

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 5:00 P.M.
Regular Meeting 6:00 P.M.
Monday, October 3, 2022

Remote Participation Optional:

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

<https://meet.goto.com/999457989>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Access Code: 999-457-989

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

I. **EXECUTIVE SESSION**

- A. Pursuant to M.G.L., c.30A section 21 (a)(3) to discuss with respect to collective bargaining for all town unions and the Chair has determined that open session would have a detrimental effect on the town's bargaining position
- B. Pursuant to M.G.L., c. 30A, § 21(a)(7) to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements ("Purpose 7")- the Open Meeting Law, G.L. c. 30A, § 22(f), (g)-- To review, approve and/or discuss the possible release of executive session meeting minutes dated August 8, 2022, August 16, 2022, August 22, 2022, September 6, 2022, and September 19, 2022
- C. Pursuant to M.G.L., c. 30A, §21 (a)(3) to discuss strategy with respect to potential litigation concerning the catch basin and drainage contract. The chair has declared that an open meeting may have a detrimental effect on the litigating position of the town.

II. **CALL TO ORDER**

III. **PLEDGE OF ALLEGIANCE**

IV. **PUBLIC COMMENTS/ANNOUNCEMENTS**

- A. Next Board of Selectmen Meeting will be Tuesday, October 11, 2022 6:00 p.m.
- B. Committee Vacancies

V. **CONSENT AGENDA**

- A. Vote to accept the resignation of James Atkinson from the Real Estate and Open Space Committee
- B. Approve the Board of Selectmen meeting minutes for:
 1. September 6, 2022
 2. September 19, 2022

VI. **OLD BUSINESS**

- A. Town Administrator to present the Fiscal Year 2024 Financial Assessment

VII. **NEW BUSINESS**

- A. Board of Selectmen to issue their Fiscal Year 2024 Budget Message
- B. Determination on payout option of Johnson & Johnson opioid settlement
- C. Land of Low Value Auction
- D. Update from Town Counsel on Forest Street property donation
- E. Vote to support the Garden Club's 90th year anniversary "plant a native tree" initiative
- F. Vote to set In Person Early Voting hours for the November 8, 2022 State Election
- G. Vote to approve a Special Permit for one day entertainment – Cranberry Liquors – 555 Main Street – Saturday, October 8, 2022 12:00 p.m. to 2:00 p.m. – Recorded/Live music with amplification outside
- H. Vote to approve the Committee Appointment recommended by the Interview Committee:
 1. Glenn Miemiec – Harwich Energy & Climate Action Committee – Full member – Term to expire June 30, 2025
- I. Vote to reappoint the following designee to the Community Preservation Committee:
 1. Robert Doane – Historic District Historical Commission – Term to expire June 30, 2023

VIII. **WASTEWATER**

- A. Update on design of Phase 3 and Route 28 Sewer Projects
- B. Discussion – Phase 3 Wequassett Resort and Bascom Hollow
- C. Discussion – Low Pressure Sewers/Grinder Pumps

- D. Discussion – Phase 3 and Route 28 project timelines
- E. Discussion – Watershed permit concerns/comments
- F. Discussion – Comprehensive Wastewater Management Plan (CWMP) Update – Planning horizon/growth
- G. Discussion and possible vote to approve the Barnstable County ARPA Grant Sub-Award Agreement

IX. **CONTRACTS**

- A. Campbell Construction Group, LLC for the foundation repairs and renovations to the Brooks Academy Museum in the amount of \$1,189,000.00
- B. M.C.E. Dirtworks, Inc. for Roadway Construction Items and Materials in the amount of \$200,000.00
- C. Authorize the Chair to sign the land grant award from Executive Office of Energy and Environmental Affairs

X. **TOWN ADMINISTRATOR’S REPORT**

XI. **SELECTMEN’S REPORT**

XII. **CORRESPONDENCE**

XIII. **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:

Ellen Powell, Executive Assistant

Posted by: _____

Town Clerk

Date: _____

September 29, 2022

PUBLIC
COMMENTS /
ANNOUNCEMENTS

**Town of Harwich
Board of Selectmen Committee Vacancies
September 29, 2022**

Agricultural Commission (3 Full / 1 Alternate)	4
Capital Outlay Committee (Board of Selectmen/Town Administrator Appointee)	2
Finance Committee	2
Forest Committee	3
Harwich Cultural Council	2
Harwich Energy and Climate Action Committee (1 Full Member / 2 Alternate)	3
Harwich Housing Committee	1
Historic District/Historical Commission (2 Full Member - 1 Associate Members)	3
Planning Board (2 Alternate)	2
Treasure Chest Committee (1 Alternate)	1
Voter Information Committee	2
Youth Services (1 Full/1 Alternate)	2
Zoning Board of Appeals (3 Alternate)	3

