

SELECTMEN’S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Regular Meeting 6:30 P.M.

Tuesday, January 21, 2020

**As required by Open Meeting Law, you are hereby informed that the Town will be video and audio taping as well as live broadcasting this public meeting. In addition, anyone in the audience who plans to video or audio tape this meeting must notify the Chairman prior to the start of the meeting.*

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. WEEKLY BRIEFING

- A. Sewerage Work Improvement Phase 2 – Contract #1 – Construction Schedule – Weekly Update
- B. Sewerage Work Improvement Phase 2 – Contract #2 – Construction Schedule

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

V. CONSENT AGENDA

- A. Minutes:
 - 1. July 22, 2019 Regular Session
- B. Vote to approve the Interim Assistant Town Administrator’s recommendation to grant permission to NSTAR ELECTRIC COMPANY to install 37’ of conduit and cable under town road in Central Avenue, Harwich
- C. Vote to approve the request to close Cape Sea Grille from January 29, 2020 to February 29, 2020 for cleaning and renovations.
- D. Vote to approve the referral of Zoning Amendment to the Planning Board pursuant to MGL c.40A, Section 5 regarding “Essential Services”
- E. Vote - Annual & Seasonal Lodging House or Innholders License Renewal 2020 – as listed in the packet
- F. Vote - Annual Victuallers License Renewal 2020 – as listed in the packet
- G. Vote - Annual Entertainment License Renewal 2020 – as listed in the packet

VI. PUBLIC HEARINGS/PRESENTATIONS (Not earlier than 6:30 P.M.)

- A. Harwich Center Initiative Committee Update – Dan Wolf

VII. NEW BUSINESS

- A. Discussion and possible vote to retain ownership and control of the Harwich-MA.gov Domain Name – Annual domain fee of \$400.00
- B. Discussion and possible vote – free cash analysis – Carol Coppola

VIII. CONTRACTS

- A. Fire Station #2 – Change Order #009 – 15,306.19
- B. Snowplow Contract – Robert B. Our – Expected to be more than \$25,000 – Town of Harwich
- C. Snowplow Contract – Robert B. Our – Expected to be more than \$25,000 – Monomoy Regional High School
- D. Snowplow Contract – GFM Enterprises, Inc. – Expected to be more than \$25,000

IX. OLD BUSINESS

- A. The signing of the Interim Loan Note Certificate - of \$22,214,467 - the vote of the Board of Selectmen made August 12, 2019

X. TOWN ADMINISTRATOR’S REPORTS

- A. Presentation of contracts signed by Interim Town Administrator
- B. Departmental Reports

XI. SELECTMEN’S REPORT

XII. 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:

Posted by: _____
Town Clerk

Patricia Macura, Admin. Secretary

Date: _____
January 16, 2020

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #1
SEWER PROJECT

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

Date Submitted: January 20, 2020

One Week Look Ahead (01/20-01/24)

- Mainline Sewer Crew # 1
 - Subcontractors performing various tasks at various locations
Testing, Inverts, Casting Adjustments, Mandrel (RT 137 & RT 39)
- Mainline Sewer Crew # 2
 - Continue Installation on RT137
Extended Work Hours to Set Sewer Manhole – Wednesday & Thursday
** Detour **

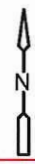
Two Week Look Ahead (01/27-01/31)

- Mainline Sewer Crew # 1
 - Subcontractors performing various tasks at various locations
Commence Gravity Sewer Installation on Old Heritage Way
- Mainline Sewer Crew # 2
 - Continue Installation on RT137
 - Extended Work Hours to Set Sewer Manhole – Monday
** Detour **

Three Week Look Ahead (02/03-02/07)

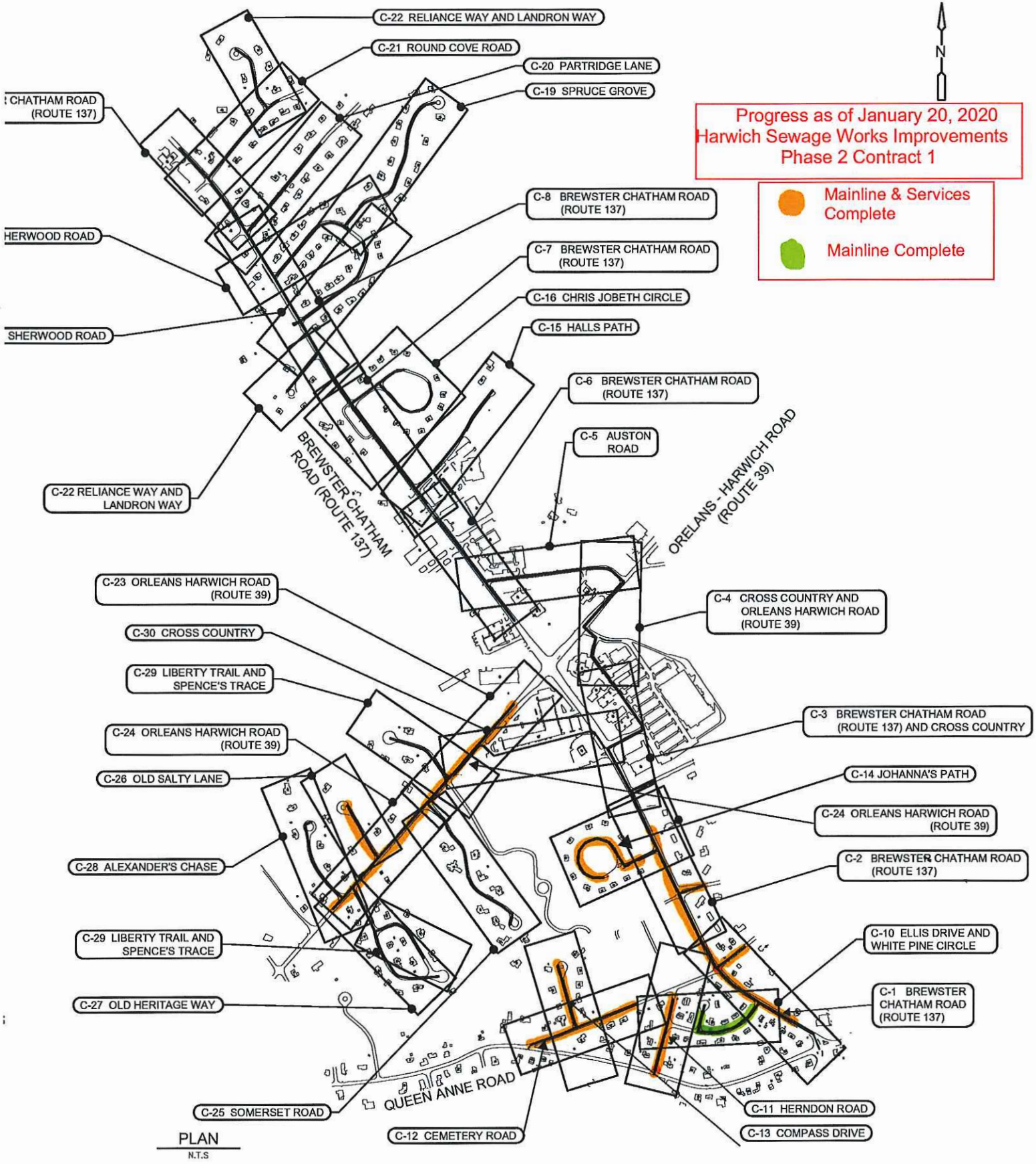
- Mainline Sewer Crew # 1
 - Subcontractors performing various tasks at various locations
Continue Installation of Gravity Sewer Installation on Old Heritage Way.
- Mainline Sewer Crew # 2
 - Continue Installation on RT137
** Detour **

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.



Progress as of January 20, 2020
Harwich Sewage Works Improvements
Phase 2 Contract 1

-  Mainline & Services Complete
-  Mainline Complete



PLAN
N.T.S.

RJV - Schedule - FEBRUARY 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27 Mobilize	28 Mobilize	29 Mobilize	30 Mobilize	31 Mobilize	1
2	3 Cemetery Rd (C6)	4 Cemetery Rd (C6)	5 Cemetery Rd (C6)	6 Cemetery Rd (C6)	7 Cemetery Rd (C6)	8
9	10	11	12	13	14 Valentine's Day	15
16	17 Presidents' Day	18	19	20	21	22
23	24	25	26	27	28	29

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, JULY 22, 2019
4:00 P.M.**

SELECTMEN PRESENT: Ballantine, Ford, Howell, MacAskill, and McManus

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Joe Powers, Jerry Loftus, Caleb Ladue, and others.

Mr. Ballantine reopened the meeting at 4:15pm. He explained he first called the meeting to order at 4pm for Executive Session to discuss the Harwich Police Federation contract.

NEW BUSINESS

- A. Request for approval for two (2) one day alcohol license permits for two events at the South Harwich Meetinghouse to be held on 8/3/19 and 9/21/19 – Serving beer and wine only.

Mr. McManus moved to approve the application for two one-day alcoholic license permits for two events at the South Harwich Meetinghouse to be held on 8/3/19 and 9/21/19. Mr. Howell seconded the motion.

Mr. Howell wanted to be sure that the contractor pouring for the event carried its own insurance.

The motion carried by a vote of 4-0. Mr. Ballantine was not present for the vote.

OLD BUSINESS

- A. Potential Ratification Vote of The Harwich Police Federation Massachusetts Coalition of Police Local #446 – July 1, 2019 through June 30, 2022

Mr. Ballantine explained that the Board ratified the Harwich Police Federation Massachusetts Coalition of Police Local #446 during the 4pm Executive Session.

PUBLIC COMMENTS/ANNOUNCEMENTS

Mr. Howell requested that a DCPC discussion be added to the agenda for the following meeting.

Mr. Ballantine commented on the excellent presentations by Duncan Barry on Captain's Row.

Jerry Loftus, former Harwich resident, provided a personal update to the Board.

SELECTMEN'S REPORT

Mr. Howell expressed his disappointment in the poor turnout for the Cape Verdean Festival, which celebrated the town's history. Mr. McManus agreed and conjectured that the heat was to blame. He suggested providing free iced tap water at the event in the future, as was provided at the Cranberry Festival.

Mr. MacAskill thanked first responders for their help with the tanker rollover. He suggested someone in the town should be assigned to provide answers to the affected property owners. He also asked the Town Administrator to provide information to the public regarding the road/sewer construction progress in East Harwich. He also requested an update regarding the Community Development.

TOWN ADMINISTRATOR'S REPORT

Mr. Clark provided a brief update regarding the road repairs scheduled. The contractor plans to start August 5th. Three initial streets were identified, including Church St.—only side roads, no major roads. The contractor will only be able to provide three weeks of advanced notice before beginning work on a street. Charlie Sumner is the public's point of contact. His contact information is provided on the town's website. Mr. Ladue agreed to add the information to a more visible banner on the town website

ADJOURNMENT

Mr. Howell moved to adjourn at 4:30pm. Mr. MacAskill seconded, and the motion carried.

Respectfully submitted,

Shilo K. Felton
Recording Secretary

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039


Joseph Powers, Interim *Town Administrator*

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Robert Lawton, Interim Assistant Town Administrator 

RE: Utility Hearing January 15, 2020
NSTAR Electric dba Eversource Electric
10 Central Avenue

DATE: January 15, 2020

A Utility Hearing was held on Wednesday, January 15, 2020 at 9:00 am in Harwich Town Hall, at the request of NSTAR/Eversource for the purpose of the installing approximately 37' (feet) conduit and cable in town road at 10 Central Avenue.

Legal ads were published and notifications were given. There were no abutters present. There were no objections to installing approximately 37' (feet) conduit and cable in town road at 10 Central Avenue.

There were no other questions, concerns or objections and the Hearing was adjourned at 9:05 AM. After careful review, I recommend that the Board approve Eversource Plan No. 2357071 Dated October 23, 2019 – WO#2357071

MINUTES
Utility Hearing – 10 Central Ave
Wednesday, January 15, 2020

THOSE IN ATTENDANCE: Robert Lawton, Interim Assistant Town Administrator, Patti Macura, Administrative Secretary, No Representatives from Eversource were in attendance. There were no abutters.

The Assistant Town Administrator called the hearing to order at 9:00 A.M. and read the Utility Hearing Notice which proposed the installation of approximately 37' (feet) conduit and cable in town road at 10 Central Avenue

The hearing was adjourned at 9:05 A.M.

Submitted by:
Patricia Macura
Administrative Secretary

Attachments

November 12, 2019

Town Administrators
732 Main Street
Harwich, MA 02653

Dear Board Members:

Enclosed is a petition to install approx. 37 feet of conduit/cable under town road in Central Ave, Harwich.

This proposed location is necessary to provide electrical service to customer at 10 Central Ave. 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?

If you have any questions, feel free to contact me at 508-790-9022 or the email address provided below.

Warm Regards,



Jessica Elder
Right of Way Agent
Jessica.Elder@Eversource.com
NSTAR Electric
d/b/a Eversource Energy

*Hearing 1/15/2020
9:00 AM NO ONE IN ATTENDANCE
[Signature]*

TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
January 15, 2020

Pursuant to M.G.L. Ch. 166, § 22, the Interim Town Administrator will hold a Public Hearing at **9:00 AM on Wednesday, January 15, 2020** in the Harwich Administration Offices, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY requesting 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:

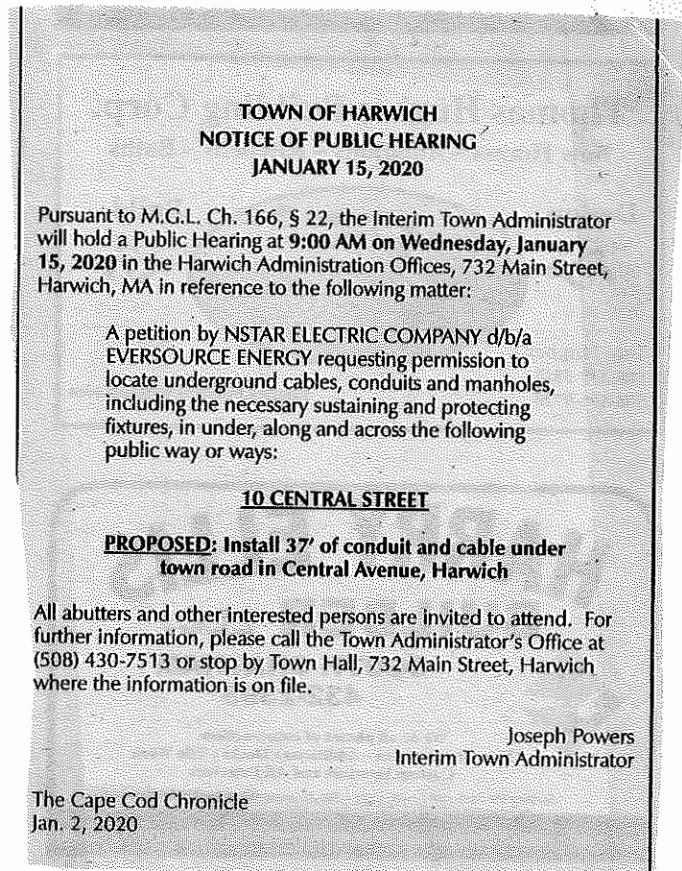
10 CENTRAL STREET

PROPOSED: Install 37' of conduit and cable under town road in Central Avenue, Harwich

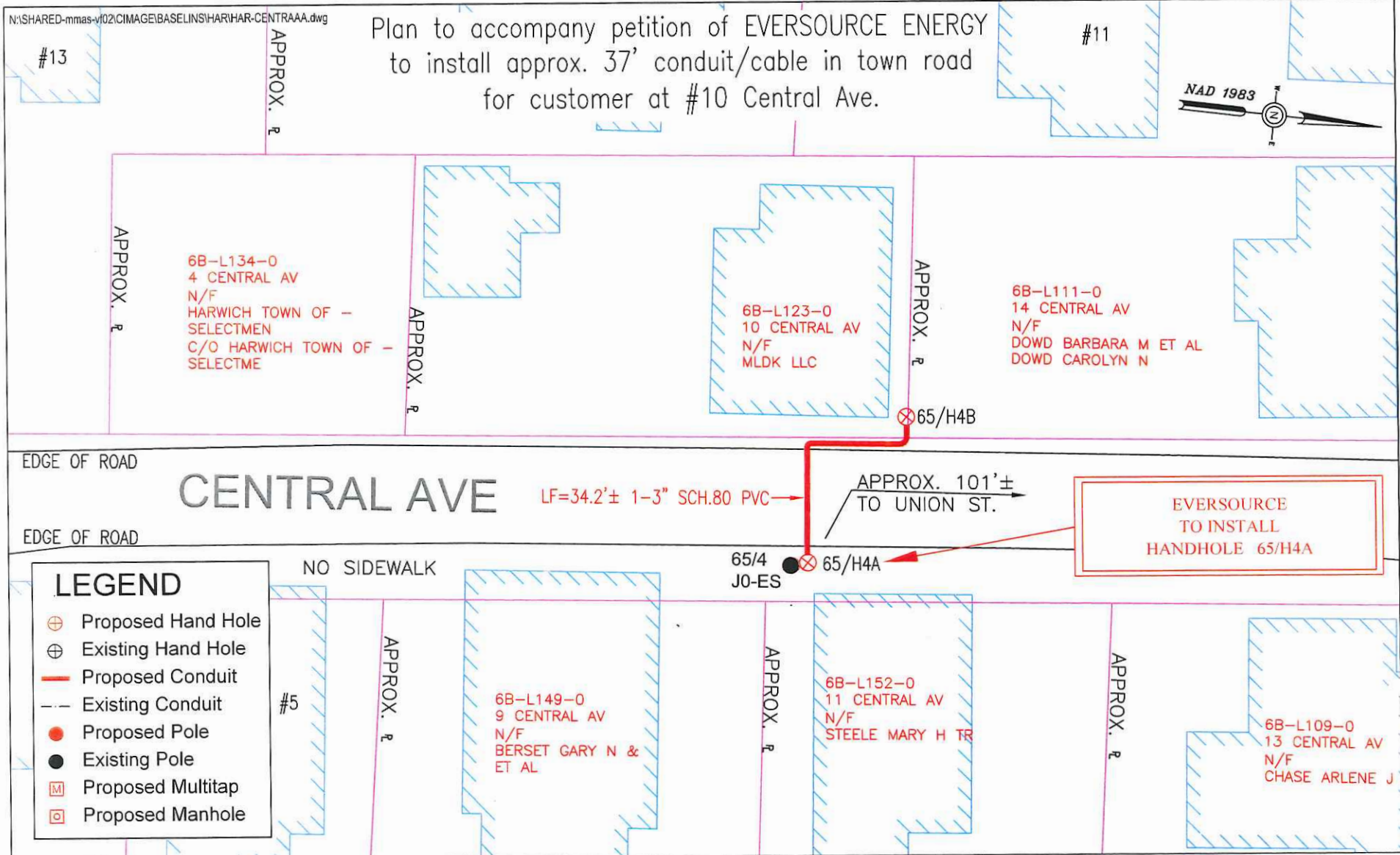
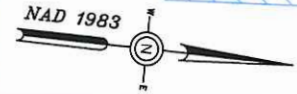
All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Joseph Powers
Interim Town Administrator

Cape Cod Chronicle
January 2, 2020



Plan to accompany petition of EVERSOURCE ENERGY to install approx. 37' conduit/cable in town road for customer at #10 Central Ave.



EDGE OF ROAD
CENTRAL AVE
EDGE OF ROAD

CENTRAL AVE

LF=34.2'± 1-3" SCH.80 PVC

APPROX. 101'± TO UNION ST.

EVERSOURCE TO INSTALL HANDHOLE 65/H4A

LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- Existing Conduit
- Proposed Pole
- Existing Pole
- Ⓜ Proposed Multitap
- Ⓢ Proposed Manhole



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. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY 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, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW

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

Plan #	2357071	<p>1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125</p>
Ward #		
Work Order #	2357071	Plan of CENTRAL AVE, HARWICH PORT
Surveyed by:	N/A	Showing PROPOSED CONDUIT LOCATION
Research by:	PG	
Plotted by:	JC	
Proposed Structures:	LM	
Approved:	A DEBENEDICTIS	Scale 1"=20' Date OCTOBER 23, 2019
P#		SHEET 1 of 1

**PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS**

WO#2357071

Barnstable, Massachusetts

November 12, 2019

To the Board of Selectmen for the Town of Harwich, Massachusetts.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

request 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:

10 Central Ave, Harwich

To install approximately 37' of conduit and cable in town road.

