

SELECTMEN'S MEETING AGENDA*

Monday, June 29, 2020

Executive Session 6:00 P.M.

Regular Meeting 6:30 P.M.

REMOTE PARTICIPATION ONLY

OPEN PUBLIC FORUM – NEW STEPS – PLEASE READ

For those members of the public wishing to make comment you may do so by;

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

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I. CALL TO ORDER

II. EXECUTIVE SESSION

- A. Pursuant to MGL, c. 30A section 21 (a) paragraph 3 to discuss with respect to collective bargaining for Harwich Employees Association (HEA) and the Highways and Maintenance Employees Association (HMEA) if an open session would have a detrimental effect on the town's bargaining position and the chair so declares;
- B. Pursuant to MGL, c. 30A section 21 (a) paragraph 3 to discuss with respect to collective bargaining for all town unions if an open session would have a detrimental effect on the town's bargaining position and the chair so declares;
- C. Pursuant to MGL, c. 30A section 21 (a) paragraph 2 to conduct strategy sessions for contract negotiations for non-union personnel – Finance Director, Fire Chief-elect and Police Chief

III. PLEDGE OF ALLEGIANCE

IV. WEEKLY BRIEFING

- A. Covid-19 Updates
- B. Update on ongoing efforts by the Town in support of the business community

V. PUBLIC COMMENTS/ANNOUNCEMENTS (Not earlier than 6:30 P.M.)

VI. CONSENT AGENDA

- A. Minutes for Approval:
 - a. October 21 2019
- B. Discussion and possible vote – to approve FY 2021 Visiting Nurse Association (VNA) Contract - \$4,000.00
- C. Discussion and possible vote – FY 2021 Annual Agreement between Town of Harwich and the Animal Rescue League of Boston - \$7,000.00
- D. Discussion and possible vote – Memorandum of Understanding between RSVP of Cape Cod and the Islands sponsored by Elder Services of Cape Cod & the Islands, Inc. and Harwich Council on Aging – 7/1/2020 - 6/30/2023

VII. NEW BUSINESS

- A. Vote to approve - Go Industries DBA Perks - Sunday Entertainment License – Renewal – 1:00 PM – 12:00 AM 545 Route 28, Harwich Port
- B. Vote to approve – Jake Rooney's Restaurant – Weekday Entertainment, 4:00 PM – 10:00 PM outside & 12:00 PM to 12:00 AM inside – recorded or live music – 119 Brooks Road, Harwich Port
- C. Vote to Approve – Jake Rooney' Restaurant – Sunday Entertainment, 1:00 PM – 8:00 PM inside and outside, recorded or live music – 119 Brooks Road, Harwich Port
- D. Vote to approve – 2020 Annual Committee Re-Appointments – As listed in the packet
- E. Discussion and possible vote – Contract Continuation for Interim Assistant Town Administrator – Robert Lawton

VIII. CONTRACTS

- A. Discussion and possible vote – Fire Station #2 – Change Orders - \$16,646.38
- B. Discussion and possible vote – Commercial Marine Insurance Renewal Proposal – 07/01/2020 – 07/01/2021 - \$88,310.00
- C. Discussion and possible vote – Confirmation of Interim Town Administrator's execution of the Comfort Station Janitorial Services contract - \$78,939.00

IX. TOWN ADMINISTRATOR'S REPORTS

- A. 2020 Beach Stickers Sales update
- B. Departmental Reports

X. SELECTMEN'S REPORT

XI. ADJOURNMENT

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

Authorized Posting Officer:

Patricia Macura, Admin. Secretary

Posted by: _____

Town Clerk

Date: _____

June 25, 2020

CONSENT

AGENDA

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
Monday, October 21, 2019
6:30 P.M.**

SELECTMEN PARTICIPATING: Larry Ballantine, Stephen Ford, Donald Howell, Michael MacAskill, Edward McManus.

ALSO PARTICIPATING: Town Administrator Christopher Clark, Assistant Town Administrator Joseph Powers.

Mr. Ballantine reopened the meeting at 6:30 p.m. He explained he first called the meeting to order at 5:15 p.m. for Executive Session. They discussed the matter about complaints that were brought against a public employee. They had a good initial discussion and that discussion will be continued.

WEEKLY BRIEFING

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

Mr. Clark provided an updated and said he understood people are sensitive about the detours, though they will be continuing for some time. This week they will be continuing on Route 137 and Route 39, and that is the anticipation for the next three weeks.

They have tried to avoid, as much as possible, having the construction on those two roadways at the same time. Unfortunately, when doing sewers, you have to pick the low point and then build out from there, so they are beholding to the low point. The low point on Route 39 is Spence's Trace going to the 400 East Plaza. This will be about 22 day's worth of construction on that, and then they will hopefully be out of that area.

Mr. Clark also explained that he put a call into Eversource to discuss the coordination of where they are cutting trees. He appreciates that they are cutting the trees, but he is hoping they will have better coordination from the construction and the tree cutting to limit the number of detours.

PUBLIC COMMENTS/ANNOUNCEMENTS

1. Ms. Carolyn Carey, Director of the Community Center, wanted to announce they had a very successful boutique, with about a 100 people in total that attended. They still have costumes available, if anyone needs one they can be picked up at the front desk of the Community Center. Also, mark your calendars for the Halloween party at the Community Center. It is free, and there will be food and trick-or-treating at every door.
2. Mr. McManus announced that on Wednesday, October 30th at 6:30 p.m. at the Community Center, the Harwich Cranberry Festival Committee will be having their monthly meeting. They are looking for additional volunteers. It is becoming more difficult with the number of volunteers they have, and need more people to be able to continue the festival in a safe manner.
3. Mr. Howell would like to remind everyone that the Cape Cod Commission is coming down tomorrow at 5 p.m. at the Community Center, to hold the first in the series of hearings on the DCPC for Captain's Row.

CONSENT AGENDA

1. Vote to confirm the recommendation of Police Chief David Guillemette to appoint Jack Burns as a part time Special Police Officer effective October 21, 2019 with an hourly rate of \$21.00

Mr. Howell moves to confirm the appointment of Jack Burns as a part time Special Police Officer effective October 21, 2019 with an hourly rate of \$21.00, at the recommendation of Police Chief David Guillemette. Seconded by Mr. MacAskill. All in favor. Motion carried by unanimous vote.

PUBLIC HEARINGS/PRESENTATIONS

- A. Presentation – Dockside Seafood Shack first season overview – Joe Griffiths to present

Mr. Clark introduced that the Harbormaster, John Rendon, and Joe Griffiths were present.

Mr. Joe Griffiths was happy to let the Board know that they had a wonderful first year. They had a few hiccups and a few complaints early on, but they ended up serving 32,000 people through the season. Also, they had no incidents relative to food poisoning or liquor violations etc. The future looks bright at Saquatucket. He is anticipating a 20 to 25% increase going into the 2nd year. The cooperation of the staff was outstanding, and their good working relationship with the harbor.

Mr. Griffiths explained to the Board of Selectman that he had a check to present to them for the percentage of the rent increase over the base rent. The base rent is \$24,000 per year and he had a check for \$8,500, which represents the increase over the base for the first year of operations. They did fall about 5% short, he felt due to the post Labor Day wind and rain, which were factors that you can't control. But overall the summer weather was very good.

Mr. Ballantine asked if parking was an issue. Mr. Griffiths said, he had not heard of any issues with the parking, except for the July 4th weekend and Labor Day weekend, they did run out of parking. The biggest problem with parking seems to be that cars parked all day long to go on bus trips. Though parking overall was ok and they will be addressing the issues with the long term parking.

Mr. McManus said he enjoyed going there and watching the harbor, and it is as nice as the golf course. Harwich has two of the best outdoor eating destinations.

NEW BUSINESS

A. Annual Meetings with the Board:

1. Harwich Accessibility Rights Committee

W. Matthew Hart, Chairman Harwich Accessible Rights Committee, said that he was in Boston for the hearing about the Stone Horse Dormitory. They made some concessions and it is moving ahead. Mr. Ballantine also commented that the owner has offered a couple of those rooms for disabled Veterans, which is very important.

Mr. Hart then presented the annual report for the Harwich Accessibility Rights Committee (HARC) for 2019. The mission is to advise and guide the Town of Harwich and the general public regarding issues of disabilities and accessibility as ordered by the Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board. Also, the Harwich Accessibility Rights Commission provides information and referral services to residents and visitors. They work closely with the local Harwich churches, elderly services, and the Veterans Agent.

The definition of an elderly, or senior citizens to HUD is anyone over 62½ years of age; the percentage, per capita in Harwich is one of the highest in the state, and it is growing. As far as the disability status, Harwich has an elevated level of individuals with special needs. In 2014, looking at the noninstitutionalized Harwich population, 12%, were individuals that claimed some type of disability, this was up from 9.3% in 2000. Today the population is about 12,220. However, it can swell to three times that in the summer and that includes people with NEEDS accessibility.

For those Harwich residents that are under 18 years of age; 4.8% claimed a disability. In the 18 to 64 age range, of Harwich residents, 10.7% claimed a disability.

Regarding the Harwich population of persons 62 years of age or older, which is over 31% of our residents; 12% of those in that age group claim some type of disability. These levels of over 12% disability, particularly of those of seniors, represent a significant need for requirements of ADA approved accessibility within the entire Harwich community. These percentages are high in comparison to the 9.3% level for the state.

The HARC currently has only three active members. They have openings for two full-time members and two alternate members. The current members have been active, professional and an asset to the Town of Harwich, but it is not enough. Because so many Harwich residents go south in the winter, the two alternate members are a critical element in maintaining a quorum. Over the past year, six of the monthly meetings were canceled due to a lack of a quorum.

Two years ago, HARC participated in an ADA self-evaluation and transition engagement, which is required in every community in the United States. As a result of this evaluation, that was conducted by ADA Certified

Consultants, HARC was made aware of 271 ADA violations, which were mostly parking signs. The Town of Harwich is in the process of becoming ADA compliant.

Mr. Hart is concerned because of the limited HARC membership, that they do not have the ability to perform the assigned duties. Therefore, he would like to invite any and all interested individuals, that would like to participate in the meetings, and those interested in becoming an active HARC member, to join them. It is just one meeting a month for about 45 minutes and primarily listening to people who have a complaint or a need. Mr. Ballantine has been a huge help and support.

Mr. Ballantine added his plea that they need to add more people to HARC. It is part of the law and it is needed to help those with disabilities. It is a good group. Please join up! Mr. Howell said that for those who don't remember this Mr. Hart dragged this committee up almost single handedly and turned it into HARC. He does need help.

2. Waterways Committee

Mr. Hart began this report by thanking the Board for their support and has been thrilled with the success. It is a beautiful harbor and thanks to John Rendon.

They had another successful year of progress and growth thanks to Harwich residents, Board of Selectmen, the Harbormaster, the Department of Natural Resources and the Waterways Committee. This includes successful openings of the Seafood Shack, the Artist's Shacks and the landside projects.

The Waterways Committees have worked closely and successfully with the local boaters, Board of Selectmen and Harbormaster to achieve and exceed the committee's objectives and goals. The meetings were well attended.

For the maritime assistance and public safety areas; there were (25) tows, (3) groundings, (2) capsizing, (4) dewatering, (1) medical and (9) miscellaneous, for a total of (44) incidents.

For the dredge projects, Barnstable County conducted the following two dredge projects; 4,372 cubic yards were removed from Round Cove and nourished bay public beaches and Wequassett barrier beach. The other is Allen's Harbor channel, where 7,650 cubic yards were removed. The hope is that they will not have to do this every year. The Allen's Harbor channel also included the nourishment of Grey Neck, Earl Road and Wah Wah Taysee public beaches. The MassWorks grant funded 50% of Allen's Harbor project.

The Harbor Management Plan (HMP) had the following changes approved by the Board of Selectmen; adding an annual town fee for class F and D permit holders, the ferry and boats, adding new winter term rates for the recreational boaters, and they made change to the vessel length overall definition.

For the budget, the Harbormaster Department had \$1.3 million in revenue for the first physical year of 2019 which was a \$162,000 increase over the previous year. The Saquatucket Marina Landside Project was completed and had its first season with the opening of the Dockside Snack Shack, the Seaside Marketplace, the Artisan Sheds and the ferry and passenger boat ticket sheds.

The project plans for 2019 and 2020 will consist of the following: 1. The Round Cove ramp replacement and vehicle access, the permitting and design for this is ongoing, 2. The Allen's Harbor jetty rehab, which will have the site investigation, permitting and design commencing on October 30th, 3. The Wixon dock landing upgrades, design adjustments are being worked on by the Town Engineer, and 4. the completion and relocation of the new Harbormaster Maintenance Building.

Mr. McManus finished with an overwhelming thanks for Mr. Hart's 25 years of leadership.

3. Affordable Housing Committee

Mr. Arthur Bodin, Chair of the Affordable Housing Committee, said his presentation has to do with the Housing Committee and the Affordable

Housing Trust. He has voiced his concern in the past of the role of the Housing Committee and now the town has a fully operational Housing Trust, which means there are two entities here.

It appears that the Housing Committee members are only observers in the housing initiatives. To keep up with all things housing, he attends the Housing Trust Meetings, as well as all the Real Estate and Open Space Committee Meetings, which they have extended a hand for him to join them. At times he has voiced to his concerns and opinions, when appropriate. He has also been attending the Lower Cape Housing Institute sessions. The most recent session dealt with the towns creating a partnership with their Housing Trust and Housing Committees. Town after town these committees are working together. It is important that each committee has a part and the town's people should be made aware of this partnership.

Mr. Bodin said that the initial areas that should fall under the Housing Committee goals, are the outreach programs and research programs. These are two items, but it is not limited to just these two. Also, the Housing Trust is in the process of formulating an action plan, and he feels that the Housing Committee should be a part of this. He is looking to start the conversation about the trust and the housing committee.

Mr. Ballantine would like to schedule a meeting between the two groups. Mr. Howell added that in the process of developing an action plan, the Housing Trust will be contracting that out, to have it done by people who have done this before, so they will get an input.

B. Accept the gift of artwork - The Bottle Project

Mr. Clark said that he had some discussions with the staff and Ms. Carey and because Ms. Hartman has an art studio in the cultural center, they believe she will find a location there to house the art work.

Mr. MacAskill moves to accept the gift of artwork the Bottle Project and hang it where appropriate in the Cultural Center. Mr. Howell seconded. All in favor. Motion carried by unanimous vote.

- C. Request for approval for one (1) day Entertainment License for the Winstead Inn and Beach Resort. Live music (3 person combo) and amplification. The event will be held on Saturday, October 26, 2019 from 5:00 pm to 10:00 pm.

Mr. MacAskill moves to approve the one (1) day Entertainment License for the Winstead Inn and Beach Resort. Live music (3 person combo) and amplification. The event will be held on Saturday, October 26, 2019 from 5:00 pm to 10:00 pm. Seconded by Mr. Howell.

Mr. Ballantine added that they have all the necessary documentation and police reports, so it has been well vetted. Mr. MacAskill also added, that due to the noise issues in Harwich Port, they should be sure to tell them what the noise bylaws are. All in favor. Motion carried by unanimous vote.

- D. Vote to approve Seaside Market Application, Schedule and Rental Agreements for 2020

Mr. Clark invited Ms. Carolyn Carey, Director and Ms. Erica Strzepak, Program Aide of the Cultural Center to provide an overview of the Seaside Market application, schedule and rental agreements for 2020. Mr. Clark said that the Board approved this last year, but they want to make some changes and they want to make sure the board is aware of this and will approve it.

Ms. Carey said that they are going to do a quick synopsis of where they ended up and they showed a video of the marketplace to give an idea of what was happening down there. As they found out, there were some things they needed to change. They did not change the contract at all, things they did change were the start times. They were opening at 9am, but will change to 10am, because they learned that no one comes before then. They are going to remove the application fee and just add it to the overall payment. Eliminating that, will be cleaner for the accounting procedure. Also, they can't have open flames and put a move-in start time and move-out time.

A couple of housekeeping items, they would like consider adding a rental for the season, as an anchor. Orleans has done this and it has been successful. Also, the application has the dates of the shoulder season for weekend rentals.

Mr. MacAskill moves to approve the Seaside Market Application, Schedule and Rental Agreements for 2020. Seconded by Mr. Howell.

Ms. Cynthia Hartman, local artist, said she had a week at the marketplace and it was successful. She was happy to be able to talk to the community and shared how much the community loved it. As an artist she couldn't be happier.

Ms. Julie Cavanaugh of East Harwich, said that they did a tremendous job down there and kudos to the hard work. It has been a great summer.

All in favor. Motion carried by unanimous vote.

CONTRACTS

- A. Award bid to Robert B. Our, Co., Inc. and vote to approve – Catch Basin Replacement & Drainage Infrastructure Installation (Unit Price Work) Contract - \$394,200.00

Mr. Powers explained the bid process that Griffin Ryder and he went through. The bid resulted in two prequalified contractors coming back, and Robert B Our was determined to be the responsive bidder. It has been vetted by both counsel and the accountant and it is recommend that the Board approve as presented.

Mr. McManus moves to award the contract for drainage Catch Basin Replacement & Drainage Infrastructure Installation (Unit Price Work) Contract - \$394,200.00. Seconded by Mr. Ford. All in favor. Motion carried by unanimous vote.

OLD BUSINESS

- A. Vote to approve an Annual, On-Premises, Farmer Series Permit for Wines – First Crush Winery

Mr. MacAskill moves to approve an Annual, On-Premises, Farmer Series Permit for Wines – First Crush Winery

Mr. Howell asked if this is to amend the existing permit, which Mr. Ballantine confirmed. Seconded by Mr. Howell.

Mr. McManus said it is wonderful how the winery helps with fundraising and events with the town. Mr. Puzio said he is very proud of how they have evolved since their inception in 2012. They often get positive comments for what they do in Harwich and are very pleased to get to the next level. It is not a destination for the evening, but for those that request a glass of wine subsequent to just a tasting, it would be nice to offer it.

All in favor, motion carried by unanimous vote.

TOWN ADMINISTRATOR'S REPORTS

A. Playground update – Line of demarcation

Mr. Clark had an update for the Board, on where the playground sits. In the materials provided, is the agreement and the line demarcation. There is a tour this Thursday at 10 a.m., which has been posted. He and the Superintendent will be attending, but the more eyes the better.

Mr. Clark, also reported on the struggle they have had with Eversource up at the golf course. They have reached an agreement, from the original charges of \$271,000. Eversource has agreed that it will be within \$50,000. Now it is viable to move forward.

Also, on the good news front, from Sarah Peake's office, the House has passed the tornado relief, upwards of \$3 Million. The town had put in a request for \$1.2 Million. They should be in that neighborhood and should be able to reimburse the expenses from the storm. It was passed by the House and now needs to go on to the Senate and then get approved by the Governor. The Governor has been a strong supporter and we are headed in a good direction to offset the costs.

Mr. Ballantine asked about the landfill and what has been done with the mountain of wood chips from the storm. Mr. Clark said that they have been converted into two types of resources, a compost pile and mulch piles. The piles are out there, available and free for residence.

B. Departmental Reports

No report.

SELECTMEN'S REPORT

Mr. McManus said that the storm reimbursements was another important thing that happened with State Representative Sarah Peak, and she was able to bring the Speaker of the House down and got his support too.

Mr. Howell again wanted to remind everyone about the DCPC meeting about Captains Row, which is on Tuesday, October 27th at 5 p.m. at the Community Center and then he was corrected that it will be held in the Griffin Room at Town Hall.

ADJOURNMENT

Mr. MacAskill moved to adjourn at 7:24 p.m. Mr. Howell seconded. Motion passed unanimously.

Respectfully submitted,

Lisa Schwab
Administrative Assistant

Memo

To: Harwich Board of Selectmen
From: Harwich Board of Health
CC: Visiting Nurse Association
Date: June 19, 2020
Re: FY21 VNA Contract

Enclosed please find 2 originals of the proposed VNA contract for FY21. The contract has been reviewed by the Board of Health with a recommendation to forward to the Board of Selectmen for authorization. The amount of \$4,000 has been appropriated in the FY21 budget for this purpose. The Chairman's signature is required to approve this document with an original to be sent to the Town Accountant and VNA with a copy forwarded to the Board of Health.

The customary services performed under this contract are providing staff and medical direction for clinics; monthly childhood immunization clinics; childhood lead screening services; homebound patient/discharge patient evaluation for services; communicable disease investigation and a variety of education and screening services.

Kindly contact the Health Director should you require any further information on this matter.



VISITING NURSE ASSOCIATION

Member Cape Cod Healthcare

This agreement (the "Agreement") is made between the **Visiting Nurse Association of Cape Cod, Inc.** (the "Agency"), a private non-profit corporation operating in accordance with the recommended standards and procedures of the Massachusetts Department of Public Health, with a place of business at 255 Independence Drive, Hyannis, MA. 02601, and the **Town of Harwich** through the **Harwich Board of Health** (the "Town").

WHEREAS, the Agency is in the business of providing public health care services; and

WHEREAS, the Agency is a licensed visiting nurse association that provides services to patients in patient's homes; and

WHEREAS, the Town wishes to obtain the benefit of the Agency's nursing and wellness services for the residents of the Town.