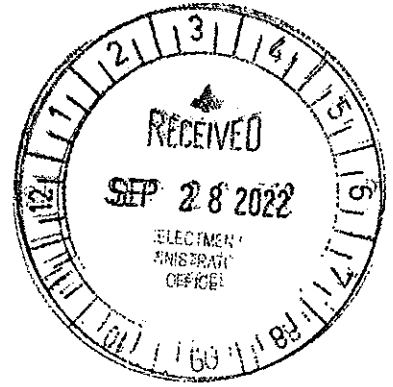
Citizen's Committee Vacancy Forms are available on our website

CONSENT AGENDA

RECEIVED
TOWN CLERK
HARWICH, MA

2022 SEP 28 P 2:59

James P. Atkinson
26 Charles Road
P.O. Box 392
South Harwich, Massachusetts 02661
508-432-3945 (Home)
617-901-0436 (Cell)



September 27, 2022

Emily Mitchell, Town Clerk
Town of Harwich
732 Main Street
Harwich, Massachusetts 02645

Dear Ms. Mitchell:

As a member of the Town of Harwich Real Estate and Open Space Committee I am hereby submitting my resignation as a member of that committee effectively immediately. I would like to thank you, the Members of the Board of Selectmen, Town of Harwich Staff, and members of the Real Estate and Open Space Committee for the opportunity to serve the Town of Harwich in this capacity. Should the Town desire my services in other capacities I would be happy to consider those opportunities.

Sincerely,

A handwritten signature in black ink that reads "James P. Atkinson".

James P. Atkinson

cc: Board of Selectmen
Elaine Shovlin

**MINUTES
SELECTMEN'S MEETING
TOWN HALL
TUESDAY, SEPTEMBER 6, 2022
5:15 P.M. - EXECUTIVE SESSION
6:00 P.M. - REGULAR MEETING
REMOTE PARTICIPATION OPTIONAL**

SELECTMEN PARTICIPATING: Michael MacAskill, Larry Ballantine, Julie Kavanagh, Mary Anderson and Donald Howell

ALSO PARTICIPATING: Town Administrator Joseph Powers

Mr. Howell moved that the Board go into Executive Session to discuss items as listed below and that the Chair declared that an open meeting may have a detrimental effect on the negotiating position of the Town, 2nd by Ms. Kavanagh. The vote was 4-0-0 with Mr. MacAskill, Mr. Ballantine, Ms. Kavanagh and Mr. Howell all voting aye by roll call.

EXECUTIVE SESSION

- A. Pursuant to M.G.L., c. 30A section 21 (a) paragraph 2 to conduct strategy sessions in preparation for negotiations with all nonunion personnel, personnel by-law employees and contract negotiations for nonunion personnel – Water/Wastewater Superintendent, Chief of Police and Fire Chief
- B. Pursuant to MGL c. 30A, §21(a)(6) to consider the purchase, exchange, lease or value of real property if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town.
- C. Pursuant to G.L. c.30A, §21(a)(3) to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the Town and the chair so declares: 38 Ocean Avenue.

CALL TO ORDER

Mr. MacAskill announced that for the first time, the video recording of this meeting will include closed captioning.

Mr. MacAskill reported that there are no announcements to be made from Executive Session.

PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Route 28 Harwich Port Community Forum led by the Town Administrator – October 25th 6:00 p.m. at Cultural Center, 204 Sisson Road

Mr. Powers announced that he will be leading a Route 28 Harwich Port Community Forum on October 25, 2022 at 6:00 p.m. at the Cultural Center located at 204 Sisson Road.

On Saturday, September 10, 2022 at 10:00 a.m., there will be a ribbon cutting for the Harwich Community Playground. This project was funded in large part by the citizens of Harwich through the Community Preservation Act as well as by the families and communities of Harwich Elementary School and the PTO.

There will be a memorial service to recognize the events of September 11. The service will be held at 175 Sisson Road on September 11, 2022 at 11:00 a.m. The community is welcome to attend.

There will be a flu and COVID-19 booster clinic for Harwich residents on October 4, 2022 and October 11, 2022 from 1:00 p.m. – 3:00 p.m. The clinic is being held at the Harwich Community Center as a drive through.