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, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 2357071 Dated October 23, 2019.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

By



**Right of Way Agent
Jessica S. Elder**

WO#2357071
CENTRAL AVE.
HARWICH, MA 01760

6B-L149-0
9 CENTRAL AV
N/F
BERSET GARY N & ET AL
10 PUDDINGSTONE LN
MEDWAY, MA 02053

6B-L123-0
10 CENTRAL AV
N/F
MLDK LLC
1 BEACH DR SE SUITE 230
ST PETERSBURG, FL 33701

6B-L111-0
14 CENTRAL AV
N/F
DOWD BARBARA M ET AL
DOWD CAROLYN N
3 UNIVERSTY RD
ARLINGTON, MA 02474

6B-L152-0
11 CENTRAL AV
N/F
STEELE MARY H TR
11 CENTRAL AVENUE NOMINEE
TRUS
17 HARBORVIEW DR
RYE, NH 03870

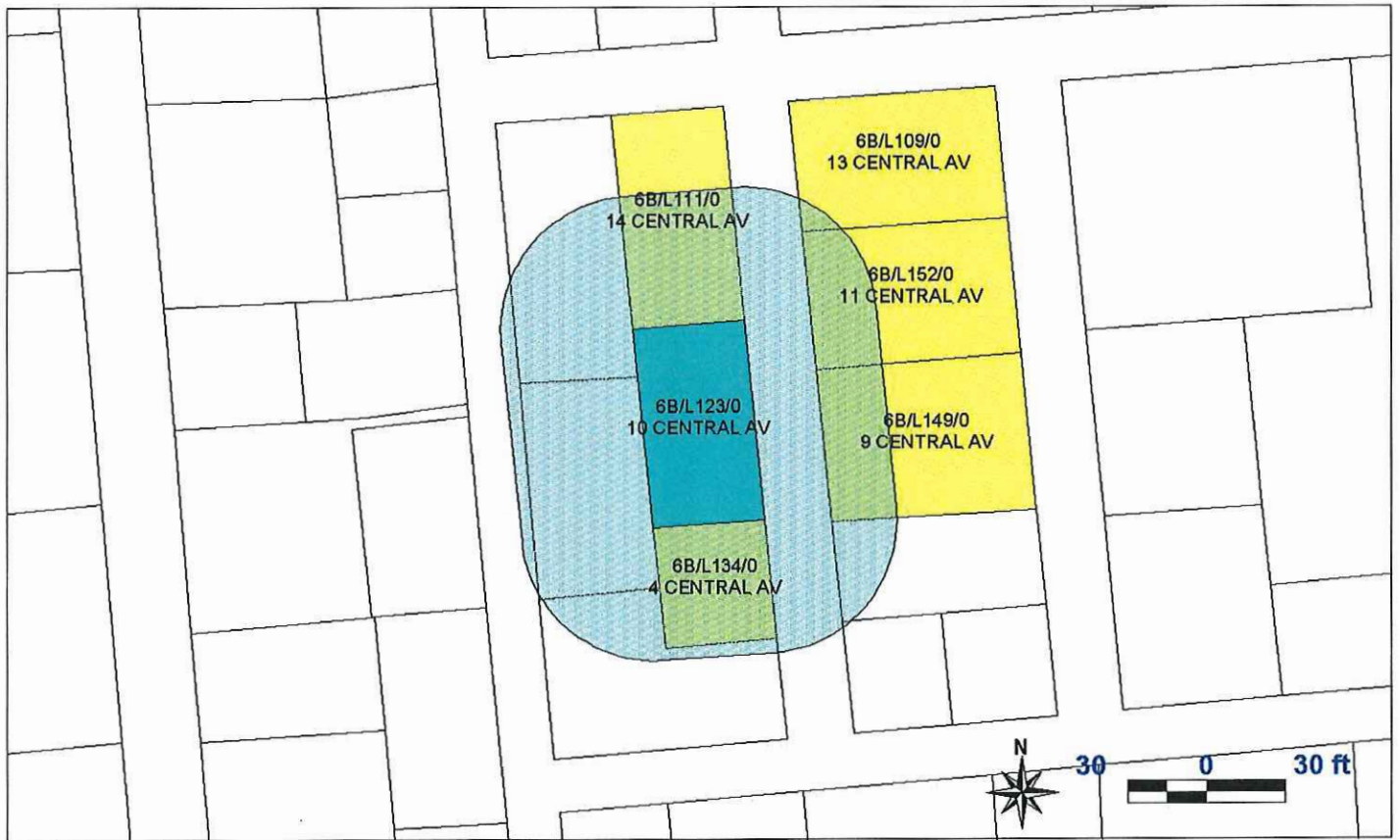
6B-L109-0
13 CENTRAL AV
N/F
CHASE ARLENE J
18 BAKERS HILL RD
WESTON, MA 02493

6B-L134-0
4 CENTRAL AV
N/F
HARWICH TOWN OF - SELECTMEN
C/O HARWICH TOWN OF -
SELECTME
732 MAIN ST
HARWICH, MA 02645



TOWN OF HARWICH, MA
 BOARD OF ASSESSORS
 732 Main Street, Harwich, MA 02645

Abutters List Within 50 feet of Parcel 6B/L123/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
8204	6B-L109-0-R	CHASE ARLENE J	13 CENTRAL AV	18 BAKERS HILL RD	WESTON	MA	02493
2996	6B-L111-0-R	DOWD BARBARA M ET AL DOWD CAROLYN N	14 CENTRAL AV	3 UNIVERSTY RD	ARLINGTON	MA	02474
2998	6B-L123-0-R	MLDK LLC	10 CENTRAL AV	1 BEACH DR SE SUITE 230	ST PETERSBURG	FL	33701
3001	6B-L134-0-R	HARWICH TOWN OF - SELECTMEN C/O FAY KAREN	4 CENTRAL AV	3 OCEAN AVE	HARWICH PORT	MA	02646
3011	6B-L149-0-R	BERSET GARY N, EILEEN L ET AL MCNALLY JOSEPH, MARY JO	9 CENTRAL AV	10 PUDDINGSTONE LN	MEDWAY	MA	02053
3013	6B-L152-0-R	STEELE MARY H TR 11 CENTRAL AVENUE NOMINEE TRUS	11 CENTRAL AV	17 HARBORVIEW DR	RYE	NH	03870

Cape Sea Grille



January 6, 2020

Mr. Larry Ballentine
Chair of the Board of Selectmen
Harwich Town Hall
732 Main St.
Harwich, MA 02645

Dear Mr. Ballentine,

We would like to request to close from January 29th to February 29th, 2020 for cleaning and renovations. While we are very excited to be open year-round, we have many projects that we won't be able to accomplish while the restaurant is open.

Thank you in advance for your consideration.

A handwritten signature in black ink, appearing to read "Jennifer & Doug Ramler". The signature is fluid and cursive.

Jennifer & Doug Ramler
Cape Sea Grille
31 Sea St.
Harwich Port, MA 02646

508-432-4745
31 Sea Street, Harwich Port, MA 02646
www.cape-sea-grille.com
Chef Douglas Ramler and Jennifer Ramler, Manager

PLANNING BOARD • 732 Main Street, Harwich, MA 02645



ph: 508-430-7511 • fax: 508-430-4703

January 15, 2020

To: Board of Selectmen
From: Planning Board
Re: Proposed Zoning Bylaw Amendment

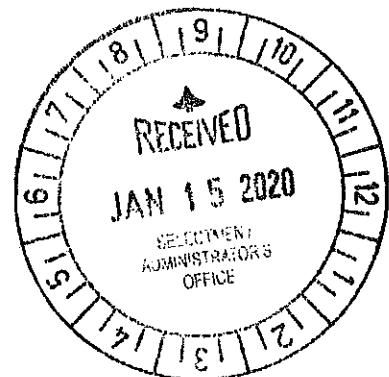
At the duly posted Planning Board meeting held last evening, the Board voted unanimously to refer the attached zoning bylaw amendment to the Board of Selectmen so that the required public hearing process can begin and so that this article is included in the Annual Town Meeting Warrant.

The proposed zoning bylaw amendment is relative to the deletion of the definition of "Essential Services" and removing said use from the Zoning Use Table.

At this time the Planning Board requests that the Board of Selectmen vote to refer this proposed zoning amendment back to the Planning Board so that the Planning Board can begin the required public hearing process pursuant to M.G.L. c.40A §5. Attached please find this provision.

If you have any questions, please do not hesitate to contact the Board or Town Planner Charleen Greenhalgh.

Enc. (2)



Article ___: To see if the Town will vote to amend the Code of the Town of Harwich – Zoning by deleting the definition of “Essential Services” within §325-2 – Definitions and by deleting within §325-13 – Table 1, Paragraph II – Public and Quasi Public Uses, Item 3 – Essential services; facility, utilities.

Explanation:

The existing definition of *ESSENTIAL SERVICES*: “*Services and appurtenant structures, facilities, uses or equipment provided by governmental agencies, including the Town of Harwich, or provided by public utility or public service companies, including but not limited to water distribution systems, Town-owned marinas, docking areas, fish piers, off-loading facilities, retaining walls, jetties and similar structures, gas and electric distribution, systems for telecommunications and sewerage systems.*” and the definitions of *MUNICIPAL USE*: “*A use, whether in a structure and/or on a parcel of land, owned and/or operated by the Town of Harwich.*” are in conflict with one another. All Municipal Uses are allowable by right, as are public utility uses (i.e. gas, electric, cable, cell). By deleting the definition of Essential Services it would eliminate this unnecessary conflict.

MGL c.40A, §5 Adoption or Change of Zoning Ordinances or By-Laws

Section 5. Zoning ordinances or by-laws may be adopted and from time to time changed by amendment, addition or repeal, but only in the manner hereinafter provided. Adoption or change of zoning ordinances or by-laws may be initiated by the submission to the city council or board of selectmen of a proposed zoning ordinance or by-law by a city council, a board of selectmen, a board of appeals, by an individual owning land to be affected by change or adoption, by request of registered voters of a town pursuant to section ten of chapter thirty-nine, by ten registered voters in a city, by a planning board, by a regional planning agency or by other methods provided by municipal charter. The board of selectmen or city council shall within fourteen days of receipt of such zoning ordinance or by-law submit it to the planning board for review.

No zoning ordinance or by-law or amendment thereto shall be adopted until after the planning board in a city or town, and the city council or a committee designated or appointed for the purpose by said council has each held a public hearing thereon, together or separately, at which interested persons shall be given an opportunity to be heard. Said public hearing shall be held within sixty-five days after the proposed zoning ordinance or by-law is submitted to the planning board by the city council or selectmen or if there is none, within sixty-five days after the proposed zoning ordinance or by-law is submitted to the city council or selectmen. Notice of the time and place of such public hearing, of the subject matter, sufficient for identification, and of the place where texts and maps thereof may be inspected shall be published in a newspaper of general circulation in the city or town once in each of two successive weeks, the first publication to be not less than fourteen days before the day of said hearing, and by posting such notice in a conspicuous place in the city or town hall for a period of not less than fourteen days before the day of said hearing. Notice of said hearing shall also be sent by mail, postage prepaid to the department of housing and community development, the regional planning agency, if any, and to the planning board of each abutting city and town. The department of housing and community development, the regional planning agency, the planning boards of all abutting cities and towns and nonresident property owners who may not have received notice by mail as specified in this section may grant a waiver of notice or submit an affidavit of actual notice to the city or town clerk prior to town meeting or city council action on a proposed zoning ordinance, by-law or change thereto. Zoning ordinances or by-laws may provide that a separate, conspicuous statement shall be included with property tax bills sent to nonresident property owners, stating that notice of such hearings under this chapter shall be sent by mail, postage prepaid, to any such owner who files an annual request for such notice with the city or town clerk no later than January first, and pays a reasonable fee established by such ordinance or by-law. In cases involving boundary, density or use changes within a district, notice shall be sent to any such nonresident property owner who has filed such a request with the city or town clerk and whose property lies in the district where the change is sought. No defect in the form of any notice under this chapter shall invalidate any zoning ordinances or by-laws unless such defect is found to be misleading.

Prior to the adoption of any zoning ordinance or by-law or amendment thereto which seeks to further regulate matters established by section forty of chapter one hundred and thirty-one or regulations authorized thereunder relative to agricultural and aquacultural practices, the city or town clerk shall, no later than seven days prior to the city council's or town meeting's public hearing relative to the adoption of said new or amended zoning ordinances or by-laws, give notice of the said proposed zoning ordinances or by-laws to the farmland advisory board established pursuant to section forty of chapter one hundred and thirty-one.

No vote to adopt any such proposed ordinance or by-law or amendment thereto shall be taken until a report with recommendations by a planning board has been submitted to the town meeting or city council, or twenty-one days after said hearing has elapsed without submission of such report. After

MGL c.40A, §5 Adoption or Change of Zoning Ordinances or By-Laws

such notice, hearing and report, or after twenty-one days shall have elapsed after such hearing without submission of such report, a city council or town meeting may adopt, reject, or amend and adopt any such proposed ordinance or by-law. If a city council fails to vote to adopt any proposed ordinance within ninety days after the city council hearing or if a town meeting fails to vote to adopt any proposed by-law within six months after the planning board hearing, no action shall be taken thereon until after a subsequent public hearing is held with notice and report as provided.

No zoning ordinance or by-law or amendment thereto shall be adopted or changed except by a two-thirds vote of all the members of the town council, or of the city council where there is a commission form of government or a single branch, or of each branch where there are two branches, or by a two-thirds vote of a town meeting; provided, however, that if in a city or town with a council of fewer than twenty-five members there is filed with the clerk prior to final action by the council a written protest against such change, stating the reasons duly signed by owners of twenty per cent or more of the area of the land proposed to be included in such change or of the area of the land immediately adjacent extending three hundred feet therefrom, no such change of any such ordinance shall be adopted except by a three-fourths vote of all members.

No proposed zoning ordinance or by-law which has been unfavorably acted upon by a city council or town meeting shall be considered by the city council or town meeting within two years after the date of such unfavorable action unless the adoption of such proposed ordinance or by-law is recommended in the final report of the planning board.

When zoning by-laws or amendments thereto are submitted to the attorney general for approval as required by section thirty-two of chapter forty, he shall also be furnished with a statement which may be prepared by the planning board explaining the by-laws or amendments proposed, which statement may be accompanied by explanatory maps or plans.

The effective date of the adoption or amendment of any zoning ordinance or by-law shall be the date on which such adoption or amendment was voted upon by a city council or town meeting; if in towns, publication in a town bulletin or pamphlet and posting is subsequently made or publication in a newspaper pursuant to section thirty-two of chapter forty. If, in a town, said by-law is subsequently disapproved, in whole or in part, by the attorney general, the previous zoning by-law, to the extent that such previous zoning by-law was changed by the disapproved by-law or portion thereof, shall be deemed to have been in effect from the date of such vote. In a municipality which is not required to submit zoning ordinances to the attorney general for approval pursuant to section thirty-two of chapter forty, the effective date of such ordinance or amendment shall be the date passed by the city council and signed by the mayor or, as otherwise provided by ordinance or charter; provided, however, that such ordinance or amendment shall subsequently be forwarded by the city clerk to the office of the attorney general.

A true copy of the zoning ordinance or by-law with any amendments thereto shall be kept on file available for inspection in the office of the clerk of such city or town.

No claim of invalidity of any zoning ordinance or by-law arising out of any possible defect in the procedure of adoption or amendment shall be made in any legal proceedings and no state, regional, county or municipal officer shall refuse, deny or revoke any permit, approval or certificate because of any such claim of invalidity unless legal action is commenced within the time period specified in sections thirty-two and thirty-two A of chapter forty and notice specifying the court, parties, invalidity claimed, and date of filing is filed together with a copy of the petition with the town or city clerk within seven days after commencement of the action.



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Public Health

Bureau of Environmental Health

Radiation Control Program

529 Main Street, Charlestown, MA 02129

Phone: 617-242-3035 Fax: 617-242-3457

www.mass.gov/dph/rcp

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

Date: January 14, 2020

To: Boards of Health in communities within the Pilgrim Nuclear Plant Emergency Planning Zone (EPZ), Cape Cod, Martha's Vineyard, and Nantucket.

cc: Katharine Cederberg
Planning and Nuclear Section Chief, MA Emergency Management Agency

From: John M. Priest Jr.
Director, Radiation Control Program

Subject: Potassium Iodide (KI) Information for Communities Surrounding the Pilgrim Nuclear Power Station

This memorandum is intended to provide important information to communities within the Pilgrim Nuclear Plant Emergency Planning Zone (EPZ), Cape Cod, Martha's Vineyard, and Nantucket.

This memo provides an update on the use and supply of potassium iodide (KI), which is a protective measure to minimize uptake of radioactive iodine by the thyroid gland in the event of a release of radioactive iodine from an operating nuclear power plant.

As you know, the Pilgrim Nuclear Plant ceased operating on May 31, 2019. As of August 2019, there is no longer a risk of exposure to radioactive iodine from the plant. As a result, the U.S. Nuclear Regulatory Commission and the Federal Emergency Management Agency informed the Massachusetts Department of Public Health that KI is no longer necessary. Given this, DPH will not replenish KI for the communities in the Pilgrim EPZ, Cape Cod, or Islands.

Please note that potassium iodide is a salt and can be safely disposed of in municipal solid waste. It does not require prior treatment or disposal through a pharmaceutical take-back program.

If you have any questions, please contact Mario Iannaccone, Emergency Plan Supervisor for the Radiation Control Program, at 617-242-3035.

BOS Renewals 01.21.2020

Board of Selectmen Annual and Seasonal Lodging House or Innholders License Renewal for Approval

Wequassett Inn LLP DBA **Wequassett Resort and Golf Club** – 2173 Route 28, East Harwich - Seasonal

Board of Selectmen Common Victuallers Renewal for Approval

Wequassett Inn LLP DBA **Wequassett Resort and Golf Club** -2173 Route 28, East Harwich – Seasonal

Board of Selectmen Entertainment License Renewal for Approval

Wequassett Inn LLP DBA **Wequassett Resort and Golf Club** -2173 Route 28, East Harwich – Seasonal –
Weekday entertainment Monday through Saturday 12 PM – 12AM – *2019 License Approved for Sunday
1PM – 12AM and Weekdays Monday through Saturday 7AM – 12AM*

Larry Ballantine

Michael MacAskill

Ed McManus

Don Howell

Stephen Ford



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

APPLICATION FOR LODGING HOUSE OR INNHOLDERS LICENSE

LICENSE APPLIED FOR: Lodging House _____ Innholders

Fee: \$50 New application _____ Annual _____ # of rooms 120
Renewal Seasonal Opening date April 1st

Business Name Weguassett Inn LLP Phone _____

Doing Business As (d/b/a) Weguassett Resort and Golf Club

Business Address 2173 Route 28, East Harwich MA 02645

Mailing Address 2173 Route 28, East Harwich, MA 02645

Winter Address & Phone SAME

Email Address mnovota@weguassett.com

Name of Owner Mark J. Novota

(If corporation or partnership, list name, title and address of officers)
Mark J. Novota, Managing Partner,
Stephanie McClellan and James C.A. McClellan, Partners,

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

INNOLDERS ONLY – List total number of seats in dining/lounge area. 225

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] 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 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 225
Renewal Seasonal Opening date April 1st

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

Business Name Weguassett Inn LLP Phone (508) 432-5400

Doing Business As (d/b/a) Weguassett Resort and Golf Club

Business Address 2173 Route 28, E. Harwich, MA 02645

Mailing Address 2173 Route 28, E. Harwich, MA 02645

Email Address mnovota@weguassett.com

Name of Owner Mark J. Novota

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

Stephanie McClellan and James P.A. McClellan, Partners,

Mark J. Novota, Managing Partner,

Managing Partner
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 ENTERTAINMENT LICENSE

- Weekday Entertainment (\$75) ___ 1 day (\$25) New application ___
 Batters Box (\$50) Renewal
 Go Carts (\$50) Annual ___
 Miniature Golf (\$50) Seasonal
 Trampolines (\$25) Opening Date ___
 Theater (\$150 per cinema)
Automatic Amusement:
 Juke Box (\$100 each)
 Video Games (\$100 each) Other ___

Business Name Wequassett Inn LLP dba Wequassett Resort and Golf Club Phone (508) 432-5400

Business Address 2173 Route 28, East Harwich, MA 02645

Mailing Address 2173 Route 28, East Harwich, MA 02645

Owners Name & Address Mark J. Novota, _____

Email Address mnovota@wequassett.com

Managers Name & Address Mark J. Novota, East Harwich

TIMES AND DAYS OF WEEK FOR ENTERTAINMENT. (Please note this application does not cover Sundays. You can obtain a Sunday license application at the Selectmen's Office):

12pm - 12AM Mon - Saturday

ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description
- Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

____ Yes No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____

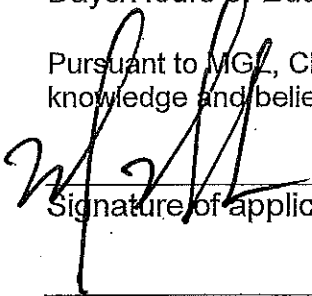
2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____

4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation _____

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

 Managing Partner
 Signature of applicant & title Federal I.D. #

Signature of individual or corporate name Federal I.D. #

Signature of Manager Federal I.D. #

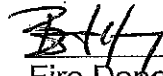
Signature of Partner Federal I.D. #

REGULATORY COMPLIANCE FORM

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


Building Commissioner


Board of Health


Fire Department


Police Department

comments:

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

Harwich Center Initiative Committee

Board of Selectmen
732 Main St., Harwich MA 02645

January 16, 2020

Dear Members of the Board of Selectmen:

As requested I have prepared the following report on the activities of the Harwich Center Initiative Committee for your January 21st meeting. The Committee has not met to approve this report but this is my summary as the Secretary and is based on the minutes of the meetings.

As noted below, the Committee determined that the suggested economic development activity of reaching out to individual developers to interest them in developing or re-developing a Harwich Center property were not activities members of a Town committee could engage in. The Committee believed it could focus on more general support for economic development by making recommendations for infrastructure changes to the road layout, traffic flow, traffic calming, additional parking, etc. aimed at making the village center a safe, walkable destination, not one that was simply a pass through for motorists. These areas were also the most common concerns raised by community members who provided input to the Committee. Recommendations for changes in these areas were dependent on the results of a traffic study by the Cape Cod Commission that was requested by the Town in the fall of 2018 and expected to occur in the late spring or summer of 2019. In February the Committee voted to go on hiatus until we received the report from the Cape Cod Commission. Unfortunately, that traffic study has not yet occurred.

In addition to reviewing the Committee's activities this report also discusses the issues that limited the Committee's progress so you can consider and address them before acting on the request of one Committee member to create a new economic development committee focused on Harwich Center.