NOW THEREFORE, in consideration of these premises, the parties hereto agree as follows:

A. DUTIES OF THE AGENCY

1. The Agency shall furnish such services as recommended by the Town consistent with the recommended practices of the Massachusetts Department of Public Health and the Visiting Nurse Association of Cape Cod, Inc. These services will generally include:
 - a) Maternal and Child Health Services to include: visits to newborns and mothers on referral with follow-up home visits according to adjudged need; office visits for the purpose of childhood immunization; and social work assessment visits to families with identified needs. Maternal and Child Health visits are not to exceed three (3) visits per admission in a calendar year per individual without the Town's approval.¹
 - b) Health Promotion: health and wellness teaching in relation to both physical and mental health for all age groups. Immunization clinics held as necessary for children and adults.
 - c) Communicable Disease Surveillance and follow-up investigation including immunization clinics as deemed necessary by MADPH and Harwich BOH. TB contact testing; DOT; Public Health Nursing Case-management in cooperation with MADPH TB surveillance and Epidemiology

¹ In instances where services are necessary for a longer duration and no means of Third Party Payment are available, the case will be referred to the Health Director to assess the Town's commitment to continued services or VNA referral to other appropriate sources.

2. Supplies or Equipment: The Agency will provide the required perishable supplies for all Public Health Services provided to the Town by the Agency as a part of the approved appropriation.
3. The Agency shall maintain licensing/accreditation/certification.
4. The Agency shall invoice the Town monthly for services performed with a statement detailing the type of services performed.

B. DUTIES OF THE TOWN

1. The Town agrees to give the Agency as much advance notice as possible of the Services and Supplies that residents served pursuant to this Agreement may require.
2. The Town will provide assistance to the Agency in carrying out recommended Board of Health programs and policies.
3. The Town will pay the Agency for approved services and supplies rendered to residents of the Town in accordance with the charges detailed in the attached Addendum A within thirty (30) days of receipt of invoice.

C. MUTUAL DUTIES/AGREEMENTS

1. The amount of time provided for the services to the Town will be adjusted so that the charges for these services will not exceed the appropriation for these services. The Appropriation for July 1, 2020 through June 30, 2021 is \$4,000.00 as defined in Addendum A. All individual records will be maintained in The Agency's office and will be available for review by the Town.
2. Services performed by the Agency will be for Town residents only. Referrals may come from town residents or a party related to the resident including but not limited to the Town.
3. The Agency and The Town shall each maintain or cause to be maintained at no expense to the other, professional malpractice and general liability insurance for itself and its employees, in form and substance acceptable to the other, and in amounts customary to the nature of each party's obligations hereunder. Upon request, each party shall furnish to the other a current certificate of insurance. Each party shall provide the other with thirty (30) days advance written notice of any proposed alteration, non-renewal, or cancellation of insurance required hereunder. Each party shall promptly notify the other of any claim or suit alleged to arise out of any activity or activities undertaken pursuant to this Agreement.
4. The Town shall indemnify and hold harmless the Agency, its officers, director, agents, and employees from any and all injuries, losses, claims, actions, or damages to any person or property, and all costs, expenses, including reasonable attorneys' fees, or other

liability incurred by the Agency that are caused by the negligence of the Town, its employees, or its independent contractors (with the exception of the Agency) occurring in connection with the subject matter of this Agreement.

5. The Agency shall indemnify and hold harmless the Town and its partners, officers, agents, and employees from any and all injuries, losses, claims, actions, or damages to any person or property, and all costs, expenses, including reasonable attorneys' fees, or other liability incurred by the Town that are caused by the negligence of the Agency, its employees, or its independent contractors occurring in connection with the subject matter of this Agreement.
6. It is expressly understood and agreed that this Agreement does not intend and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the Town and the Agency, but rather, is an agreement by and between the Town and the Agency as independent contractors.
7. This Agreement will terminate upon the occurrence of any of the following events, whichever transpires first:
 - a. One year from date herein.
 - b. Depletion of the allocated funds.
 - c. By either party upon sixty (60) days written advance notice.

D. MISCELLANEOUS

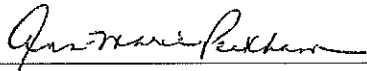
1. Any notice required to be given hereunder shall be provided by registered or certified mail, postage prepaid, addressed to the parties at the respective addresses stated at the beginning of this Agreement or such other person or address as either party may from time to time designate by written notice to the other party. Notice shall be deemed given when deposited with the United States mails in accordance with the provisions of the preceding sentence.
2. This Agreement shall be deemed to have been entered into in the Commonwealth of Massachusetts and its interpretation, construction, and enforcement shall be determined pursuant to the laws of that Commonwealth.
3. If a court of competent jurisdiction holds any provision of this Agreement in violation of any applicable law, the remaining provisions shall be enforced and remain in full force and effect to the extent they are not unlawful or unenforceable.
4. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement and all rights under it shall be assignable by either party only with the prior written consent of the other party.
5. Captions contained in this Agreement are inserted only as a matter of convenience and

in no way define, limit, or extend the scope or intent of this Agreement or any provision thereof.

6. Where appropriate, references in the plural shall be construed as being in the singular and references in the singular as being in the plural.

IN WITNESS WHEREOF, authorized representatives of the parties have signed this Agreement.

**VISITING NURSE ASSOCIATION
OF CAPE COD**



**Ann-Marie Peckham/President
Visiting Nurse Association of Cape Cod**

5/20/20

Date

**Larry Ballantine, Chair
Harwich Board of Selectmen**

Date

ANIMAL RESCUE LEAGUE of BOSTON



AGREEMENT

THIS AGREEMENT made this first day of July, 2020 between the Town of Harwich, Massachusetts, hereinafter called the "Town," acting by its Selectmen pursuant to power vested by Section 151 of Chapter 140 of the General Laws, as amended, and the Animal Rescue League of Boston, hereinafter called the "League", a charitable corporation organized and existing under the laws of the Commonwealth of Massachusetts exclusively for the purpose of protecting animals from cruelty, neglect or abuse.

1. The League agrees that it will confine such stray and unlicensed dogs as may be delivered to it by an authorized agent of said Town at the League shelter on Route 6A in East Brewster for the legal impounding period as set forth in Chapter 140 of the General Laws, as amended, unless sooner reclaimed by the dog's owner or keeper. At the end of the legal impounding period the League will make such disposition as it deems appropriate for any dogs not so reclaimed.
2. The Town agrees to pay the League at the rate of Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$583.34) per month for a total of Seven Thousand Dollars (\$7,000.00) for services rendered by it as specified in Item One above.

Such payments are to be made on a quarterly basis in the amount of \$1,750.00 each upon receipt of a bill for such services from the league.

3. A person claiming an impounded stray dog shall pay the League a fee of \$50.00 for the first day and \$25.00 per day thereafter for the care of such dog.
4. This Agreement shall continue in force for a period of one year from 12:01 A.M. on July 1, 2020 to 12:00 Midnight on June 30, 2021, unless sooner terminated by the League giving notice to the Town, or the Town giving notice to the League, of its intention to terminate this Agreement on a date which is specified in such notice, and which shall not be less than thirty (30) days after the date of sending of such notice.
5. During the term of this agreement the League agrees to maintain insurance coverage in the following amounts:

General Comprehensive Liability

Bodily Injury

Not less than \$1,000,000.00 per occurrence or

	\$1,000,000.00 in the aggregate.
Property Damage	Not less than \$1,000,000.00 per Occurrence or \$1,000,000.00 in the aggregate.
Worker's Compensation	Minimum limit of \$500,000.00

The Town shall be named as an additional insured on the aforementioned policies, and the League shall be required to provide the Town with a certificate of such insurance, at the time of the execution of contract.

6. The League agrees to indemnify and render harmless the Town for any and all claims of every name and nature as may arise during the term hereof or at any time thereafter as a result of or related to the services to be provided by the League hereunder. No person providing service hereunder shall under any condition be considered an employee of the Town but rather shall be an employee of the League. For purposes of this Agreement and of this paragraph, the term claim shall include but not be limited to medical and workmen's compensation matters.

The following completed forms will become a part of this contract: Certificate of Non-Collusion, Statement of Tax Compliance and Acknowledgement of Principal.

IN WITNESS WHEREOF the Town of Harwich has caused this instrument and one of like tenor is executed by the Town Administrator and the Animal Rescue League of Boston has caused said instrument to be executed by Constance de Brun, Chief Financial and Operating Officer, thereunto duly authorized.

Date

6/18/20
Date

TOWN OF HARWICH

ANIMAL RESCUE LEAGUE of BOSTON

BY: _____
Town Administrator

BY: B _____
Chief Financial and Operating Officer

APPROVED AS TO APPROPRIATION:

BY: Carl Cook
Town Accountant
012102/538000
67,000-

SOURCE: _____

TOWN OF HARWICH STATEMENT OF STATE TAX COMPLIANCE AND
CERTIFICATE OF NON-COLLUSION

Project Name: The Animal Rescue League of Boston

Pursuant to Chapter 233 of the Acts of 1983, section 49A(b), I, Constance de Brun, acknowledge that I am the authorized signatory for The Animal Rescue League of Boston, whose principal place of business is at 10 Chandler Street, Boston, MA 02116, and as such, do hereby certify under the pains of penalties of perjury that this company has complied with all laws of the Commonwealth relating to taxes. Further the undersigned hereby certifies that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature  Date 6/18/20

Type/Title Chief Financial and Operating Officer

Social Security or Federal ID Number 04-2103714

Subscribed and sworn to this 18 day of JUNE, 2020


Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of Massachusetts

F.I.D. 04-2103714

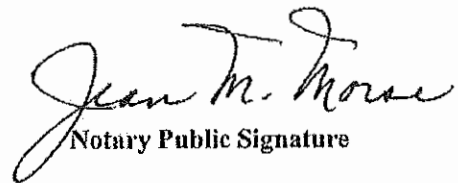
County of Suffolk

On this 18 day of June, before me personally came and appeared Ms. Constance de Brun to me known, who being by me duly sworn, did depose and say to me she resides at 10 Chandler Street, Boston, MA 02116, that she is Chief Financial and Operating Officer of the Animal Rescue League of Boston, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that one of the impressions affixed to said instrument of such seal; that it was so affixed by the order of the directors of said corporation, and she signed her name thereto by like order.



Contractor's Signature

(SEAL)



Notary Public Signature

My Commission expires on: April 6, 2023

Patti Macura

Subject: FW: Dog contract renewal

From: Constance de Brun [<mailto:cdebrun@arlboston.org>]

Sent: Thursday, June 18, 2020 3:34 PM

Subject: Dog contract renewal

Attached please find the renewal contract for impoundment services for 2020-2021. We are able to hold the rates to what they were last year. Please sign and return to me; via email is fine if that works for you. We look forward to continuing our successful partnership with the Town of Harwich.

Be well,
Constance

CONSTANCE DE BRUN

Pronouns: she/her/hers.

Chief Financial & Operating Officer

ANIMAL RESCUE LEAGUE of BOSTON

(617) 426-9170 x158

www.arlboston.org

[Donate to animals in need today!](#)

RSVP of Cape Cod and the Islands Memorandum of Understanding

This Memorandum of Understanding (MOU) contains basic provisions, which will guide the working relationship between both parties. It is entered into by and between **RSVP of Cape Cod and the Islands**, sponsored by **Elder Services of Cape Cod and the Islands, Inc.** and the following agency and/or entity (the "Station"):

Station Name: Harwich Council on Aging EIN: 046-001-175
Station Site Address: 100 Oak Street Town: Harwich State: MA Zip: 02645
Station Mailing Address: 100 Oak Street Town: Harwich State: MA Zip: 02645

RSVP of Elder Services of Cape Cod and the Islands, Inc. and the *Station* may be referred to herein as the "Parties."

This MOU is effective on the day it is signed: From 7/1/2020 through 6/30/2023. This MOU may be amended in writing at any time with the concurrence of both parties, and must be renegotiated at least every three (3) years to match the RSVP grant.

Basic Provisions

RSVP of Elder Services of Cape Cod and the Islands' Responsibilities:

1. Recruit, enroll and interview RSVP volunteers.
2. Refer RSVP volunteers to the Station.
3. Review acceptability of volunteer assignments.
4. Instruct RSVP volunteers in proper use of volunteer timesheets, reimbursement guidance and the RSVP procedures.
5. Provide the RSVP orientation to the Station staff prior to placement of volunteers and at other times as needed.
6. Initiate publicity regarding RSVP.
7. Furnish accident, personal liability and excess automobile insurance coverage for enrolled volunteers required by the RSVP policies. The insurance provided by the sponsor is secondary coverage and is not primary insurance.
8. Periodically monitor volunteer activities at the Station to assess and/or discuss needs of volunteers and the Station.
9. Staff an Advisory Council to RSVP. Along with the Advisory Council, arrange for appeals procedure to address problems arising between the volunteer, the Station and/or RSVP, if applicable.
10. Arrange for appropriate RSVP recognition.
11. Coordinate with other volunteer and aging programs in the area to foster effective communication and avoid duplication.

12. Reimburse RSVP volunteers for transportation costs between their home and Volunteer Station in accordance with RSVP policies and availability of funds (if applicable).
13. Provide photo identification for volunteers if not provided by the station.

The Station's Responsibilities

1. Interview and make final decisions on assignments of RSVP volunteers.
2. Perform, if required for a particular assignment, background or other screenings.
3. Conduct orientation, in-service instruction and/or special training necessary for volunteers to complete volunteer assignments. All trainings shall be provided at no cost to the volunteer.
4. Furnish volunteers with materials required for assignment. These materials may include Station uniform and photo ID.
5. Provide supervision of volunteers on assignments. (Supervisor name and contact information on next page.)
6. Provide volunteer assignment descriptions for each volunteer opportunity at the Station.
7. Provide for adequate safety of volunteers and submit an annual Safety and Accessibility form upon request to RSVP of Elder Services of Cape Cod and the Islands.
8. Investigate and report any accidents and injuries involving RSVP volunteers immediately to RSVP of Elder Services of Cape Cod and the Islands. All reports shall be submitted in writing.
9. Specify, either by written information or verbally, that RSVP volunteers participating in the Station's programming are in publicities featuring such volunteers. Display an RSVP placard where it may be viewed by the public.
10. **Reports:** The Station Representative shall:
 - a. **Timesheets:** Report volunteer hours on a monthly basis on or before the 10th of the following month (insurance coverage is only effective with verified records of hours served).
 - b. **Progress Reports:** Stations are requested to complete a short bi-annual survey, provided by RSVP, documenting the impacts of services provided by volunteers.
 - c. **In-Kind Documentation:** Provide documentation of in-kind contribution(s) (meals, uniforms, mileage reimbursement, training expenses) and verification to help RSVP meet its local match of 30%.

Other Provisions

1. **Separation from Volunteer Service:** The Station may request the removal of an RSVP volunteer at any time. An RSVP volunteer may withdraw from service at the Station or from the RSVP at any time. The RSVP staff, the Station staff and volunteers are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another station.
2. **Letters of Agreement:** When in-home assignments of volunteers are made, a letter of agreement will be signed by the parties involved. The document will authorize volunteer service in the home and identify specific volunteer activities, periods and conditions of service. A blank copy of the letter of agreement shall be accessible at the RSVP Office.
3. **Religious/Political Activities:** The Station will not request or assign RSVP volunteers to conduct or engage in religious, sectarian or political activities.

4. **Displacement of Employees:** The Station will not assign RSVP volunteers to any assignment which would displace employed workers or impair existing contracts for services.
5. **Compensation:** Neither the Station nor RSVP will request or receive compensation from the beneficiaries of RSVP volunteers. RSVP volunteers will not receive a fee for service from beneficiaries.
6. **Accessibility and Reasonable Accommodation:** The Station will maintain the programs and activities to which RSVP volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental and cognitive impairments or addictions and disease) and/or limited English language proficiency, and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
7. **Prohibition of Discrimination:** The Station will not discriminate against RSVP volunteers or in the operation of RSVP on the basis of race, color, national origin (including limited English proficiency), sex, sexual orientation, age, political affiliation, religion, or on the basis of disability if the volunteer is a qualified individual with a disability.
8. **Termination of MOU:** This MOU may be terminated at any time by either party by sending written notice of termination of the MOU to the other party. This MOU shall be reviewed at least every three (3) years by the Parties.
9. **Signatures:** By signing this MOU, the Station, through its authorized representative, self-certifies that it meets the requirements necessary to become a RSVP Station.
10. **If meals are provided by the Station to RSVP volunteers, please complete this portion:**

Contributed meals are **FEDERALLY FUNDED** under:

Title III of the Older Americans Act

Other (federal) funding source: _____

Contributed meals are **not provided by FEDERAL FUNDS.**

Meals will be provided to RSVP volunteers at a free or reduced price of \$ _____ when _____ hours of service have been or will be volunteered during that day. The value of the meal provided is \$ _____ each. (RSVP will utilize this information to meet its local in-kind match.)



For All Stations

Volunteer Supervisor [Station Staff]

Name: Julie Witas

Title: Program Specialist/Vol Coordinator

Phone: 508-430-7550

Email: jwitas@town.harwich.ma.us

Volunteer Station Primary Type: To qualify as a RSVP Station, an agency/office/department must self-certify that it is one of the following:

- Public Non-Profit
- Private Non-Profit
- Proprietary Health Care Agency
- Government Agency

Authorized Signatures

Authorized Station Representative	Name (printed)	Date
Stefanie Paventy <small>Digitally signed by Stefanie Paventy Date: 2020.04.24 10:01:17 -04'00'</small>	Stefanie Paventy	4/24/20
RSVP Program Director (or designated representative)	Name (printed)	Date

PLEASE RETURN THIS COMPLETED FORM TO:

**RSVP of Elder Services of Cape Cod and the Islands
ATTN: Stefanie Paventy, RSVP Senior Corps Program Director
68 Route 134
South Dennis, MA 02660**

Please include a volunteer assignment description for each volunteer opportunity at the Station. Thank you!

NEW
BUSINESS

THE COMMONWEALTH OF MASSACHUSETTS

State Fee, \$50 1pm-12am or \$100 prior to 1pm TOWN OF HARWICH

Municipal Fee, \$85 1pm-12am or \$175 prior to 1pm



LICENSE

For

The Name of the Establishment is PERKS PUBLIC ENTERTAINMENT ON SUNDAY in or on the property at No. 545 ROUTE 28 (address)
PERKS COFFEE SHOP & BEER GARDEN

The Licensee or Authorized representative, TAYLOR POWELL Taylor Powell in

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
Sundays	1pm - 12pm	LIVE MUSIC

Hon. _____ Mayor/ Chairman of Board of Selectman, _____ (City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm - Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm - Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES



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

APPLICATION FOR ENTERTAINMENT LICENSE

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

Business Name Jake Rooney's Restaurant Phone 508.430.1100

Business Address 119 Brooks Rd. Harwichport, MA 02646

Mailing Address _____

Owners Name & Address Peter Klaus

Email Address jakerooneys12@yahoo.com

Managers Name & Address Kate Lomask

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):

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 X 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 7 days a week 11am - 11pm or 12p - 12

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.

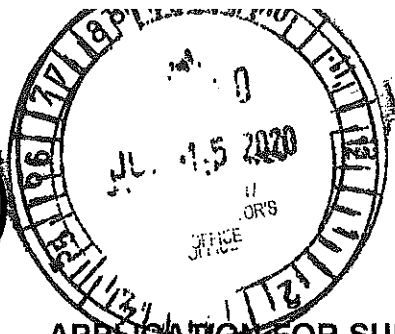
<u>Keshlomash manager</u> Signature of applicant & title	_____ Federal I.D. #
_____ Signature of individual or corporate name	_____ Federal I.D. #
_____ Signature of Manager	_____ Federal I.D. #
_____ Signature of Partner	_____ Federal I.D. #

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.

<u>[Signature]</u> Building Commissioner	<u>[Signature]</u> Board of Health	<u>[Signature]</u> Fire Department
<u>[Signature]</u> Police Department	comments:	

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 SUNDAY ENTERTAINMENT LICENSE

- | | |
|--|---|
| <input checked="" type="checkbox"/> Music 1PM or After (Municipal Fee \$85/State \$50) | New application _____ |
| <input type="checkbox"/> Music prior to 1PM (Municipal Fee \$175/State \$100) | Renewal <input checked="" type="checkbox"/> |
| <input type="checkbox"/> Go Carts (\$50) | Annual <input checked="" type="checkbox"/> |
| <input type="checkbox"/> Miniature Golf (\$50) | Seasonal _____ |
| <input type="checkbox"/> Trampolines (\$25) | Opening Date _____ |
| <input type="checkbox"/> Theater (\$150 per cinema) | |
| <input type="checkbox"/> Automatic Amusement (\$100) | |
| <input type="checkbox"/> Juke Box (\$100 each) | indoor/outdoor 1pm - 8pm |
| <input type="checkbox"/> Video Games (\$100 each) | Other _____ |

Business Name Jake Rooney's Phone 508.430.1100

Business Address 119 Brooks Rd. Harwichport, MA 02646

Mailing Address _____

Owners Name & Address Peter Klaus

Email Address jake.rooney12@yahoo.com

Managers Name & Address Kate Lornash

TIMES OF ENTERTAINMENT (Please specify where music will be located on your property and what type of entertainment such as live, DJ, recorded)

indoor live singer

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 X 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 11am - midnight 7 days a week

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.

<u>Kachlomash manager</u> 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.

<u>[Signature]</u> Building Commissioner	<u>[Signature]</u> Board of Health	<u>[Signature]</u> Fire Department
<u>[Signature]</u> Police Department	comments:	

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

TOWN OF HARWICH

The Selectmen's Interview/Nomination Sub-committee submitted the following list of annual committee/board/commission re-appointments.

The Selectmen approved all reappointments on Monday, June 29, 2020

I, do solemnly swear that I will perform the duties of Position/Committee, to which I have been APPOINTED, I will faithfully and impartially, to the best of my knowledge and ability. Signed under the penalties of perjury.