Kathy White from West Harwich was present to comment on her concerns about the proposed plans for addressing erosion at Wixon Landing. Her first concern is regarding the esthetic appeal, following by the parking issues. The Wixon Dock has very little, if any, parking as well as a lack of parking regulations. Wixon Dock is a special place and she would like to see regulations similar to Round Cove as far as parking is concerned. Her other concern is the lack of access to the waterways. The proposed rip-rap wall will not allow people to enter and exit the water safely. Ms. White feels that there should be alternative choices to address the erosion issues and other concerns. She asked that this be placed on a future agenda for discussion, prior to any plans being approved.

Howard Curtin from Harbor Way was present and echoed Ms. White's comments. He feels that softening the proposed rip-rap barrier will prevent children from getting hurt as well. Mr. Curtin also commented that parking control is essential.

Harwich Chamber of Commerce Executive Director Cyndi Williams was present and invited everyone to attend a ribbon cutting this Thursday. The ribbon cutting will be at TLC Private Home Care Services on Harwich Road from 2:00-5:00 p.m. Following the September 11 service, the Hometown Parade will take place, starting at 11:30 a.m. The parade will start on Freeman Street and move up to the High School. Information regarding the route can be found on the Chamber of Commerce's website.

Patrick Otton was present with general inquiries as to the town's efforts on reducing water pollution. He asked what the total cost and timeline for the sewer project will be when all is said and done. Mr. MacAskill asked Mr. Otton to put his questions into an email and send them to him. Mr. Otton went on to say that a couple of the sources of groundwater pollution are wastewater from sewage followed by fertilizers. He feels that the cost of reducing fertilizer contamination is zero. Mr. Otton stated that Orleans is leading the cause in reducing fertilizer and he is requesting that Harwich pursue this zero cost effort.

ANNUAL COMMITTEE PRESENTATIONS

A. Board of Health

Chair Sharon Pflieger was present. The Board's annual report was provided in the packet. Ms. Pflieger stated that a lot of the Board's time was spent on COVID. The Board continues to monitor Monkey Pox to see if anything needs to be done. At upcoming meetings, the Board will be discussing revising the bedroom definition as well as revisions to the Town of Harwich Animal Regulations and Tobacco Regulations. The Board reorganized at their last meeting, minutes are up to date and all members have been sworn in and their ethics training is current. Ms. Pflieger did comment that the Board charge does need to be updated because there really isn't much there. They would also like to increase the Board by adding at least one alternate member.

In terms of adding an alternate member, Mr. Ballantine asked if that would be within the Town's power or state requirements. Ms. Pflieger responded that she would look into that. Mr. Howell added that last time he looked, there is a restriction because it is governed by Massachusetts General Law, not our charter.

Mr. Howell asked in what ways the Board wants to see their role expanded. Ms. Pflieger responded that the Board is looking to have their roles clarified, not expanded. Ms. Pflieger read the current charge of the Board of Health, noting that there is nothing in there that says what the Board should be looking at. Mr. Howell responded that any changes would have to go to the Bylaw Charter Review Committee. Mr. MacAskill asked Ms. Pflieger to look into this further and come back to the Selectmen after meeting with the Board of Health.

Ms. Kavanagh thanked the Board of Health for all of the hard work that has been done.

B. Waterways Committee

Chair Dan Hall was present. The committee's annual report was provided in the packet. The committee enjoys working with John Rendon and the Harbor Department. They work hard to listen to everyone and make educational decisions, adding that it is nice to see people from the community sit in on the meetings. The committee hopes to have another alternate member sworn in as well.

Ms. Kavanagh commented that the harbor continues to thrive and that the committee puts in a lot of effort.

Ms. Anderson feels that the harbor is such an asset to the town and that the committee and Harbor Departments do a fantastic job.

C. Real Estate and Open Space

Chair Elaine Shovlin was present. The committee's annual report was provided in the packet. Ms. Shovlin stated that the committee works hard and they have great satisfaction in seeing the Spruce Woods project come to fruition. Ms. Shovlin thanked the Board and other committees for working with them, especially with the owners unknown and tax lien list.

Ms. Anderson & Ms. Kavanagh thanked the committee for the spreadsheet of properties that was provided.

Mr. Howell and Mr. Ballantine stated that they respect the work that the committee does.

Mr. MacAskill noted that he is happy to see movement forward.

D. Board of Water/Wastewater Commissioners

Vice Chair Allin Thompson Jr. was present. The commissioner's annual report was provided in the packet. Mr. Thompson read the report and talked about the commissioner's accomplishments/projects, water restrictions and the public water system award.