Report of the Harwich Center Initiative Committee

The Board of Selectmen established the ad hoc Harwich Center Initiative Committee on Oct. 1, 2018 with the following charge: *"The Town of Harwich wishes to create a plan that will stimulate the economic vitality of Harwich Center and improve the area visually and functionally that results in a walkable, sustainable, vibrant and cohesive village. Housing possibilities ranging from work-force to market rate housing will also be explored to help increase the variety of housing available in Harwich."*

By the end of November 2018 four of the seven members had been appointed and we could begin meeting. Paul Doane served as the interim Chair and Dan Wolf was elected at the permanent Chair in December. The sixth member was appointed in time for the January meeting. A seventh member was appointed but resigned before the next meeting, so the Committee never got to full strength. The Committee met four times – November 27, December 10, January 17 and February 28. The meetings were very well attended by members of the public and included a lot of public input and feedback.

The Committee ran into some initial problems getting organized. Informal groups of stakeholders had been meeting prior to the creation of an official Town committee and

the transition to an official committee created some confusion over who was on the Committee, and differing expectations on what the Committee could and could not do. The initial meetings discussed committee structure and mission, including a proposed change or expansion of the Selectmen's charge and ways for the 35+ people who attended meetings to participate. Various sub-committees were proposed, staffed with a mix of Committee members and other community members and tasked with looking into different aspects of revitalizing the Center. It was unclear how this would function given that sub-committees still have to meet Open Meeting Law requirements and there were questions about whether non-Committee members could serve on sub-committees of a Town committee. In the end the sub-committee proposal did not move forward.

There were also differing opinions on the Committee and among attendees on what the focus of the Committee was supposed to be. Many understood it to be the downtown core of the village center, but others thought it was broader, including the entire Harwich Center village. This affected discussions and the input received from community members as proposals and suggestions related to areas outside of the village center.

Information was provided to Committee members and the community on the prior Harwich Center Initiative study as well as reports from the Cape Cod Commission, with links provided on the new Harwich Center Initiative Committee page on the Town website (www.harwich-ma.gov/harwich-center-initiative-committee). These reports were discussed but not reviewed in detail.

In the fall of 2018 the Town requested a traffic study by the Cape Cod Commission's traffic engineers, and the Harwich Center Initiative was very encouraged by this. Much of the community input related to traffic flow, traffic calming, changes to the road layout, the need and location for additional parking, etc., so this study was deemed critical to our work. The study was expected to occur in the late spring or summer of 2019.

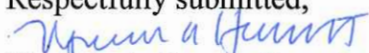
On January 17th the Harwich Center Initiative held a "Public Listening Session" that attracted a standing room only crowd in the Griffin Room. 18 community members addressed the committee. More details are provided in the minutes (www.harwich-ma.gov/harwich-center-initiative-committee) but common themes were the need for traffic calming measures, changes in traffic flow and where on-street parking is allowed to eliminate bottlenecks, the redesign of dangerous intersections in the downtown core of the village to improve pedestrian safety, wastewater improvements to eliminate limitations on restaurants, improvements to sidewalks in the village center and extension of sidewalks from the Center to outlying areas, and the need for additional parking to support economic development as well as suggestions on where additional parking would best be located. Suggestions were also made on the type of businesses stakeholders would like to see in the village. One concrete suggestion that could be initiated without waiting for the traffic study was the taking of Brett Way, which runs from Main St. to Parallel St. to provide additional off-street parking. Two of the four property owners were in attendance and seemed interested in the possibility since the Town would be responsible for maintaining the road and trash clean-up. (Channel 18 video of the meeting is available <https://youtu.be/McgJDkX31eA>).

The Committee spent a great deal of time considering the proposal that Committee members reach out to developers to try to interest them in potential projects. After much discussion over multiple meetings, however, at the Feb. 28, 2019 meeting five of the six Committee members stated they believed members of an official Town committee were prohibited from conducting the targeted outreach to specific developers that was being proposed as it could run afoul of the state Ethics or Conflict of Interest regulations. Even if no violations occurred approaching one developer to interest them in a Harwich Center project could give the appearance that an insider deal was being created for that developer. (Again, more details on this discussion are provided in the minutes at www.harwich-ma.gov/harwich-center-initiative-committee). Economic development tasks that could be undertaken by the Committee would need to be more general, making recommendations related to infrastructure – road lay-out, traffic patterns, traffic calming, additional parking, advocating for earlier inclusion of the village center in wastewater plans, wayfinding and other methods to create an awareness of the village center as a destination rather than a pass-through, etc. This would support businesses already in place and help attract new development or re-development of existing properties.

It was also apparent than much of the work being proposed overlapped or would duplicate work already being done such as the proposed Harwich Center Cultural District, the two sidewalk grant applications, the upcoming Local Comprehensive Plan, and wastewater plans, or involved areas that are the responsibility of other entities such as the Historic District Historical Commission, the Planning Department/Board, the Affordable Housing Trust, etc. We received a lot of input from the community and members of other Town boards or committees stating that our work was contingent on the results of other entities and reminding us that we did not have the expertise or resources to independently develop our own plans or proposals. Committee members agreed with this assessment and struggled with how to accomplish the charge without those resources or expertise.

Because so many of the concerns and suggested improvements could not be addressed until the Cape Cod Commission's traffic safety was completed the Harwich Center Initiative Committee voted on February 28th to go on hiatus until the results were available. It was understood that other economic development work of advising developers and guiding them through the approval process, etc. that is normally done by Town staff would continue. It was also stated that the Town could assist in implementing the suggestion of the Town taking Brett Way by bringing the four property owners together to discuss the proposal, though it was unclear what entity in Town government would be responsible for this. It is not known if this was conveyed to any officials or if any action has been taken to further investigate this proposal.

To date the Cape Cod Commission traffic study has not yet occurred. In the meantime, the appointments of committee members to the Harwich Center Initiative have expired.

Respectfully submitted,

Virginia A. Hewitt, Secretary

Patti Macura

From: Foster Banford
Sent: Monday, January 13, 2020 4:23 PM
To: Joe Powers
Cc: Robert Lawton; Patti Macura; Carol Coppola
Subject: RE: Signature from BOS Chairman for Harwich-MA.gov Domain Registration

Good Afternoon Joe,

The current Domain registration expires on 3/24/2020. They have asked to have these signed forms back by 1/27/2020

The \$400 is funded from the IT Department budget and is included in FY20 and FY21 budget. It has been paid annually since 2011, when it was \$125.

This request for updated registration information is independent of the annual fee. Apparently they are going through a process to verify and update the registration information on file with them.

Foster

Foster Banford
Town of Harwich, IT Director
fbanford@town.harwich.ma.us, Phone 508-430-7570
Town of Harwich Website: www.harwich-ma.gov

Town of Harwich
Free Cash Analysis
Fiscal Year Ending June 30, 2019

\$ 1,446,115

	Budget	Actual	Amount Over/(Under)	
Revenue				
Real Estate & Personal Property Taxes	\$49,519,068	\$49,186,792	-\$332,276	
Excise Tax	2,325,000	2,407,537	82,537	
Hotel/Motel & Meals	1,080,000	1,124,753	44,753	
Ambulance	1,460,000	1,664,188	204,188	
Waste Disposal	2,889,000	3,372,701	483,701	
Beach, Recreation & Youth	381,000	413,637	32,637	
Harbors & Landings	885,250	929,773	44,523	
Golf Operations	1,759,000	1,856,221	97,221	
Other Local Receipts	1,870,934	2,626,671	755,737	
State Aid	680,299	695,641	15,342	
Transfers from other funds	2,076,779	2,086,665	9,886	
Total Receipts	\$64,926,330	\$66,364,579	\$1,438,249	2.22%

	Budget	Actual	Amount Over/(Under)	
Expenditures				
General Government	\$4,115,303	\$3,903,761	\$211,541	
Education	27,190,627	27,190,626	\$1	
Public Safety	9,102,102	8,824,177	\$277,925	
Public Works	5,976,083	5,948,344	\$27,739	
Culture	2,207,731	2,085,950	\$121,782	
Recreation	2,697,848	2,588,692	\$109,156	
Debt Service	4,762,464	4,710,046	\$52,418	
State/Cty Assessments	3,465,486	3,465,474	\$12	
Fringe Benefits	4,802,957	4,672,132	\$130,825	
General Insurance	743,228	733,160	10,068	
Total	\$65,063,830	\$64,122,363	\$941,467	1.45%

Free Cash is primarily comprised of 4 componets

√ Surplus Revenue	\$1,086,534
√ One Time Revenue (Tax Title)	351,715
√ Budget Turnbacks	941,467
√ Prior Year(s) Overlay	880,885
√ Grant, Capital, Receivable & Other Adj	52,716

Certified Free Cash at June 30, 2019 **\$1,446,115**

Note: Includes amounts voted from Free Cash to support Snow & Ice Deficit and Harbor Grant Funds for Dredgir

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Interim Town Administrator*
Robert Lawton, *Interim Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



MEMO

TO: Board of Selectmen
Joseph F. Powers, Interim Town Administrator

FROM: Griffin Ryder, ^{GJR} Town Engineer

CC: Norman R. Clarke, Jr., Chief, Harwich Fire Department

RE: Change Order #09 Dated January 8, 2020 – Fire Station #2

DATE: January 17, 2020

The attached change order request and supporting documentation was presented to the Administration Department on January 9th, by Chief Clarke for review and placement on the January 21, 2020 Board of Selectmen agenda.

I have reviewed the request and it appears to be in good order and does not exceed the appropriated amount as evidenced by the finance director's endorsement.

Recommendation: I recommend that the Board of Selectmen approve this procurement as outlined and authorize the Chairman to sign.

“Change Order for Fire Station #2 in the amount of \$15,306.19 – Approve and authorize the Chair to sign.”



AIA[®]

Document G701[™] – 2017

Change Order

PROJECT: (Name and address)
Harwich Fire Station #2_17032.00
Harwich, MA 02645

CONTRACT INFORMATION:
Contract For: General Construction
Date: 06/01/2018

CHANGE ORDER INFORMATION:
Change Order Number: 009
Date: January 08, 2020

OWNER: (Name and address)
Harwich Fire Department
Harwich, MA 02645

ARCHITECT: (Name and address)
Kaestle Boos Associates, Inc.
Foxborough, MA 02035

CONTRACTOR: (Name and address)
Mill City Construction
Lincoln, RI 02865

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COP	Description	Amount
COP#069R1	Add Wood Trim @ Alum Storefronts	\$6,309.70
COP#070R1	Add Water Feed to Fridge & Coffee	\$1,495.25
COP#071R1	Add Vision Kits @ App Bay Man Drs.	\$2,701.90
COP#073	Relocated Receptacles	\$824.08
COP#074R1	Work on Existing Generator	\$1,350.92
COP#075	Credit for Knox Box -	\$333.75
COP#076	SL3 Gooseneck Fixture @ OH Doors	\$755.89
COP#077R1	Add Gas Line to Dryer	\$2,202.20

TOTAL \$15,306.19

The original Contract Sum was	\$ 5,640,812.00
The net change by previously authorized Change Orders	\$ 209,418.18
The Contract Sum prior to this Change Order was	\$ 5,850,230.18
The Contract Sum will be increased by this Change Order in the amount of	\$ 15,306.19
The new Contract Sum including this Change Order will be	\$ 5,865,536.37
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Kaestle Boos Associates, Inc.

Mill City Construction

Harwich Fire Department

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

SIGNATURE

SIGNATURE

SIGNATURE

Todd M. Costa, AIA Associate Principal,
Associate Principal

Stephen Traghella, LEED AP Project
Manager

Chief Norman M. Clarke, Jr.

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

1/8/20

1/8/2020

1/8/2020

DATE

DATE

DATE

1/13/20

Harwich Fire Station #2
Harwich, MA

Change Order 09

January 2, 2020

COP	Description	Amount
COP#069R1	Add Wood Trim @ Alum Storefronts	\$6,309.70
COP#070R1	Add Water Feed to Fridge & Coffee	\$1,495.25
COP#071R1	Add Vision Kits @ App Bay Man Drs.	\$2,701.90
COP#073	Relocated Receptacals	\$824.08
COP#074R1	Work on Existing Generator	\$1,350.92
COP#075	Credit for Knox Box	-\$333.75
COP#076	SL3 Gooseneck Fixture @ OH Doors	\$755.89
COP#077R1	Add Gas Line to Dryer	\$2,202.20
TOTAL		\$15,306.19

Original Contract	\$5,640,812.00
Net by previous COs	\$209,418.18
Sum prior to this CO	\$5,850,230.18
Sum by this CO	\$15,306.19
New sum	\$5,865,536.37

RCOP – RESPONSE TO CHANGE ORDER PROPOSAL

HARWICH FIRE STATION 2
Harwich, MA

KBA # 17032.00
Page: 1 of 1

CONTRACTOR: Mill City Construction
7 Old Great Rd.
Lincoln, RI 02865
Attn: Avanthi Kusumba

RCOP NO. 069R1

ISSUED BY: Pete Gaudreau
Construction Administrator

COPIES TO:

- KBA – CT/MA/NH
- Owner
- Official
- Consultant
- Consultant

DATE: July 9, 2018
12/23/19

-
- Change Order Proposal has been reviewed by the Architect and is recommended to the Owner for approval.**
 - Change Order Proposal is rejected.**
 - Owner will not require the Contractor to proceed with the Work described in Change Order Proposal*
 - Work described in Change Order Proposal is required by the Contract Documents.* *Refer to comments below.*
 - Revise and resubmit Change Order Proposal.**
 - Overhead/Profit is incorrect.* *Labor and material costs breakdown is insufficient.*
 - Backup documentation is insufficient.* *Refer to comments below.*

Description:

KBA has reviewed PCO#069R1 for the amount of \$6,309.70 and find it to be fair and reasonable. KBA recommends PCO#069R1 for approval to the Owner.

Attachments: COP No.



12/23/2019

Todd Costa
Kaestle Boos Associates, Inc.
325 Foxborough Blvd. Ste. 100
Foxborough, MA 02035

**Re: Harwich Fire Station #2 – Harwich, MA
149 Route 137, Harwich, MA 02645
Change Order Request #69R1 - Wood Trim on Aluminum Storefronts & Wood Chase**

Todd,

Attached is a breakdown of costs to furnish & install maple wood trim around the aluminum storefronts and frame & enclose a chase in the bunker gear room per onsite conversations during our project meetings.

Items included in this COR are as follows:

- Supervision of Mill City crew and all subcontractors.
- Furnish & install maple wood trim at interior elevations #2, #3, #5, #7, #12 & #22.
- Furnish & install a chase in the bunker gear room.
- Furnish & install metal trim for pipes exiting bunker gear room.

Please be advised that this COR will add 4 working days to the contract time schedule plus any lead time for the added materials. Please sign and return at your earliest convenience.

The total cost of this change is **\$6,309.70**

Respectfully Submitted,

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #69R1													
Breakdown of costs for the Wood Trim on Aluminum Storefronts & Wood Chase													
Item #	Description	Subcontractor	Material	Unit	Material	Total	Labor	Labor	Total	Equipment	Equipment	Total	Totals
		Costs	Quantity		Cost	Material	Hours	Cost	Labor	Hours	Unit	Equipment	
1	Mill City Construction, Inc. - Labor	\$ -			\$ -	\$ -	48	\$ 89.34	\$ 4,288.32			\$ -	\$ 4,288.32
2	Superintendent	\$ -			\$ -	\$ -	1	\$ 89.34	\$ 89.34			\$ -	\$ 89.34
3	White Maple	\$ -	322		\$ 3.71	\$ 1,194.62			\$ -			\$ -	\$ 1,194.62
4	Misc Framing Materials & Aluminum	\$ -	1		\$ 100.00	\$ 100.00			\$ -			\$ -	\$ 100.00
5		\$ -			\$ -	\$ -			\$ -			\$ -	\$ -
6		\$ -			\$ -	\$ -			\$ -			\$ -	\$ -
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25		\$ -			\$ -	\$ -			\$ -			\$ -	\$ -
26		\$ -			\$ -	\$ -			\$ -			\$ -	\$ -
27		\$ -			\$ -	\$ -			\$ -			\$ -	\$ -
28		\$ -			\$ -	\$ -			\$ -			\$ -	\$ -
29		\$ -			\$ -	\$ -			\$ -			\$ -	\$ -
30		\$ -			\$ -	\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ -			\$ 1,294.62	\$ 4,377.66			\$ -			\$ -	\$ 5,672.28
	5% Profit on Sub.												\$ -
	10% OH&P on G.C.												\$ 567.23
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 70.19
	TOTALS											Grand Total	\$ 6,309.70



Scituate Lumber
 622 Danielson Pike
 North Scituate, RI 02857
 401-647-2988
 Fax: 401-647-2989

COPY

CUSTOMER COPY



INVOICE

1908-756545 PAGE 1 OF 1

SOLD TO
Mill City Construction, Inc. 7 Old Great Road Lincoln RI 02865

JOB ADDRESS
Harwich Fire Station 2 149 Route 137 149 Brewster-Chatham road Harwich MA 02645 (401) 766-3100

ACCOUNT	JOB
1736	33
SOLD ON	8/27/2019 2:47:03 PM
CUST PICKUP	
BRANCH	1000
CUSTOMER PO#	MAPLE
STATION	W15
CASHIER	DH
SALESPERSON	RB
ORDER ENTRY	GB

Save the date! Sept 5, 2019
 8th Annual Customer
 Appreciation Night!

Quantity	UM	Item	Description	D	T	Price	Per	Amount
118	EA	SOC54385-000	Maple		Y	3.7100	EA	437.78
Order: 1908-C54385								
Eligible for discount of 3.76. Remit 429.02 if paid by 09/10/2019.								

Payment Method(s)

Charge to Acct 437.78

MA-Gov 0.00%	SubTotal	437.78
EXE: E 04-600-1175	Sales Tax	0.00
	Deposit	
Please Pay This Amount		437.78

Signature

COPY



Scituate Lumber
 622 Danielson Pike
 North Scituate, RI 02857
 401-647-2988
 Fax: 401-647-2989

CUSTOMER COPY



INVOICE

1909-760855 PAGE 1 OF 1

SOLD TO
Mill City Construction, Inc. 7 Old Great Road Lincoln RI 02865

JOB ADDRESS
Harwich Fire Station 2 149 Route 137 149 Brewster-Chatham road Harwich MA 02645 (401) 766-3100

ACCOUNT	JOB
1736	33
SOLD ON	9/19/2019 7:30:44 AM
CUST PICKUP	
BRANCH	1000
CUSTOMER PO#	HARWICH
STATION	W16
CASHIER	DB
SALESPERSON	RB
ORDER ENTRY	DH

ADJUST TALLY WHEN PRODUCT
 COMES
 IN

NOTE: SHIP TO THE MILL CITY OFFICE

Quantity	UM	Item	Description	D	T	Price	Per	Amount
204	EA	SOC56288-000	Order: 1908-C56288 1x4 Maple D2SR2E		Y	3.7100	EA	756.84
Eligible for discount of 15.14 Remit 741.70 if paid by 10/10/2019								

Payment Method(s)		SubTotal	756.84
Charge to Acct	756.84	MA-Gov 0.00% Sales Tax EXE: E 04-600-1175	0.00
		Deposit	
		Please Pay This Amount	756.84

Signature

RCOP – RESPONSE TO CHANGE ORDER PROPOSAL

HARWICH FIRE STATION 2
Harwich, MA

KBA # 17032.00
Page: 1 of 1

CONTRACTOR: Mill City Construction
7 Old Great Rd.
Lincoln, RI 02865
Attn: Avanthi Kusumba

RCOP NO. 070R1

ISSUED BY: Pete Gaudreau
Construction Administrator

COPIES TO:

- KBA – CT/MA/NH
- Owner
- Official
- Consultant
- Consultant

DATE: July 9, 2018
12/23/19

-
- Change Order Proposal has been reviewed by the Architect and is recommended to the Owner for approval.**
 - Change Order Proposal is rejected.**
 - Owner will not require the Contractor to proceed with the Work described in Change Order Proposal*
 - Work described in Change Order Proposal is required by the Contract Documents.* *Refer to comments below.*
 - Revise and resubmit Change Order Proposal.**
 - Overhead/Profit is incorrect.* *Labor and material costs breakdown is insufficient.*
 - Backup documentation is insufficient.* *Refer to comments below.*

Description:

KBA has reviewed PCO#070R1 for the amount of \$1,495.25 and find it to be fair and reasonable. KBA recommends PCO#070R1 for approval to the Owner.

Attachments: COP No.

GARCIA · GALUSKA · DESOUSA
Consulting Engineers Inc.

M#69729
J#850 126 00.00

DATE: December 23, 2019

MEMO

TO: Peter D. Gaudreau, AIA
Kaestle Boos Associates, Inc.

FROM: Christopher M. Garcia, P.E., Principal

David M. Pereira, P.E., Principal



DEPT: Electrical, Plumbing

PROJECT: Harwich Fire Station #2
Harwich, MA

SUBJECT: COR#70R1 - Water Feed to Fridge & Coffee Pot, Recessed Outlet in Report Writing Area

Please be advised as follows:

We have reviewed the Araujo Bros Plumbing & Heating portion of Change Order Request No. 70R1 in the amount of \$964.34 for costs associated with supplying cold water lines to ice maker on future coffee maker. We find the amount to be fair and reasonable and recommend approval.

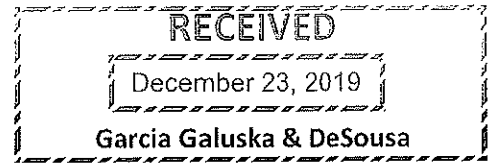
We have reviewed the American Electrical Construction, Inc. portion of Change Order Request No. 70R1 in the amount of \$350.27 for costs associated with installing additional receptacle to power screen in report area. We find the amount to be fair and reasonable and recommend approval.