Committee	Name	Signature	Date Sworn In	Exp. Date
Affordable Housing Trust	Larry Brophy			6/30/2023
Agricultural Commission	Angela McNamara			6/30/2023
Agricultural Commission	Mark Colman			6/30/2023
Bikeways Committee	Eric Levy			6/30/2023
Bikeways Committee	Paul Gazaille			6/30/2023
Bikeways Committee	Jacqueline Pentz-Greene			6/30/2023
Board of Appeals	Kathleen Muller			6/30/2023
Board of Appeals	Alexander Donoghue			6/30/2023
Board of Appeals	James Hilliard			6/30/2023
Board of Appeals	Christopher Murphy - Associate Member			6/30/2023
Board of Assessors	Bruce Nightingale			6/30/2023
Board of Water Commissioners	Alin Thompson			Elected
Brooks Academy Museum Commission	Debora Miller			6/30/2023
By Law and Charter Review Committee	Tina Games			6/30/2023
Capital Outlay Committee	Richard Larios - Town Administrator			6/30/2023
Capital Outlay Committee	Peter Wall - Town Administrator			6/30/2023
Cemetery Commission	Steven Conner			6/30/2023
Community Center Facilities Committee	Brian Power - Community			6/30/2023
Community Preservation Committee	Kim Bourgea - Conservation			6/30/2023
Community Preservation Committee	Robert Doane			6/30/2023
Community Preservation Committee	James Donovan - Real Estate & Open Space			6/30/2023
Conservation Commission	Stanley Pastuszek			6/30/2023
Conservation Commission	Walter Diggs - Associate			6/30/2023
Conservation Commission	Paula McGuire - Associate			6/30/2023
Constables	Leo Cakounes			6/30/2023
Council on Aging	Carol Thayer			6/30/2023
Council on Aging	Joanne Lepore			6/30/2023
Cultural Council	Rosanne Shapiro			6/30/2023
Cultural Council	Kathy Teahan			6/30/2023
Cultural Council	Christine Banks			6/30/2023
Finance Committee	Thomas Sherry			6/30/2023
Finance Committee	Mark Ameres			6/30/2023
Golf Committee	John F. Crook			6/30/2023
Harwich Accessibility Rights Committee	Matthew Hart			6/30/2023
Harwich Energy Committee	Valerie Bell			6/30/2023
Harwich Energy Committee	Barry Worth			6/30/2023
Harwich Energy Committee	Jacqueline Pentz-Greene			6/30/2023

TOWN OF HARWICH

The Selectmen's Interview/Nomination Sub-committee submitted the following list of annual committee/board/commission re-appointments.
The Selectmen approved all reappointments on Monday, June 29, 2020

Committee	Name	Signature	Date Sworn In	Exp. Date
Harwich Housing Committee	Mary Maslowski			6/30/2023
Harwich Port Noise Containment Committee	Angela McNamara			6/30/2023
Harwich Port Noise Containment Committee	Cyndi Williams			6/30/2023
Harwich Port Noise Containment Committee	Robert Cohn			6/30/2023
Harwich Port Noise Containment Committee	Walter Mason			6/30/2023
Harwich Port Noise Containment Committee	Frances Rich			6/30/2023
Harwich Port Noise Containment Committee	Heather Skowronek			6/30/2023
Harwich Port Noise Containment Committee	Jake Domos			6/30/2023
Historical/Historic District Commission	Gayle Carroll			6/30/2023
Historical/Historic District Commission	Robert Doane			6/30/2023
Planning Board	James Berry			6/30/2023
Planning Board	David Harris			6/30/2023
Planning Board	Arthur Rouse - Alternate			6/30/2023
Real Estate and Open Space Committee	Dave Callaghan			6/30/2023
Recreation and Youth Commission	David Nixon			6/30/2023
Recreation and Youth Commission	Janet Bowers			6/30/2023
Recreation and Youth Commission	John Larivee			6/30/2023
Registrars	Dorothy Parkhurst			6/30/2023
Traffic Safety	Gerald Beltis			6/30/2023
Traffic Safety	Lincoln Hooper			6/30/2023
Treasure Chest Committee	Sheila Eldredge			6/30/2023
Treasure Chest Committee	Heather Bolinder			6/30/2023
Waterways Committee	Daniel Hall			6/30/2023
Waterways Committee	Cameron Smith - Alternate			6/30/2023
Youth Services Committee	Paula McGuire			6/30/2023

HARWICH BOARD OF SELECTMEN

Larry G. Ballantine, Chairman

Edward J. McManus, Vice Chairman

Stephen P. Ford, Clerk

Michael D. MacAskill

Donald F. Howell

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

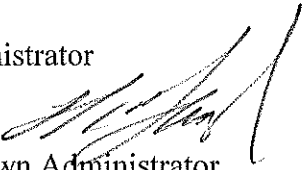


Robert C. Lawton, Jr.
Interim Assistant Town Administrator

732 MAIN STREET, HARWICH
02645

MEMO

TO: Joseph Powers
Interim Town Administrator

FROM: Robert C. Lawton, Jr. 
Interim Assistant Town Administrator

RE: Contract Continuation

DATE: June 23, 2020

I wanted to formally remind you that my contract with the Town expires on June 30, 2020. I have several projects that I would like to complete; including the Verizon tower contract, solar canopy projects, finalize the Family Cares Act implementation, assist in preparation for bargaining and briefing you on the status of insurance claims.

I am able, if you wish, to complete those projects and other mutually agreed to items on a less formal schedule. I would not be in the office on every Monday and Wednesday but would work on some mutually agreed upon days or from home. I do not believe that the time would be extensive and I would do the work at the existing rate of pay.

Let me know if you would like to extend the contract. As always, I appreciate the opportunity to work with you in Harwich.

RCL

**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF HARWICH
AND
INTERIM ASSISTANT TOWN ADMINISTRATOR**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, and in accordance with Chapter 18 of the Acts of 2006, an Act Establishing a Board of Selectmen-Town Administrator Form of Government in the Town of Harwich (Special Act), made and entered into this 1st day of July, 2020, by and between the Town of Harwich, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town", acting by and through its Interim Town Administrator, hereinafter called "Town Administrator" and Robert C. Lawton Jr., hereinafter called "Interim Assistant Town Administrator".

Section I – Function and Duties of the Position

The Town hereby offers to employ said Robert C. Lawton Jr. as Interim Assistant Town Administrator of said Town, and the Interim Assistant Town Administrator accepts said offer. The Interim Assistant Town Administrator shall perform the duties specified in the job description entitled Assistant Town Administrator and in the Special Act, and other such duties as shall be from time to time legally assigned to him.

Section II – Term

This Agreement shall become effective July 1, 2020 and shall be in force and effect until a new permanent Town Administrator is appointed or if the current interim Town Administrator is appointed as permanent Town Administrator the agreement shall remain in force and effect until a new permanent Assistant Town Administrator is appointed. The Agreement may be terminated at any time by either party upon fifteen (15) days written notice. The Agreement shall be for a term ending on September 30, 2020, subject to the provisions noted herein.

Section III – Salary

The Town agrees to pay the Interim Assistant Town Administrator for services rendered under this Agreement \$500 per day. The Interim Assistant Town Administrator will devote time as determined by the Town Administrator (days and work schedule can be changed by agreement of the Interim Assistant Town Administrator and Town Administrator) to the position. The Interim Assistant Town Administrator will attend meetings as required by the Town Administrator. Salary shall be payable in regular installments as other employees of the Town of Harwich are paid.

Section IV – Benefits

During the term of this employment, Robert C. Lawton Jr. shall not be entitled to vacation, sick leave, health insurance, or any other benefits from the Town of Harwich, and shall not make any claim for unemployment compensation upon expiration or termination of this Agreement.

Section V – Professional Development

The Town shall pay the Interim Assistant Town Administrator's registration, travel and subsistence expenses for educational courses, institutes and seminars that are necessary for the good of the Town, and approved by the Town Administrator in advance, subject to budget limitations.

Section VI - Indemnification

- A. To the extent allowed under G.L. c. 258, the Town shall defend, save harmless and indemnify the Interim Assistant Town Administrator against any tort, professional liability, claim or demand, or other civil legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Interim Assistant Town Administrator, provided that the Interim Assistant Town Administrator has acted in good faith, without gross negligence or misconduct and within the authority of his position, even if said claim has been made following the expiration or termination of this Agreement. The Interim Assistant Town Administrator shall be indemnified in accordance with the provisions of Section 13 of Chapter 258 of the General Laws. The Interim Assistant Town Administrator agrees to promptly notify the Town of any such claim and to cooperate fully with Counsel designated by the Town to handle such claim. The Town may obtain such insurance to cover its obligations hereunder as it deems appropriate.

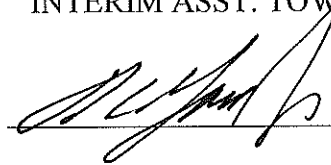
- B. This section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Town of Harwich, Massachusetts, has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Interim Assistant Town Administrator has signed and executed this Agreement, both in duplicate, the day and first above written.

Approved this 1st day of July, 2020 by:

JOSEPH F. POWERS
INTERIM TOWN ADMINISTRATOR

ROBERT C. LAWTON Jr.
INTERIM ASST. TOWN ADMINISTRATOR



CONTRACTS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039




Robert C. Lawton, Jr.
Interim Assistant Town Administrator

732 MAIN STREET, HARWICH
02645

MEMO

TO: Joseph Powers
Interim Town Administrator

FROM: Robert C. Lawton, Jr. 
Interim Assistant Town Administrator

RE: New Fire Station Change Order

DATE: July 24, 2020

Attached is change order number 9 dated June 4, 2020 for Fire Station #2 totaling \$16,646.38.

The change order has been reviewed by the Town's Architect, the Fire Chief (who has provided a cover memo approving the change order) and the Finance Director has certified that funds are available for the changes.

The procurement team has also reviewed the material and we would recommend that the Board of Selectmen approve and authorize either the Chair of the Board or the Interim Town Administrator to sign the documents.

RCL



Harwich Fire Department



Fire Suppression

Prevention

Emergency Services

Norman M. Clarke Jr., **Chief of Department**

David J. LeBlanc, Deputy **Fire Chief**

To: Chairman Larry Ballantine
Interim Town Administrator Joe Powers
Finance Director Carol Coppola

From: Chief Clarke

Re: Station 2 Change Orders

Mr. Chairman, listed on the attached document is a request for funding for six change orders and one credit. The funds are available from the construction budget. There is supporting documents that justify the expenditures. I have approved the change orders in consultation with staff including Facilities Director Sean Libby.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039




Robert C. Lawton, Jr.
Interim Assistant Town Administrator

732 MAIN STREET, HARWICH
02645

MEMO

TO: Joseph Powers
Interim Town Administrator

FROM: Robert C. Lawton, Jr. 
Interim Assistant Town Administrator

RE: New Fire Station Change Order

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Attached is change order number 9 dated June 4, 2020 for Fire Station #2 totaling \$16,646.38.

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The procurement team has also reviewed the material and we would recommend that the Board of Selectmen approve and authorize either the Chair of the Board or the Interim Town Administrator to sign the documents.

RCL



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: June 04, 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#049	Remade Door Frames - HFD to pay Half	\$1,749.25
COP#068	Add Hydroseeding per HFD	\$2,245.68
COP#072	Tie Indirect Water Heater into Boiler	\$5,476.62
COP#078	Replace Bottom Seal at 6 OH Doors	\$3,982.43
COP#080	Add Electrical Items per HFD	\$2,838.87
COP#082	Add Air Intake for Scube Gear	\$1,814.79
COP#083	Credit - Mechanical Room Unit Heater	(\$1,461.26)
TOTAL		\$16,646.38

The original Contract Sum was	\$ 5,640,812.00
The net change by previously authorized Change Orders	\$ 224,724.37
The Contract Sum prior to this Change Order was	\$ 5,865,536.37
The Contract Sum will be increased by this Change Order in the amount of	\$ 16,646.38
The new Contract Sum including this Change Order will be	\$ 5,882,182.75

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.

<u>Kaestle Boos Associates, Inc.</u> ARCHITECT (Firm name)	<u>Mill City Construction</u> CONTRACTOR (Firm name)	<u>Harwich Fire Department</u> OWNER (Firm name)
 SIGNATURE	 SIGNATURE	 SIGNATURE
Todd M. Costa, AIA Associate Principal, Associate Principal PRINTED NAME AND TITLE	Stephen Traghella, LEED AP Project Manager PRINTED NAME AND TITLE	Chief Norman M. Clarke, Jr. PRINTED NAME AND TITLE
1/8/20 DATE	6/12/2020 DATE	6/12/2020 DATE

*Carl Capach 6/15/20
Availability of Funds \$16,646.38*

Harwich Fire Station #2
Harwich, MA

Change Order 10

June 4, 2020

COP	Description	Amount
COP#049	Remade Dr Frames - HFD to pay 1/2	\$1,749.25
COP#068	Add Hydroseeding per HFD	\$2,245.68
COP#072	Tie Indirect Water Heater into Boiler	\$5,476.62
COP#078	Replace Bottom Seals at 6 OH Doors	\$3,982.43
COP#080	Add Electrical Items per HFD	\$2,838.87
COP#082	Add Air Intake for Scuba Gear	\$1,814.79
COP#083	Credit for Mechanical Room Unit Heater	(\$1,461.26)
TOTAL		\$16,646.38

Original Contract	\$5,640,812.00
Net by previous COs	\$224,724.37
Sum prior to this CO	\$5,865,536.37
Sum by this CO	\$16,646.38
New sum	\$5,882,182.75

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. 049

ISSUED BY: Pete Gaudreau
Construction Administrator

DATE: July 9, 2018
4/13/20

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

- 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: Remade Door Frames.

KBA has reviewed COP#049 for the amount of \$3,498.32 and find it to be fair and reasonable. KBA recommends COP#049 (the amount of \$3,498.32) for approval to the Owner.

\$1,749.16 / PER TO OD & CHIEF

Attachments: COP No.



5/21/2019

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 #49 - Remade Door Frames**

Todd,

Attached is a breakdown of costs for the door frames that needed to be remade.

Items included in this COR are as follows:

- Please see the attached proposal from Building Specialties Architectural Hardware, Inc. for the remade door frames.

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 **\$3,498.42**

Respectfully Submitted,

Digitally signed by Stephen Traghella
DN: cn=Stephen Traghella, o=Mill
City Construction, Inc., ou,
email=straghella@mill-city.com, c=US
Date: 2019.05.21 14:16:52 -04'00'

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #49													
Breakdown of costs for the Remade Door Frames													
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	Building Specialties Architectural Hardware	\$ -	1	LS	\$ 3,145.00	\$ 3,145.00			\$ -			\$ -	\$ 3,145.00
3		\$ -			\$ -	\$ -			\$ -			\$ -	\$ -
4		\$ -			\$ -	\$ -			\$ -			\$ -	\$ -
5		\$ -			\$ -	\$ -			\$ -			\$ -	\$ -
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29		\$ -			\$ -	\$ -			\$ -			\$ -	\$ -
30		\$ -			\$ -	\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ -			\$ 3,145.00	\$ 3,145.00			\$ -			\$ -	\$ 3,145.00
	5% Profit on Sub.												\$ -
	10% OH&P on G.C.												\$ 314.50
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 38.92
	TOTALS											Grand Total	\$ 3,498.42



**Building Specialties
Architectural Hardware, Inc.**

P.O. Box 2581 Springfield, MA 01101
(413) 788-9686 FAX (413) 788-9689

CHANGE ORDER

Number _____

TO Mill City Construction

PHONE	DATE 05/20/19
JOB NAME/LOCATION Harwich Fire Station	
JOB NUMBER J18-066	JOB PHONE
EXISTING CONTRACT NO.	DATE OF EXISTING CONTRACT

We hereby agree to make the change(s) specified below:

Re-make frames #A110A,A110B,A112,A114,A116,A118,A120,A123,A125,A129,A130

ADD: \$3,145.00

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price ADD \$ 3,145 00

DATE	PREVIOUS CONTRACT AMOUNT	\$	
AUTHORIZED SIGNATURE (CONTRACTOR)	REVISED CONTRACT TOTAL	\$	

ACCEPTED — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance _____

Signature _____
(OWNER)

M#69965
J#850 126 00.00

DATE: January 13, 2020

MEMO

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

FROM: Christopher M. Garcia, P.E.



DEPT: Plumbing

PROJECT: Harwich Fire Station #2
Harwich, MA

SUBJECT: COR#72 Tie In-Direct Water Heaters to Boilers

Please be advised as follows:

We have reviewed the Araujo Bros Plumbing & Heating portion of Change Order Request No. 72 in the amount of \$4,783.43 for costs as associated with furnishing and installing materials as needed to tie the indirect water heater into the boilers. 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: tb

Enc.

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

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. 068

ISSUED BY: Pete Gaudreau
Construction Administrator

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

DATE: July 9, 2018

10/25/19

-
- 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:

Change Order Request _68 - Added Hydroseeding Per Chief Clarke (1)

KBA has reviewed COP#068 and finds it to be fair and reasonable.
KBA recommends COP#068 for approval to the Owner.

Attachments: COP No.



APPROVED AS NOTED **KAESTLE BOOS**
pgaudreau 2:30:49 PM 10/25/2019

10/8/2019

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

KBA has reviewed COP#068 and finds it to be fair and reasonable.
KBA recommends COP#068 for approval to the Owner.

Re: **Harwich Fire Station #2 - Harwich, MA**
149 Route 137, Harwich, MA 02645
Change Order Request #68 - Added Hydroseeding Per Chief Clarke

Todd,

Attached is a breakdown of costs to furnish & install approximately 22,500SF of hydroseed with wildflower mix and 3,200SF of hydroseed with lawn mix per request by Chief Clarke.

Items included in this COR are as follows:

- Supervision of all subcontractors by Mill City Construction, Inc.
- Please see the attached proposal from Hydrograss Technologies, Inc.

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 **\$2,245.40**

Respectfully Submitted,

Digitally signed by Stephen Traghella
DN: cn=Stephen Traghella, o=Mill City Construction, Inc., ou,
email=straghella@mill-city.com, c=US
Date: 2019.10.08 09:02:01 -04'00'

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #68													
Breakdown of costs for the Added Hydroseeding Per Chief Clarke													
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	Hydrograss Technologies, Inc.	\$ 1,927.50				\$ -			\$ -			\$ -	\$ 1,927.50
4		\$ -				\$ -			\$ -			\$ -	\$ -
5		\$ -				\$ -			\$ -			\$ -	\$ -
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30		\$ -				\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ 1,927.50				\$ -			\$ 178.68			\$ -	\$ 2,106.18
	5% Profit on Sub.												\$ 96.38
	10% OH&P on G.C.												\$ 17.87
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 24.98
	TOTALS											Grand Total	\$ 2,245.40



An RB Arello Co., Inc.

www.arelloinc.com www.hydrograsstech.com

October 2, 2019

Stephen Traghella
Mill City Construction
7 Old Great Rd
Lincoln, RI 02865

Project: Harwich Fire Station - Hydroseeding

Scope:	Unit Price: \$.075/SF
Hydroseed with Wildflower Mix 22,500 SF	
Hydroseed with Lawn Mix 3200 SF	

Note:

- (1) Required Prepared Soils Furnished & Installed by Others
- (2) Protection of Landscape Areas (if required) by Others
- (3) If Erosion Control Fabric is Required, Additional Unit Price Will Be Negotiated**
- (4) Irrigation: Slewing, Inside Plumbing, Electrical & Water Meter or Well Pump by Others
- (5) Root Barrier And Weed Barrier Fabric (if required) Unit Price Will Be Negotiated
- (6) Tree Water Bags Not Included
- (7) Water Provided by GC or Owner
- (8) Warranty does not cover loss caused by herbivory, vandalism or site erosion as these are factors beyond our control.

Robert Arello Sr., Landscape Manager
Ph: 508-987-2221 boba@rbarello.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. 072

COPIES TO:

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

ISSUED BY: Pete Gaudreau
Construction Administrator

DATE: July 9, 2018
4/13/20

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: Tie indirect Water Heater into Boilers.

KBA has reviewed COP#072 for the amount of \$5,476.62 and find it to be fair and reasonable. KBA recommends COP#072 (the amount of \$5,476.62) for approval to the Owner.

Attachments: COP No.

January 10, 2020

García Galuska & DeSousa



1/10/2020

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 #72 - Tie Indirect Water Heater into Boilers**

Todd,

Attached is a breakdown of costs to furnish & install materials to tie the indirect water heater into the boilers.

Items included in this COR are as follows:

- Supervision of Mill City crew and all subcontractors.
- Furnish & install materials as needed to tie the indirect water heater into the boilers per the attached change order request from Araujo Bro Plumbing & Heating.

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 **\$5,476.62**

Respectfully Submitted,

Stephen Traghella, LEED AP
Project Manager

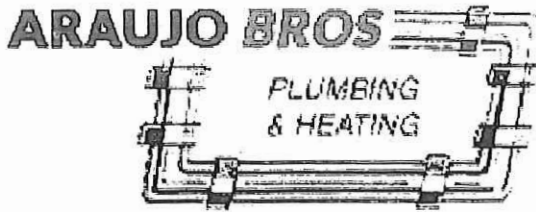
CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #72													
Breakdown of costs to Tie Indirect Water Heater into Boilers													
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	\$ -				\$ -	4	\$ 89.34	\$ 357.36			\$ -	\$ 357.36
3	Araujo Bros Plumbing & Heating	\$ 4,783.43				\$ -			\$ -			\$ -	\$ 4,783.43
4		\$ -				\$ -			\$ -			\$ -	\$ -
5		\$ -				\$ -			\$ -			\$ -	\$ -
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	SUB TOTALS	\$ 4,783.43				\$ -			\$ 357.36			\$ -	\$ 5,140.79
	5% Profit on Sub.												\$ 239.17
	10% OH&P on G.C.												\$ 35.74
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 60.93
	TOTALS											Grand Total	\$ 5,476.62



P.O. Box 50225
New Bedford, MA 02745
P: (508)-998-7005 F: (508)-998-1727

Sent on: _____

**CHANGER ORDER
REQUEST**

**Project: HARWICH FIRE STATION 2
COR Number: 612
Date: 1-7-20**

**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 a taco pump for heating side of indirect water heater.

• MATERIAL	\$ 2,886.49
• LABOR	\$ 1462.08
• OVERHEAD & PROFIT	\$ 434.86

TOTAL \$ 4783.43

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.

