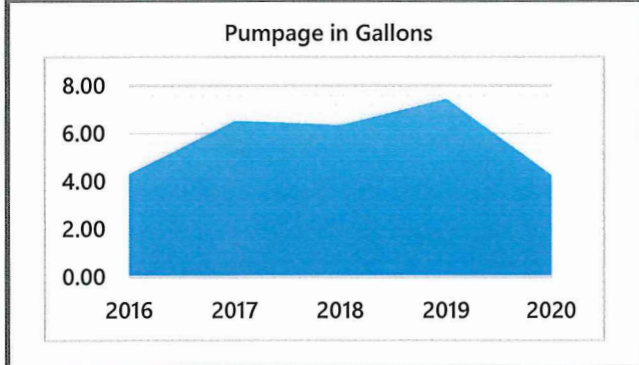
Monthly Pumping Change
-24.37%

YTD Pumping Change
24.41%

Water Samples Taken
74



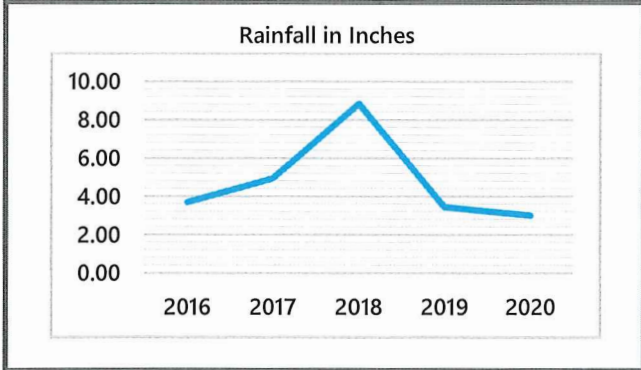
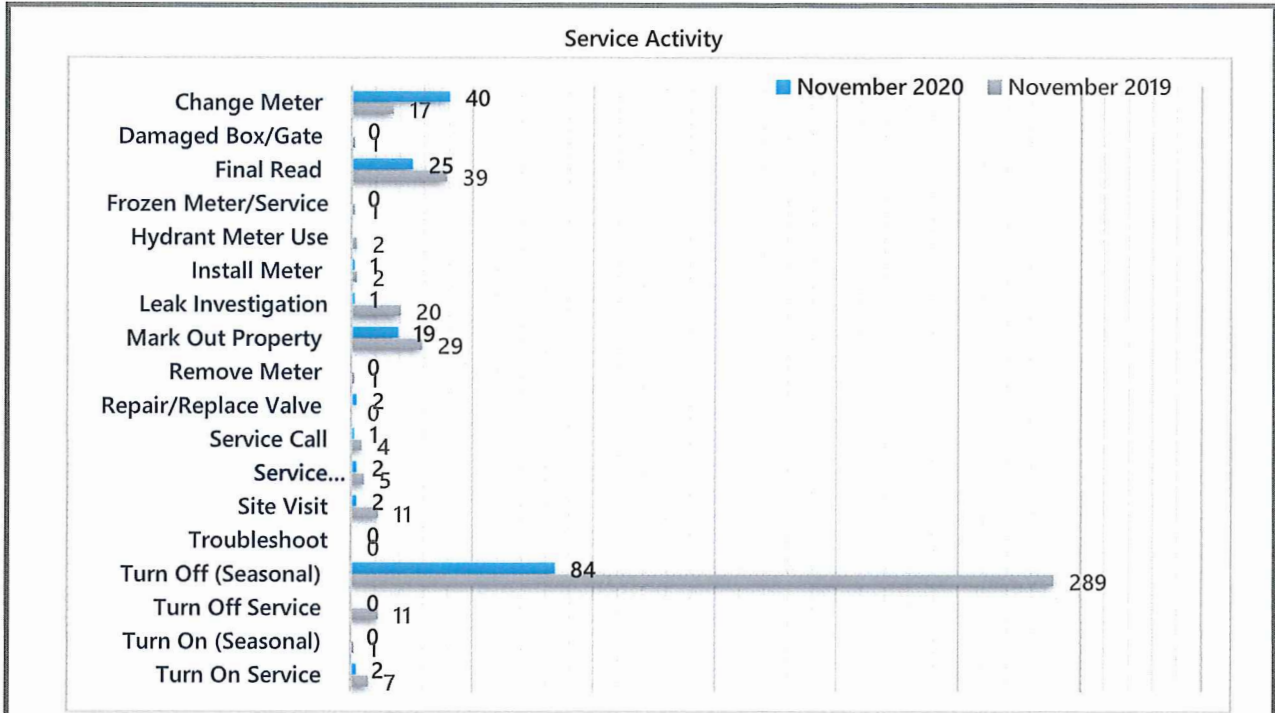
- ### Calendar Activity
- PBA Watershed Mtgs 10/1, 10/26, 10/29
 - GHD Sewer Modeling Mtg 10/1
 - Weston & Sampson Sewer Mtg 10/5
 - WW Mtg w/Val Peter 10/6
 - Cyber Security Mtg/Rich 10/7
 - Cold Brook Update Mtg 10/7
 - Meggan E WW Mtg 10/9
 - Williamson Pump Mtg 10/9
 - Columbus Day 10/12
 - BOWWC Chair Mtgs 10/13, 10/21
 - Phase 2 Construction Mtg 10/13
 - Sewer Regs Mtg/JP 10/13
 - Con Ops Mtg/W&S 10/15
 - WW IMA Regs Mtg w/JP 10/15
 - DHY Mtg 10/16
 - BOWWC Mtgs 10/16, 10/27
 - New Hire Orientation 10/19
 - WW Mtg 10/19, 10/20, 10/23, 10/26
 - CPC Mtg 10/19
 - P2C1 Mtg 10/20
 - EPA Cyber Security/Krista 10/20
 - Sewer CAD Mtg 10/20
 - BOWWC/Allin Mtg 10/27
 - Har-Cha Interconnection Mtg 10/28
 - Meter Replacement Plan Mtg 10/28
 - Turbine Bldg Mtg 10/28
 - Dept Head Mtg 10/29
 - MWWA Roundtable Call 10/29
 - Q1 Billing
 - Hydrant Install & Hydrant Repair