If you have any questions or comments regarding the above, please contact our office at your earliest convenience.

CMG/DMP: gp

Enc.

Cc: Todd M. Costa, AIA, Kaestle Boos Associates, Inc.



12/23/2019

Todd Costa
Kaestle Boos Associates, Inc.
325 Foxborough Blvd. Ste. 100
Foxborough, MA 02035

**Re: Harwich Fire Station #2 - Harwich, MA
149 Route 137, Harwich, MA 02645
Change Order Request #70R1 - Water Feed to Fridge & Coffee Pot, Recessed Outlet in Report Writing Area**

Todd,

Attached is a breakdown of costs to furnish & install a water feed for the fridge, a water feed for the coffee pot and an outlet in the reports area for an added monitor per onsite conversations during our project meetings and the email received from Chief Clarke on 10/29/19.

Items included in this COR are as follows:

- Supervision of Mill City crew and all subcontractors.
- Furnish & install a water feed for the fridge and the coffee pot per the attached proposal from Araujo Bros Plumbing & Heating.
- Furnish & install an added outlet in the reports area per the attached proposal from American Electrical Construction.

Please be advised that this COR will add 2 working days to the contract time schedule plus any lead time for the added materials. Please sign and return at your earliest convenience.

The total cost of this change is **\$1,495.25**

Respectfully Submitted,

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #70R1													
Breakdown of costs for the Water Feed to Fridge & Coffee Pot, Recessed Outlet in Report Writing Area													
Item #	Description	Subcontractor	Material	Unit	Material	Total	Labor	Labor	Total	Equipment	Equipment	Total	Totals
		Costs	Quantity		Cost	Material	Hours	Cost	Labor	Hours	Unit	Equipment	
1	Mill City Construction, Inc. - Labor	\$ -				\$ -	0	\$ 89.34	\$ -			\$ -	\$ -
2	Superintendent	\$ -				\$ -	1	\$ 89.34	\$ 89.34			\$ -	\$ 89.34
3	Araujo Bros Plumbing & Heating	\$ 964.34				\$ -			\$ -			\$ -	\$ 964.34
4	American Electrical Construction	\$ 350.27				\$ -			\$ -			\$ -	\$ 350.27
5		\$ -				\$ -			\$ -			\$ -	\$ -
6		\$ -				\$ -			\$ -			\$ -	\$ -
7		\$ -				\$ -			\$ -			\$ -	\$ -
8		\$ -				\$ -			\$ -			\$ -	\$ -
9		\$ -				\$ -			\$ -			\$ -	\$ -
10		\$ -				\$ -			\$ -			\$ -	\$ -
11		\$ -				\$ -			\$ -			\$ -	\$ -
12		\$ -				\$ -			\$ -			\$ -	\$ -
13		\$ -				\$ -			\$ -			\$ -	\$ -
14		\$ -				\$ -			\$ -			\$ -	\$ -
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16		\$ -				\$ -			\$ -			\$ -	\$ -
17		\$ -				\$ -			\$ -			\$ -	\$ -
18		\$ -				\$ -			\$ -			\$ -	\$ -
19		\$ -				\$ -			\$ -			\$ -	\$ -
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26		\$ -				\$ -			\$ -			\$ -	\$ -
27		\$ -				\$ -			\$ -			\$ -	\$ -
28		\$ -				\$ -			\$ -			\$ -	\$ -
29		\$ -				\$ -			\$ -			\$ -	\$ -
30		\$ -				\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ 1,314.61				\$ -			\$ 89.34			\$ -	\$ 1,403.95
	5% Profit on Sub.												\$ 65.78
	10% DH&P on G.C.												\$ 8.93
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 16.63
	TOTALS											Grand Total	\$ 1,495.25

Job ID: 2018-04-23-31
Project: Harwich, Fire Station #2 (CP #31; Add Recp Records Area)



Bid Summary Report

Vendor: GB_BOSTON **Labor Level:** LABOR 3 **3 Dec 2019 14:03:21**
Tax Rate status: Default **Bid Name:** HARWICH, FIRE STATION #2 **Bid Template:** BASIC (EXPANDED O&P) V5

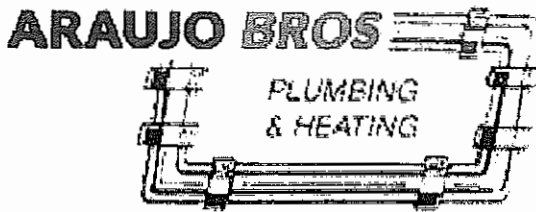
Drawing	Phase	Quote \$	Material \$	Equip \$	SubCon \$	Labor Hrs
	DEVICES	0.00	60.94	0.00	0.00	3.00
Sheet Totals:		0.00	60.94	0.00	0.00	3.00
Tax:		0.00	0.00	0.00	0.00	

Bid Notes:

Sub Total (Quo/Mat/Equip/Sub):		60.94
Sales Tax:		0.00
Sub Total:		60.94
Direct Labor \$:		257.49
Indirect Labor \$:		0.00
Labor Escalation:		0.00
Labor Tax:		0.00
Direct Job Costs (0.00%):		0.00
Prime Cost:		318.43
Overhead (Avg. 0.00%):		0.00
Net Cost:		318.43
Profit (Avg. 10.00%):		31.84
Job Tax:		0.00
Bond (0.0000%):		0.00
Selling Price:		350.27

TAX RATES	
Material:	0.0000%
Quote:	0.0000%
Labor:	0.0000%
Equipment:	0.0000%
Subcontract:	0.0000%
Job:	0.0000%

MISCELLANEOUS	
Avg. Lbr. Rate (Cost):	85.83
Avg. Lbr. Rate (Bid):	94.41
Total Square Feet:	1.00
Cost Per Sq. Ft.:	350.27
Labor \$ Per Sq. Ft.:	257.49
Labor Hrs Per Sq. Ft.:	3.00
Quantity of Units:	1.00
Cost Per Unit:	350.27
Calc. Adjustment:	0.00%



P.O. Box 50225
New Bedford, MA 02745
P: (508)-998-7006 F: (508)-998-1727

Sent on: _____

**CHANGER ORDER
REQUEST**

**Project: HARWICH FIRE STATION 2
COR Number: 610
Date: 12/2/19**

**MILL CITY CONSTRUCTION
7 OLD GREAT ROAD
LINCOLN, RI 02865**

Email: straghella@mill-city.com

DESCRIPTION OF WORK & PRICING:

This proposal is to provide the required material and labor associated with supplying cold water lines to ice maker on future coffee maker.

• MATERIAL	\$ 145.63
• LABOR	\$ 731.04
• OVERHEAD & PROFIT	\$ 87.67

TOTAL \$ 964.34

This estimate represents a price we are willing to accept to assume the cost risk of the change to our ongoing work given the information provided to us. The labor and material priced contained in this proposal are based upon vendors/sub-contractors quotes and/or plumbing industry pricing guides.

Araujo Bros Plumbing & Heating, Inc. reserves the rights to void this proposal after thirty (30) days from the date above.

Sincerely,
Araujo Bros Plumbing & Heating, Inc.

Derek Araujo

Derek Araujo
Project Manager

***ACKNOWLEDGMENT: The contract modifications stated for the above proposal are acceptable for the work to be performed. The value of the work completed to the date of the next requisition may be billed on that requisition.**

Date: _____ Authorized Signature: _____



**PLUMBING
& HEATING**

PO Box 50225 New Bedford, MA 02745
224 Nyes Lane Acushnet, MA 02743
Phone: (508) 998-7006 Fax: (508) 998-1727

CHANGE ORDER REQUEST

BILL TO: straghella@mill-city.com
MILL CITY CONSTRUCTION
7 OLD GREAT RD
LINCOLN RI 02865

WORK DONE AT: HARWICH FIRE STATION 2
149 ROUTE 137
HARWICH, MA 02645

PHONE 401 766 3100 CUST# 54555

JOB NO.	CUST ORDER#	TERMS	REQUEST NUMBER	DATE
1863	610 AD	NET 30	610	12/02/19

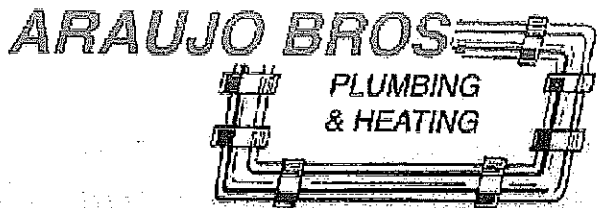
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
DESCRIPTION: SUPPLIED COLD WATER LINES TO ICE MAKER ON FUTURE COFFEE MAKER.			

DATE OF SERVICE: 11-5-19			
5	1/2" PP COPPER 90	2.37	11.85
2	1/2" PP COPPER COUPLING	2.13	4.26
1	1/2" PP COPPER BALL VALVE	15.45	15.45
3	1/2" COPPER SPLIT RING	1.52	4.56
20	1/2" COPPER L	1.71FT	34.20
1	1/2" R19	8.49	8.49
3	3/8" F&M PLATE	1.64	4.92
1	120" ICE MAKER FLEXIE	33.75	33.75
1	DELTON ADAPTER	2.91	2.91
1	3/4" PP COPPER TEE	6.32	6.32
1	1/2"x3/4" PP COPPER COUPLING	9.77	9.77
5	3/8" ROD	1.11FT	5.55
1	1/2" PP COPPER TEE	3.60	3.60
SUBTOTAL MATERIAL			145.63
8.00	LABOR: ONE MAN/8HRS @ \$91.38	91.38	731.04
SUBTOTAL LABOR			731.04
OH&P: 10%			87.67

C/O REQUEST TOTAL

\$964.34

Change Order



P.O. Box 50225, New Bedford, MA 02745
 Call (508) 998-7006 • Fax (508) 998-1727

JOB INVOICE

ORDER TAKEN BY	Jack S. [unclear] 8167	
DATE OF ORDER	11-5-19	JOB NO. 1863-610
<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> EXTRA		
JOB NAME	Harrwich [unclear]	
JOB ADDRESS		
PROJECT MANAGER	DA	

To Mill CHX

Phone _____

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
5	1/2 PP copper 90	2.37	11.85	Supplied cold water limit
2	1/2 PP copper coupling	2.13	4.26	for ice maker on [unclear]
1	1/2 PP copper Ball valve	15.45	15.45	for [unclear]
3	1/2 copper Splice rings	1.52	4.56	
20	1/2 copper L	1.71	34.20	
1	1/2 R19	8.49	8.49	
2	3/8 FIM Plates	1.64	4.92	
1	120" ke maker flexe	33.75	33.75	
1	Ballon [unclear]	2.91	2.91	LABOR
1	3/4 PP copper Tee	6.32	6.32	8
1	1/2 x 3/4 PP copper union	9.77	9.77	91.38
5'	3/8 rod	1.11	5.55	
1	1/2 PP copper Tee	3.60	3.60	
				DHT: 15%
				TOTAL LABOR
				TOTAL MATERIALS
				TOTAL OTHER

DATE COMPLETED _____ TOTAL MATERIALS _____

Work Completed by _____
 Signature _____

Thank You

TAX	
TOTAL	

I hereby acknowledge the satisfactory completion of the above described work

Stephen Traghella

From: Norman Clarke <n.clarke@harwichfire.com>
Sent: Tuesday, October 29, 2019 11:13 AM
To: Todd Costa
Cc: Stephen Traghella; Wayne Andrews; Sean Libby; David LeBlanc; Scott Tyldesley; Joe Rego; Peter Gaudreau
Subject: Harwich Station 2 items

Todd

I am adding "Time and Materials" items to the project. The refrigerator in the kitchen is equipped with an ice maker and filtered drinking water outlet (inside the door) but there isn't a water feed to it. We need a recessed outlet and data feed in the reports area for a status monitor similar to the ones in the bunk rooms. I am authorizing the following.

- Install a water line feed to the refrigerator including a "stub" below the sink for future use to the coffee pot. A flexible plastic line is acceptable.
- Install a recessed outlet and data plug in the report writing area on the right side wall, Lt. Tyldesley to confirm location.

Chief

RCOP – RESPONSE TO CHANGE ORDER PROPOSAL

HARWICH FIRE STATION 2
Harwich, MA

KBA # 17032.00
Page: 1 of 1

CONTRACTOR: **Mill City Construction**
7 Old Great Rd.
Lincoln, RI 02865
Attn: Avanthi Kusumba

RCOP NO. 071R1

ISSUED BY: Pete Gaudreau
Construction Administrator

COPIES TO:

- KBA – CT/MA/NH
- Owner
- Official
- Consultant
- Consultant

DATE: July 9, 2018
12/23/19

-
- Change Order Proposal has been reviewed by the Architect and is recommended to the Owner for approval.
 - Change Order Proposal is rejected.
 - Owner will not require the Contractor to proceed with the Work described in Change Order Proposal
 - Work described in Change Order Proposal is required by the Contract Documents. Refer to comments below.
 - Revise and resubmit Change Order Proposal.
 - Overhead/Profit is incorrect. Labor and material costs breakdown is insufficient.
 - Backup documentation is insufficient. Refer to comments below.
-

Description:

KBA has reviewed PCO#071R1 for the amount of \$2,701.90 and find it to be fair and reasonable. KBA recommends PCO#071R1 for approval to the Owner.

Attachments: COP No.



12/23/2019

Todd Costa
Kaestle Boos Associates, Inc.
325 Foxborough Blvd. Ste. 100
Foxborough, MA 02035

**Re: Harwich Fire Station #2 – Harwich, MA
149 Route 137, Harwich, MA 02645
Change Order Request #71RI - Vision Kits for (2) Exterior Doors**

Todd,

Attached is a breakdown of costs to furnish & install (2) vision kits per onsite conversations during our project meetings and the email received from Chief Clarke on 10/30/19.

Items included in this COR are as follows:

- Supervision of Mill City crew and all subcontractors.
- Furnish & install (2) vision kits.
- Paint (2) doors and vision kits.

Please be advised that this COR will add 3 working days to the contract time schedule plus any lead time for the added materials. Please sign and return at your earliest convenience.

The total cost of this change is **\$2,701.90**

Respectfully Submitted,

Stephen Traghella, LEED AP
Project Manager

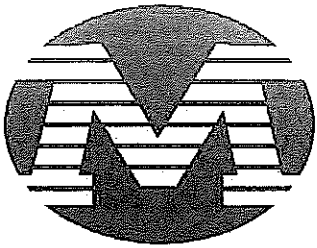
CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #71R1													
Breakdown of costs for the Vision Kits for (2) Exterior Doors													
Item #	Description	Subcontractor	Material	Unit	Material	Total	Labor	Labor	Total	Equipment	Equipment	Total	Totals
		Costs	Quantity		Cost	Material	Hours	Cost	Labor	Hours	Unit	Equipment	
1	Mill City Construction, Inc. - Labor	\$ -				\$ -	8	\$ 89.34	\$ 714.72			\$ -	\$ 714.72
2	Superintendent	\$ -				\$ -	1	\$ 89.34	\$ 89.34			\$ -	\$ 89.34
3	Merrimack Building Supply	\$ -	lot		\$ 699.30	\$ 699.30						\$ -	\$ 699.30
4	Dandis Contracting	\$ 969.66				\$ -						\$ -	\$ 969.66
5		\$ -				\$ -						\$ -	\$ -
6		\$ -				\$ -						\$ -	\$ -
7		\$ -				\$ -						\$ -	\$ -
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27		\$ -				\$ -						\$ -	\$ -
28		\$ -				\$ -						\$ -	\$ -
29		\$ -				\$ -						\$ -	\$ -
30		\$ -				\$ -						\$ -	\$ -
	SUB TOTALS	\$ 969.66				\$ 699.30			\$ 804.06			\$ -	\$ 2,473.02
	5% Profit on Sub.												\$ 48.48
	10% O&P on G.C.												\$ 150.34
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 30.06
	TOTALS											Grand Total	\$ 2,701.90



Merrimack Building Supply
 260 Daniel Webster Highway
 Merrimack, NH 03054
 Phone: (603) 424-7001
 Fax:

SALES QUOTE

Sales Quote Number: SQ008699

Sales Quote Date: 11/4/2019

Expiration Date:

Page: 1

Bill To: Mill City Construction, Inc.
 7 Old Great Road
 Lincoln, RI 02865

Ship To: Mill City Construction, Inc.
 STEPHEN TRAGHELLA
 7 OLD GREAT ROAD
 ATTN: STEPHEN T
 LINCOLN, RI 02865
 United States

Customer ID MILLCITY

Ship Via OUR TRUCK

Terms 1% 10th, Net 30

SalesPerson Kim Conlon

Item No.	Description	Unit	Quantity
1HDW	VSIG 20 x 32 x Bronze for 5/8" glass Vision Kit per quote 11419-TLC1	EACH	2
1HDW	Insulated Glass 21 x 33 x 5/8" Per Quote 11419-TLC1	EACH	2
1EIGHT	Freight	EACH	1

Amount Subject to
 Sales Tax
 0.00

Amount Exempt
 from Sales Tax
 699.30

Subtotal: 699.30
 Invoice Discount: 0.00
 Total Sales Tax: 0.00

Total: 699.30

Dandis Contracting Inc
Project Change Order #2

Mill City Construction
Harwich FS #2
Town of Harwich

11.11.19

Re Paint Doors Per Stephen's Email 11.11.19

Labor	Painter Brush New	10	\$	64.86	\$	648.60
Labor Burden	30%				\$	194.58
Materials	No Charge					
Labor & Materials					\$	843.18
15% Profit					\$	126.48
Total					\$	969.66

RCOP – RESPONSE TO CHANGE ORDER PROPOSAL

HARWICH FIRE STATION 2
Harwich, MA

KBA # 17032.00
Page: 1 of 1

CONTRACTOR: Mill City Construction
7 Old Great Rd.
Lincoln, RI 02865
Attn: Avanthi Kusumba

RCOP NO. 073

ISSUED BY: Pete Gaudreau
Construction Administrator

COPIES TO:

- KBA – CT/MA/NH
- Owner
- Official
- Consultant
- Consultant

DATE: July 9, 2018
12/23/19

Change Order Proposal has been reviewed by the Architect and is recommended to the Owner for approval.

Change Order Proposal is rejected.

Owner will not require the Contractor to proceed with the Work described in Change Order Proposal

Work described in Change Order Proposal is required by the Contract Documents. *Refer to comments below.*

Revise and resubmit Change Order Proposal.

Overhead/Profit is incorrect.

Labor and material costs breakdown is insufficient.

Backup documentation is insufficient.

Refer to comments below.

Description:

KBA/GGD have reviewed COP#073 for the amount of \$824.08 and find it to be fair and reasonable. KBAD recommends COP#073 for the amount of \$824.08 to the Owner for approval.

Attachments: COP No.

M#69631
J#850 126 00.00

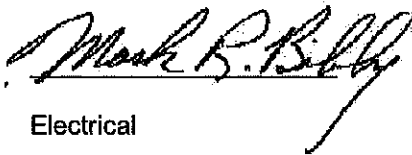
DATE: December 17, 2019

MEMO

TO: Peter D. Gaudreau, AIA
Kaestle Boos Associates, Inc.

FROM: Mark R. Bibby

David M. Pereira, P.E., Principal



DEPT: Electrical

PROJECT: Harwich Fire Station #2
Harwich, MA

SUBJECT: COR #73 – Relocated Receptacles

Please be advised as follows:

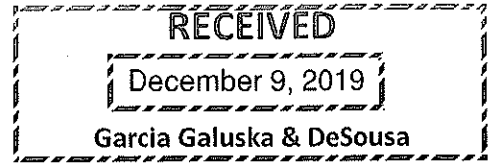
We have reviewed the American Electrical Construction, Inc. portion of Change Order Request No. 73 in the amount of \$588.92 for work associated with requested relocated receptacles. We find the amount to be fair and reasonable and recommend approval.

If you have any questions or comments regarding the above, please contact our office at your earliest convenience.

MRB, DMP: tb

Enc.

Cc: Todd Costa, Kaestle Boos Associates, Inc.



12/9/2019

Todd Costa
Kaestle Boos Associates, Inc.
325 Foxborough Blvd. Ste. 100
Foxborough, MA 02035

**Re: Harwich Fire Station #2 - Harwich, MA
149 Route 137, Harwich, MA 02645
Change Order Request #73 - Relocated Receptacles**

Todd,

Attached is a breakdown of costs for the requested relocated receptacles.

Items included in this COR are as follows:

- Please see the attached proposal from American Electrical Construction, Inc.

Please be advised that this COR will add 1 working day to the contract time schedule plus any additional lead time for the materials.
Please sign and return at your earliest convenience.