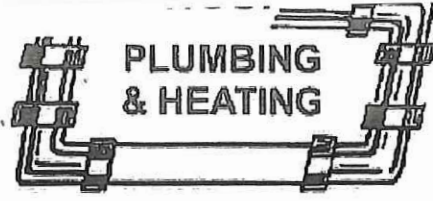
Sincerely,
Araujo Bros Plumbing & Heating, Inc.

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 -612	AD	NET 30	612	1/07/20

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
DESCRIPTION: PRICE TO FURNISH AND INSTALL TACO PUMP FOR HEATING SIDE OF INDIRECT WATER HEATER.			
1	VR15 TACO PUMP	2579.20	2,579.20
10	1" COPPER 90	5.30	53.00
2	1" MALE ADAPTER	8.63	17.26
2	1" SWEAT ANSI FLANGE	61.08	122.16
2	GASKET KIT	3.45	6.90
1	SOLDER	28.19	28.19
1	FLUX	17.36	17.36
2	1" COPPER 45	7.52	15.04
2	1" BALL VALVE	23.69	47.38
	SUBTOTAL MATERIAL		2,886.49
16.00	LABOR: TWO MEN/8HRS EA @ \$91.38	91.38	1,462.08
	SUBTOTAL LABOR		1,462.08
	OH&P: 10%		434.86

C/O REQUEST TOTAL

\$4,783.43

REQUEST FOR INFORMATION - RFI

M#67939
J#850 126 00.00

DATE: August 15, 2019
TO: Peter D. Gaudreau, AIA
Kaestle Boos Associates, Inc.
FROM: Robert L. Polleys

Robert Polleys

DEPT: HVAC
PROJECT: Harwich Fire Station #2
Harwich, MA
SUBJECT: RFI #111 Indirect Water Heater

RFI #111

There is no information on where and how the indirect water heater is to be tied into the boilers? Please advise.

Response:

Tie piping to the indirect water heater downstream of the HHW system pumps (P-1/P-2). Refer to attached Sketch SKM-015.

RLP:tb

Enc.

Cc: Todd Costa, Kaestle Boos Associates, Inc.



7 Old Great Rd.
Lincoln, RI 02865-4100
(401) 766-3100 FAX (401) 769-8910
RI LIC# 9568
email: straghella@mill-city.com

RFI #III

Date:	August 5, 2019
Attention:	Todd M. Costa
Project Name:	Harwich Fire Station 2 - Harwich, MA

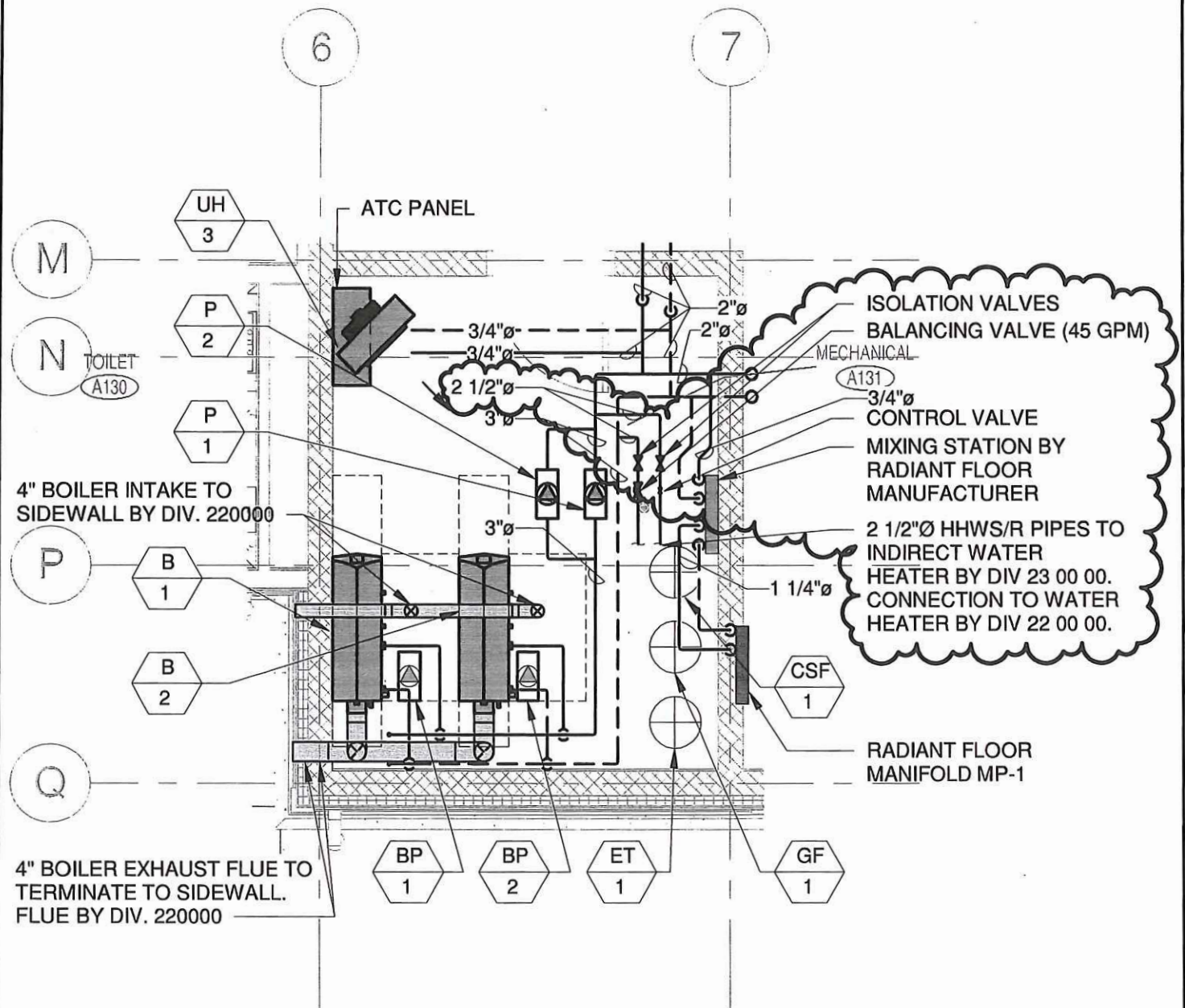
To: Kaestle Boos Associates, Inc.
16 Chestnut Street, Suite 301
Foxborough, MA 02035

From: Seekonk Heating

Description

There is no information on where and how the indirect water heater is to be tied into the boilers? Please advise.

Response



ISOLATION VALVES
 BALANCING VALVE (45 GPM)
 MECHANICAL
 (A131)
 3/4"Ø
 CONTROL VALVE
 MIXING STATION BY
 RADIANT FLOOR
 MANUFACTURER
 2 1/2"Ø HHWS/R PIPES TO
 INDIRECT WATER
 HEATER BY DIV 23 00 00.
 CONNECTION TO WATER
 HEATER BY DIV 22 00 00.

4" BOILER INTAKE TO
 SIDEWALL BY DIV. 220000

4" BOILER EXHAUST FLUE TO
 TERMINATE TO SIDEWALL.
 FLUE BY DIV. 220000

KÆSTLE BOOS
 associates, inc

416 Slater Road, P.O. Box 2590
 New Britain, CT 06050-2590
 Ph: 860-229-0361 Δ F: 860-229-5303
 325 Foxborough Boulevard, Suite 100
 Foxborough, MA 02035
 Ph: 508-549-9906 Δ F: 508-549-9907

Email: kba@kba-architects.com
 Web: www.kba-architects.com

CONSULTANT:



GARCIA GALUSKA DESOUSA
 CONSULTING ENGINEERS
 INC.
 370 Finance Center Road, Dartmouth, MA 01921
 508-958-9700 FAX 508-958-9883 E-MAIL: info@gg-e.com

PROJECT:

**HARWICH FIRE
 STATION 2 NEW
 CONSTRUCTION**

149 ROUTE 137
 HARWICH, MA 02645

THIS SKETCH TO
 BE READ IN
 CONJUNCTION
 WITH THE
 CONTRACT
 DOCUMENTS

SKETCH GENERATED FOR:

ADDENDUM	R.R.F.I.	A.S.I.	P.R.	C.C.D.
	111			

REFERENCE
 DETAIL/SHEET: M2.01

TITLE: **CONNECTION TO INDIRECT WATER
 HEATER**

DATE: 08/15/19	DRAWN BY: RLP
SCALE: 1/4" = 1'-0"	PROJECT NO.: 17032.00

DRAWING NO.:
SKM-015

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. 078

ISSUED BY: Pete Gaudreau
Construction Administrator

DATE: July 9, 2018
1/31/2020

COPIES TO:

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

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 COP#078 and finds it to be fair and reasonable.
KBA recommends COP#078 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 #78 - Bottom Seals to OH Doors

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 per the attached change order request from OH Door.

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 **\$3,982.43**

Respectfully Submitted,

Digitally signed by Stephen Traghella
DN: cn=Stephen Traghella, o=Mill City
Construction, Inc., ou,
email=staghella@mill-city.com, c=US
Date: 2019.12.23 15:25:55 -05'00'

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #78													
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	OH Door	\$ 3,657.00				\$ -			\$ -			\$ -	\$ 3,657.00
4		\$ -				\$ -			\$ -			\$ -	\$ -
5		\$ -				\$ -			\$ -			\$ -	\$ -
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29		\$ -				\$ -			\$ -			\$ -	\$ -
30		\$ -				\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ 3,657.00				\$ -			\$ 89.34			\$ -	\$ 3,746.34
	5% Profit on Sub.												\$ 182.85
	10% OH&P on G.C.												\$ 8.93
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 44.30
	TOTALS											Grand Total	\$ 3,982.43

Overhead Door Co. of Southeastern MA

145 Tosca Drive
 Stoughton, MA 02072
 Telephone: (781) 828-4033
 Toll Free: (866) 839-DOOR
 Fax: (781) 828-5331

**QUOTATION
 C66043-SMA**

Customer ID: MILLCITY
 Ver: 1.0/Page 1

MA Lic.#141197

T O [MILL CITY CONSTRUCTION
 7 OLD GREAT ROAD
 LINCOLN RI 02865]

P R O J E C T [HARWICH FIRE STATION #2
 149 ROUTE 137
 HARWICH MA 02645]

ATTN: STEVE (straghella@mill-city.com)
 FAX NO: (401) 769-8910

DATE: 12/21/2019
 PHONE NO.: (401) 741-2656

QTY	DESCRIPTION	UNIT COST	EXTENDED
1	Installation of Replacement Bottom Seals - Sectional Doors Details: Details Below - (3) 13'-6" x 14'-1" 592 Series - Bottom Astragal - 592 Series/Inft - (3) 13'-6" x 14'-1" 521 Series - Bottom Astragal - 521 Series/Inft Proposal to Remove Electric Bottom Edges on (6) 13'-6" Wide Sectional Doors & Install New Rubber Weatherseals as Required. Additional Job Extras Materials Must be Ordered. Openings and Jambs are Existing		
	Open Shop Labor, MA Tax Exempt.		
		Total Quote:	\$3657.00

ALL WIRING, CONDUIT AND ELECTRICAL CONNECTIONS ARE BY OTHERS UNLESS NOTED ABOVE

IMPORTANT: PLEASE SIGN AND RETURN ONE COPY OF THIS QUOTATION, FOLLOWING THE TERMS STATED BELOW. FAILURE TO COMPLY WITH THIS REQUEST COULD DELAY INSTALLATION. SUBJECT TO APPROVAL BY CREDIT DEPT.

TERMS: PO TO ORDER / NET 10 DAYS

WE ACCEPT THE FOLLOWING QUOTATION: DATED: _____

X

Sales Rep: VINCENT SCIOLTO

*If the contract is given to an attorney for collection, the purchaser agrees to pay reasonable attorney's fees as authorized by law, together with court costs.

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER CONDITIONS BEYOND OUR REASONABLE CONTROL.



10/8/2019

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 #68 - Added Hydroseeding Per Chief Clarke**

Todd,

Attached is a breakdown of costs to furnish & install approximately 22,500SF of hydroseed with wildflower mix and 3,200SF of hydroseed with lawn mix per request by Chief Clarke.

Items included in this COR are as follows:

- Supervision of all subcontractors by Mill City Construction, Inc.
- Please see the attached proposal from Hydrograss Technologies, Inc.

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 **\$2,245.40**

Respectfully Submitted,

Digitally signed by Stephen Traghella
DN: cn=Stephen Traghella, o=Mill City
Construction, Inc., ou,
email=straghella@mill-city.com, c=US
Date: 2019.10.08 09:02:01 -04'00'

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #68													
Breakdown of costs for the Added Hydroseeding Per Chief Clarke													
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	Hydrograss Technologies, Inc.	\$ 1,927.50				\$ -			\$ -			\$ -	\$ 1,927.50
4		\$ -				\$ -			\$ -			\$ -	\$ -
5		\$ -				\$ -			\$ -			\$ -	\$ -
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28		\$ -				\$ -			\$ -			\$ -	\$ -
29		\$ -				\$ -			\$ -			\$ -	\$ -
30		\$ -				\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ 1,927.50				\$ -			\$ 178.68			\$ -	\$ 2,106.18
	5% Profit on Sub.												\$ 96.38
	10% OH&P on G.C.												\$ 17.87
	Bond Cost Increase (\$1.25 per \$1,000)												\$ 24.98
	TOTALS											Grand Total	\$ 2,245.40



An RB Arello Co., Inc.

www.arelloinc.com www.hydrograsstech.com

October 2, 2019

Stephen Traghella
 Mill City Construction
 7 Old Great Rd
 Lincoln, RI 02865

Project: Harwich Fire Station - Hydroseeding

<p>Scope:</p> <p>Hydroseed with Wildflower Mix 22,500 SF</p> <p>Hydroseed with Lawn Mix 3200 SF</p>	<p>Unit Price: \$.075/SF</p>
---	-------------------------------------

Note:

- (1) Required Prepared Soils Furnished & Installed by Others
- (2) Protection of Landscape Areas (if required) by Others
- (3) If Erosion Control Fabric is Required, Additional Unit Price Will Be Negotiated**
- (4) Irrigation: Sleeving, Inside Plumbing, Electrical & Water Meter or Well Pump by Others
- (5) Root Barrier And Weed Barrier Fabric (if required) Unit Price Will Be Negotiated
- (6) Tree Water Bags Not Included
- (7) Water Provided by GC or Owner
- (8) Warranty does not cover loss caused by herbivory, vandalism or site erosion as these are factors beyond our control.

Robert Arello Sr., Landscape Manager
 Ph: 508-987-2221 boba@rbarello.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. 080

COPIES TO:

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

ISSUED BY: Pete Gaudreau
Construction Administrator

DATE: July 9, 2018

1/31/2020

-
- 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/HFD, have reviewed COP#079, and find it to be fair and reasonable.
KBA recommends COP#080 for approval to the Owner.

NOT APPROVED KAESTLE BOOS
pgaudreau 01/31/2020

Attachments: COP No.



1/31/2020

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 #80 - Additional Electrical Items Per the Request of the HFD

Todd,

Attached is a breakdown of costs to furnish & install additional electrical items per the request of the HFD.

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 plus any lead time for the added materials.
Please sign and return at your earliest convenience.

The total cost of this change is \$2,838.87

Respectfully Submitted,

Digitally signed by Stephen Traghella
DN: cn=Stephen Traghella, o=Mill City
Construction, Inc, ou,
email=straghella@mill-city.com, c=US
Date: 2020.01.31 07:38:17 -05'00'

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #80													
Breakdown of costs for the Extension of Submittal Exchange Subscription													
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	\$ -				\$ -	0	\$ 89.34	\$ -			\$ -	\$ -
3	American Electrical Construction, Inc.	\$ 2,673.61				\$ -			\$ -			\$ -	\$ 2,673.61
4		\$ -				\$ -			\$ -			\$ -	\$ -
5		\$ -				\$ -			\$ -			\$ -	\$ -
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28		\$ -				\$ -			\$ -			\$ -	\$ -
29		\$ -				\$ -			\$ -			\$ -	\$ -
30		\$ -				\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ 2,673.61				\$ -			\$ -			\$ -	\$ 2,673.61
	5% Profit on Sub.												\$ 133.68
	10% OH&P on G.C.												\$ -
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 31.58
	TOTALS											Grand Total	\$ 2,838.87

Job ID: 2018-04-23-35
 Project: Harwich, Fire Station #2 (CP #35; Compr, Tel Main Vest, Rec's App Bay & IT Rm)



Takeoff

Vendor: GB_BOSTON Labor Level: LABOR 3 30 Jan 2020 10:57:24

Phase: MISCELLANEOUS

Item #	Qty	U/	Q/M	Size	Description	Material Unit	Material Result
500168	24.00	EA	M	MISC	LABOR HOURS	0.0000	0.00
	0.00				NEW TELEPHONE JACK FRONT VESTIBULE		
640372	1.00	EA	M	1G LV OUTLET	DRYWALL SCREW-ON METALLIC-BRKT	1.1225	1.12
1020071	165.00	FT	M	4 PAIR BLUE	CAT6 UTP CABLE (CMP)	0.3500	57.75
430001	1.00	EA	M	FLUSH 6/C	TELEPHONE JACK PLATE	1.6232	1.62
	0.00				TWO (2) REC AT APPARATUS BAY		
70300	100.00	FT	M	12/3	MC CABLE- STEEL JKT W/G	0.2259	22.59
	2.00		M	1/2 EMT #12	20A-1G-GFCI/4sq-R-CVR	0.0000	0.00
140017	2.00	EA	M	20A	DUPLEX GFCI RECEPTACLE	16.9205	33.84
150099	2.00	EA	M	1/2"D 7.3-CI	4"SQ 1-GFCI RAISED CVR	22.9457	45.89
150035	2.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	1.5524	3.10
500137	10.00	EA	M	1/8	DRILL HOLE	0.0000	0.00
160559	10.00	EA	M	#10 x 1"	TEK SCREW	0.0558	0.56
160169	10.00	EA	M	#10	FLAT WASHER (PLT)	0.0345	0.35
100079	2.00	EA	M	#12	PIGTAIL W/GRD SCREW	0.5369	1.07
100070	4.00	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1955	0.78
10046	40.00	FT	M	1/2	EMT	0.9400	37.60
30177	4.00	EA	M	1/2	EMT STEEL SS CONNECTOR	0.3899	1.56
30107	4.00	EA	M	1/2	EMT STEEL-SS COUPLING	0.4042	1.62
70033	88.00	FT	M	12	THHN/THWN CU (STR)	0.0855	7.53
70115	44.00	FT	M	12.	GREEN THHN CU (GRD 20A)	0.0855	3.76
160767	5.00	EA	M	1/2	EMT 1-HOLE STEEL STRAP	0.2968	1.48
500137	5.00	EA	M	1/8	DRILL HOLE	0.0000	0.00
160559	5.00	EA	M	#10 x 1"	TEK SCREW	0.0558	0.28
160169	5.00	EA	M	#10	FLAT WASHER (PLT)	0.0345	0.17
160767	4.00	EA	M	1/2	EMT 1-HOLE STEEL STRAP	0.2968	1.19
	0.00				AIR COMPRESSOR		

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

Job ID: 2018-04-23-35
 Project: Harwich, Fire Station #2 (CP #35; Compr, Tel Main Vest, Rec's App Bay & IT Rm)



Bid Summary Report

Vendor: GB_BOSTON Labor Level: LABOR 3 30 Jan 2020 10:56:31
 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
	MISCELLANEOUS	0.00	370.67	0.00	0.00	24.00
Sheet Totals:		0.00	370.67	0.00	0.00	24.00
Tax:		0.00	0.00	0.00	0.00	

Bid Notes:

- Add the following;
- New telephone to Front Lobby
 - Two (2) new surface mounted receptacles at columns in Apparatus Bay.
 - Power to existing air compressor.
 - New receptacle at IT Room.