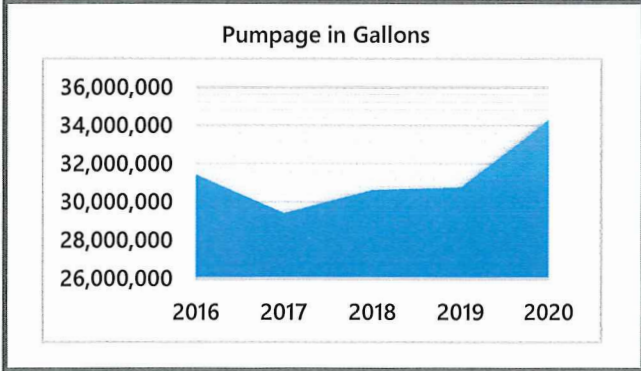
Monthly Pumping Change
-77.34%

YTD Pumping Change
18.27%

Water Samples Taken: **39**



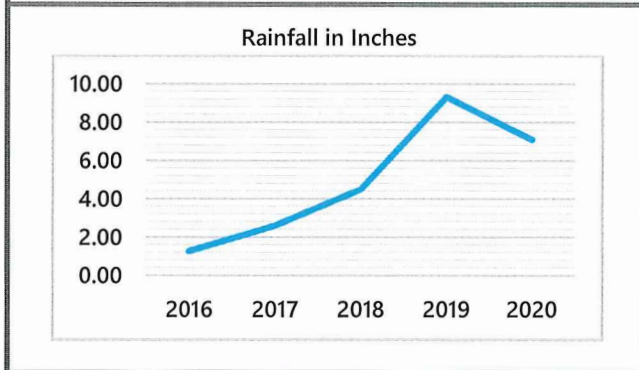
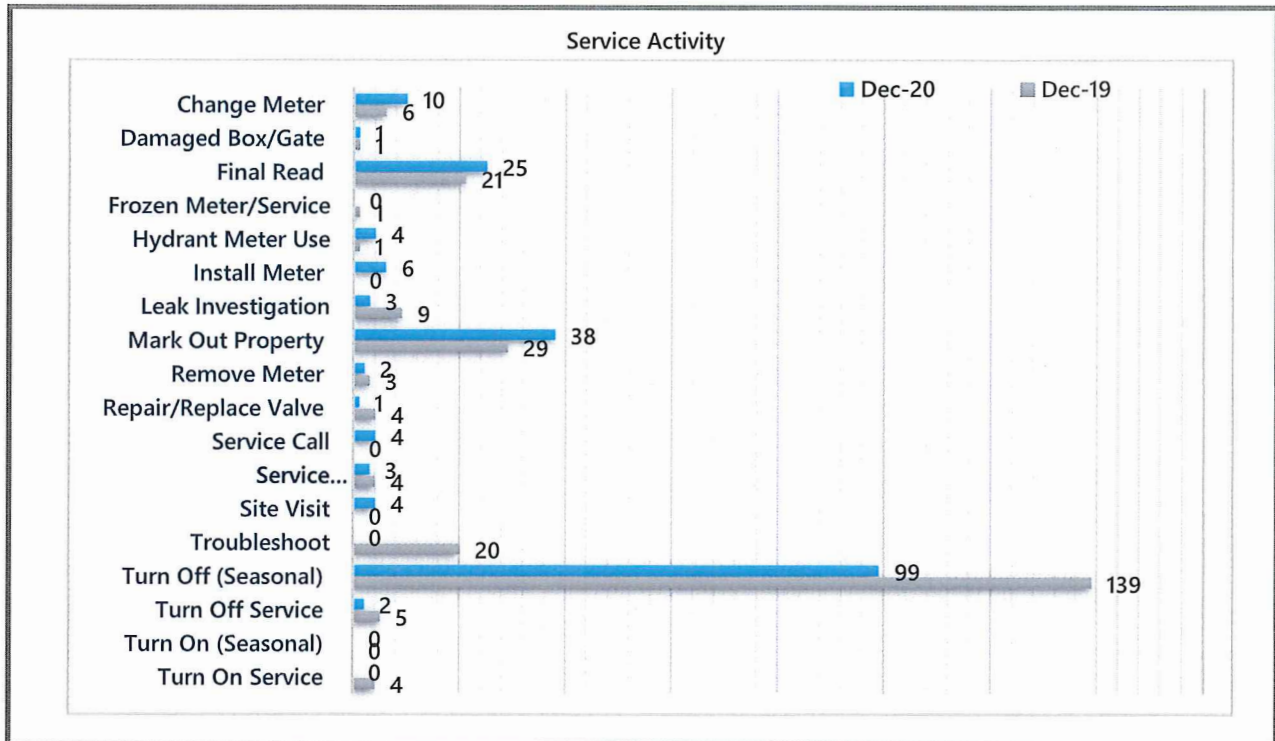
- ### Calendar Activity
- GHD Mtg 11/2
 - Dept Head Mtg 11/3, 11/16, 11/24
 - BOWWC Chair Mtg 11/4,
 - GHD/P.Lake Tank Mtg 11/3, 11/4
 - Bill Marsh Mtg 11/6
 - BOWWC Mtgs 11/5, 11/19
 - Sewer Mtg w/Griffin 11/9
 - P2C1 Siding C/O Mtg 11/9
 - Health Dept Mtg 11/9
 - Harwich Owners Mtg Sewer Contracts 11/10
 - Master Meter Calibrations 11/9-10
 - Veterans Day 11/11
 - Sewer Progress Mtg 11/10, 11/20
 - FY22 Budget Prep DP/SS 11/12
 - AWIA 2018 Mtg 11/13
 - FY22 Lien Processing 11/20
 - Mtg w/JP 11/16
 - WW Budget Review/Prep 11/16
 - EPA/CDX User Training 11/18
 - GIS Discussion Presentation 11/19
 - DHY Mtg 11/20
 - Sewer Project & Financing Mtg 11/20
 - WW Mtg 11/23, 11/30
 - Thanksgiving Holiday 11/26-11/27
 - CPC Rail Trail Location Review 11/30
 - WW Rules & Regs/JP Mtg 11/30