The total cost of this change is **\$824.08**

Respectfully Submitted,

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #73													
Breakdown of costs for the Relocated Receptacles													
Item #	Description	Subcontractor	Material	Unit	Material	Total	Labor	Labor	Total	Equipment	Equipment	Total	Totals
		Costs	Quantity		Cost	Material	Hours	Cost	Labor	Hours	Unit	Equipment	
1	Mill City Construction, Inc. - Labor	\$ -			\$ -		0	\$ 89.34	\$ -			\$ -	\$ -
2	Superintendent	\$ -			\$ -		2	\$ 89.34	\$ 178.68			\$ -	\$ 178.68
3	American Electrical Construction, Inc.	\$ 588.92			\$ -				\$ -			\$ -	\$ 588.92
4		\$ -			\$ -				\$ -			\$ -	\$ -
5		\$ -			\$ -				\$ -			\$ -	\$ -
6		\$ -			\$ -				\$ -			\$ -	\$ -
7		\$ -			\$ -				\$ -			\$ -	\$ -
8		\$ -			\$ -				\$ -			\$ -	\$ -
9		\$ -			\$ -				\$ -			\$ -	\$ -
10		\$ -			\$ -				\$ -			\$ -	\$ -
11		\$ -			\$ -				\$ -			\$ -	\$ -
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16		\$ -			\$ -				\$ -			\$ -	\$ -
17		\$ -			\$ -				\$ -			\$ -	\$ -
18		\$ -			\$ -				\$ -			\$ -	\$ -
19		\$ -			\$ -				\$ -			\$ -	\$ -
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23		\$ -			\$ -				\$ -			\$ -	\$ -
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27		\$ -			\$ -				\$ -			\$ -	\$ -
28		\$ -			\$ -				\$ -			\$ -	\$ -
29		\$ -			\$ -				\$ -			\$ -	\$ -
30		\$ -			\$ -				\$ -			\$ -	\$ -
	SUB TOTALS	\$ 588.92			\$ -				\$ 178.68			\$ -	\$ 767.60
	5% Profit on Sub.												\$ 29.45
	10% OH&P on G.C.												\$ 17.87
	Bond Cost Increase (\$1.25 per \$1,000)												\$ 9.17
	TOTALS											Grand Total	\$ 824.08

LABOR ADJUST										
ESTIMATED HOURS	ELECTRICAL	MACH-OPER ATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	5.00	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	5.00	--	--	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	5.00	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	5.00	--	--	--	--	--	--	--	--	--

TOTAL ADJUSTED LABOR HOURS: 5.00

DIRECT LABOR						
Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension
ELECTRICAL	FOREMEN (WORKING)	REGULAR	1	\$88.73	2.50	\$221.84
	JOURNEYMEN	REGULAR	1	\$82.92	2.50	\$207.31

AVERAGE DIRECT LABOR RATE: \$85.83

TOTAL DIRECT LABOR: \$429.14

INDIRECT LABOR			
Labor Description	Hours	Rate	Ext \$

TOTAL INDIRECT LABOR: \$0.00

DIRECT LABOR TOTAL:	429.14
INDIRECT LABOR TOTAL:	0.00
LABOR ESCALATION:	0.00
LABOR \$ ADJUSTMENT:	0.00
LABOR TAX:	0.00
LABOR TOTAL:	\$429.14

MATERIAL:	106.24
MATERIAL ESCALATION:	0.00
MATERIAL ADJUSTMENT:	0.00
MATERIAL TAX:	0.00
MATERIAL TOTAL:	\$106.24

QUOTES		
Component	Vendor	Amount

QUOTED MATERIAL:	0.00
ADJUSTMENT:	0.00
QUOTE TAX:	0.00
QUOTED MATERIAL TOTAL:	\$0.00

SUBCONTRACTS

Component	Vendor	Amount

SUBCONTRACTS:	0.00
ADJUSTMENT:	0.00
SUBCONTRACT TAX:	0.00
SUBCONTRACTS TOTAL:	\$0.00

EQUIPMENT

Component	Vendor	Amount

EQUIPMENT:	0.00
ADJUSTMENT:	0.00
EQUIPMENT TAX:	0.00
EQUIPMENT TOTAL:	\$0.00

DIRECT JOB COSTS

Description	Dollars

TOTAL DIRECT JOB COSTS:	\$0.00
JOB COST w/NO OVERHEAD:	\$535.39

OVERHEAD

MATERIAL OVERHEAD:(0% markup)	0.00
QUOTES OVERHEAD:(0% markup)	0.00
LABOR OVERHEAD:(0% markup)	0.00
SUBCONTRACTS OVERHEAD:(0% markup)	0.00
EQUIPMENT OVERHEAD:(0% markup)	0.00
DJC OVERHEAD:(0% markup)	0.00

TOTAL OVERHEAD:	\$0.00
JOB COST w/OVERHEAD:	\$535.39

PROFIT

MATERIAL PROFIT:(10% markup)	10.62
QUOTES PROFIT:(10% markup)	0.00
LABOR PROFIT:(10% markup)	42.91
SUBCONTRACTS PROFIT:(10% markup)	0.00
EQUIPMENT PROFIT:(10% markup)	0.00
DJC PROFIT:(10% markup)	0.00

TOTAL PROFIT:	\$53.54
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MISCELLANEOUS

JOB TAX:	0.00
BOND:	0.00

MISCELLANEOUS TOTAL: 0.00

BID TOTAL: **\$588.92**

Job ID: 2018-04-23-30
 Project: Harwich, Fire Station #2 (CP #30; Recept Relocated)



Takeoff

Vendor: GB_BOSTON

Labor Level: LABOR 3

3 Dec 2019 13:47:36

Phase: DEVICES

Item #	Qty	U/	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
150267	4.00	EA	M	3-1/2"D 18.0 CI	1G SW-BOX W/TS FLAT BRKT RX-CLMP	17.0466	68.19	0.0000	0.00
140011	3.00	EA	M	20A	DX RECEPT SPECIFICATION GRADE	10.3153	30.95	0.0000	0.00
140470	1.00	EA	M		2G STAINLESS STEEL DUPLEX PLATE	5.8357	5.84	0.0000	0.00
140469	1.00	EA	M		1G STAINLESS STEEL DUPLEX PLATE	1.2749	1.27	0.0000	0.00
500168	5.00	EA	M	MISC	LABOR HOURS	0.0000	0.00	1.0000	5.00
Phase Totals:							106.24		5.00
Job Totals:							106.24		5.00

Job ID: 2018-04-23-30
 Project: Harwich, Fire Station #2 (CP #30; Recpt Relocated)



Bid Overview Form

Vendor: GB_BOSTON Labor Level: LABOR 3 3 Dec 2019 1:45:40 pm
 Bid Name: HARWICH, FIRE STATION #2 Bid Template: BASIC (EXPANDED O&P) V5

TOP SHEET

Description	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
DIRECT LABOR HRS	5.00					
DIRECT LABOR DOLLARS		429.14				
INDIRECT LABOR HRS						
INDIRECT LABOR DOLLARS						
LABOR TAX						
MATERIAL DOLLARS		106.24				
QUOTES DOLLARS						
MATERIAL & QUOTE TAX						
DJC						
SUBCONTRACTS TOTAL						
EQUIPMENT TOTAL						
EQUIP/SUB CONTRACT TAX						
OVERHEAD TOTAL						
PROFIT TOTAL		53.54				
MISC TOTAL						

American Electrical Construction, Inc. 180 South Meadow Road Phone: 508-747-5600
 Plymouth, MA 02360 Web: www.americanelectricalconstruction.com

SUBTOTALS

Subtotal	Material Unit	Factor	Mat Result	Labor Unit	Factor	Labor Result	Quote Unit	Factor	Quote Result
DEVICES	30.95	1.00	30.95	0.00	1.00	0.00	0.00	1.00	0.00
PLATES	7.11	1.00	7.11	0.00	1.00	0.00	0.00	1.00	0.00
STEEL BOXES	68.19	1.00	68.19	0.00	1.00	0.00	0.00	1.00	0.00
MISCELLANEOUS ITEMS	0.00	1.00	0.00	5.00	1.00	5.00	0.00	1.00	0.00
Totals:			106.24			5.00			0.00

DIR LABOR

DIR LABOR	CREW	HOURS	RATE	BURDEN%	BURDEN\$	FRINGES\$	FULLRATE	EXTENSION
ESTIMATED HOURS		5.00						
XFER REG HRS >= OT								
REGULAR HRS		5.00						
OVERTIME HRS		0.00						
REGULAR HRS								
FOREMEN (WORKING)	1.00	2.50	49.18	30.00	14.75	24.80	88.73	221.84
JOURNEYMEN	1.00	2.50	44.71	30.00	13.41	24.80	82.92	207.31
APPRENTICE	0.00	0.00	25.00	30.00	7.50	24.80	57.30	0.00
SUBTOTAL / AVG	2.00	5.00	46.95				85.83	
OVERTIME HRS								
FOREMEN (WORKING)	0.00	0.00	73.77	30.00	22.13	0.00	95.90	0.00
JOURNEYMEN	0.00	0.00	67.07	30.00	20.12	0.00	87.19	0.00
APPRENTICE	0.00	0.00	37.50	30.00	11.25	0.00	48.75	0.00
SUBTOTAL / AVG	0.00	0.00	0.00				0.00	
FOREMEN (WORKING)								
JOURNEYMEN								
APPRENTICE								
TOTAL / AVG		5.00	46.95				85.83	
TOTAL DIRECT LBR								429.14

American Electrical Construction, Inc.

180 South Meadow Road
Plymouth, MA 02360

Phone: 508-747-5600

Web: www.americanelectricalconstruction.com

INDIR LBR

INDIR LBR	HOURS	RATE\$	BURDEN%	BURDEN\$	FRINGES\$	FULLRATE	EXTENSION
MISC INDIRECT LABOR	0.00	0.00	30.00	0.00	0.00	0.00	0.00
PROJECT MANAGER	0.00	0.00	30.00	0.00	0.00	0.00	0.00
SUPERINTENDENT	0.00	0.00	30.00	0.00	0.00	0.00	0.00
GENERAL FOREMAN	0.00	0.00	30.00	0.00	0.00	0.00	0.00
FOREMAN	0.00	0.00	30.00	0.00	0.00	0.00	0.00
DRAFTSMAN	0.00	0.00	30.00	0.00	0.00	0.00	0.00
STOCKMAN / PURCHASING	0.00	0.00	30.00	0.00	0.00	0.00	0.00
TRUCK DRIVER	0.00	0.00	30.00	0.00	0.00	0.00	0.00
TRAVEL TIME	0.00	0.00	30.00	0.00	0.00	0.00	0.00
MOBILIZATION LABOR	0.00	0.00	30.00	0.00	0.00	0.00	0.00
AS BUILT DRAWINGS	0.00	0.00	30.00	0.00	0.00	0.00	0.00
SAFETY	0.00	0.00	30.00	0.00	0.00	0.00	0.00
ESTIMATING	0.00	0.00	30.00	0.00	0.00	0.00	0.00
GUARANTEE	0.00	0.00	30.00	0.00	0.00	0.00	0.00
SUBTOTAL	0.00						0.00

DJC

DJC	QTY	COST/UNIT	%OFDIRLBR	TAX%	EXTENSION
MISC DIRECT JOB COSTS		0.00			0.00
SPECIFIED ALLOWANCES		0.00			0.00
SPECIAL INSURANCE CHG		0.00			0.00
EQUIPMENT DEPRECIATION			0.00		0.00
TOOLS EXPENDABLE			0.00		0.00
FIELD STORAGE (MONTH)	0.00	0.00			0.00
OFFICE TRAILER (MONTH)	0.00	0.00			0.00
FIELD OFFICE UTIL (MONTH)	0.00	0.00			0.00
FIELD TELEPHONE (MONTH)	0.00	0.00			0.00
FIELD TOILET (MONTH)	0.00	0.00			0.00
TEMP FENCING (FEET)	0.00	0.00			0.00
TEMP POWER (AMPS)	0.00	0.00			0.00
TEMP LIGHT (SQ FT)	0.00	0.00			0.00
UTILITY CONNECT CHARGE		0.00			0.00
LIVING ALLOWANCE (DAY)	0.00	0.00			0.00
TRAVEL EXPENSE (MILE)	0.00	0.00			0.00
FREIGHT		0.00			0.00
PERMIT FEE		0.00			0.00
MISC FEES		0.00			0.00
DJC TAX			0.00		0.00
DIR JOB COST TOTAL					0.00

American Electrical Construction, Inc.

180 South Meadow Road
Plymouth, MA 02360

Phone: 508-747-5600

Web: www.americanelectricalconstruction.com

FINAL PRICE

FINAL PRICE	ESTIMATE	ADJ%	ADJ\$	CALC\$	TAX%	%OFJOB
DATABASE MATERIAL	106.24	0.00	0.00	106.24	0.00	18.04
QUOTED MATERIAL	0.00	0.00	0.00	0.00	0.00	0.00
MATERIAL/QUOTE TAX				0.00		0.00
MATERIAL TOTAL				106.24		
DIRECT LABOR	429.14	0.00	0.00	429.14	0.00	72.87
INDIRECT LABOR	0.00	0.00	0.00	0.00		0.00
LABOR TAX				0.00		0.00
LABOR TOTAL				429.14		
EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
SUBCONTRACTORS	0.00	0.00	0.00	0.00	0.00	0.00
EQUIP & SUBCONT TAX				0.00		0.00
EQUIP & SUB TOTAL				0.00		
DIRECT JOB COSTS	0.00	0.00	0.00	0.00		0.00
SUBTOTAL 1				535.39		
MATERIAL OVERHEAD		0.00		0.00		0.00
QUOTES OVERHEAD		0.00		0.00		0.00
LABOR OVERHEAD		0.00		0.00		0.00
EQUIPMENT OVERHEAD		0.00		0.00		0.00
SUBCONTRACTS OVERHEAD		0.00		0.00		0.00
DJC OVERHEAD		0.00		0.00		0.00
TOTAL OVERHEAD				0.00		
SUBTOTAL 2				535.39		
MATERIAL PROFIT		10.00		10.62		1.80
QUOTES PROFIT		10.00		0.00		0.00
LABOR PROFIT		10.00		42.91		7.29
EQUIPMENT PROFIT		10.00		0.00		0.00
SUBCONTRACTS PROFIT		10.00		0.00		0.00
DJC PROFIT		10.00		0.00		0.00
TOTAL PROFIT				53.54		
SUBTOTAL 3				588.92		
JOB TAX				0.00	0.00	0.00
BOND CALCULATOR		0.00		0.00		0.00
MISC TOTAL				0.00		100.00
JOB TOTAL				588.92		

American Electrical Construction, Inc.

180 South Meadow Road
Plymouth, MA 02360

Phone: 508-747-5600

Web: www.americanelectricalconstruction.com

RCOP – RESPONSE TO CHANGE ORDER PROPOSAL

HARWICH FIRE STATION 2
Harwich, MA

KBA # 17032.00
Page: 1 of 1

CONTRACTOR: Mill City Construction
7 Old Great Rd.
Lincoln, RI 02865
Attn: Avanthi Kusumba

RCOP NO. 074R1

ISSUED BY: Pete Gaudreau
Construction Administrator

COPIES TO:
 KBA – CT/MA/NH
 Owner
 Official
 Consultant
 Consultant

DATE: July 9, 2018
12/23/19

-
- Change Order Proposal has been reviewed by the Architect and is recommended to the Owner for approval.**
- Change Order Proposal is rejected.**
- Owner will not require the Contractor to proceed with the Work described in Change Order Proposal*
- Work described in Change Order Proposal is required by the Contract Documents.* *Refer to comments below.*
- Revise and resubmit Change Order Proposal.**
- Overhead/Profit is incorrect.* *Labor and material costs breakdown is insufficient.*
- Backup documentation is insufficient.* *Refer to comments below.*

Description:

KBA has reviewed PCO#074R1 for the amount of \$1,350.92 and find it to be fair and reasonable. KBA recommends PCO#074R1 for approval to the Owner.

Attachments: COP No.



12/23/2019

Todd Costa
Kaestle Boos Associates, Inc.
325 Foxborough Blvd. Ste. 100
Foxborough, MA 02035

**Re: Harwich Fire Station #2 – Harwich, MA
149 Route 137, Harwich, MA 02645
Change Order Request #74RI - Existing Generator Work**

Todd,

Attached is a breakdown of costs to furnish & install materials to connect gas meter and old fire station generator per onsite conversations during our project meetings.

Items included in this COR are as follows:

- Supervision of Mill City crew and all subcontractors.
- Furnish & install materials as needed to install gas meter and the old fire station gas generator per the attached change order request from Araujo Bro Plumbing & Heating.

Please be advised that this COR will add 1 working day to the contract time schedule plus any lead time for the added materials. Please sign and return at your earliest convenience.

The total cost of this change is **\$1,350.92**

Respectfully Submitted,

Stephen Traghella, LEED AP
Project Manager

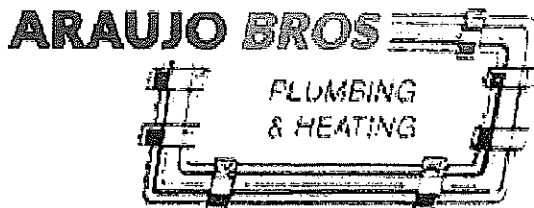
CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #74R1													
Breakdown of costs for the Existing Generator Work													
Item #	Description	Subcontractor	Material	Unit	Material	Total	Labor	Labor	Total	Equipment	Equipment	Total	Totals
		Costs	Quantity		Cost	Material	Hours	Cost	Labor	Hours	Unit	Equipment	
1	Mill City Construction, Inc. - Labor	\$ -			\$ -		0	\$ 89.34	\$ -			\$ -	\$ -
2	Superintendent	\$ -			\$ -		1	\$ 89.34	\$ 89.34			\$ -	\$ 89.34
3	Araujo Bros Plumbing & Heating	\$ 1,178.68			\$ -				\$ -			\$ -	\$ 1,178.68
4		\$ -			\$ -				\$ -			\$ -	\$ -
5		\$ -			\$ -				\$ -			\$ -	\$ -
6		\$ -			\$ -				\$ -			\$ -	\$ -
7		\$ -			\$ -				\$ -			\$ -	\$ -
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17		\$ -			\$ -				\$ -			\$ -	\$ -
18		\$ -			\$ -				\$ -			\$ -	\$ -
19		\$ -			\$ -				\$ -			\$ -	\$ -
20		\$ -			\$ -				\$ -			\$ -	\$ -
21		\$ -			\$ -				\$ -			\$ -	\$ -
22		\$ -			\$ -				\$ -			\$ -	\$ -
23		\$ -			\$ -				\$ -			\$ -	\$ -
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26		\$ -			\$ -				\$ -			\$ -	\$ -
27		\$ -			\$ -				\$ -			\$ -	\$ -
28		\$ -			\$ -				\$ -			\$ -	\$ -
29		\$ -			\$ -				\$ -			\$ -	\$ -
30		\$ -			\$ -				\$ -			\$ -	\$ -
	SUB TOTALS	\$ 1,178.68			\$ -				\$ 89.34			\$ -	\$ 1,268.02
	5% Profit on Sub.												\$ 58.93
	10% OH&P on G.C.												\$ 8.93
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 15.03
	TOTALS											Grand Total	\$ 1,350.92



P.O. Box 50226
New Bedford, MA 02745
P: (508)-998-7006 F: (508)-998-1727

Sent on: _____

**CHANGER ORDER
REQUEST**

**Project: HARWICH FIRE STATION 2
COR Number: 609
Date: 12/2/19**

**MILL CITY CONSTRUCTION
7 OLD GREAT ROAD
LINCOLN, RI 02865**

Email: straghella@mill-city.com

DESCRIPTION OF WORK & PRICING:

This proposal is to provide the required material and labor associated with furnishing and installing gas meter and old fire station gas generator.

• MATERIAL	\$ 157.73
• LABOR	\$ 913.80
• OVERHEAD & PROFIT	\$ 107.15

TOTAL \$1,178.68

This estimate represents a price we are willing to accept to assume the cost risk of the change to our ongoing work given the information provided to us. The labor and material priced contained in this proposal are based upon vendors/sub-contractors quotes and/or plumbing industry pricing guides.

Araujo Bros Plumbing & Heating, Inc. reserves the rights to void this proposal after thirty (30) days from the date above.

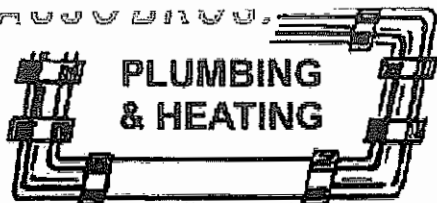
Sincerely,
Araujo Bros Plumbing & Heating, Inc.

Derek Araujo

Derek Araujo
Project Manager

***ACKNOWLEDGMENT: The contract modifications stated for the above proposal are acceptable for the work to be performed. The value of the work completed to the date of the next requisition may be billed on that requisition.**

Date: _____ Authorized Signature: _____



**PLUMBING
& HEATING**

PO Box 50225 New Bedford, MA 02745
224 Nyes Lane Acushnet, MA 02743
Phone: (508) 998-7006 Fax: (508) 998-1727

CHANGE ORDER REQUEST

BILL straghella@mill-city.com
TO: MILL CITY CONSTRUCTION
7 OLD GREAT RD
LINCOLN RI 02865

WORK HARWICH FIRE STATION 2
DONE 149 ROUTE 137
AT: HARWICH, MA 02645

PHONE 401 766 3100 CUST# 54555

JOB NO.	CUST ORDER#	TERMS	REQUEST NUMBER	DATE
1863 -609	AD	NET 30	609	12/02/19

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	DESCRIPTION: PRICE TO FURNISH AND INSTALL, MATERIAL AND LABOR FOR GAS METER AND OLD FIRE STATION GAS GENERATOR.		
	DATE OF SERVICE: 11-4-19		
20	1" BLK PIPE	3.79FT	75.80
5	1" BLK 90	4.54	22.70
1	3/4"x1" BLK REDUCER	6.20	6.20
1	3/4" BLK UNION	11.76	11.76
1	3/4" BLK GAS COCK	11.48	11.48
3	3/4" GALVI SPLIT RING	1.65	4.95
5	3/8" GALVI ROD	1.11FT	5.55
2	1" SPLIT RING	1.40	2.80
1	PINT OF YELLOW PAINT	16.49	16.49
	SUBTOTAL MATERIAL		157.73
10.00	LABOR: ONE MAN/10HRS @ \$91.38	91.38	913.80
	SUBTOTAL LABOR		913.80
	OH&P: 10%		107.15

C/O REQUEST TOTAL

\$1,178.68

RCOP – RESPONSE TO CHANGE ORDER PROPOSAL

HARWICH FIRE STATION 2
Harwich, MA

KBA # 17032.00
Page: 1 of 1

CONTRACTOR: Mill City Construction
7 Old Great Rd.
Lincoln, RI 02865
Attn: Avanthi Kusumba

RCOP NO. 075

ISSUED BY: Pete Gaudreau
Construction Administrator

COPIES TO:
 KBA – CT/MA/NH
 Owner
 Official
 Consultant
 Consultant

DATE: July 9, 2018
12/16/19

-
- Change Order Proposal has been reviewed by the Architect and is recommended to the Owner for approval.**
- Change Order Proposal is rejected.**
- Owner will not require the Contractor to proceed with the Work described in Change Order Proposal*
- Work described in Change Order Proposal is required by the Contract Documents.* *Refer to comments below.*
- Revise and resubmit Change Order Proposal.**
- Overhead/Profit is incorrect.* *Labor and material costs breakdown is insufficient.*
- Backup documentation is insufficient.* *Refer to comments below.*

Description:

APPROVED KAESTLE BOOS
pgaudreau 1:35:22 PM 12/16/2019

Attachments: COP No.