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.:	2,673.61
Labor \$ Per Sq. Ft.:	2,059.88
Labor Hrs Per Sq. Ft.:	24.00
Quantity of Units:	1.00
Cost Per Unit:	2,673.61
Calc. Adjustment:	0.00%

Sub Total (Quo/Mat/Equip/Sub):	370.67	
Sales Tax:	0.00	
Sub Total:	370.67	370.67
Direct Labor \$:		2,059.88
Indirect Labor \$:		0.00
Labor Escalation:		0.00
Labor Tax:		0.00
Direct Job Costs (0.00%):		0.00
Prime Cost:		2,430.55
Overhead (Avg. 0.00%):		0.00
Net Cost:		2,430.55
Profit (Avg. 10.00%):		243.06
Job Tax:		0.00
Bond (0.0000%):		0.00
Lump Sum:		0.00
Selling Price:		2,673.61

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	24.00	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	24.00	--	--	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	24.00	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	24.00	--	--	--	--	--	--	--	--	--
TOTAL ADJUSTED LABOR HOURS:										24.00

DIRECT LABOR							
Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension	
ELECTRICAL	FOREMEN (WORKING)	REGULAR	1	\$88.73	12.00	\$1,064.81	
	JOURNEYMEN	REGULAR	1	\$82.92	12.00	\$995.08	
AVERAGE DIRECT LABOR RATE:		\$85.83	TOTAL DIRECT LABOR:				\$2,059.88

INDIRECT LABOR			
Labor Description	Hours	Rate	Ext \$
TOTAL INDIRECT LABOR:			\$0.00

DIRECT LABOR TOTAL:	2,059.88
INDIRECT LABOR TOTAL:	0.00
LABOR ESCALATION:	0.00
LABOR \$ ADJUSTMENT:	0.00
LABOR TAX:	0.00
LABOR TOTAL:	\$2,059.88
MATERIAL:	370.67
MATERIAL ESCALATION:	0.00
MATERIAL ADJUSTMENT:	0.00
MATERIAL TAX:	0.00
MATERIAL TOTAL:	\$370.67

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:	\$2,430.55

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:	\$2,430.55

PROFIT	
MATERIAL PROFIT:(10% markup)	37.07
QUOTES PROFIT:(10% markup)	0.00
LABOR PROFIT:(10% markup)	205.99
SUBCONTRACTS PROFIT:(10% markup)	0.00
EQUIPMENT PROFIT:(10% markup)	0.00
DJC PROFIT:(10% markup)	0.00

TOTAL PROFIT:	\$243.06
----------------------	-----------------

MISCELLANEOUS	
JOB TAX:	0.00
BOND:	0.00

MISCELLANEOUS TOTAL:	0.00
-----------------------------	------

LUMP SUM	
LUMP SUM 1:	0.00
LUMP SUM 2:	0.00
LUMP SUM 3:	0.00
LUMP SUM 4:	0.00

LUMP SUM TOTAL:	0.00
------------------------	------

BID TOTAL:	\$2,673.61
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Phase: MISCELLANEOUS

Item #	Qty	U/	Q/M	Size	Description	Material Unit	Material Result
10048	30.00	FT	M	1	EMT	3.2000	96.00
30109	3.00	EA	M	1	EMT STEEL-SS COUPLING	0.9926	2.98
30179	1.00	EA	M	1	EMT STEEL SS CONNECTOR	1.6507	1.65
160769	3.00	EA	M	1	EMT 1-HOLE STEEL STRAP	1.5041	4.51
160587	4.00	EA	M	#10 x 1"	PLASTIC ANCHOR	0.0417	0.17
160091	4.00	EA	M	1/4 x 1"	CONCRETE DROP-IN ANCHOR	1.7800	7.12
180138	1.00	EA	M	70/3	BOLT-ON BREAKER	0.0000	0.00
	0.00				RECEPTACLE IT ROOM		
TITLE	1.00		M	3/4 EMT #12	20A-2G-DX-SPEC/4sq-R-CVR	0.0000	0.00
140011	2.00	EA	M	20A	DX RECEPT SPECIFICATION GRADE	6.8769	13.75
150098	1.00	EA	M	1/2"D 7,3-CI	4"SQ 2-DX RAISED CVR	1.5882	1.59
150005	1.00	EA	M	1-1/2"D 21.0-CI	4"SQ CMB- KO NO BRKT	0.9747	0.97
160563	6.00	EA	M	#10 x 1"	SHEET METAL SCREW	0.0760	0.46
160169	6.00	EA	M	#10	FLAT WASHER (PLT)	0.0345	0.21
100079	1.00	EA	M	#12	PIGTAIL W/GRD SCREW	0.5369	0.54
100070	2.00	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1955	0.39
10047	1.00	FT	M	3/4	EMT	0.3632	0.36
30178	2.00	EA	M	3/4	EMT STEEL SS CONNECTOR	4.0845	8.17
30108	1.00	EA	M	3/4	EMT STEEL-SS COUPLING	5.0324	5.03
70033	3.00	FT	M	12	THHN/THWN CU (STR)	0.0855	0.26
70115	2.00	FT	M	12	GREEN THHN CU (GRD 20A)	0.0855	0.17
160768	1.00	EA	M	3/4	EMT 1-HOLE STEEL STRAP	0.4726	0.47
160563	1.00	EA	M	#10 x 1"	SHEET METAL SCREW	0.0760	0.08
160169	1.00	EA	M	#10	FLAT WASHER (PLT)	0.0345	0.03
160768	4.00	EA	M	3/4	EMT 1-HOLE STEEL STRAP	0.4726	1.89
Phase Totals:						370.67	
Job Totals:						370.67	

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. 082

ISSUED BY: Pete Gaudreau
Construction Administrator

COPIES TO:

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

DATE: July 9, 2018
4/13/20

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: Add Air Intake for Scuba Gear.

KBA has reviewed COP#082 for the amount of \$1,814.79 and find it to be fair and reasonable.
KBA recommends COP#082 (the amount of \$1,814.79) for approval to the Owner.

Attachments: COP No.



4/10/2020

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 #82 - Air Intake for Scuba Gear

Todd,

Attached is a breakdown of costs to furnish & install the air intake for the scuba gear as discussed during our project meeting.

Items included in this COR are as follows:

- Please see the attached proposal from Araujo Bros 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 **\$1,814.79**

Respectfully Submitted,

Digitally signed by Stephen Traghella
DN: cn=Stephen Traghella, o=Mill City Construction, Inc., ou, email=straghella@mill-city.com, c=US
Date: 2020.04.10 09:07:14 -04'00'

Stephen Traghella, LEED AP
Project Manager

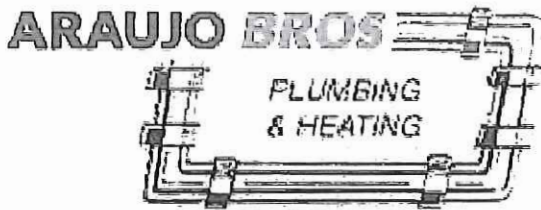
CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #82													
Breakdown of costs for the Air Intake for Scuba Gear													
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	\$ -				\$ -		\$ 89.34	\$ -			\$ -	\$ -
2	Truck	\$ -				\$ -			\$ -			\$ -	\$ -
3	Araujo Bros Plumbing & Heating	\$ 1,709.14				\$ -			\$ -			\$ -	\$ 1,709.14
4		\$ -				\$ -			\$ -			\$ -	\$ -
5		\$ -				\$ -			\$ -			\$ -	\$ -
6		\$ -				\$ -			\$ -			\$ -	\$ -
7		\$ -				\$ -			\$ -			\$ -	\$ -
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9		\$ -				\$ -			\$ -			\$ -	\$ -
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11		\$ -				\$ -			\$ -			\$ -	\$ -
12		\$ -				\$ -			\$ -			\$ -	\$ -
13		\$ -				\$ -			\$ -			\$ -	\$ -
14		\$ -				\$ -			\$ -			\$ -	\$ -
15		\$ -				\$ -			\$ -			\$ -	\$ -
16		\$ -				\$ -			\$ -			\$ -	\$ -
17		\$ -				\$ -			\$ -			\$ -	\$ -
18		\$ -				\$ -			\$ -			\$ -	\$ -
19		\$ -				\$ -			\$ -			\$ -	\$ -
20		\$ -				\$ -			\$ -			\$ -	\$ -
21		\$ -				\$ -			\$ -			\$ -	\$ -
22		\$ -				\$ -			\$ -			\$ -	\$ -
23		\$ -				\$ -			\$ -			\$ -	\$ -
24		\$ -				\$ -			\$ -			\$ -	\$ -
25		\$ -				\$ -			\$ -			\$ -	\$ -
26		\$ -				\$ -			\$ -			\$ -	\$ -
27		\$ -				\$ -			\$ -			\$ -	\$ -
28		\$ -				\$ -			\$ -			\$ -	\$ -
29		\$ -				\$ -			\$ -			\$ -	\$ -
30		\$ -				\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ 1,709.14				\$ -			\$ -			\$ -	\$ 1,709.14
	5% Profit on Sub.												\$ 85.46
	10% DH&P on G.C.												\$ -
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 20.19
	TOTALS											Grand Total	\$ 1,814.79



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: 613
Date: 4-6-20**

**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 in air intake for scuba gear.

• MATERIAL	\$ 91.68
• LABOR	\$ 1,462.08
• OVERHEAD & PROFIT	\$ 155.38

TOTAL \$1,709.14

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.

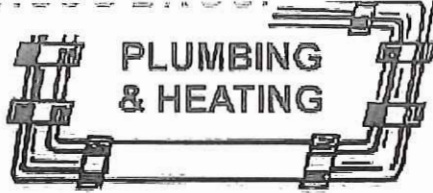
Sincerely,
Araujo Bros Plumbing & Heating, Inc.

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

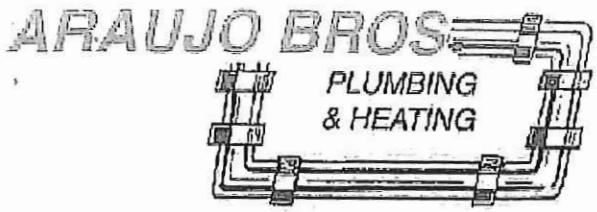
JOB NO.	CUST ORDER#	TERMS	REQUEST NUMBER	DATE
1863 -613	AD	NET 30	613	4/06/20

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
DESCRIPTION: PIPED IN AIR INTAKE FOR SCUBA GEAR			
DATE OF SERVICE: 3-20-2020			
40	2" PVC PIPE	1.28FT	51.20
1	2" PVC SHORTSWEEP	3.87	3.87
1	2" PVC 45	2.18	2.18
1	2" PVC FEMALE ADAPTER	3.69	3.69
10	3/8" THREADED ROD	.85FT	8.50
2	2" CLEVIS HANGER	6.29	12.58
2	2" GALVI SPLIT RING	4.83	9.66
	SUBTOTAL MATERIAL		91.68
16.00	LABOR: TWO MEN/8HRS EA @ \$91.38	91.38	1,462.08
	SUBTOTAL LABOR		1,462.08
	OH&P: 10%		155.38

C/O REQUEST TOTAL

\$1,709.14

Coll-



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

JOB INVOICE

TRANS # 8598

To Marwick Fire Station

 hone _____

ORDER TAKEN BY	<u>Jack Silvia</u>		
DATE OF ORDER	<u>3/20/2020</u>	JOB P.O.	<u>1863-613</u>
<input type="checkbox"/> DAY WORK	<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> EXTRA	
JOB NAME	<u>Marwick Fire</u>		
JOB ADDRESS			
PROJECT MANAGER	<u>Derek A</u>		

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
40'	2" PVC	1 26	51 20	- Piped in Air Intake
1	2" PVC Shortswep	40	3 87	for scuba gear
1	2" PVC 45		2 18	scuba
1	2" PVC Female Adapter		3 69	
70'	3/8 threaded rod		8 49	
2	2" Clevis Hangers	6 29	12 58	
2	2" Galv Split Rings	4 83	9 66	

LABOR	HOURS	RATE	AMOUNT
<u>2 men</u>	<u>8</u>	<u>9.98</u>	

OH+P: 10%

TOTAL LABOR
 TOTAL MATERIALS
 TOTAL OTHER

ITE COMPLETED TOTAL MATERIALS
 Work Completed by _____
 Signature _____

Thank You

TAX
 TOTAL

I hereby acknowledge the satisfactory completion of the above described work

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. 083

ISSUED BY: Pete Gaudreau
Construction Administrator

COPIES TO:

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

DATE: July 9, 2018

6/4/2020

- 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:

COP#083 - Credit for Mechanical Room Unit Heater

KBA has reviewed COP#083 for the Credit amount of (\$1,461.26) and find it to be fair and reasonable.

KBA recommends COP#083 (the amount of (\$1,461.26) for approval to the Owner.

Attachments: COP No.



5/12/2020

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 #83 - Credit for UH-3**

Todd,

Attached is a breakdown of costs for the requested credit of UH-3

Items included in this CDR are as follows:

- Please see the attached proposal from Seekonk Heating Services, Inc.

Please be advised that this CDR 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 **(-\$1,461.26)**

Respectfully Submitted,

Digitally signed by Stephen Traghella
DN: cn=Stephen Traghella, o=Mill City
Construction, Inc., ou,
email=straghella@mill-city.com, c=US
Date: 2020.05.12 07:37:28 -04'00'

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #83													
Breakdown of costs for Credit for UH-3													
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	Seekonk Heating Services, Inc.	\$ (1,445.00)				\$ -			\$ -			\$ -	\$ (1,445.00)
2		\$ -				\$ -			\$ -			\$ -	\$ -
3		\$ -				\$ -			\$ -			\$ -	\$ -
4		\$ -				\$ -			\$ -			\$ -	\$ -
5		\$ -				\$ -			\$ -			\$ -	\$ -
6		\$ -				\$ -			\$ -			\$ -	\$ -
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9		\$ -				\$ -			\$ -			\$ -	\$ -
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15		\$ -				\$ -			\$ -			\$ -	\$ -
16		\$ -				\$ -			\$ -			\$ -	\$ -
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24		\$ -				\$ -			\$ -			\$ -	\$ -
25		\$ -				\$ -			\$ -			\$ -	\$ -
26		\$ -				\$ -			\$ -			\$ -	\$ -
27		\$ -				\$ -			\$ -			\$ -	\$ -
28		\$ -				\$ -			\$ -			\$ -	\$ -
29		\$ -				\$ -			\$ -			\$ -	\$ -
30		\$ -				\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ (1,445.00)				\$ -			\$ -			\$ -	\$ (1,445.00)
	5% Profit on Sub.												\$ -
	10% OH&P on G.C.												\$ -
	Bond Cost Increase (\$11.25 per \$1,000)												\$ (16.26)
	TOTALS											Grand Total	\$ (1,461.26)

SEEKONK HEATING SERVICES, INC.

911 Taunton Avenue

(508) 336-3069

Seekonk, MA 02771

Mill City Construction Co.

May 11, 2020

7 Old Great Road

Lincoln, RI 02865

Attn: Steve Traghella

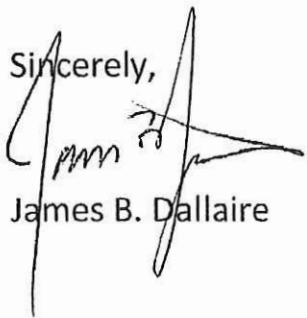
RE: Harwich Fire Station

Subject: Credit for Deleted Unit Heat in Mechanical room

Equipment: Unit Heater HSB048	\$400.00
Labor: Piping and Insulation	\$720.00
Material:	\$200.00
ATC controls:	\$125.00
Total Credit:	\$1,445.00

Any questions please do not hesitate to call.

Sincerely,


James B. Dallaire

CREDIT

~~QUOTATION~~

Ocean State

HEATING REPRESENTATIVES, INC.

851 Shermantown Road
Saunderstown, RI 02874-2006
(401) 295-2828 ~ (401) 294-3299 Fax

DATE May 11 2020

TO: Seekonk Htg Services JOB: Harwich

Atten: Jim

QUANTITY	DESCRIPTION	PRICE
1	STERLING HSB -048	400.00

No sales or use taxes included.
Prices valid for 30 days / Purchase orders must note 30 day payment terms.
Freight refers to mainland USA only.

By TOM MURPHY

CONTROLS CHANGE ORDER PROPOSAL

Project Name: Harwich Fire 2
Change Order Proposal Request: 1
Bid due date: N/A

May 11, 2020

Scope of Work

TC Controls and Services, Inc. proposes to provide change to contract price as described in proposal request

Change Order #01

- **Credit for UH-3 boiler room**
 - Credit for control on/off of unit heater in boiler room
 - Control valve & temperature monitoring supplied under original scope

Notes

- All work performed during normal working hours
- Proposal valid for 30 days

Total DEDUCT for CO #1 ... \$125 ... One Hundred Twenty Five Dollars

Performance Bond: **Not Included**

Sales/Use Tax: **Not Included**

Prevailing Wage: **Included**

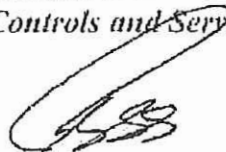
Progress payments within 30 days of invoice date.

ACCEPTED BY:

Company Name: _____

SUBMITTED BY:

TC Controls and Services Inc.



Signature

Signature

Eric Culross

Name: _____

Title: _____

Date: _____

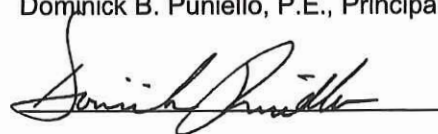
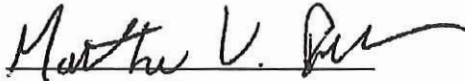
M#71813
J#850 126 00.00

DATE: May 26, 2020

MEMO

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

FROM: Matthew V. DiSalvo, P.E. LEED AP BD+C Dominick B. Puniello, P.E., Principal



DEPT: HVAC

PROJECT: Harwich Fire Station #2
Harwich, MA

SUBJECT: COR #83 – Credit for UH-3

Please be advised as follows:

We have reviewed the Seekonk Heating Services, Inc. portion of COR #83 in the credit amount of (\$1,445.00) for credit associated with deleted unit heat in Mechanical Room. We do not recommend approval and offer the following:

1. Submitted controls credit of \$125 is low: provide materials and labor cost breakdown for the (9) control points owned on M4.01, the associated graphics and programming, control valve, thermostat, and all related wiring.

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

MVD, DBP: lm

Enc.

Cc: Todd Costa, Kaestle Boos Associates, Inc.

Peter Gaudreau

From: Stephen Traghella <straghella@mill-city.com>
Sent: Thursday, June 4, 2020 9:46 AM
To: Peter Gaudreau
Subject: RE: Harwich FS#2 - Change Order CO#010

Good morning Pete,

I'm being told there is no revised credit from the control sub. The materials are all in hand and the piping for the controls was previously done. Seekonk is giving a credit for the unit heater itself which they also have in hand. We can turn over the controller, heater, etc. to the Fire Station if you like but the credit is what it is. Let me know if you have any questions and when the final CO with all of the remaining COR's will be processed?

Thanks,

Stephen Traghella
Project Manager, Leed AP
Mill City Construction, Inc.
7 Old Great Road
Lincoln, RI 02865
Phone: 401-766-3100
Fax: 401-769-8910
Cell: 401-741-2656



From: Peter Gaudreau <pgaudreau@kba-architects.com>
Sent: Thursday, June 4, 2020 9:41 AM
To: Stephen Traghella <straghella@mill-city.com>; Avanthi Kusumba <akusumba@mill-city.com>
Cc: 'James Dallaire' <jimshs@msn.com>
Subject: Harwich FS#2 - Change Order CO#010

Steve,
Please provide the Revised Change Order Request #83 - Credit for UH-3.
Thank you,
Pete

Peter D. Gaudreau, Assoc. AIA
Construction Administrator

KAESTLE BOOS ASSOCIATES, INC
16 Chestnut Street, Suite 301, Foxborough, MA 02035
Office: 508-549-9906 | Cell: 774-526-8885
pgaudreau@kba-architects.com | www.kba-architects.com

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

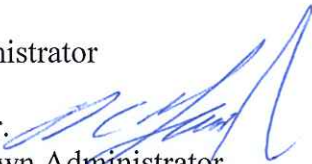


Robert C. Lawton, Jr.
Interim Assistant Town Administrator

732 MAIN STREET, HARWICH
02645

MEMO

TO: Joseph Powers
Interim Town Administrator

FROM: Robert C. Lawton, Jr. 
Interim Assistant Town Administrator

RE: Insurance Contract Renewals

DATE: June 17, 2020

Attached is an insurance renewal we received after 5:00 pm on Wednesday 6/17. The cover notes indicate that we must sign the renewals by Monday 6/29 to insure that the policies do not lapse.

I am familiar with the marine policies and would recommend that you sign the renewal, without the terrorism coverage, as in the past, for \$88,310. Unfortunately these coverages are not available through MIIA so marine insurance broker developed the policies.

RCL



Renewal of: B5JH55358
 Quote Number: 2510282-1
 Date: 06/16/2020

Insurance Company
 Atlantic Specialty Insurance Company
 150 Royall Street
 Canton, MA 02021

This proposal contains only a general description of the coverages and does not include all of the benefits and limitations found in the policy. The insurance policy itself, not this descriptive proposal, will form the contract between the insured and the insurance company.

Proposal COMMERCIAL MARINE PACKAGE

INSURED NAME AND ADDRESS
 TOWN OF HARWICH
 732 MAIN ST
 HARWICH, MA 02645-2717

PRODUCER NAME AND ADDRESS (2003649)
 BOSTON MARINE INSURANCE SERVICES LLC
 PO BOX 293
 RANDOLPH, MA 02368

Policy Period: 12:01 AM July 01, 2020 to July 01, 2021

Schedule of Covered Locations

1.	Cove Road East Harwich, MA 026450000
2.	715 ROUTE 28 HARWICH PORT, MA 026461914
3.	343 Lower County Road Harwich, MA 026450000
4.	15 HARBOR WAY WEST HARWICH, MA 026711810
5.	157 ROUTE 28 WEST HARWICH, MA 026711221
6.	40 & 44 Harbor Road Harwich Port, MA 026460000
7.	Mooring Locations Harwich, etc., MA 111111111

Description of Covered Operations

Municipal Docks, Marina, Vessels

Coverage Section	Coverage Part	Covered/ Not Covered	Premium
SECTION I - Commercial Marine Liability			
Part I	Marine General Liability	Not Covered	
Part II	Protection & Indemnity	Covered	\$3,350
Part III	Bailee Liability	Covered	\$11,965
Part IV	Limited Pollution Liability	Covered	Included
SECTION II - Hull Physical Damage			
Part I	Hull Physical Damage	Covered	\$2,671
Part II	Hull Builders Risk	Not Covered	
SECTION III - Property Physical Damage			
Part I	Piers, Wharves & Docks	Covered	\$70,004
Part II	Mobile Equipment	Covered	\$320
Part III	Fixed Marine Property	Not Covered	
Part IV	Pollution Physical Damage	Not Covered	
Additional Coverages		Not Covered	
	PREMIUM		\$88,310
	TERRORISM	Covered	\$4,416
	CYBER SUITE	Not Covered	
	STATE SURCHARGE		



	TOTAL	\$92,726.00
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Authorized as to Funding
Carl Coppola
Finance Director 0194521594050



**SECTION I DECLARATIONS
COMMERCIAL MARINE LIABILITY COVERAGES**

COMBINED SINGLE LIMITS / DEDUCTIBLE (applicable to all Section I Coverage Parts)	Limit/ Deductible
Each Occurrence	\$0
Products-Completed Operations Aggregate Limit	\$0
General Aggregate (other than Prod./Comp Ops)	\$0
Medical Payments Limit of Insurance	\$0
Damage to Premises Rented - Limit of Insurance	\$0
Combined Single Liability Deductible	\$0

COVERAGE PART II - PROTECTION & INDEMNITY

Description of Vessel(s):

Vessels	Year Built	Size	Type	# of Crew	Premium
-	2010	23'	North Coast Pumpout	0	Included
-	1972	16'	Boston Whaler Workboat	0	Included
-	2014	27'	Eastern Workboat	0	Included
-	2015	24'	Carolina Skiff Pumpout	0	Included

Subtotal Vessel Premium \$0

Endorsements	Premium
Bailee & Vessel Protection & Indemnity	\$3,350

Total P&I Premium \$3,350

Navigation Area

Coastal and inland tributary waters of MA not exceeding twenty-five (25) miles offshore.
--

Note:

(4) Roving Crew

COVERAGE PART III - BAILEE LIABILITY

Covered Operations
Municipal Docks, Marina

The premium charge for this coverage part is included in Section I Coverage Part 1 above.