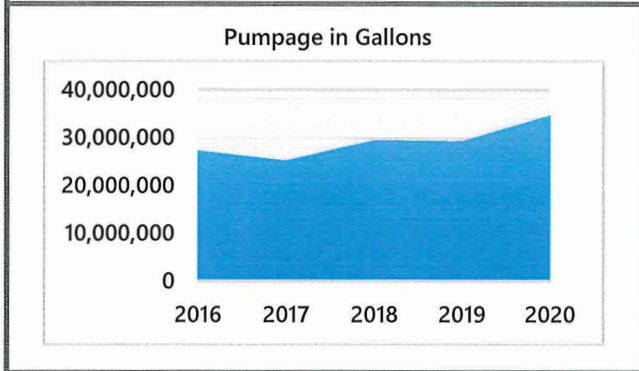
Monthly Pumping Change
22.02%

YTD Pumping Change
17.97%

Water Samples Taken: **38**



- ### Calendar Activity
- FY22 Water Budget submitted
 - FY22 Wastewater Budget submitted
 - P.Lake Tank Pre-Bid Mtg 12/1
 - ArcGIS & Elements Mtg 12/2
 - Pleasant Bay Watershed Mtg 12/3
 - WW Mtg 12/1, 12/7, 12/14
 - Elements Conf Call DP/SS 12/2
 - BOWWC Chair Mtg 12/3, 12/15
 - CPC Water Filling Stations Mtg 12/3
 - GIS Follow Up Mtg 12/8, 12/15, 12/18
 - Presentation Review 12/8
 - P.Lake Tank Bid Opening 12/10
 - WW Mtg 12/14
 - FY22 Capital Plan Rt 28 WM Proj 12/14
 - P2 Progress Mtg 12/15
 - P. Lake Tank Intro Mtg 12/15
 - Dept Head Mtg/Storm 12/16
 - DHY Mtg 12/18
 - Rt 28 Project/GHD Mtg 12/18
 - Q2 Meter Reading 12/21...
 - Hydrant Flushing Program
 - Vacation DP 2wks
 - Christmas Holiday 12/25
 - Install New Water Main/Harden Ln
 - Gate Valve Replacement



Monthly Pumping Change
1.10%

YTD Pumping Change
18.00%

Water Samples Taken: **45**