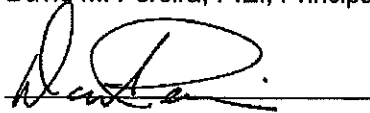
M#69494
J#850 126 00.00

DATE: December 6, 2019

MEMO

TO: Peter D. Gaudreau, AIA
Kaestle Boos Associates, Inc.

FROM: David M. Pereira, P.E., Principal



DEPT: Electrical

PROJECT: Harwich Fire Station #2
Harwich, MA

SUBJECT: COR #75 - Credit for Knox Box

Please be advised as follows:

We have reviewed the American Electrical Construction, Inc. portion of COR #75 in the credit amount of (\$336.75) for costs associated with requested credit of the knox box. We find the credit amount to be fair and reasonable and recommend your approval.

If you have any questions or comments regarding the above, please contact our office at your earliest convenience.

DMP: lm

Enc.

Cc: Todd Costa, Kaestle Boos Associates, Inc.



RECEIVED
December 4, 2019
Garcia Galuska & DeSousa

12/4/2019

Todd Costa
Kaestle Boos Associates, Inc.
325 Foxborough Blvd. Ste. 100
Foxborough, MA 02035

**Re: Harwich Fire Station #2 - Harwich, MA
149 Route 137, Harwich, MA 02645
Change Order Request #75 - Credit for Knox Box**

Todd,

Attached is a breakdown of costs for the requested credit of the knox box.

Items included in this COR are as follows:

- Please see the attached proposal from American Electrical Construction, Inc.

Please be advised that this COR will add 0 working days to the contract time schedule. Please sign and return at your earliest convenience.

The total cost of this change is **(-\$336.75)**

Respectfully Submitted,

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #75													
Breakdown of costs for the Credit for Knox Box													
Item #	Description	Subcontractor	Material	Unit	Material	Total	Labor	Labor	Total	Equipment	Equipment	Total	Totals
		Costs	Quantity		Cost	Material	Hours	Cost	Labor	Hours	Unit	Equipment	
1	American Electrical Construction, Inc.	\$ (333.00)				\$ -			\$ -			\$ -	\$ (333.00)
2		\$ -				\$ -			\$ -			\$ -	\$ -
3		\$ -				\$ -			\$ -			\$ -	\$ -
4		\$ -				\$ -			\$ -			\$ -	\$ -
5		\$ -				\$ -			\$ -			\$ -	\$ -
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9		\$ -				\$ -			\$ -			\$ -	\$ -
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29		\$ -				\$ -			\$ -			\$ -	\$ -
30		\$ -				\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ (333.00)				\$ -			\$ -			\$ -	\$ (333.00)
	5% Profit on Sub.												\$ -
	10% OH&P on S.C.												\$ -
	Bond Cost Increase (\$11.25 per \$1,000)												\$ (3.75)
	TOTALS											Grand Total	\$ (336.75)

Job ID: 2018-04-23-26
 Project: Harwich, Fire Station #2 (CP #26; Credit Knox Box)



Bid Summary Report

Vendor: GB_BOSTON Labor Level: LABOR 3 3 Dec 2019 13:23:35

Tax Rate status: Default Bid Name: HARWICH, FIRE STATION #2 Bid Template: BASIC (EXPANDED O&P) V5

Drawing	Phase	Quote \$	Material \$	Equip \$	SubCon \$	Labor Hrs
	FIRE ALARM	-333.00	0.00	0.00	0.00	0.00
Sheet Totals:		-333.00	0.00	0.00	0.00	0.00
Tax:		0.00	0.00	0.00	0.00	

Bid Notes:

TAX RATES		Sub Total (Quo/Mat/Equip/Sub):	
Material:	0.0000%	Sales Tax:	0.00
Quote:	0.0000%	Sub Total:	-333.00
Labor:	0.0000%	Direct Labor \$:	0.00
Equipment:	0.0000%	Indirect Labor \$:	0.00
Subcontract:	0.0000%	Labor Escalation:	0.00
Job:	0.0000%	Labor Tax:	0.00
MISCELLANEOUS		Direct Job Costs (0.00%):	0.00
Avg. Lbr. Rate (Cost):	0.00	Prime Cost:	-333.00
Avg. Lbr. Rate (Bid):	0.00	Overhead (Avg. 0.00%):	0.00
Total Square Feet:	1.00	Net Cost:	-333.00
Cost Per Sq. Ft.:	-333.00	Profit (Avg. 0.00%):	0.00
Labor \$ Per Sq. Ft.:	0.00	Job Tax:	0.00
Labor Hrs Per Sq. Ft.:	0.00	Bond (0.0000%):	0.00
Quantity of Units:	1.00	Selling Price:	-333.00
Cost Per Unit:	-333.00		
Calc. Adjustment:	0.00%		

RCOP – RESPONSE TO CHANGE ORDER PROPOSAL

HARWICH FIRE STATION 2
Harwich, MA

KBA # 17032.00
Page: 1 of 1

CONTRACTOR: Mill City Construction
7 Old Great Rd.
Lincoln, RI 02865
Attn: Avanthi Kusumba

RCOP NO. 076

ISSUED BY: Pete Gaudreau
Construction Administrator

COPIES TO:

- KBA – CT/MA/NH
- Owner
- Official
- Consultant
- Consultant

DATE: July 9, 2018

12/23/19

-
- Change Order Proposal has been reviewed by the Architect and is recommended to the Owner for approval.
 - Change Order Proposal is rejected.
 - Owner will not require the Contractor to proceed with the Work described in Change Order Proposal
 - Work described in Change Order Proposal is required by the Contract Documents. Refer to comments below.
 - Revise and resubmit Change Order Proposal.
 - Overhead/Profit is incorrect. Labor and material costs breakdown is insufficient.
 - Backup documentation is insufficient. Refer to comments below.
-

Description:

KBA/GGD have reviewed COP#076 for the amount of \$755.89 and find it to be fair and reasonable. KBAD recommends COP#076 for the amount of \$755.89 to the Owner for approval.

Attachments: COP No.

M#69632
J#850 126 00.00

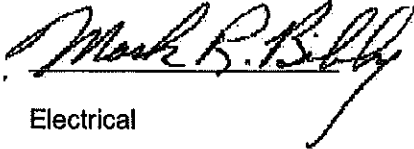
DATE: December 17, 2019

MEMO

TO: Peter D. Gaudreau, AIA
Kaestle Boos Associates, Inc.

FROM: Mark R. Bibby

David M. Pereira, P.E., Principal



DEPT: Electrical

PROJECT: Harwich Fire Station #2
Harwich, MA

SUBJECT: COR #76 – SL3 Gooseneck Fixtures Over OH Doors

Please be advised as follows:

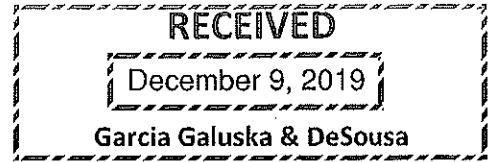
We have reviewed the American Electrical Construction, Inc. portion of Change Order Request No. 76 in the amount of \$524.70 for work associated with requested SL3 gooseneck fixtures over OH doors. We find the amount to be fair and reasonable and recommend approval.

If you have any questions or comments regarding the above, please contact our office at your earliest convenience.

MRB, DMP: tb

Enc.

Cc: Todd Costa, Kaestle Boos Associates, Inc.



12/9/2019

Todd Costa
Kaestle Boos Associates, Inc.
325 Foxborough Blvd. Ste. 100
Foxborough, MA 02035

**Re: Harwich Fire Station #2 - Harwich, MA
149 Route 137, Harwich, MA 02645
Change Order Request #76 - SL3 Gooseneck Fixtures Over OH Doors**

Todd,

Attached is a breakdown of costs for the requested SL3 gooseneck fixtures.

Items included in this CDR are as follows:

- Please see the attached proposal from American Electrical Construction, Inc.

Please be advised that this CDR will add 1 working day to the contract time schedule plus any additional lead time for the fixtures.
Please sign and return at your earliest convenience.

The total cost of this change is **\$755.89**

Respectfully Submitted,

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #76													
Breakdown of costs for the SL3 Gooseneck Fixtures Over OH Doors													
Item #	Description	Subcontractor	Material	Unit	Material	Total	Labor	Labor	Total	Equipment	Equipment	Total	Totals
		Costs	Quantity		Cost	Material	Hours	Cost	Labor	Hours	Unit	Equipment	
1	Mill City Construction, Inc. - Labor	\$ -			\$ -		0	\$ 89.34	\$ -			\$ -	\$ -
2	Superintendent	\$ -			\$ -		2	\$ 89.34	\$ 178.68			\$ -	\$ 178.68
3	American Electrical Construction, Inc.	\$ 524.70			\$ -				\$ -			\$ -	\$ 524.70
4		\$ -			\$ -				\$ -			\$ -	\$ -
5		\$ -			\$ -				\$ -			\$ -	\$ -
6		\$ -			\$ -				\$ -			\$ -	\$ -
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29		\$ -			\$ -				\$ -			\$ -	\$ -
30		\$ -			\$ -				\$ -			\$ -	\$ -
	SUB TOTALS	\$ 524.70			\$ -				\$ 178.68			\$ -	\$ 703.38
	5% Profit on Sub.												\$ 26.24
	10% OH&P on G.C.												\$ 17.87
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 8.41
	TOTALS											Grand Total	\$ 755.89



Bid Summary Report

Vendor: GB_BOSTON Labor Level: LABOR 3 3 Dec 2019 13:52:01
 Tax Rate status: Default Bid Name: HARWICH, FIRE STATION #2 Bid Template: BASIC (EXPANDED O&P) V5

Drawing	Phase	Quote \$	Material \$	Equip \$	SubCon \$	Labor Hrs
	FIXTURES	477.00	0.00	0.00	0.00	0.00
Sheet Totals:		477.00	0.00	0.00	0.00	0.00
Tax:		0.00	0.00	0.00	0.00	

Bid Notes:

Sub Total (Quo/Mat/Equip/Sub):		477.00	
TAX RATES		Sales Tax:	0.00
Material:	0.0000%	Sub Total:	477.00
Quote:	0.0000%	Direct Labor \$:	0.00
Labor:	0.0000%	Indirect Labor \$:	0.00
Equipment:	0.0000%	Labor Escalation:	0.00
Subcontract:	0.0000%	Labor Tax:	0.00
Job:	0.0000%	Direct Job Costs (0.00%):	0.00
MISCELLANEOUS		Prime Cost:	477.00
Avg. Lbr. Rate (Cost):	0.00	Overhead (Avg. 0.00%):	0.00
Avg. Lbr. Rate (Bid):	0.00	Net Cost:	477.00
Total Square Feet:	1.00	Profit (Avg. 10.00%):	47.70
Cost Per Sq. Ft.:	524.70	Job Tax:	0.00
Labor \$ Per Sq. Ft.:	0.00	Bond (0.0000%):	0.00
Labor Hrs Per Sq. Ft.:	0.00	Selling Price:	524.70
Quantity of Units:	1.00		
Cost Per Unit:	524.70		
Calc. Adjustment:	0.00%		

Remit to :



INVOICE

Invoice Questions Please Call
617-406-5000

PO BOX 414426
BOSTON MA 02241-4426

Invoice No: 9313418567
Invoice Date: 11/26/2019
Account Number: JP8813990
Account Name: AMERICAN ELECTRICAL CONS-

Bill-To:
AMERICAN ELECTRICAL CONSTRUCTION, INC
180 SOUTH MEADOW ROAD
PLYMOUTH MA 02360
USA

Ship-To:
AMERICAN ELECTRICAL CONS- HARWICH FIRE
HARWICH FIRE DEPARTMENT
180 SOUTH MEADOW ROAD
PLYMOUTH MA 02360
USA

Order No: 18-05 LITES SO#: 364641110

Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
364641110			11/25/2019	FACTORY		

Quantity	Catalog # / Description	Unit Price / Unit	Amount
3	SIGN5-100IN-120-F16-QS TMS LIGHTING		

Terms of Payment 10 10th Prox., net 15th Prox. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Sub Total:	477.00
	Freight:	0.00
	Handling:	0.00
	Tax:	0.00
	Total Due:	477.00
	Cash Discount(if paid within terms):	4.77-

RCOP – RESPONSE TO CHANGE ORDER PROPOSAL

HARWICH FIRE STATION 2
Harwich, MA

KBA # 17032.00
Page: 1 of 1

CONTRACTOR: Mill City Construction
7 Old Great Rd.
Lincoln, RI 02865
Attn: Avanthi Kusumba

RCOP NO. 077R1

COPIES TO:

- KBA – CT/MA/NH
- Owner
- Official
- Consultant
- Consultant

ISSUED BY: Pete Gaudreau
Construction Administrator

DATE: July 9, 2018
12/23/19

Change Order Proposal has been reviewed by the Architect and is recommended to the Owner for approval.

Change Order Proposal is rejected.

Owner will not require the Contractor to proceed with the Work described in Change Order Proposal

Work described in Change Order Proposal is required by the Contract Documents. *Refer to comments below.*

Revise and resubmit Change Order Proposal.

Overhead/Profit is incorrect.

Labor and material costs breakdown is insufficient.

Backup documentation is insufficient.

Refer to comments below.

Description:

KBA has reviewed PCO#077R1 for the amount of \$2,202.20 and find it to be fair and reasonable. KBA recommends PCO#077R1 for approval to the Owner.

Attachments: COP No.



12/23/2019

Todd Costa
Kaestle Boos Associates, Inc.
325 Foxborough Blvd. Ste. 100
Foxborough, MA 02035

**Re: Harwich Fire Station #2 – Harwich, MA
149 Route 137, Harwich, MA 02645
Change Order Request #77RI - Gas Line to Dryer**

Todd,

Attached is a breakdown of costs to furnish & install materials to connect gas to dryer.

Items included in this COR are as follows:

- Supervision of Mill City crew and all subcontractors.
- Furnish & install materials as needed to install gas to the dryer per the attached change order request from Araujo Bro Plumbing & Heating.

Please be advised that this COR will add 1 working day to the contract time schedule plus any lead time for the added materials. Please sign and return at your earliest convenience.

The total cost of this change is **\$2,202.20**

Respectfully Submitted,

Stephen Traghella, LEED AP
Project Manager

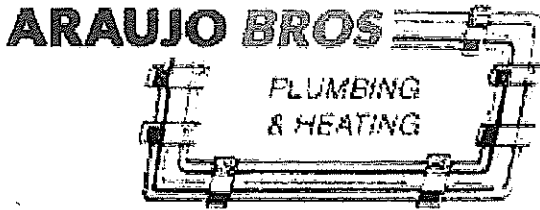
CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #77RI													
Breakdown of costs for the Gas Line to Dryer													
Item #	Description	Subcontractor	Material	Unit	Material	Total	Labor	Labor	Total	Equipment	Equipment	Total	Totals
		Costs	Quantity		Cost	Material	Hours	Cost	Labor	Hours	Unit	Equipment	
1	Mill City Construction, Inc. - Labor	\$ -				\$ -	0	\$ 89.34	\$ -			\$ -	\$ -
2	Superintendent	\$ -				\$ -	1	\$ 89.34	\$ 89.34			\$ -	\$ 89.34
3	Araujo Bros Plumbing & Heating	\$ 1,980.41				\$ -			\$ -			\$ -	\$ 1,980.41
4		\$ -				\$ -			\$ -			\$ -	\$ -
5		\$ -				\$ -			\$ -			\$ -	\$ -
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26		\$ -				\$ -			\$ -			\$ -	\$ -
27		\$ -				\$ -			\$ -			\$ -	\$ -
28		\$ -				\$ -			\$ -			\$ -	\$ -
29		\$ -				\$ -			\$ -			\$ -	\$ -
30		\$ -				\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ 1,980.41				\$ -			\$ 89.34			\$ -	\$ 2,069.75
	5% Profit on Sub.												\$ 99.02
	10% OH&P on G.C.												\$ 8.93
	Band Cost Increase (\$11.25 per \$1,000)												\$ 24.50
	TOTALS											Grand Total	\$ 2,202.20



P.O. Box 50225
New Bedford, MA 02745
P: (508)-998-7006 F: (508)-998-1727

Sent on: _____

**CHANGER ORDER
REQUEST**

**Project: HARWICH FIRE STATION 2
COR Number: 611
Date: 12/5/19**

**MILL CITY CONSTRUCTION
7 OLD GREAT ROAD
LINCOLN, RI 02865**

Email: straghella@mill-city.com

DESCRIPTION OF WORK & PRICING:

This proposal is to provide the required material and labor associated with piping new 3/4" gas line for dryer from 1 1/2" main.

• MATERIAL	\$ 338.29
• LABOR	\$ 1,462.08
• OVERHEAD & PROFIT	\$ 180.04

TOTAL \$ 1,980.41

This estimate represents a price we are willing to accept to assume the cost risk of the change to our ongoing work given the information provided to us. The labor and material priced contained in this proposal are based upon vendors/sub-contractors quotes and/or plumbing industry pricing guides.

Araujo Bros Plumbing & Heating, Inc. reserves the rights to void this proposal after thirty (30) days from the date above.

Sincerely,
Araujo Bros Plumbing & Heating, Inc.

Derek Araujo

Derek Araujo
Project Manager

***ACKNOWLEDGMENT:** The contract modifications stated for the above proposal are acceptable for the work to be performed. The value of the work completed to the date of the next requisition may be billed on that requisition.

Date: _____ Authorized Signature: _____

Lic. #9920



**PLUMBING
& HEATING**

PO Box 50225 New Bedford, MA 02745
224 Nyes Lane Acushnet, MA 02743
Phone: (508) 998-7006 Fax: (508) 998-1727

CHANGE ORDER REQUEST

BILL TO: straghella@mill-city.com
MILL CITY CONSTRUCTION
7 OLD GREAT RD
LINCOLN RI 02865

WORK DONE AT: HARWICH FIRE STATION 2
149 ROUTE 137
HARWICH, MA 02645

PHONE 401 766 3100 CUST# 54555

JOB NO.	CUST ORDER#	TERMS	REQUEST NUMBER	DATE
1863 -611	AD	NET 30	611	12/05/19

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
----------	-------------	------------	--------

DESCRIPTION:
-PIPED NEW 3/4" GAS LINE FOR DRYER FROM 1 1/2" MAIN.

DATE OF SERVICE: 11-15-19

1	1 1/2"x3/4" BLK TEE	10.44	10.44
1	1 1/2" BLK UNION	27.39	27.39
1	1 1/2" BLK CAP	6.57	6.57
2	3/4" GAS COCK	15.63	31.26
2	3/4" GALVI SPLIT RING	1.53	3.06
40	3/4" BLK PIPE	2.09FT	83.60
3	3/4" HANGER	1.04	3.12
5	3/8" ROD	1.11FT	5.55
1	GAS STOVE FLEXIE	32.34	32.34
5	3/4" BLK 90	2.64	13.20
3	3/4" BLK COUPLING	33.54	100.62
1	PIPE DOPE	17.16	17.16
1	3/4"x1/2" COUPLING	3.98	3.98

SUBTOTAL MATERIAL 338.29

16.00 LABOR: TWO MEN/8HRS EA @ \$91.38 91.38 1,462.08

SUBTOTAL LABOR 1,462.08

OH&P: 10% 180.04

C/O REQUEST TOTAL **\$1,980.41**

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Robert B. Our Co., Inc., with an address of P.O. Box 1539, 24 Great Western Rd, Harwich, MA 02645, hereinafter referred to as "Contractor", effective as of the fifteenth day of November, 2019. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with **SNOW REMOVAL SERVICES**, including the scope of services set forth in the **SNOW REMOVAL CONTRACTOR AGREEMENT**.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing November 15, 2019 through April 30, 2020.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the hourly rates outlined in Appendix A.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

N/A

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, and personal liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect auto insurance policies in the amounts here indicated.

- 1) Bodily injury: Minimum \$250,000 per person and \$500,000 each occurrence
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- 3) Town of Harwich additional named as “Additional Insured for snow plowing operations”

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured for snow plow operations and which include a thirty day notice of cancellation to the Town.

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ARTICLE 14: ENTIRE AGREEMENT:

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.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,
Scott Our, authorized signatory for the 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.

04-2319318

Social Security Number or
Federal Identification Number

Robert Bour Co.

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the
day and year first above written.