Endorsements	Limit	Deductible	Premium
Bailee Liability	\$1,000,000	\$1,000	\$11,705
Bailee Limited Pollution Liability	\$1,000,000	\$1,000	\$260

Total Bailee Liability Premium \$11,965



COVERAGE PART IV - LIMITED POLLUTION LIABILITY

Coverage	Covered/ Not Covered	Premium
Coverage B - Watercraft - Owned	Covered	Included

Pollution Limit of Liability - Sub-Limit of Combined Single Limit \$0

Total Pollution Premium

Included

Note:

Limited Pollution Liability Limit - Watercraft Owned - \$1,000,000
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**SECTION II DECLARATIONS
HULL PHYSICAL DAMAGE COVERAGE**

Coverage Part I - Vessel Hull Coverage

Description of Vessel(s):

Name	Year Built	Type	Deductible	Arnt Insured & Agreed Value	Rate	Premium
-	2010	North Coast Pumpout	\$1,000	\$64,600	1.0300	\$665
-	1972	Boston Whaler Workboat	\$1,000	\$5,750	1.0300	\$59
-	2014	Eastern Workboat	\$1,000	\$170,000	1.0300	\$1,751
-	2015	Carolina Skiff Pumpout	\$1,000	\$19,000	1.0300	\$196

Subtotal Vessel Premium

\$2,671

Navigation Area

Coastal and inland tributary waters of MA not exceeding twenty-five (25) miles offshore.
--

Total Hull Premium

\$2,671



**SECTION III DECLARATIONS
PROPERTY PHYSICAL DAMAGE COVERAGE**

COVERAGE PART I - PIERS, WHARVES, & DOCKS

Valuation: Replacement Cost 90% coinsurance

Loc	Description	Insured Value	Base Rate	Deductible	Premium
1	Wood Docks - Description TBA	\$10,000	1.98%	\$1,000	\$198
2	Wood Docks - Description on file	\$5,740,826	0.99%	\$25,000	\$56,834
3	Wood Docks - Description TBA	\$172,000	1.24%	\$2,500	\$2,131
4	Wood Docks - Description TBA	\$87,500	1.24%	\$2,500	\$1,084
5	Wood Docks - Description TBA	\$87,500	1.24%	\$2,500	\$1,084
6	Wood Docks - Description TBA	\$700,000	1.24%	\$5,000	\$8,673

Total Piers, Wharves, & Docks Premium

\$70,004

Note:

Piers, Wharves & Docks Wind, Hail, Flood Deductibles:

Loc. 1 \$2,500
 Loc. 2 \$50,000
 Loc. 3 \$5,000
 Loc. 4 \$5,000
 Loc. 5 \$5,000
 Loc. 6 \$10,000

COVERAGE PART II - MOBILE EQUIPMENT

Valuation: Actual Cash Value 80% coinsurance

Item	Description	Insured Value	Base Rate	Deductible	Premium
1	2010 Load Rite Trailer	\$4,500	2.06%	\$500	\$93
2	2013 Load Rite Trailer	\$2,500	2.06%	\$500	\$52
3	2016 Homemade Trailer	\$5,000	2.06%	\$500	\$103
4	2016 Load Rite Trailer	\$3,500	2.06%	\$500	\$72

Total Equipment Premium

\$320



Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

ADVISORY NOTICE TO POLICY HOLDERS
CHANGES TO COMMERCIAL MARINE PACKAGE POLICY
EDITION DATE 3/2020

Dear Policyholder,

We are pleased to offer to renew the above mentioned policy, which will expire effective at and from the date mentioned above. However, as a condition of renewal there will be changes to your policy which we have summarized below.

No coverage is provided by this notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations Page, when received, for complete information on the coverages your new policy provides. If there is any conflict between the policy and this notice, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

Your new annual policy will be amended as follows:

SECTION I

COVERAGE FORM

IMU 0011 0320 Section I – Coverage Part I – Marine General Liability Insuring Conditions

BROADENING OF COVERAGE

REVISION TO SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion c. Liquor Liability is revised to provide an exception with respect to allowing a person to bring alcoholic beverages onto the named insured's premises for consumption on the named insured's premises.

Exclusion 2. Electronic Data is revised to introduce an exception for liability for damages because of bodily injury.

REVISION TO SECTION V – DEFINITIONS

Definition 4. "Coverage Territory" is revised to include Gulf of Mexico waters.

REINFORCEMENT AND CLARIFICATION OF COVERAGE

REVISION TO SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion c. Liquor Liability is revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

Exclusion j. Aircraft or Auto is revised to delete reference to "in the state".

Exclusion v. Recording And Distribution Of Material Or Information In Violation Of Law was previously added to your policy via mandatory endorsement. The endorsement contained an exclusion addressing injury or damage arising out of any action or omission that violates or is alleged to violate certain statutes, ordinances and regulations. This exclusion is incorporated directly into your policy.

REVISION TO SECTION I – COVERAGES – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

Exclusion p. Recording And Distribution Of Material Or Information In Violation Of Law was previously added to your policy via mandatory endorsement. The endorsement contained an exclusion addressing injury or damage arising out of any action or omission that violates or is alleged to violate certain statutes, ordinances and regulations. This exclusion is incorporated directly into your policy.

Exclusions b. Material Published With Knowledge Of Falsity and c. Material Published Prior To Policy Period are revised to reference "in any manner", with respect to oral or written publication, for consistency with the definition of personal and advertising injury.

REVISION TO SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Supplementary Payments – Coverages A And B is revised to: (1) clarify that expenses we incur in investigation and defense of your claim are included as part of Supplementary Payments; (2) reinforce that coverage is provided for court costs taxed against you, but this section does not provide coverage for plaintiff's attorneys' fees or attorneys' expenses taxed against you. While this change is considered to be a reinforcement of coverage intent, it may result in a decrease in coverage in jurisdictions where courts have ruled that plaintiff's attorneys' fees or attorneys' expenses taxed against the insured can be levied as a supplementary payment; and (3) clarify that all Supplementary Payments are included in the Limits of Insurance in Section I of the policy per the Combined Single Limits of Insurance provision.

REVISION TO SECTION V – DEFINITIONS

Definition 2. "Auto" is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.

Definition 13. "Mobile Equipment" is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.

COVERAGE FORM

IMU0013 0119 Section I – Coverage Part III – Ship Repairer Insuring Conditions
IMU0014 0119 Section I – Coverage Part III – Terminal Operator Insuring Conditions
IMU0015 0119 Section I – Coverage Part III – Stevedores Insuring Conditions
IMU0016 0119 Section I – Coverage Part III – Wharfinger Insuring Condition
IMU0017 0119 Section I – Coverage Part III – Tankerman Insuring Conditions
IMU 0018 0119 Section I – Coverage Part III – Miscellaneous Ballee Insurance Conditions

REINFORCEMENT AND CLARIFICATION OF COVERAGE

REVISION TO SECTION IV - EXCLUSIONS

Exclusions B. and D. are revised to clarify intent with respect to Contractual Liability.

SECTION I COVERAGE PARTS ENDORSEMENTS

IMU 03110320 – Combined Single Limits of Insurance

This form is revised to clarify that all supplemental payments or additional coverage added by endorsement to any Coverage Parts in Section I are to be included in the Combined Single Limits of Insurance. This change is to clarify intent only.

IMU 02170320 – Limitation to Designated Premises or Project

When this endorsement is attached to your policy, coverage is limited to specific premises and/or projects or operations designated in the Schedule of the endorsement. This endorsement has been revised to explicitly address, in the context of a scheduled premises, the location wherein:

- Under Coverage **A**, bodily injury or property damage must occur;
- Under Coverage **B**, the following location-based offenses must be committed:
 - False arrest, detention or imprisonment; or
 - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor; and
- Under Coverage **C**, bodily injury must occur.

If the previous edition of this endorsement was attached to your policy, the attachment of this endorsement may result in a reduction of coverage in the context of a scheduled premises, to the extent coverage might have been previously available or provided for bodily injury location-based offense that is committed, away from a scheduled premises.

IMU 0314 – Additional Insured – Lessor of Leased Equipment

IMU 0315 – Additional Insured – Designated Person or Organization

IMU 0316 – Additional Insured – Owners, Lessees, Contractors – Completed Operations

IMU 0317 – Additional Insured – Vendors

The additional insured endorsements above are revised to indicate that when these endorsements are attached to a policy, if coverage provided to the additional insured is required by contract or agreement, coverage to the additional insured will be afforded to the extent permissible by law and to the extent the named insured is required by the contract or agreement to provide insurance for the additional insured.

Additionally, if coverage provided to the additional insured is required by contract or agreement, the limits of insurance of the named insured's policy that are available to an additional insured will be limited to the extent required by the contract or agreement or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

IMU 0313 – Additional Insured/Waivers (Blanket)

In addition to the revisions to the other additional insured endorsements above, the scope of parties eligible for additional insured status is revised to include any party for whom the insured is performing work under a contract or agreement, any lessor of a premises leased to the insured, and any lessor of equipment leased to the insured. Under this endorsement coverage under our policy will be considered primary and non-contributory with respect to insurance available to the additional insured under certain conditions outlined in the endorsement. This is considered a broadening of coverage over the previous Additional Insured/Waivers (blanket) endorsement.

SECTION III

COVERAGE FORM

IMU 0041 0119 Section III – Coverage Part I – Piers, Wharves & Docks Physical Damage Insuring Conditions

BROADENING OR REDUCTION OF COVERAGE

REVISION TO SECTION II. ADDITIONAL COVERAGE

Paragraph A. Debris Removal is revised to provide that the most we will pay under this additional coverage is 10% of the total covered property or \$50,000, whichever is less. The amount we will pay under this additional coverage may be more or less than before depending on the total covered property.

REDUCTION OF COVERAGE

REVISION TO SECTION I. COVERAGE

Paragraph B. Property Not Covered is revised to replace the existing. Breakwaters, bulkheads, retaining walls sea walls, ripraps, jetties or similar properties built to control water movement or erosion are not considered covered property unless specifically scheduled in the policy Declarations. This may be a limitation of coverage.

REVISION TO SECTION III. EXCLUSION FROM COVERAGE

Exclusion B. is added. This excludes coverage resulting from actual work on the property, unless there is an ensuing loss from fire, explosion, or water damage not otherwise excluded by the terms in the Coverage Part.

SECTION V. WARRANTY

SECTION V. WARRANTY is added. It stipulates the character or design of the insured property shall not change during the term of this insurance, with the exception of alterations carried out for necessary repairs or maintenance with notification to this Company. This is a new provision and can be considered a limitation of coverage.

COVERAGE FORM

IMU 0042 0119 Section III – Coverage Part II – Mobile Equipment Physical Damage Insuring Conditions

CLARIFICATION OR REINFORCEMENT OF COVERAGE

REVISION TO SECTION II. ADDITIONAL COVERAGES

Paragraph B. Automatic Coverage for Borrowed, Rented, or Leased Equipment is revised to require that the Insured report any property attaching under this provision, and pay premium for any exposures reported at agreed policy rates.

COVERAGE FORM

IMU 0043 Section III – Coverage Part III – Marine Property Physical Damage Insuring Conditions

BROADENING OF COVERAGE

REVISION TO PART ONE – MARINE PROPERTY COVERAGE FORM – SECTION I. COVERAGE

Paragraph A. Covered Property, 3.b. is revised to extend coverage for personal property of others to such property when located within 1000 feet of the building or 1000 feet of the described premises, whichever distance is greater.

Paragraph B. Property Not Covered, 11. is revised to provide that the Paragraph does not apply electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system. This revision is also reflected in a revision to Paragraph E. Additional Coverages, 11. Electronic Equipment and Electronic Data, which states that the extension does not apply to such electronic data. With these revisions, coverage for such electronic data will be considered part of the coverage on the building.

Paragraph B. Property Not Covered, 14.b. is revised to make an exception for lawns, trees, shrubs and plants which are part of a vegetated roof, thereby treating such property as an insured part of the building, so that an existing vegetative roof can be replaced with like kind in the event of a loss, subject to policy terms and certain limitations. Accordingly, lawns, trees, shrubs and plants which are part of a vegetated roof are no longer covered under the more limited Outdoor Property Coverage Extension.

Paragraph D. Additional Coverages, 11. Electronic Equipment and Electronic Data is further revised to state that the extension does not apply to stock of prepackaged software. Coverage for prepackaged software will be subject to the Limit of Insurance otherwise applicable to such personal property.

REVISION TO PART THREE – BUSINESS INCOME (AND EXTRA EXPENSE) – SECTION A. COVERAGE

Paragraph 4. Additional Limitation – Interruption Of Computer Operations is revised so that the limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system. A business interruption caused by loss or damage to such electronic data will be subject to the coverage otherwise applicable to a covered business interruption.

REINFORCEMENT AND CLARIFICATION OF COVERAGE

REVISION TO PART ONE – MARINE PROPERTY COVERAGE FORM – SECTION I. COVERAGE

Paragraph D. Additional Coverages, 4. Fire Department Service Charge is revised to specify that the amount of such coverage applies to each premises described in the Declarations. Further, the language of the coverage provision is revised to make it explicit that the designated limit applies regardless of the number of responders or the number or type of services performed.

Paragraph D. Additional Coverages, 5. Ordinance or Law Coverage, d.(2), which relates to enforcement of an ordinance or law, is revised to also refer to compliance with an ordinance or law. Similar references are revised in the policy's Increased Cost Of Construction (ICC) Additional Coverage, Loss Payment and Valuation Conditions, and Replacement Cost Optional Coverage, and in the Period of Restoration definition in the business interruption forms. Further, the ICC coverage grant is revised to explicitly refer to compliance with the minimum standards of an ordinance or law.

REVISION TO PART TWO – CAUSES OF LOSS – A. COVERED CAUSES OF LOSS

The term "risk of" is removed from the provisions related to insured perils in the Causes Of Loss.

REVISION TO PART TWO – CAUSES OF LOSS – B. EXCLUSIONS

Paragraph 1.a. Ordinance Or Law, which relates to enforcement of an ordinance or law, is revised to also refer to compliance with an ordinance or law. Similar references are revised in the policy's Increased Cost Of Construction (ICC) Additional Coverage, Loss Payment and Valuation Conditions, and Replacement Cost Optional Coverage, and in the Period of Restoration definition in the business interruption forms. Further, the ICC coverage grant is revised to explicitly refer to compliance with the minimum standards of an ordinance or law.

Paragraph 1.b. Earth Movement now makes explicit reference to earth movement caused by an act of nature or otherwise caused. In addition, the term earthquake now incorporates tremors and aftershocks. With respect to coverage for Volcanic Action (which is a limited exception to the exclusion of volcanic eruption), all such eruptions that occur within any 168-hour period constitute a single occurrence.

Paragraph 1.g. Water is replaced with a revised exclusion. The revised exclusion contains language reinforcing the scope of the water exclusion, and explicitly states that such exclusion applies regardless of whether the water damage is caused by an act of nature or is otherwise caused. Specific mention is made of various boundary or containment systems such as dams and levees to further highlight this point. Further, express references to tsunamis, storm surge and waterborne material are also added to the exclusion. This exclusion applies to all coverages provided by your Fixed Marine Property insurance, including (if any) property damage and business income coverages, unless stated otherwise in your policy.

SECTION III COVERAGE PARTS ENDORSEMENTS

IMU 0242 0320 Exclusion Endorsement to Section III – Part I – Piers, Wharves & Docks Flood Coverage Exclusion

IMU 0245 0320 Exclusion Endorsement to Section III – Part II – Mobile Equipment Flood Coverage Exclusion

This language replaces the current Flood exclusion in your policy with a revised exclusion. The revised exclusion contains language reinforcing the scope of the Flood exclusion, and explicitly states that such exclusion applies regardless of whether the water damage is caused by an act of nature or is otherwise caused. Specific mention is made of various boundary or containment systems such as dams and levees to further highlight this point. Further, express references to tsunami, storm surge and waterborne material are also added to the exclusion.

The exclusion in this endorsement applies to all coverages provided by your Fixed Marine Property insurance, including (if any) property damage and business income coverages, unless stated otherwise in your policy.

IMU 0243 0320 Exclusion Endorsement to Section III – Part I – Piers, Wharves & Docks Coverage Earthquake Exclusion

IMU 0246 0320 Exclusion Endorsement to Section III – Part II – Mobile Equipment Earthquake Exclusion

The Earthquake Exclusion now makes explicit reference to earth movement caused by an act of nature or otherwise caused. In addition, the term earthquake now incorporates tremors and aftershocks.

With respect to coverage for Volcanic Action (which is a limited exception to the exclusion of volcanic eruption), all such eruptions that occur within any 168-hour period constitute a single occurrence.

SECTION IV

COVERAGE FORM

IMU 006 0320 Section IV – General Exclusions from Coverage Applicable to All Sections

REINFORCEMENT OR CLARIFICATION OF COVERAGE

Paragraph K. AIMU Cyber Exclusion is added. This exclusion was incorporated in your previous policy by endorsement.

SECTION V

COVERAGE FORM

IM 007 0320 Section V – General Conditions for Coverage Applicable to All Coverage Sections

BROADENING OF COVERAGE

Paragraph 23. In Rem is added. This condition provides coverage for an action brought against a covered vessel under the maritime concept of "In Rem" in the same manner as an action against the Named Insured.



MEMO

TO: Joseph F. Powers, Interim Town Administrator

FROM: Griffin Ryder, Town Engineer *GR*

CC: Robert Lawton, Interim Assistant Town Administrator
Meggan Eldredge – Health Director
Carol Coppola – Finance Director/Town Accountant

RE: Comfort Station Janitorial Services – Town of Harwich and S.J. Services, Inc.
Contract Agreement

DATE: June 25, 2020

On June 22, 2020, the Board of Selectmen authorized you to negotiate and execute an agreement with S.J. Services, Inc. for Janitorial Services for the ten (10) comfort stations throughout the Town.

At your direction, I met with the Health Director and we developed a revised cleaning frequency using a blended approach focused on cleaning the more frequently used comfort stations more often than the less frequently used stations as follows:

- Red River Beach (two stall) – 2 cleanings per day
- Bank Street Beach (two stall) – 2 cleanings per day
- Earle Road Beach (two stall) – 2 cleanings per day
- Pleasant Street Beach (two stall) – 2 cleanings per day
- Sand Pond (two stall) – 1 cleaning per day
- Long Pond/Fernandez Bog (two stall) – 2 cleanings per day
- Chamber of Commerce (two stall) – 2 cleanings per day
- Wychemere Harbor (single stall) – 1 cleaning per day
- Allen Harbor (single stall) – 1 cleaning per day
- Brooks Park South (two stall) – 1 cleaning per day

The revised cleaning frequency was presented to the vendor resulting in a new quote for \$78,939.

The Comfort Station Janitorial Services have been procured using the FAC81 Statewide Contract. The contract form is based on the KP Law Contract Template for Services (30B).

Please find the attached executed contract agreement for the Board's confirmation.

CONTRACT

AGREEMENT FOR COMFORT STATION JANITORIAL SERVICES

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 SJ Services, Inc., with an address of 235 Newbury Street Lower Level, Danvers, MA, hereinafter referred to as "Contractor", effective as of the 25th day of June, 2020. 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 Janitorial Services for the Comfort Stations, as set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing June 27, 2020 through October 12, 2020.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$78,939. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

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.
4. The Commonwealth of Massachusetts Executive Office For Administration and Finance, Operational Services Division, FAC81, Master Blanket Purchase Order PO-14-1080-OSD01-00000001379.
5. The Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs Memorandum, dated May 18, 2020, Subject: COVID-19 Outdoor Recreation Facility Restroom Cleaning Best Practices.

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:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

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, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

<u>General Liability</u>	
Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

<u>Automobile Liability</u>	
Bodily Injury Liability:	\$ 500,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance
Coverage for all employees in accordance with Massachusetts General Laws

<u>Umbrella Policy</u>	
General Liability:	\$1,000,000

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 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,

_____, 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.

Social Security Number or
Federal Identification Number

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

TOWN OF HARWICH

By

by its Interim Town Administrator as
authorized by the Board of Selectmen

Printed Name and Title



as authorized by the Board of Selectmen

Approved as to Availability of Funds:

 (\$ 78,939)

Town Accountant Contract Sum
709640/HARW/0001

11914212/545000
FEMA - Covid-19 Sanitation/Disinfection

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

Daniel Shea, 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.