CONTRACTOR

By



Scott Our, Manager

Printed Name and Title

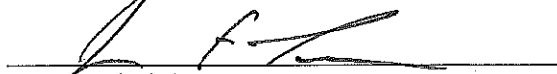
TOWN OF HARWICH

by its Board of Selectmen ~~Over~~ \$25,000 *and a boy*

Approved as to Availability of Funds:

Carl Cash (\$ N/A)
Finance Director Contract Sum

by its Town Administrator Under \$25,000


Town Administrator

APPENDIX A

TOWN OF HARWICH
SNOW REMOVAL HOURLY RATES 2019-2020

PLOWS

<u>CATEGORY</u>	<u>DESCRIPTION</u>		<u>RATE</u>
A	PICKUP W/ 8' PLOW	PU	\$ 78.00
B	1 TON W/ 8' PLOW	1TN8	\$ 80.00
C	1 TON W/ 9' PLOW	1TN9	\$ 90.00
D	F600/F800= 10' PLOW	6W10	\$ 97.00
E	F800= 11' PLOW	6W11	\$ 111.00
F	TEN WHEELER	10W	\$ 122.00

LOADERS

<u>CATEGORY</u>			<u>RATE</u>
I	BOBCAT/UNILOADER	UNI	\$ 86.00
J	LOADER 1.5 YD	L1.5	\$ 110.00
K	LOADER 2.5 YD	L2.5	\$ 130.00
L	LOADER 3 YD	L3	\$ 140.00
M	LOADER 4 YD	L4	\$ 145.00
N	LOADER 5 YD	L5	\$ 150.00
O	LOADER 6 YD	L6	\$ 190.00



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02645

Telephone (508) 430-7555

Fax (508) 430-7598

Town of Harwich Snow Removal Contractor Agreement 2019 - 2020 Winter Season

The Town of Harwich intends to contract for snow plowing on an hourly basis as established on the “**Snow Removal Rates 2019-2020**” sheet, included in this packet as “**Appendix A.**” The winter season for the purposes of this agreement is **November 15, 2019 through April 1, 2020.**

Mandatory Inspection

All equipment to be engaged in plowing must be inspected by the Town at the DPW Garage located at 273 Queen Anne Road prior to plowing. Equipment can be scheduled for inspection by calling (508) 430-7555. All Contractors are required to report with their vehicles, plow and frames mounted.

All plows and heavy equipment must be inspected by **November 15, 2019.**

Contractors whose vehicles or equipment have failed inspection must have the issues repaired or corrected within 7 days of the inspection. Once the repairs have been made, Contractor should call 508-430-7555 to schedule a reinspection.

Mandatory Documents

Contractors are required to provide the Town with copies of the following at the inspection:

- Certificate of Insurance as specified
- Copy of valid vehicle registration
- Snow Removal Contractor Agreement
- W-9
- Plow Application

Contractors must supply and maintain a current valid registration of the specific equipment being inspected and a certificate of insurance naming the Town of Harwich as “Additional Insured for snow plowing operations.”

Insurance Requirements

Contractors must supply and maintain current a certificate of insurance naming the Town of Harwich as “**Additional Insured for snow plowing operations.**” Minimum certificates of insurance for vehicle liability coverage must meet or exceed the coverage as shown below: (All vehicles must be listed on the insurance certificates).

- Bodily injury: Minimum \$250,000 per person and \$500,000 each occurrence
- Property damage: Minimum \$250,000 for each occurrence
- Town of Harwich additional named as “Additional Insured for snow plowing operations.”
- Workers Compensation coverage for all employees in accordance with Massachusetts General Laws

DPW Obligations to Contractor

- A. The DPW will assign routes to contractors. The DPW will try to leave contractors on their assigned routes for the entire season. However, the DPW reserves the right to reassign routes/contractors for reasons that include, but are not limited to the following:
- a. The operational needs of the Town
 - b. DPW is unable to reach the contractor in a timely fashion, regardless of the reason
 - c. The contractor's equipment is not available or becomes disabled during the operation
 - d. DPW determines that the contractor's equipment is required on a route of higher priority
 - e. DPW determines that the contractor is not making adequate progress during the operation
 - f. DPW determines that contractor has left his/her route without notifying DPW
 - g. DPW determines additional equipment is required to maintain the route
 - h. DPW determines that the contractor's operator needs to stop & rest
 - i. DPW determines that the storm is minimal and can be handled by Town employees

DPW opinion is final, conclusive, and binding in these matters.

- B. The DPW will provide route descriptions to allow for orderly completion of snow removal.
- C. The DPW will assign inspectors to assist contractors and to ensure the timely and satisfactory completion of the routes. The DPW inspectors are the final arbiters regarding if the work is of adequate quality and has been properly completed.
- D. The DPW will be the official timekeeper for all snow removal activities. Payment will be processed on the next available warrant and is not guaranteed for the week that plowing takes place.

Contractor's Obligation to the Town

- A. Contractor's equipment and operators must be available 24 hours per day, seven days per week, including holidays, during the Winter Season as defined on page 1 of this agreement.
- B. Contractor agrees to accept the hourly rates established by the DPW and included as "*Appendix A*" of this agreement.
- C. Contractors will be provided with route descriptions. Operators should familiarize themselves with their routes and note any special instructions listed to help avoid potential hazards and missing streets.
- D. The Contractor must notify the DPW when unable to plow for any reason. Failure to do so may result in the loss of their plow route.

- E. The Contractor, when called for service, shall be responsible to assign and contact their equipment operators to report for service.
- F. Contractor's equipment must arrive for each event in a timely fashion, plows mounted, with a full tank of fuel, and in good working order.
- G. Contractor agrees that private snow removal work will not be performed while on the clock for the Town.
- H. Contractor's operators must have a valid license to operate, without restriction, the vehicle/equipment they are operating during a snow and ice event.
- I. Contractor's operators must have a cell phone at all times during an event to be able to communicate with the DPW. Any changes in phone numbers must be provided to dispatch prior to beginning assignment.
- J. Contractor's operators will obey all traffic regulations, laws, rules of the road, and requirements of this policy at all times during a snow event.
- K. The use of alcohol and/or controlled substances by Contractor/operators during snowplow operations is strictly forbidden. Any contractor/operator suspected of such use will be relieved of duty immediately, and may result in termination of their contract with the Town.
- L. Contractor shall immediately notify the DPW of any vehicle/equipment breakdowns.
- M. Contractor shall immediately notify the DPW of any damage that he/she caused to public or private property during a snowplowing event.
- N. Contractor's Operators shall extend proper courtesy to all citizens and refer them to the DPW Office when demands are unreasonable.
- O. The Contractor and its operators are not employees of the Town of Harwich while performing services under this agreement, but are acting as independent contractors or as an employee of the Contractor.

Termination by the Town

The Town will have the right to terminate this Agreement for any of, but not limited to, the following circumstances:

The CONTRACTOR has:

- a. Failed to fulfill his/her obligations under this Agreement in a timely and proper manner
- b. Violated any of the provisions of this Agreement

Payment

- A. The Town agrees to pay the Contractor in accordance with the hourly rates established by the DPW and included as "*Appendix A*" of this agreement.
- B. Contractors will be guaranteed a minimum of 4 hours of compensation for a snow plowing event.
- C. Contractors who respond within 45 minutes of being called will be paid from the time of the call.
- D. Payment will be processed on the next available warrant if possible, or within 30 days.

Statement of Understanding

I certify that I have read, fully understand, and hereby agree to fully comply with the "**Town of Harwich Snow Removal Contractor Agreement 2019-2020 Winter Season**" during the performance of my assigned duties during various times from **November 15, 2019** through **April 1, 2020**, for the considerations shown on the "**Town of Harwich Snow Removal Hourly Rates 2019-2020**" sheet included as "Attachment A" of this agreement.

By signing this agreement, I also agree to indemnify, defend, and hold harmless the Town of Harwich and all of its officers, agents, and employees against any and all suits, claims, or liabilities of every name and nature, for or on account of any injuries to persons or damages to property arising out of or in consequence of these acts or omissions of the CONTRACTOR in the performance of the work covered by the contract.

Name of Company: Robert B. Our Co., Inc.

Print Name and Title: Scott Our, Manager

Authorized Contractor Signature:  Date: 1/8/20

Authorized DPW Representative:  Date: 1-8-20



ROBEOU-01

MVERTENTES

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 222 Milliken Boulevard Fall River, MA 02721	CONTACT NAME: Catherine Lawrence PHONE (A/C, No, Ext): (508) 235-2207 FAX (A/C, No): E-MAIL ADDRESS: catherine.lawrence@hubinternational.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td colspan="2">INSURER A : Acadia Insurance Company</td> <td style="text-align: center;">31325</td> </tr> <tr> <td colspan="2">INSURER B : Firemen's Insurance Company of Washington, D.C.</td> <td style="text-align: center;">21784</td> </tr> <tr> <td colspan="2">INSURER C : Navigators Insurance Company</td> <td style="text-align: center;">42307</td> </tr> <tr> <td colspan="2">INSURER D : Continental Western Insurance Company</td> <td style="text-align: center;">10804</td> </tr> <tr> <td colspan="2">INSURER E : American Guarantee & Liability Insurance Company</td> <td style="text-align: center;">26247</td> </tr> <tr> <td colspan="2">INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Acadia Insurance Company		31325	INSURER B : Firemen's Insurance Company of Washington, D.C.		21784	INSURER C : Navigators Insurance Company		42307	INSURER D : Continental Western Insurance Company		10804	INSURER E : American Guarantee & Liability Insurance Company		26247	INSURER F :		
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INSURED Robert B Our Co., Inc. 24 Great Western Road P.O. Box 1539 Harwich, MA 02645																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		CPA1301428-28	12/1/2019	12/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MAA1301440-28	12/1/2019	12/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CH19EXC888710IV	12/1/2019	12/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WPA0316767-20	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater			CIM5182149-15	12/1/2019	12/1/2020	Leased/Rented \$ 500,000
E	Excess Umbrella			AEC4301026-01	12/1/2019	12/1/2020	excess limits \$ 6,000,000

 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Snow Plowing
CERTIFICATE HOLDER**CANCELLATION**
 Harwich Highway Dept.
 P.O. Box 1543
 Harwich, MA 02645-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International New England		License # 1780862	NAMED INSURED Robert B Our Co., Inc. 24 Great Western Road P.O. Box 1539 Harwich, MA 02645
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

*****Additional Policies*****

Contractors Pollution
Carrier: Illinois Union NAIC #33667
Policy # CPYG27416676003 Term: 12/01/2019-12/01/2021
\$2,000,000 Each Occ/\$2,000,000 Aggregate

Motor Truck Cargo
Acadia Insurance Co
Policy # CIM5182149 term: 12/01/2019-12/01/2020
Limit \$500,000 Per Conveyance

Professional Liability
Ironshore Specialty Insurance Co
Policy # 002419004
term : 6/04/2019-6/04/2020
\$2,000,000 Each Claim/\$2,000,000 Aggregate

Installation Floater
Acadia Insurance Co
Policy # CIM5182149 term: 12/01/2019-12/01/2020
Limit \$300,000 Per Jobsite
Deductible \$5,000

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Robert B. Our Co., Inc., with an address of P.O. Box 1539, 24 Great Western Rd., Harwich, MA 02645, hereinafter referred to as "Contractor", effective as of the fifteenth day of November, 2019. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with **SNOW REMOVAL SERVICES FOR MONOMOY REGIONAL HIGH SCHOOL**, including the scope of services set forth in the **PROPOSAL SPECIFICATIONS AND ESTIMATE**.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing November 15, 2019 through April 30, 2020.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the hourly rates outlined in the **PROPOSAL SPECIFICATIONS AND ESTIMATE**.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
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In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

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The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
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The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

N/A

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

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The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

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All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

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The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, and personal liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect auto insurance policies in the amounts here indicated.

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

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This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Scott Our, authorized signatory for the 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.

04-2319318

Social Security Number or
Federal Identification Number

Robert B. Our. cc

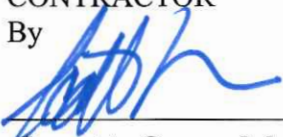
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

By



Scott Our, Manager

Printed Name and Title

TOWN OF HARWICH

by its Board of Selectmen ~~Over~~ \$25,000 *and above per*

Approved as to Availability of Funds:

 (\$ N/A)
Finance Director Contract Sum

by its Town Administrator Under \$25,000


Town Administrator

ROBERT B. OUR CO., INC.

24 Great Western Road, P. O. Box 1539
North Harwich, MA 02645
(508) 432-0530 FAX (508) 432-7057

Proposal

Specifications and Estimate

Proposal submitted to: Town of Harwich		Phone: Chris Nickerson	Date: 10-31-19
Street:		cnickhighway@comcast.net	
City, State, Zip Code:		Job Location: Monomoy Regional High School	
Architect/Engineer:	Date of Plans:	Supervisor: Scott Our	Job Phone:

We hereby propose to furnish materials and labor necessary for the completion of:

Snow Plowing Rates for the Winter of 2019-2020

- Sander: \$88/hr
- Plow: \$85/hr
- Bobcat: \$95/hr
- Large Loader: \$135/hr
- 10 Wheel Truck: \$100/hr
- Straight Salt Sanding: \$135/ton

Minimum number of hours charged: 4 hours for snow plowing

Please Note:

- Buses must be moved from area before sanding or plowing.
- Not responsible for sanding or plowing between them.

WE PROPOSE hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

Payment to be made as follows:

Dollars (\$) _____)

All material is guaranteed to be as specified. All work to be completed in a substantial Workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE: 1-8-20

Signature _____

Signature _____

An interest charge of 1 ½ per month (18% per annum) will be charged on all invoices over 30 days. If any invoice remains unpaid for more than sixty (60) days and is referred to Legal Counsel for collection; then, in addition to the unpaid billing and accrued service charges, the above signed further agrees to be responsible for all costs of collection, including all legal fees incurred by the Robert B. Our Co., Inc.



ROBEBOU-01

MVERTENTES

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 222 Milliken Boulevard Fall River, MA 02721	CONTACT NAME: Catherine Lawrence PHONE (A/C, No, Ext): (508) 235-2207 FAX (A/C, No): E-MAIL ADDRESS: catherine.lawrence@hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Acadia Insurance Company	NAIC # 31325
INSURER B : Firemen's Insurance Company of Washington, D.C.	21784
INSURER C : Navigators Insurance Company	42307
INSURER D : Continental Western Insurance Company	10804
INSURER E : American Guarantee & Liability Insurance Company	26247
INSURER F :	

INSURED
Robert B Our Co., inc.
 24 Great Western Road
 P.O. Box 1539
 Harwich, MA 02645

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		CPA1301428-28	12/1/2019	12/1/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MAA1301440-28	12/1/2019	12/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CH19EXC888710IV	12/1/2019	12/1/2020	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WPA0316767-20	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater			CIM5182149-15	12/1/2019	12/1/2020	Leased/Rented 500,000
E	Excess Umbrella			AEC4301026-01	12/1/2019	12/1/2020	excess limits 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Snow Plowing

CERTIFICATE HOLDER**CANCELLATION**

Harwich Highway Dept. P.O. Box 1543 Harwich, MA 02645-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International New England		License # 1780862	NAMED INSURED Robert B Our Co., Inc. 24 Great Western Road P.O. Box 1539 Harwich, MA 02645
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

*****Additional Policies*****

Contractors Pollution
Carrier: Illinois Union NAIC #33667
Policy # CPYG27416676003 Term: 12/01/2019-12/01/2021
\$2,000,000 Each Occ/\$2,000,000 Aggregate

Motor Truck Cargo
Acadia Insurance Co
Policy # CIM5182149 term: 12/01/2019-12/01/2020
Limit \$500,000 Per Conveyance

Professional Liability
Ironshore Specialty Insurance Co
Policy # 002419004
term : 6/04/2019-6/04/2020
\$2,000,000 Each Claim/\$2,000,000 Aggregate

Installation Floater
Acadia Insurance Co
Policy # CIM5182149 term: 12/01/2019-12/01/2020
Limit \$300,000 Per Jobsite
Deductible \$5,000

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and GFM Enterprises, Inc., with an address of PO Box 1439 South Dennis, MA 02660, hereinafter referred to as "Contractor", effective as of the fifteenth day of November, 2019. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with **SNOW REMOVAL SERVICES**, including the scope of services set forth in the **SNOW REMOVAL CONTRACTOR AGREEMENT**.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing November 15, 2019 through April 30, 2020.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the hourly rates outlined in Appendix A.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

N/A

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, and personal liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect auto insurance policies in the amounts here indicated.

- 1) Bodily injury: Minimum \$250,000 per person and \$500,000 each occurrence
- 2) Property damage: Minimum \$250,000 for each occurrence

3) Town of Harwich additional named as “Additional Insured for snow plowing operations”

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured for snow plow operations and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Jennifer Morris, authorized signatory for the 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.

20-4782462

Social Security Number or
Federal Identification Number



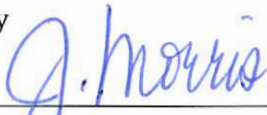
Signature of Individual or
Corporate Name

By: JENNIFER MORRIS
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

By



Jennifer Morris, CEO

Printed Name and Title

TOWN OF HARWICH

by its Board of Selectmen ~~Over~~ \$25,000 *or above*

Approved as to Availability of Funds:

Carl Clark (\$ N/A)
Finance Director Contract Sum

by its Town Administrator Under \$25,000


Town Administrator

APPENDIX A

TOWN OF HARWICH
SNOW REMOVAL HOURLY RATES 2019-2020

PLOWS

<u>CATEGORY</u>	<u>DESCRIPTION</u>		<u>RATE</u>
A	PICKUP W/ 8' PLOW	PU	\$ 78.00
B	1 TON W/ 8' PLOW	1TN8	\$ 80.00
C	1 TON W/ 9' PLOW	1TN9	\$ 90.00
D	F600/F800= 10' PLOW	6W10	\$ 97.00
E	F800= 11' PLOW	6W11	\$ 111.00
F	TEN WHEELER	10W	\$ 122.00

LOADERS

<u>CATEGORY</u>			<u>RATE</u>
I	BOBCAT/UNILOADER	UNI	\$ 86.00
J	LOADER 1.5 YD	L1.5	\$ 110.00
K	LOADER 2.5 YD	L2.5	\$ 130.00
L	LOADER 3 YD	L3	\$ 140.00
M	LOADER 4 YD	L4	\$ 145.00
N	LOADER 5 YD	L5	\$ 150.00
O	LOADER 6 YD	L6	\$ 190.00



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02645

Telephone (508) 430-7555

Fax (508) 430-7598

Town of Harwich Snow Removal Contractor Agreement 2019 - 2020 Winter Season

The Town of Harwich intends to contract for snow plowing on an hourly basis as established on the “**Snow Removal Rates 2019-2020**” sheet, included in this packet as “**Appendix A.**” The winter season for the purposes of this agreement is **November 15, 2019 through April 1, 2020.**

Mandatory Inspection

All equipment to be engaged in plowing must be inspected by the Town at the DPW Garage located at 273 Queen Anne Road prior to plowing. Equipment can be scheduled for inspection by calling (508) 430-7555. All Contractors are required to report with their vehicles, plow and frames mounted.

All plows and heavy equipment must be inspected by **November 15, 2019.**

Contractors whose vehicles or equipment have failed inspection must have the issues repaired or corrected within 7 days of the inspection. Once the repairs have been made, Contractor should call 508-430-7555 to schedule a reinspection.

Mandatory Documents

Contractors are required to provide the Town with copies of the following at the inspection:

- Certificate of Insurance as specified
- Copy of valid vehicle registration
- Snow Removal Contractor Agreement
- W-9
- Plow Application

Contractors must supply and maintain a current valid registration of the specific equipment being inspected and a certificate of insurance naming the Town of Harwich as “Additional Insured for snow plowing operations.”

Insurance Requirements

Contractors must supply and maintain current a certificate of insurance naming the Town of Harwich as “Additional Insured for snow plowing operations.” Minimum certificates of insurance for vehicle liability coverage must meet or exceed the coverage as shown below: (All vehicles must be listed on the insurance certificates).

- Bodily injury: Minimum \$250,000 per person and \$500,000 each occurrence
- Property damage: Minimum \$250,000 for each occurrence
- Town of Harwich additional named as “Additional Insured for snow plowing operations.”
- Workers Compensation coverage for all employees in accordance with Massachusetts General Laws

DPW Obligations to Contractor

- A. The DPW will assign routes to contractors. The DPW will try to leave contractors on their assigned routes for the entire season. However, the DPW reserves the right to reassign routes/contractors for reasons that include, but are not limited to the following:
- a. The operational needs of the Town
 - b. DPW is unable to reach the contractor in a timely fashion, regardless of the reason
 - c. The contractor's equipment is not available or becomes disabled during the operation
 - d. DPW determines that the contractor's equipment is required on a route of higher priority
 - e. DPW determines that the contractor is not making adequate progress during the operation
 - f. DPW determines that contractor has left his/her route without notifying DPW
 - g. DPW determines additional equipment is required to maintain the route
 - h. DPW determines that the contractor's operator needs to stop & rest
 - i. DPW determines that the storm is minimal and can be handled by Town employees

DPW opinion is final, conclusive, and binding in these matters.

- B. The DPW will provide route descriptions to allow for orderly completion of snow removal.
- C. The DPW will assign inspectors to assist contractors and to ensure the timely and satisfactory completion of the routes. The DPW inspectors are the final arbiters regarding if the work is of adequate quality and has been properly completed.
- D. The DPW will be the official timekeeper for all snow removal activities. Payment will be processed on the next available warrant and is not guaranteed for the week that plowing takes place.

Contractor's Obligation to the Town

- A. Contractor's equipment and operators must be available 24 hours per day, seven days per week, including holidays, during the Winter Season as defined on page 1 of this agreement.
- B. Contractor agrees to accept the hourly rates established by the DPW and included as "*Appendix A*" of this agreement.
- C. Contractors will be provided with route descriptions. Operators should familiarize themselves with their routes and note any special instructions listed to help avoid potential hazards and missing streets.
- D. The Contractor must notify the DPW when unable to plow for any reason. Failure to do so may result in the loss of their plow route.

- E. The Contractor, when called for service, shall be responsible to assign and contact their equipment operators to report for service.
- F. Contractor's equipment must arrive for each event in a timely fashion, plows mounted, with a full tank of fuel, and in good working order.
- G. Contractor agrees that private snow removal work will not be performed while on the clock for the Town.
- H. Contractor's operators must have a valid license to operate, without restriction, the vehicle/equipment they are operating during a snow and ice event.
- I. Contractor's operators must have a cell phone at all times during an event to be able to communicate with the DPW. Any changes in phone numbers must be provided to dispatch prior to beginning assignment.
- J. Contractor's operators will obey all traffic regulations, laws, rules of the road, and requirements of this policy at all times during a snow event.
- K. The use of alcohol and/or controlled substances by Contractor/operators during snowplow operations is strictly forbidden. Any contractor/operator suspected of such use will be relieved of duty immediately, and may result in termination of their contract with the Town.
- L. Contractor shall immediately notify the DPW of any vehicle/equipment breakdowns.
- M. Contractor shall immediately notify the DPW of any damage that he/she caused to public or private property during a snowplowing event.
- N. Contractor's Operators shall extend proper courtesy to all citizens and refer them to the DPW Office when demands are unreasonable.
- O. The Contractor and its operators are not employees of the Town of Harwich while performing services under this agreement, but are acting as independent contractors or as an employee of the Contractor.

Termination by the Town

The Town will have the right to terminate this Agreement for any of, but not limited to, the following circumstances:

The CONTRACTOR has:

- a. Failed to fulfill his/her obligations under this Agreement in a timely and proper manner
- b. Violated any of the provisions of this Agreement

Payment

- A. The Town agrees to pay the Contractor in accordance with the hourly rates established by the DPW and included as "*Appendix A*" of this agreement.
- B. Contractors will be guaranteed a minimum of 4 hours of compensation for a snow plowing event.
- C. Contractors who respond within 45 minutes of being called will be paid from the time of the call.
- D. Payment will be processed on the next available warrant if possible, or within 30 days.

Statement of Understanding

I certify that I have read, fully understand, and hereby agree to fully comply with the "**Town of Harwich Snow Removal Contractor Agreement 2019-2020 Winter Season**" during the performance of my assigned duties during various times from **November 15, 2019** through **April 1, 2020**, for the considerations shown on the "**Town of Harwich Snow Removal Hourly Rates 2019-2020**" sheet included as "Attachment A" of this agreement.

By signing this agreement, I also agree to indemnify, defend, and hold harmless the Town of Harwich and all of its officers, agents, and employees against any and all suits, claims, or liabilities of every name and nature, for or on account of any injuries to persons or damages to property arising out of or in consequence of these acts or omissions of the CONTRACTOR in the performance of the work covered by the contract.

Name of Company: GFM Enterprises, Inc.

Print Name and Title: Jennifer Morris, CEO

Authorized Contractor Signature: J. Morris Date: 1-8-2020

Authorized DPW Representative: [Signature] Date: 1-8-20



CERTIFICATE OF LIABILITY INSURANCE

GF MEN-1

OP ID: CY

DATE (MM/DD/YYYY)
06/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern States Insurance Agency, Inc. 50 Prospect Street Waltham, MA 02453	CONTACT NAME: PHONE (A/C, No, Ext): 781-642-9000	FAX (A/C, No): 781-647-3670
	E-MAIL ADDRESS: certificaterequest@esia.com	
INSURED GFM Enterprises Inc. P.O. Box 1439 S Dennis, MA 02660	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ohio Security Insurance Co	NAIC # 24082
	INSURER B: Acadia Insurance Company	31325
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BKS58044964	06/15/2019	06/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS 58044964	06/15/2019	06/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			USO 58044964	06/15/2019	06/15/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWO58044964	06/15/2019	06/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000
B	Equipment Floater			CIM5308293	06/15/2019	06/08/2020	Own/Leas \$ 1,690,414 Rented \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

TOWNOFH

Town of Harwich
 Highway Department
 Queen Anne Road
 Harwich, MA 02645

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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(Please Note: The following statements are an essential part of the permanent note record. Read them carefully before signing this certificate. Advise Locke Lord LLP of any inaccuracy.)

Town of Harwich, Massachusetts

\$22,214,467 Interim Loan Note

CERTIFICATE

We, the Selectmen and the Treasurer of the Town of Harwich, Massachusetts (the "Town"), certify that we have signed the \$22,214,467 zero percent Interim Loan Note (the "Note") of the Town dated August 1, 2019 and payable on the Closing Date. The Note bears the Town seal, which is also affixed to this certificate.

We further certify that Financing Agreement No. CWP-18-23 with the Massachusetts Clean Water Trust (the "Trust"), dated as of December 4, 2019 providing for the Interim Loan evidenced by the Note, and the Project Regulatory Agreement with the Department of Environmental Protection dated as of July 1, 2019 relating to the Project financed by the Note have been signed by the Treasurer or other duly authorized Town official and we hereby confirm those Agreements. Capitalized terms used in this certificate and not otherwise defined shall have the same meanings given those terms in the Financing Agreement and Chapter 29C of the General Laws (the "Enabling Act"). The Financing Agreement and the Project Regulatory Agreement are sometimes referred to collectively in this certificate as the "Agreements".

We, the Selectmen and the Treasurer, also certify as follows:

1. Authority. The Note is issued pursuant to the Enabling Act, Chapter 44 of the General Laws (the "Applicable Bond Act") and votes of the Town passed May 7, 2018 (Article 14) and May 15, 2018 (Ballot Question #1), which authorized a total borrowing of \$24,775,000.

Execution of the Agreements was further authorized by a vote of the Selectmen passed August 12, 2019 (the "Selectmen Vote").

2. Other Debt. No other debt has been incurred under those votes of the Town except a \$14,082,547 interim loan note issued to the Trust which will be renewed with a portion of the proceeds of this issue.

3. Representations under Section 2 of the Terms and Conditions to the Massachusetts Clean Water Trust Financing Agreement.

(i) The Town is a Local Governmental Unit as defined in the Enabling Act with full legal right and authority under the Enabling Act and the Applicable Bond Act to authorize,

execute and deliver the Agreements, to execute, issue and deliver the Note, to undertake the Project, to operate its System and to carry out and consummate all transactions contemplated by the foregoing.

(ii) The Town has duly and validly authorized the execution and delivery of the Agreements and the Note and all approvals, consents and other governmental proceedings necessary for the execution and delivery of any of the foregoing or required to make them the legally binding obligations of the Town that they purport to be in accordance with their terms have been obtained or made.

(iii) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body is pending or, to our knowledge, threatened seeking to restrain or enjoin the execution or delivery or performance of any of the Agreements or the Note or the construction or operation of the Project; or contesting or adversely affecting the validity of the Agreements or the Note or the power of the Town to assess and collect taxes, rates and charges to pay the Payments and all other costs and expenses of the Project and the System; and neither the corporate existence of the Town nor the title to office of any of us or any other Authorized Officer of the Town executing the Agreements or the Note is being contested.

(iv) The authorization, execution and delivery of each of the Agreements and the Note, and performance of each of them, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Town is a party or by which it or any of its properties is bound.

(v) The Financing Agreement and the Note are valid general obligations of the Town, for the payment of which its full faith and credit are pledged, enforceable in accordance with their terms and the terms of the Enabling Act and the Applicable Bond Act, and payable as to principal, premium, if any, and interest (to the extent not paid from other sources) from taxes which may be levied upon all taxable property within the territorial boundaries of the Town, without limit as to rate or amount.

4. No Default. As of this date, no Event of Default or Default, as applicable, and no event which with the passage of time or the giving of notice may become or may be declared to be an Event of Default or a Default, has happened and is continuing under either of the Agreements.

5. Loan Questionnaire. The statements and information set forth in the Loan Questionnaire submitted by the Town to the Trust in connection with the Interim Loan are true and correct in all material respects on this date as if made on this date.

6. Special Conditions. The Town hereby acknowledges the special conditions set forth in Exhibit C to the Project Regulatory Agreement and Schedule B to the Financing Agreement and the Town has satisfied or expects to satisfy all of such conditions and is not aware of any circumstances adversely affecting its expectation of satisfying those conditions.

7. Use of Project and Note Proceeds.

(a) Reimbursement. The proceeds of the Note may be used, in part, to reimburse the Town for capital expenditures previously made for the Project. Any such expenditures were made pursuant to G.L. c. 44, §20A and the rules and regulations of the State Director of Accounts and any such expenditure was documented by a "Report of Advance of Funds in Lieu of Borrowing" filed with the Director. Any such expenditures were made within 18 months prior to this date. At the time of the filing of any report referred to above the Town reasonably expected to reimburse the expenditures with the proceeds of a borrowing.

(b) Prior Bonds or Notes. No proceeds of the Note will be used to pay or retire any bonds, notes or other evidence of indebtedness previously issued by the Town.

(c) No Sale of Project. The Town does not expect to sell any Project prior to repayment of the Note.

(d) Use in Trade or Business. Not more than 5% of the gross proceeds of the Note are to be used (directly or indirectly) in any trade or business carried on by any person other than a state or local governmental unit. (Use in a trade or business includes all activities carried on by the federal government (including its agencies and instrumentalities), by so-called Section 501(c)(3) organizations and by all other nongovernmental entities other than natural persons, but does not include use as a member of or on the same basis as the general public.) The Town does not have or plan to have any contract or other arrangement not applicable to the general public under which a party, other than the Commonwealth or a local governmental unit, is to have the use of the Project or is to make payments based on costs of the Project rather than system costs.

(e) Private Loans. None of the gross proceeds of the Note are to be used by the Town directly or indirectly to make or finance loans to others. (The foregoing representation does not preclude the financing of a Project whose costs are to be paid by betterment assessments over a period of years.)

We, the Selectmen, the Treasurer and the Town Clerk, further certify as follows:

(a) Authorization, Execution and Delivery of Documents. The Financing Agreement, the Project Regulatory Agreement and the Note have been duly authorized, executed and delivered. None of those instruments has been amended or supplemented since its date (except such amendments or supplements which have been approved by the Trust or the Department, as applicable) or repealed and each such instrument remains in full force and effect as of this date.

(b) Open Meeting Law. Except for the town meeting called pursuant to G.L. c.39, §10, all proceedings essential to the issue of the Note and the authorization of the bonds and deliberations of a quorum relating thereto have been taken at a meeting or meetings open to the public; notice of each such meeting was filed in my office and publicly posted in the time and manner set forth in the General Laws, as amended, in effect at the time of each such meeting (Chapter 39, §23B for proceedings occurring prior to July 1, 2010 and Chapter 30A, §§18-25 for proceedings occurring on or after July 1,

2010) or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b); no deliberations, decision or vote in connection with the Note or bonds were taken in executive session and no vote was taken by secret ballot; and the official record of each such meeting was made available to the public and remains available to the public as set forth in G.L. c.39, §23B or c.30A, §§18-25, as applicable.

(c) Signatures and Incumbency. The signatures of the Selectmen and the Treasurer as appearing below are the genuine signatures of the persons who held those offices when the Agreements and the Note were signed and when they were delivered.

(d) Proceedings. No proceeding essential to the execution, delivery or issue of the Agreements and the Note has been repealed or amended except as stated in paragraph (1) above, and no proceedings have been taken relating to the Agreements and the Note other than those certified to Locke Lord LLP.

(e) Bylaws. The bylaws or votes described below are the only bylaws or standing votes of the Town affecting the authorization, sale or issue of the Note, or the authorization, execution or delivery of the Agreements, and there has been no change therein affecting those matters in any way except as may be indicated below:

Code of the Town of Harwich compiled as of March 1, 2010 as amended through Article 52 of the May 6, 2013 Annual Town Meeting.

(f) Home Rule. The Town has not amended its home rule charter, Chapter 18 of the Acts of 2006, except for the amendments by Chapters 97 and 103 of the Acts of 2012, and Chapter 127 of the Acts of 2013, and the Town has not amended or repealed any special law relating to the Town through the use of home rule procedures except by adoption of the charter.

(g) Development Districts. The Town has not established any development districts pursuant to G.L. c.40Q.

(h) Selectmen Vote. Attached hereto is a true copy of the Selectmen Vote, which has not been amended or repealed and remains in full force and effect on this date.

Dated: _____
(Date of delivery of and
payment for the Note - to
be left blank until delivery)

Treasurer

Town Clerk

Selectmen

(Town Seal)

VOTE OF THE BOARD OF SELECTMEN

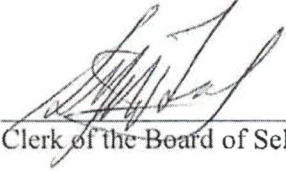
I, the Clerk of the Board of Selectmen of the Town of Harwich, Massachusetts, certify that at a meeting of the board held August 12, 2019, of which meeting all members of the board were duly notified and at which a quorum was present, the following vote was passed, all of which appears upon the official record of the board in my custody:

- VOTED:
- (1) That the Town shall issue a bond or bonds in an aggregate principal amount not to exceed \$24,775,000 (the "Bonds") pursuant to Chapters 29C and 44 of the General Laws and a vote of the Town passed May 15, 2018 (Article 14), excluded from the Limitation of Proposition 2 1/2, so-called, by a vote of the Town passed May 15, 2018 (Ballot Question #1) which authorized a total borrowing of \$24,775,000 for the construction of sewers and other water pollution control facilities identified in such vote (the "Project");
 - (2) that in anticipation of the issuance of the Bonds the Treasurer is authorized to issue an interim loan note or notes (the "Notes") from time to time in an aggregate principal amount not to exceed \$24,775,000;
 - (3) that each Bond or Note shall be issued as a single registered security, and sold to the Massachusetts Clean Water Trust (the "Trust") at a price determined pursuant to the Financing Agreement;
 - (4) that the Treasurer is authorized to determine the date, the form, the maximum interest rate and the principal maturities of each Bond and Note, and to execute a Financing Agreement (or Agreements) with the Trust with respect to the sale of the Bonds and Notes, such date, form and maturities and the specific interest rate or rates of the Bonds and Notes to be approved by a majority of the Board of Selectmen and the Treasurer and evidenced by their execution of the Bonds or Notes;
 - (5) that all action taken to date by the Town and its officers and agents to carry out the Project and its financing, including the execution of any loan commitment or agreement by the Treasurer, are hereby ratified, approved and confirmed; and
 - (6) that the Treasurer and the other appropriate Town officials are each hereby authorized to take any and all actions necessary or convenient to carry out the provisions of this vote, including execution and delivery of the Financing Agreement(s) and the Project Regulatory Agreement(s) relating to the Project.

I further certify that the vote was adopted at a meeting open to the public, that no vote was taken by secret ballot, that notice stating the place, date, time and agenda of the meeting (which agenda included the adoption of the above vote) was filed with the Town Clerk and a

copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decisions in connection with the sale of the Bonds or Notes were taken in executive session, and that the official record of the meeting was made available to the public promptly and remains available to the public, all in accordance with G.L c.30A, §§18-25, as amended. I further certify that the vote has not been amended, supplemented or revoked and remains in effect on this date.

Dated: August 12, 2019


Clerk of the Board of Selectmen

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81198312v.1



Golf Department

Monthly Report for Selectman

January 2020

Golf Operations

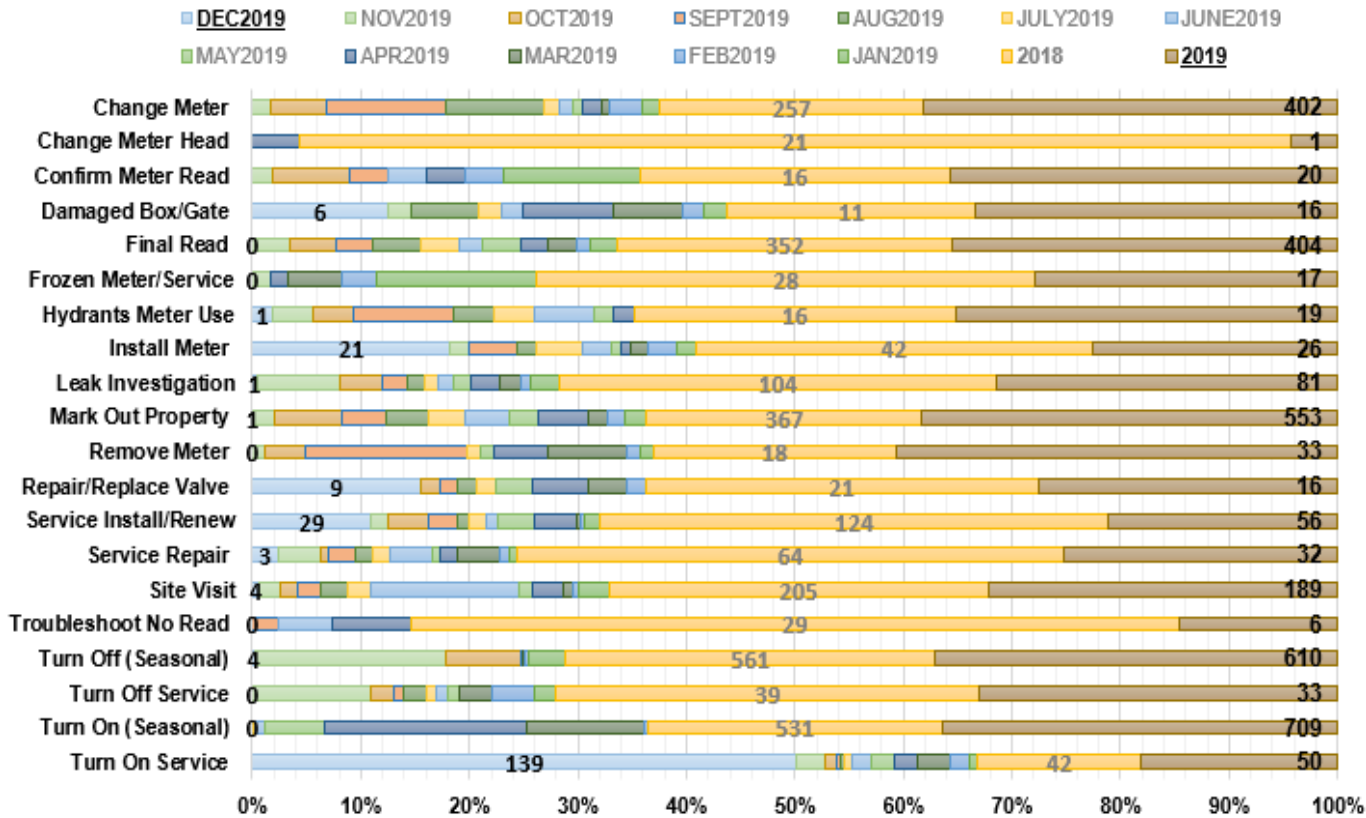
- The golf course closed greens for the winter season on December 9th as is standard practice. Temporary greens are available for play when weather allows. Driving carts are not available in the winter season to golfers.
- The Harwich Golf Committee approved the 2020 Tournament schedule on December 10.
- On December 16th the Selectmen approved rates & fees for the 2020 golf season at Cranberry Valley.
- The pro shop began taking tee-time bookings for 2020 on January 8th.
- Membership purchase and renewal was announced on January 14th.
- Cranberry Valley members who chose to donate their remaining “credit books” for the 2019 season, purchased 3 junior golf sets for the Cranberry Valley First Tee program.

Golf Course Maintenance & Projects

- Eversource approved work order for solar vendor, Greenskies, for interconnection of solar field and cart barn roof. Pending Planning Board approval (1/28), installation of solar, interconnection and installation of new transformer (all at no cost to Town) will occur in July.
- Pending Planning Board approval (1/28), hardscapes in front of clubhouse landscape plan will go out to bid. Landscaping of plan will be completed by golf course maintenance staff.

MONTHLY ACTIVITY REPORT FOR DECEMBER 2019

SERVICE ACTIVITY



CALENDAR HIGHLIGHTS

- December 2019**
- Wastewater Customer Appts (4)
 - Wastewater Mtg; Extend Work Hrs 12/2
 - BCWUA Annual Mtg/Lunch 12/6
 - SewerCAD Mtg w/GHD&Griffin 12/10
 - Budget Review w/ITA 12/11
 - BOWC Meeting 12/12
 - Department Tour 12/13
 - WW P2C2 Kick-Off Mtg 12/17
 - WW P2C1 Progress Mtg 12/17
 - MWWA YP Comm Conf Call; 12/18
 - Tri-Annual DEP Sanitary Survey 12/18
 - S&S Coordination Mtg w/Griffin 12/19
 - DHY Clean Water Community Mtg; 12/20
 - Christmas Holiday

WATER SAMPLES TAKEN

45

MONTHLY PUMPING CHANGE

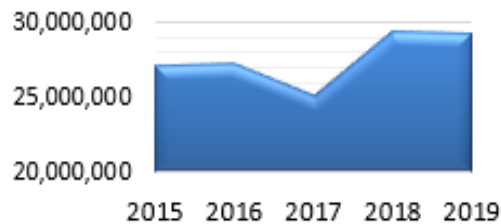
-5.30%

YTD CHANGE

2018 V 2019

-5.44%

WATER WITHDRAWAL (gallons)



RAINFALL (inches)