04-3214662
Social Security Number or
Federal Identification Number


S. J. Services, Inc.
Signature of Individual or
Corporate Name

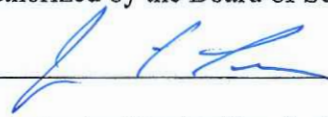
By:
Corporate Officer
(if applicable)

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


CONTRACTOR

TOWN OF HARWICH

By 
Daniel Shea - Director of Business Development.
Printed Name and Title

by its Interim Town Administrator as
authorized by the Board of Selectmen

as authorized by the Board of Selectmen

Approved as to Availability of Funds:

 (\$ 78,939)
Town Accountant Contract Sum
709640/HARW/0001

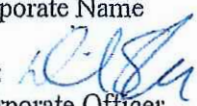
11914212/545000
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Social Security Number or
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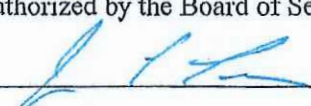
S. J. Services, Inc.
Signature of Individual or
Corporate Name
By: 
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By 
Daniel Shea - Director of Business Development.
Printed Name and Title

by its Interim Town Administrator as
authorized by the Board of Selectmen

as authorized by the Board of Selectmen

Approved as to Availability of Funds:

 (\$ 78,939)
Town Accountant Contract Sum
709640/HARW/0001

11914212/545000
FEMA - COVID-19 Sanitation/Disinfection

ATTACHMENT A

TOWN OF HARWICH COMFORT STATION JANITORIAL SERVICES

SCOPE OF SERVICES AND SPECIFICATIONS

Purchase Description/Scope of Services

The Town of Harwich is seeking bids for janitorial services for selected town comfort stations. General conditions, minimum performance requirements and comfort station services and contract are included as Exhibits 1-6.

Contract Term Length

After selection of the lowest price responsive and responsible bid, a written contract containing the terms of this IFB and the bidder's response shall be executed by the successful respondent and the Town.

The contract period is for the 2020 beach season (terminating the day after Columbus Day). The Town anticipates a 06/27/2020 start date; however, the actual period will be determined as mutually agreed upon between the Town and successful respondent.

The form of contract, minimum terms and conditions is included with these bid documents. Any terms or conditions imposed by a respondent must be contained within their response and must not conflict with the requirements and/or specifications contained within this IFB.

Bid Form

Each bidder must submit the following Bid Form included as Attachment A. Bid forms must be completed in ink or by typewriter. The bid price for each item on the form shall be stated in figures. Discrepancies between the indicated sum of any column(s) and the correct sum of any column(s) will be resolved in favor of the correct sum. All bid forms must be signed by an officer of the company authorized to enter into contracts.

Site Visit (optional)

Prospective bidders are encouraged to schedule a site visit with the Town to view the comfort stations. Site visits can be arranged by contacting the Town of Harwich Facilities Maintenance Manager, Sean Libby, slibby@townofharwich.us, (508) 430-7555.

Substitutions

Bids shall be based on using the products as specified and provided in the IFB documents. Where several materials are specified by name for one use, any of those so specified may be supplied.

Whenever the specified products are specified exclusively by trade name, by manufacturer's name or by catalog reference, only such items shall be provided, unless the Town's written approval for substitution is secured in accordance with the conditions of the IFB and/or contract.

Work Schedule, Time Limits, and Notice to Proceed

When required by the IFB documents, bidders shall furnish a proposed work schedule, in writing, with their bid. A final work schedule shall be submitted at the time of delivery of the executed contract to the Town, allowing for completion of the contract work prior to the date specified in the IFB documents and final contract. The Town will review the completed documents, proposed schedule, ask for revisions or corrections, if any, and issue a "Notice to Proceed," indicating the Town's agreement with the final contract terms and schedule. Work may begin upon receipt of the Notice to Proceed.

Additional Information or Specifications

Exhibit 1 General Conditions and Provisions

Exhibit 2 Minimum Performance Requirements

Exhibit 3 Cleaning Checklist

Exhibit 4 Single Stall Comfort Station Representative Floor Plan

Exhibit 5 Two Stall Comfort Station Representative Floor Plan

EXHIBIT 1 – General Conditions and Provisions

General Conditions It is the intent of these specifications to document all services, supplies and equipment required to clean and keep clean all areas not specifically excluded.

Performance. Contractors are expected to maintain an overall cleaning performance level at or above the standards listed. The cleaning standards outlined in this IFB are the minimum acceptable level of performance.

Labor/Full-time Contractor shall provide an adequate number of competent, properly trained personnel with qualified supervision to provide the services required at all times. Contractor shall provide all personnel with a complete set of specifications and cleaning schedules to ensure all required services are completed. Any Contractor's employee whose employment or performance is objectionable to the Town shall be immediately removed from this Contract.

Contractor shall insure satisfactory security clearance for all employees who will perform work on the premises. Employees who are "not a United States citizen or have not been granted status by the United States government as a permanent resident alien" will not be allowed to work at this facility.

Equipment. The Successful bidder is responsible for all cleaning equipment and products, this includes, brooms, dust pans, mops, mop buckets, cleaning and disinfectant solution for floors, walls, surfaces, toilets, sinks, Vacuum cleaners, vacuum bags, dusting products and materials, window cleaning products and materials.

Contractor Employee Requirements. The Harwich Police Department shall conduct a Criminal Offender Record Information (CORI) check on all candidates prior to assignment to perform services required by this contract.

The contractor shall submit brief resumes of proposed employees and any replacement employees, and offer the Town an opportunity to interview the individual. Along with the resume, the contractor shall submit a statement that a background check has been conducted and the employee is determined to be appropriate for position. If the Town is not reasonably satisfied that the proposed employee has adequate ability and/or experience, the Town shall notify the contractor in writing within ten (10) working days after receiving the resume and completing any interview. In which case, the contractor shall propose another replacement and the Town shall have the same right of approval. The Town shall have the right to require the contractor to remove forthwith any employee from his/her position if their performance is considered unsatisfactory for any reason.

The contractor shall require proposed employees to monitor their health status for symptoms of COVID-19 and not allow sick employees to enter the Town of Harwich comfort stations. Symptoms include fever, cough, shortness of breath.

Security. The Contractor shall be responsible for use of all access keys issued. Under no circumstances shall Contractor's employees admit anyone to areas controlled by key in their possession.

Alarms must be set at each building that has an alarm when you are through cleaning each day. All doors and windows shall be closed and locked upon completion of cleaning operations. All areas shall be double-checked by the on-site cleaning supervisor at end of shift to verify the areas are secured. The Contractor shall not duplicate any keys under any circumstances.

Contractor employees shall not disturb papers or personal effects on desks, open drawers or cabinets, use telephone, computer equipment, radio or television sets, or tamper with other personal or Town property.

Inspection. The Contract Manager or his/her designee will conduct periodic inspections of the work. Inspections can occur weekly or on a daily basis depending on any issues that arise with the quality of the work. The

Contractor's Supervisor shall be available upon request, for joint inspections with the Contract Manager. The Contractor's Supervisor is required to perform and record daily inspections utilizing an approved checklist for all areas and must leave the inspection form for the Contractor Manager to view the next morning.

Meetings may be held with the Contractor, or his designees, as necessary to review cleanliness and/or deficiencies.

Materials and Supplies. The successful bidder shall provide all materials and supplies required to carry out the cleaning operations within the scope of this contract including but not limited to paper product, hand soaps, plastic trash can liners.

The Contractor is responsible for all cleaning equipment and products, this includes, brooms, dust pans, mops, mop buckets, cleaning solution and disinfectant for floors, walls, surfaces, toilets, sinks, vacuum cleaners, vacuum bags, dusting products and materials, window cleaning products and materials.

The cleaning products shall be compliant with the EPA and approved for use against COVID-19. The contractor shall be responsible for submitting all cleaning products for approval by the Town. Material Safety Data Sheets (MSDS) must be included in the product submittal to the Town for all products used to clean and disinfect the areas described herein for the length of the contract.

The Contractor shall not use Town equipment or supplies. Cleaning products used shall not leave heavy bleach smell that might disturb the public and/or employees.

The Town Areas, requiring cleaning, are grouped as follows:

Comfort Stations

Red River Beach (two stall)
Bank Street Beach (two stall)
Earle Road Beach (two stall)
Pleasant Street Beach (two stall)
Sand Pond (two stall)
Long Pond/Fernandez Bog (two stall)
Chamber of Commerce (two stall)
Wychemere Harbor (single stall)
Allen Harbor (single stall)
Brooks Park South (two stall)

Cleaning Standards. The contractor shall agree to meet the following cleaning standards when performing the cleaning schedule outlined in this IFB. These cleaning standards shall be used to assess the quality of cleaning performance of the contractor during inspection(s).

Cleaning Frequency and Schedule. - The cleaning frequency and schedule for each of the comfort stations shall be:

1. The cleaning frequency for each comfort station shall be:
 - Red River Beach (two stall) – 2 cleanings per day
 - Bank Street Beach (two stall) – 2 cleanings per day
 - Earle Road Beach (two stall) – 2 cleanings per day
 - Pleasant Street Beach (two stall) – 2 cleanings per day
 - Sand Pond (two stall) – 1 cleaning per day
 - Long Pond/Fernandez Bog (two stall) – 2 cleanings per day
 - Chamber of Commerce (two stall) – 2 cleanings per day

Wychemere Harbor (single stall) – 1 cleaning per day
Allen Harbor (single stall) – 1 cleaning per day
Brooks Park South (two stall) – 1 cleaning per day

2. For the comfort stations that are to be cleaned two (2) cleanings/day: First cleaning between the operating hours of 10:00AM and 2:00PM and the second cleaning shall be completed at 6 pm or later. Following the evening cleaning the vendor shall be responsible for closing up and locking the comfort station for the night.
3. For the comfort stations that are to be cleaning one (1) cleaning/day: The cleaning shall be completed at 6 pm or later. Following the cleaning the vendor shall be responsible for closing up and locking the comfort station for the night.
4. As noted herein the vendor is responsible for locking up the comfort stations in the evening at 6 pm or later. The vendor shall start the first comfort station cleaning at 6 pm and then immediately proceed to the next comfort stations until all of the comfort stations are cleaned and locked up. The Chamber of Commerce shall be cleaned last. The Town will provide the vendor with keys for each of the comfort stations.

Signage – Signage will be posted noting the daily cleaning time frames. The successful bidder shall be responsible for completing a cleaning checklist and signing off at the completion of each cleaning certifying that the cleaning has been conducted per the State of Massachusetts and Centers for Disease Control and Prevention.

All Areas

In order to ensure a high standard of cleanliness the following requirements are mandatory specifications, representing the basic frequency of cleaning required.

Glass, Plastic Laminate and Metal Surfaces - Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust, accumulated dirt and soil from sill and, ledges.

Corners/Thresholds - Shall be free of dust, cobwebs, dried-soil, accumulated dirt, finish build-up and debris. These areas shall appear visibly and uniformly clean.

Windows Sills and Other Glass Surfaces - Window sills and framework shall be free of dust and soil without causing damage. They shall appear visibly and uniformly clean. All glass entry doors, both exterior and interior and mirrors in rest rooms shall be cleaned including the elimination of streaks, film and cleaner residue.

Floors - Shall be free of dust, dried-soil, gum, spots, stains and debris.

Tile floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue on the floor, in corners, and the junction between wall and floor. When washing the floors, you must use clean water, ring out the mop and be sure to get as much water off the floor as you can so it is not dangerous.

Walls, Shelving, End Panels, Shelving Tops, Chairs, Tables, Furniture and Fixtures - Shall be free of dust, dried-soil and stains without causing damage. These surfaces shall appear visibly and uniformly clean.

Lockers – Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.

Trash, Recycling Bins – Trash and Recycle bins are to be checked daily and emptied. Their surfaces shall be cleaned, free of dust, dirt and be free of cleaner residue, streaks and film. Regular trash and recycling items must be put in correct dumpsters or bins that are provided by the Town.

In general, trash shall be removed within 20-feet of the exterior of the buildings described herein and disposed of appropriately.

Restroom Areas

The bathrooms in each building that you are cleaning for the day must be thoroughly cleaned, disinfected and stocked.

Dispensers and Hardware - Shall be free of dust, dried-soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. Soap should run freely and dispensers should be cleaned of hardened or clogged soap. Dispensers shall be refilled when required with proper expendable supply item.

Toilet Paper Holders - All toilet paper holders and paper towel dispensers must be fully stocked. Stock must NOT be moved around between buildings. For each bathroom in each building there should be three to four rolls of toilet paper and one extra roll of paper towels. All toilet paper holders shall be disinfected.

Sinks - Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and disinfected,.

Mirrors - Shall be free of dust and soil. Mirrors and surrounding framework shall appear streak-free, film-free and uniformly clean.

Toilets and Urinals - Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.

Floors - Shall be free of dust, dried-soil, gum, spots, stains and debris. Tile Floors shall be washed and disinfected daily and grout joints appear visibly clean and unstained. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film on the floor, in corners, and the junction between wall and floor.

Walls, Doors, stall latches and Cabinetry - Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected.

Waste and Recycling Containers - Contents shall be removed from waste and recycling containers and can liners be replaced. Inside and outside of the container shall be cleaned. Containers will be wiped clean, disinfected and shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

EXHIBIT 2 – Minimum Performance Criteria

1. Cleaning and Disinfection of all Fixtures

- a. Cleaning all fixtures each day you are schedule to clean that building. Fixtures in restrooms, including but not limited to sinks, faucets, toilets and all door handles, stall latches, push plates must be cleaned and disinfected daily.

2. Cleaning and Disinfection Of Handrails

- a. Clean and disinfect all handrails.

3. Restrooms

Restroom cleaning and disinfection

3.1. Each cleaning of restrooms to include the following:

- a. Spray and wipe down all walls and toilet partitions with a cleaner/disinfectant.
- b. Clean all fixtures interior and exterior, sinks, urinals, toilets, flush valves, and all exposed chrome with a cleaner/disinfectant paying particular attention to toilets during the summer months when humid conditions exist.
- c. Wash down and disinfect all doors and door push plates/handles and stall latches
- d. Clean all mirrors with a spray window cleaner.
- e. Clean all counters with a cleaner/disinfectant, which will not leave heavy bleach smell.
- f. Wet wash floors with a cleaner/disinfectant, then rinse to a damp dry condition.
- g. Refill all soap, toilet paper and paper towel dispensers.
- h. Refill all air freshener dispensers (if available)

4. Equipment supplies Responsibilities:

- a. The successful bidder is responsible for all the cleaning equipment and products, this includes but is not limited to; brooms, dust pans, mops, mop bucket, cleaning solution and disinfectant for floors, walls surfaces, toilets, sinks, vacuum cleaners, vacuum bags, dust cloths or dusting product, dust sprays, window cleaning materials such as cloths or towels, window cleaning products, like window spray cleaners. All chemicals must be approved for use by the Town.

CHECKLISTS

Contractor shall complete and turn in checklists (Exhibit 3) for each cleaning of the Comfort Stations to the DPW Facilities Maintenance Manager via e-mail at the end of each day's cleaning. Copies of the checklists are attached at the back of this section. Note that some items included herein may not be listed on the checklist but are still expected to be completed.

Comfort Station Cleaning Checklist

Date:

Start Time:

Comfort Station:

Cleaning (circle one):

10am-2pm

Evening (≥6pm)

	Initial Each Item Below as Completed
Remove trash, replace liner	
Remove cobwebs	
Wash and disinfect door push plates & handles	
Wash and disinfect walls and partitions	
Wash mirrors	
Refill soap dispensers	
Refill Paper towel dispensers	
Refill toilet Paper dispensers	
Clean all fixtures, scrub free from solids and discoloration. Disinfect with approved disinfectant .	
Sweep floors and Wash with approved disinfecting cleanser	
Clean and disinfect all remaining surfaces	

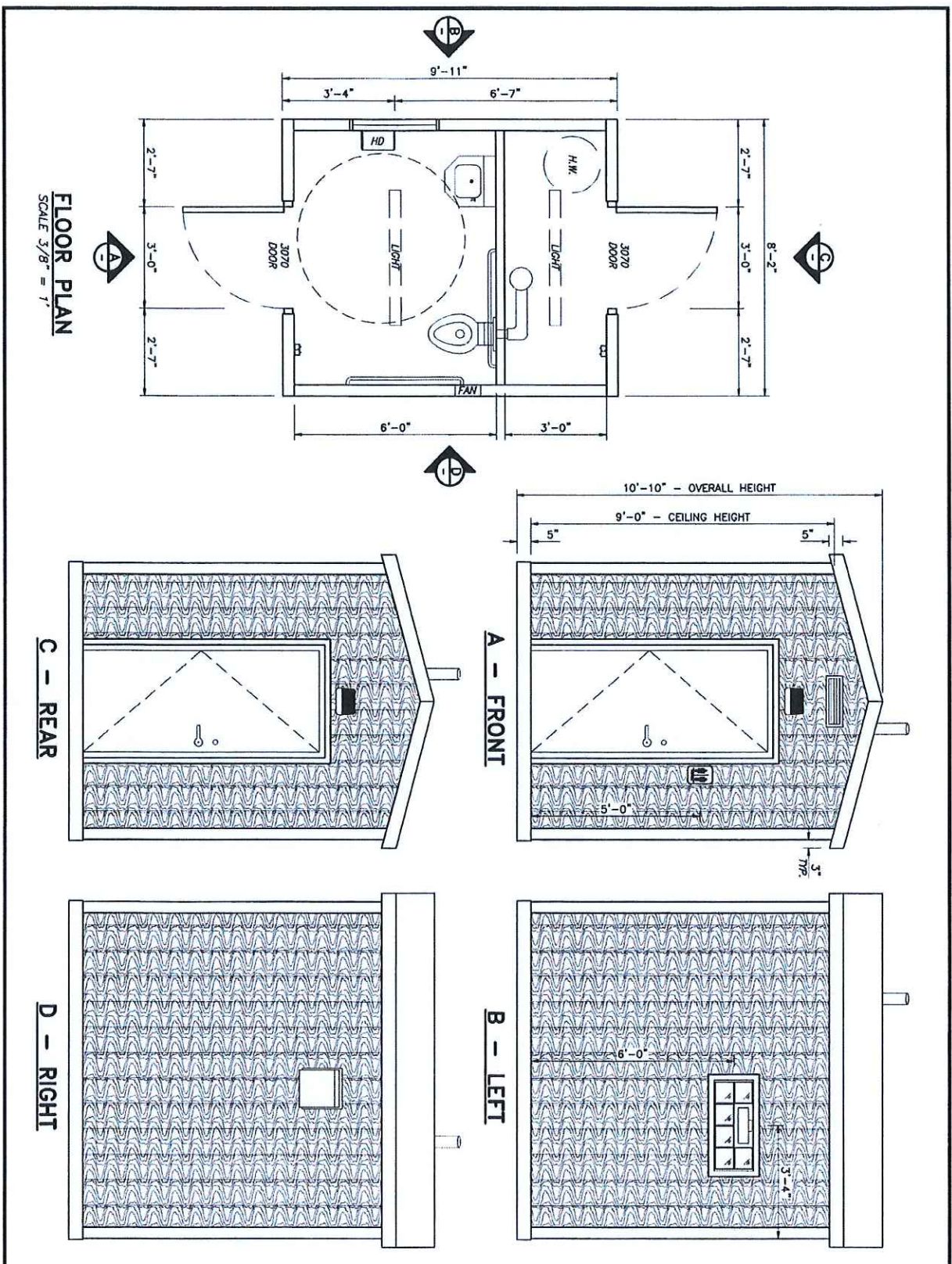
Completion Time:

Printed Name:

Singature:

By checking and signing this checklist the contractor certifies that the cleaning has been completed per the contract specifications.

**Exhibit 4 - Representative Single Stall Floor Plan
-Allen Harbor & Wychemere Harbor**



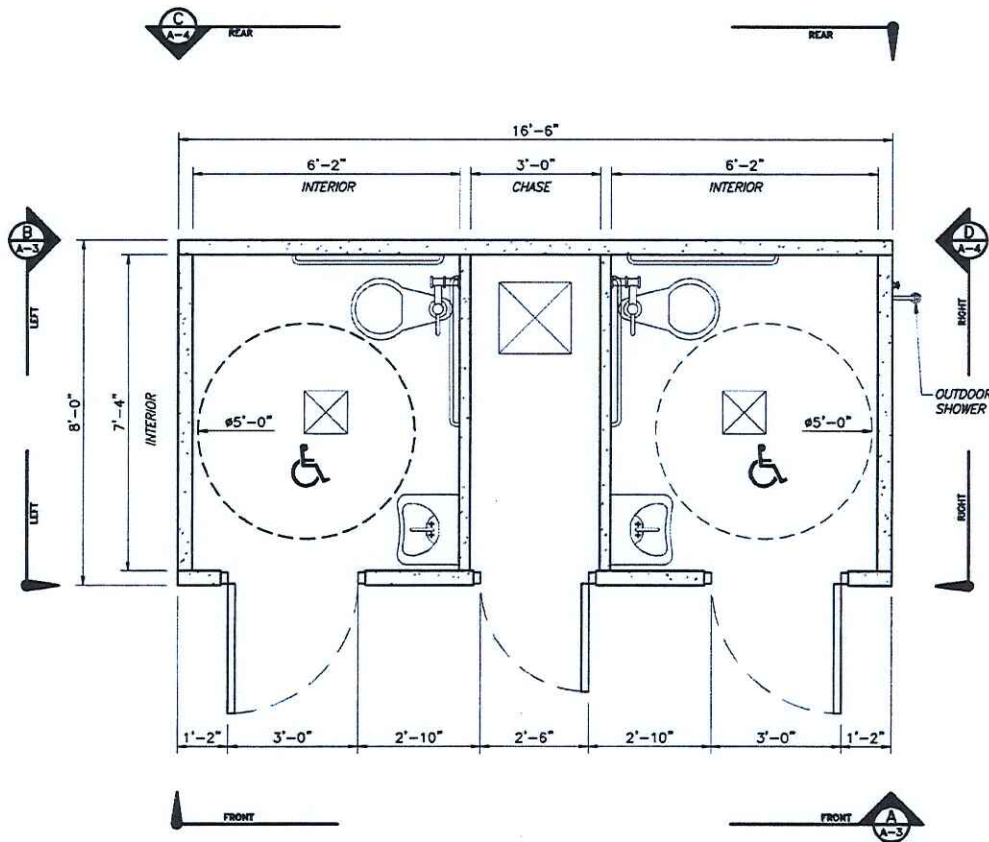
<p>K/SHEA CONCRETE PRODUCTS New England's Premier Precaster 800-696-7432 (SHEA) www.sheaconcrete.com 713 Salem Street-Milford, MA 151 Conantway Hwy-Rochester, MA 87 Kennebec Road-Lewiston, MA 180 Old Turnpike Rd-Hillsborough, NH PO Box 520-Milford, MA 01897</p>	<p>EAST SEFT CONCRETE WORLDWIDE</p> <p>3118 GUILLET RD PO Box 400 Midland, VA 22728 www.eastseft.com</p>	<p>McGINNIS & ASSOC. STRUCTURAL ENGINEERS 1110 Westmark Drive Sohni Louis, MO 63131 314-835-1224</p>	<p>Third Party Inspection Agency ASAP Engineering & Design Co. 1000 North Main Street Hillsborough, MA 02345 508-948-3581</p>	<p>Project: 9'-11" x 8'-2" x 10'-10" h UNISEX RESTROOM ALLEN HARBOR BOAT LAUNCH AREA 3481 LOWER COUNTY RD HARWICH, MA 02845</p>	<p>FLOOR PLAN & ELEVATIONS</p> <p>Drawing Title</p>	<p>Design By: MAF Issue Date: 08/19/2015</p>	<p>Scale: AS NOTED Sheet No.: A-1</p>									
	<p>PRELIMINARY - NOT FOR CONSTRUCTION</p>			<p>Revised - NOT FOR CONSTRUCTION</p> <table border="1"> <thead> <tr> <th>Date</th> <th>Description</th> <th>Rev. By</th> </tr> </thead> <tbody> <tr> <td>08/19/15</td> <td>initial design</td> <td>MAF</td> </tr> <tr> <td></td> <td></td> <td>MAF</td> </tr> </tbody> </table>	Date	Description	Rev. By	08/19/15	initial design	MAF			MAF			
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08/19/15	initial design	MAF														
		MAF														

Exhibit 5 - Representative Two Stall Floor Plan

-Community Center, Long Pond & Pleasant Street Beach

-Red River & Earle Road Beach are similar

-Bank Street, Sand Pond & Brooks Park South are stick built and differ a little but have two stalls with more fixtures (Men and Women)



FLOOR PLAN

SCALE $\frac{3}{8}'' = 1'-0''$
 PRELIMINARY - NOT FOR CONSTRUCTION

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 CONCRETE PRODUCTS
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 800-696-7432 (SHEA)
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 Middleborough, MA 02346
 508-946-3561

Date	Description	Rev.	By.
01/06/14	FOR APPROVAL	▲	MAF
		▲	
		▲	

Project
8'-0" x 16'-0" x 10'-3" h
HARWICH PUBLIC
RESTROOMS
 100 OAK ST. & LONG POND BEACH
 HARWICH, MA 02845

Drawing Title
FLOOR PLAN

Drawn By: MAF	Scale: AS NOTED
Issue Date: 01/24/2014	Sheet No. A-1



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

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<http://www.mass.gov/eea>

Memorandum

From: Executive Office of Energy and Environmental Affairs

Date: May 18, 2020

Subject: COVID-19 Outdoor Recreation Facility Restroom Cleaning Best Practices

These best practices detail the standards and processes for the cleaning and disinfecting of certain outdoor recreation facility restrooms.

Definitions

- ❖ *Germs* are defined as a microorganism which causes a disease in a human host.
- ❖ *Virus* is defined as an infective agent that causes disease or infection in a human host.
- ❖ *Cleaning* refers to the removal of dirt and impurities, including germs, from surfaces. Cleaning includes but is not limited to wiping of surfaces, vacuuming, sweeping and mopping carpets and floors, and removing visible debris. Cleaning alone does not kill germs.
- ❖ *Disinfecting* works by using chemicals to kill germs and viruses on surfaces. This process kills more germs and viruses than sanitizers. A cleaning product is used first, then the surface is disinfected.
- ❖ *Surfaces* are the outside part or uppermost layer of something.

Cleaning and Disinfection of Surfaces (solid and porous)

Products

- ❖ Surfaces should be cleaned prior to disinfection.
- ❖ Solid surfaces shall be disinfected using products that meet [EPA's criteria for use against the COVID-19 Virus](#).
 - Follow manufacturer's instructions for application and proper ventilation.
 - Check to ensure the product is not past its expiration date.
 - Never mix household bleach with ammonia or any other cleanser.

Personal Protective Equipment (PPE):

- ❖ **Wear disposable gloves and masks for all tasks in the cleaning process and disinfection process.**
 - Gloves and face coverings shall be compatible with the disinfectant products being used. Gowns and face shields are not required.
 - Check to see if the product manufacturer recommends additional PPE.
 - Beware of the risk of splash or backsplash.
 - Be sure to **clean hands** after removing gloves.
- ❖ Remove gloves and face coverings carefully to avoid contamination of the wearer and the surrounding area.
- ❖ Clean hands immediately after gloves are removed.

Other Cleaning Procedures

Section 1: Preparation

When preparing for restroom cleaning:

1. Review the supply checklist then organize all supplies that will be needed, such as soap and paper dispenser refills, cloths, bowl brush and other proper cleaning equipment.
2. Gather all the properly labeled cleaners that will be needed. Be sure that the correct dilution rates are used according to the manufacturer's recommendations.
3. Display the proper caution signs to warn of wet floors and close the restrooms to patrons before beginning to clean.

Section 2: Order of Tasks

Remember these three rules of restroom cleaning:

Rule #1: Always clean top to bottom.

Rule #2: Clean from dry to wet.

Rule #3: Work towards the exit door.

Cleaning Toilets and Urinals - Part 1

- ❖ Apply the proper disinfectant to the bowls ahead of time, which make it easier with cleaner results.
- ❖ First, flush each unit. This is done to ensure that the unit is free of contamination and determine if it's working properly. Report any damage or malfunctioning units to your supervisor or maintenance department.
 1. It is good practice to back-flush commodes before cleaning. Do this by inserting the bowl brush several times into the bowl throat, forcing the water up and over the bowl trap. This eliminates the water in the bowl, allowing more of the surface to be cleaned and less dilution of the cleaner.

2. For urinals, remove debris with picker tool and place the urinal screen on a paper towel while you clean.
3. Apply a disinfectant solution to the interior and exterior surfaces of all urinals and toilets.
4. Let it stand and move on to “dry cleaning.”

High Dusting

- ❖ Practicing the “top to bottom” rule, begin by using a long handled high duster to remove dust from ceiling corners, wall vents, tops of partitions, door frames, windowsills, light fixtures and other high areas that may gather dust.

Trash Removal

- ❖ Empty all trash receptacles and disposal units. Spray the receptacles with disinfectant spray.

Disinfect Dispensers:

- ❖ Clean the exterior of the soap dispensers with a damp cloth and a disinfectant solution. If necessary, remove any buildup around the delivery area. Allow it to air dry.
- ❖ Damp wipe the outside of the towel dispenser or the hand dryer with a disinfectant solution and allow it to air dry.
- ❖ Damp wipe the outside of toilet tissue dispensers with disinfectant solution.

Dry Floor Care

- ❖ Dust mop the floor starting at the farthest corner and working towards the door. Collect the dirt with a dustpan and place it in the proper trash receptacle.

Sinks and Countertops

- ❖ Clean sinks by first using a paper towel to remove any hair or debris. Spray disinfectant inside of the sink and exterior surfaces including all metal handles, faucets and the plumbing until covered. Allow the product to stand for at least 10 minutes for proper disinfection. Wipe using a paper towel, clean cloth or sponge.

Infant Changing Stations

- ❖ Clean changing stations by first using a paper towel to remove any debris. Spray disinfectant on all surfaces including interior and exterior sides of table. Allow the product to stand for at least 10 minutes for proper disinfection. Wipe using a paper towel, clean cloth or sponge.

Mirrors and Glass Surfaces

- ❖ Clean mirrors and glass surfaces.

Spot Cleaning

- ❖ Spot clean with disinfectant solution to remove any stains and dirt from walls and switches. Make sure to spray the cleaner on the paper towel, cloth or sponge when cleaning light switches or fixtures.

Cleaning Toilets and Urinals - Part 2:

- ❖ Now that the disinfectant has had ample contact time, you can continue cleaning the toilets and urinals.
- ❖ Clean the inside of the toilet with the bowl brush paying close attention to the underside of the flush rim. This prevents the accumulation of bacteria that can spread disease and create unpleasant odors.
- ❖ Flush toilet to rinse the bowl. Use the clean water to rinse your bowl brush.
- ❖ Flush toilet again.
- ❖ Wipe down the exterior surfaces of the fixture with a clean paper towel or cloth.
- ❖ Damp wipe all the flush handles and all other chrome. Allow the disinfectant to air dry.
- ❖ Use an acid bowl cleaner the flush rim once a week. Remove water by back-flushing with a bowl brush. Saturate the brush with the cleaner and wet all surfaces thoroughly. Rinse by flushing. Only use the acid bowl cleaner on the interior of the bowl and NEVER on the seat. Acid residue could cause harm to skin.
- ❖ For urinals, use a bowl brush and wash the pre-sprayed disinfectant from the top to the bottom.

Tubs and Showers

- ❖ When cleaning tubs and showers, first remove all gross soils.
- ❖ Apply a tub and shower disinfectant to the walls and floors of a tiled shower stall. Be sure to read the label for dilution recommendations. Thoroughly wet all surfaces including the door tracks, doors, walls, soap dish, faucets and showerhead.
- ❖ Allow approximately ten minutes of contact time. Wipe with a nonabrasive scrub pad or sponge.
- ❖ Rinse thoroughly.
- ❖ **Always use a nonacid disinfectant on fixtures.** Acid disinfectants are highly corrosive. Follow manufacturer's recommendations for fiberglass showers.
- ❖ Dry all surfaces carefully to prevent slips and falls.

Final Spot Cleaning

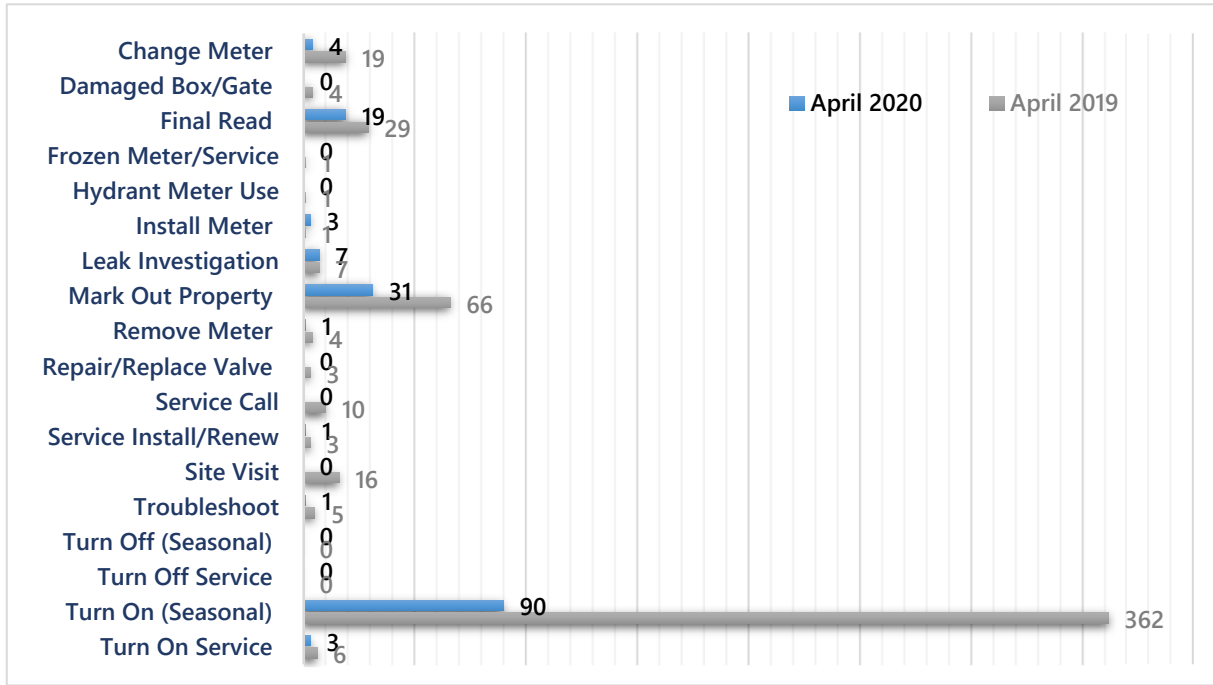
- ❖ Do final spot cleaning on the places that are most often touched in a restroom. Spray disinfectant on the handles of urinals, toilet seats, doors and towel dispensers as a final precaution to reduce cross-contamination.

Wet Mopping

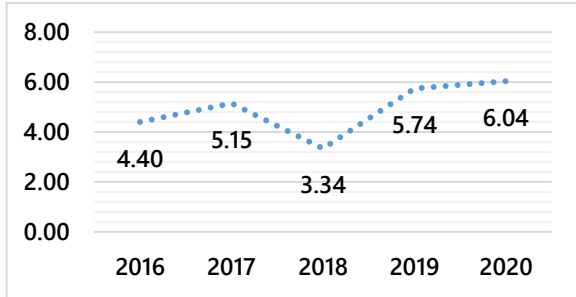
- ❖ Wet mop the floor with a disinfectant solution starting from the farthest corner of the room working toward the exit door.
- ❖ Apply the solution from the mop bucket moderately with special attention given to toilet areas, urinals and sinks.
- ❖ Be sure to change the solution once it becomes visibly diluted or contaminated with soil; or at the very least after every three restrooms regardless of visible contamination.

TOWN
ADMINISTRATOR'S
REPORTS

Service Activity



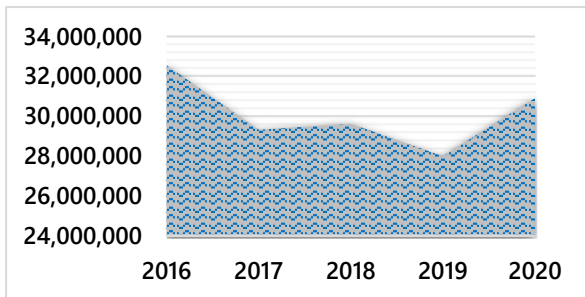
Rainfall in Inches



Calendar Activity

- COVID/Remote/Essential Work 4/1-4/24
- COVID/Check In-Out Dept Head Mtgs 4/1-4/30
- COVID/Alt Remote/All Work 4/27-4/30
- Patriot's Day Holiday 4/20
- Meter Reading 4/1-4/3
- WW Customer Appts (1)
- Team/Cold Brook Attenuation Mtg 4/15
- BOS/BOWC/Zoom 4/16
- Pleasant Bay Watershed Group Mtg 4/23
- Q3 Billing 4/21
- Consumer Confidence Report Completion

Pumpage in Gallons



Miscellaneous

- 2019 Consumer Confidence Report
- www.harwichwater.com/ccr

Monthly Pumping Change

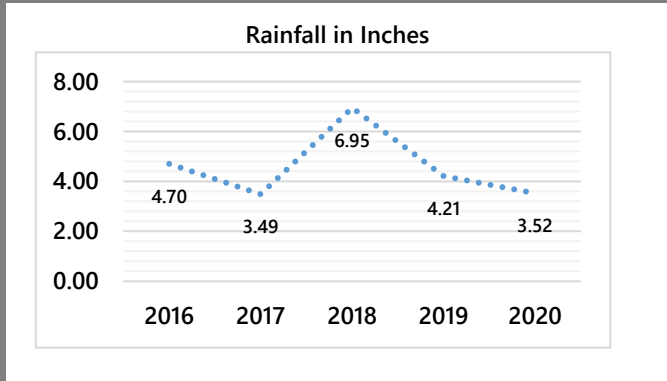
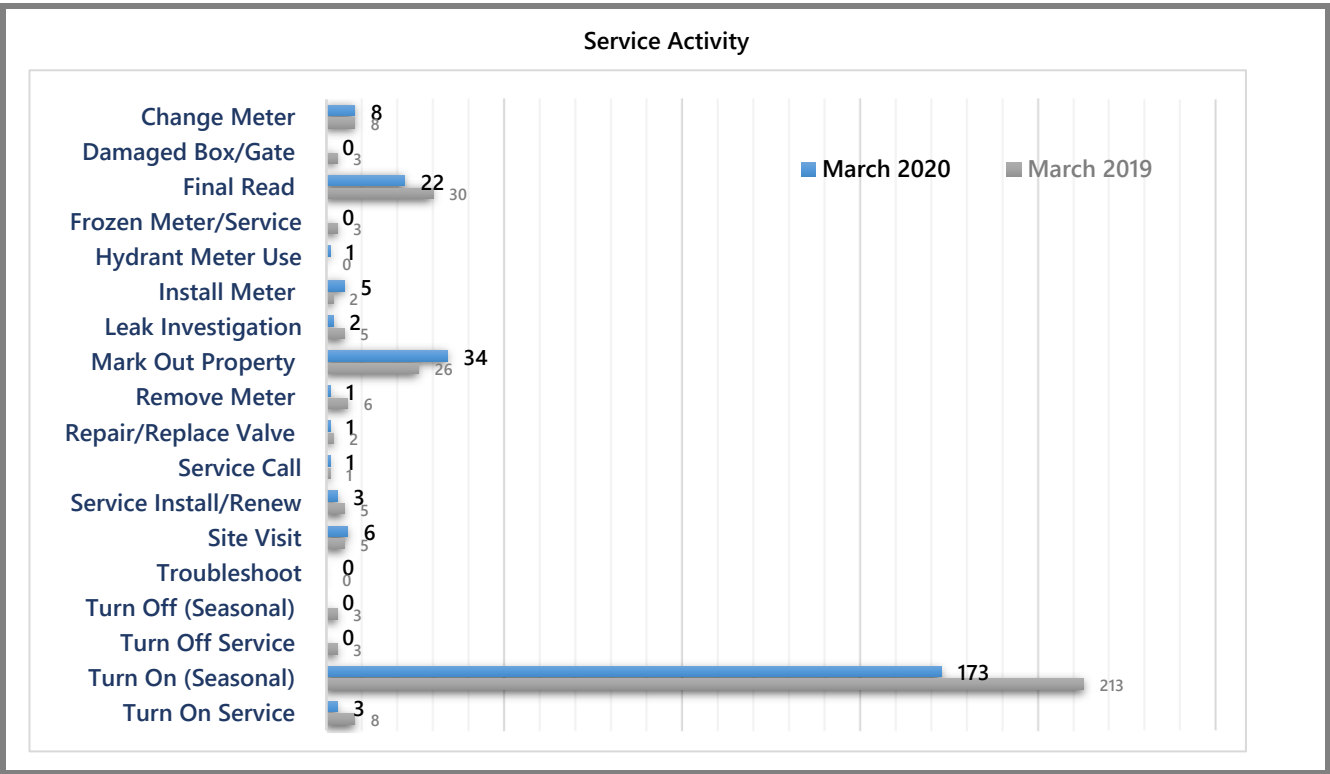
6.25%

YTD Pumping Change

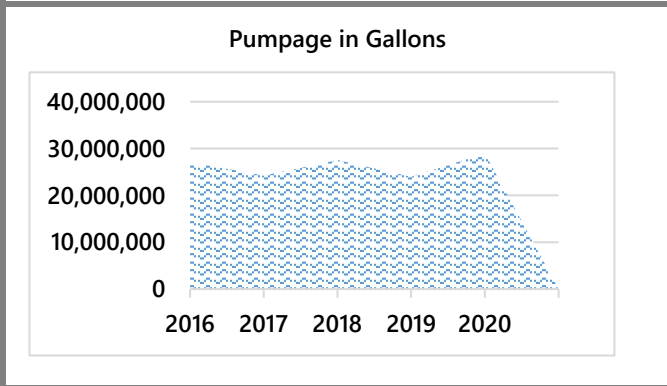
10.73%

Water Samples Taken

70



- ### Calendar Activity
- WW Rt 137 Merchant/RBO Mtgs
 - WW Weekly Meetings
 - WW Rt 137 Traffic/RBO Mtg; 3/4
 - BOWC Meetings; 3/6
 - BOS/FinCom Budget Mtg; 3/7
 - WW Proj Coord Mtg/CDM 3/16
 - WW Chat/Har Mtg 3/11
 - WW Peer Review Mtg/CDM 3/12
 - WW Customer Appts (1)
 - COVID/Dept Head Mtg 3/13
 - COVID/Cape Water Suppliers 3/13
 - COVID/MassDEP 3/17
 - COVID/Check In-Out Dept Head Mtgs 3/17-3/31
 - COVID/Remote/Essential Work 3/24-3/31
 - Meter Reading 3/30, 3/31



Monthly Pumping Change
13.96%

YTD Pumping Change
10.84%

Water Samples Taken
60