Mr. Howell stated that often when we have discussions about build outs on Cape Cod and what we can and cannot sustain, they don't include this commission and that is an issue with him. Right now, we are with a lack of rainfall and replenishment and Mr. Howell feels that there has to be a finite limit as to what we can and cannot do. He has an overall concern we need to look at the sustainability of anything we do moving forward. Without water, there isn't anything else.

Ms. Anderson applauded the commission on taking the difficult stand on the water restrictions.

Ms. Kavanagh noted that Mr. Thompson is an asset to the town as well as the commission. Water is our biggest asset and should be our top priority. She agrees that there are many who are not abiding by the irrigation restriction and asked how we can go about empowering the commission

to enforce the restriction. She understands that people have wells for irrigation, but those wells are drawing from the same source. Although they are not metered, they should be included in some shape or form. We receive awards on our water system and we should make sure that the awards continue. Ms. Kavanagh asked how long it will take to repair well 7 and deal with the issues at well 4. Water/Wastewater Superintendent Dan Pelletier was present and stated that well 4 should be completed by October/November. Well 7, barring any supply chain issues should be fixed before spring. With respect to the restrictions, it was been quite a learning experience. The department is now rolling out with fines as described in the town's bylaw. Mr. Pelletier has reached out to the Bylaw Charter Review Committee about how to make amendments to include wells. He added that it looks like the bylaw route will be the way to make something happen with fertilizer.

Patrick Otton was present and stated that he now has 4 winter covers for the water bottle refill stations.

E. Agriculture Commission

No one from the commission was present. A brief annual report was provided in the packet.

F. Conservation Commission

Chair Ernie Crabtree was present. The commission's annual report was provided in the packet. Mr. Crabtree reported that the commission is seeing more complexity in some of the issues that they are finding. They hope to bring the amended wetland bylaw changes back to Town Meeting this year. Mr. Crabtree called out Conservation Administrator Amy Usowski and Assistant Conservation Administration Melyssa Millett for being instrumental in helping to project the conservation lands. The commission has a lot of topics that they are looking to address including water quality issues in freshwater ponds, fertilizer usage, the release of a RFP for a study of impacts on water dependent structures, how to better manage our town open space lands and the use of the town owned property at 374 Main Street. He reported that 69% of fertilizer usage on the Cape is used on residential lots.

Mr. Howell stated that he has talked with Mr. Crabtree regarding fertilizer. Mr. Howell feels it would be helpful to have votes from the Board of Health and Conservation Commission so the Board has information behind possible movement forward. Mr. MacAskill agreed.

Ms. Anderson is glad to see that the commission is going to come back with the bylaw revisions. Ms. Kavanagh agreed and also asked about the consultant piece of the revision. Mr. Crabtree responded that Conservation staff has great contacts.

Mr. MacAskill asked if there have been public hearings regarding the bylaw revisions. Mr. Crabtree responded that they have not gotten to that point yet, but they intend to have public hearings as the process moves forward.

CONSENT AGENDA

- A. Vote to approve the following Board of Selectmen Meeting Minutes:
 - 1. July 11, 2022
 - 2. July 25, 2022
 - 3. August 8, 2022
- B. Vote to accept a gift for the Community Center from Ora Gaylord Roth Trust in the amount of \$13,060
- C. Vote to accept the resignation of Robert Bosworth from the Capital Outlay Committee

Mr. Howell moved to approve the consent agenda as listed, 2nd by Ms. Kavanagh and approved 5-0-0.

NEW BUSINESS

A. Vote to affirm the appointment of John Mee as Building Commissioner

Mr. Powers presented the name of John (Jack) Mee as Building Commissioner. Mr. Powers is confident that Mr. Mee will make an immediate, positive impact in his role and will be an integral part of the team moving forward. He asked that the Board affirm this appointment. Mr. Mee will begin in early October.

Mr. Ballantine moved to affirm the appointment of John Mee as Building Commissioner, 2nd by Ms. Anderson and approved 5-0-0.

B. Update from Selectmen Howell and the Town Administrator on Harwich Affordable Housing Trust and announcement of joint meeting on September 19, 2022

Mr. Howell deferred to Mr. Powers to begin the discussion. Mr. Powers stated that he cannot be in person at the meeting on the 19th but would make every effort to be there remotely. Mr. MacAskill asked what other date Mr. Powers might be available to be present at the meeting. Mr. Powers responded September 26th but that there may be an attendance issue for some members. Mr. MacAskill stated that he would put this on for the first meeting in October.

Mr. Howell stated that the trust has moved to twice monthly meetings to try and catch up on where they want to be. They have awarded the contract to JM Goldsen so they can start to pick up where the work was left off. He is not sure if the contract has been signed yet. The joint meeting is supposed to be to gather public input that was derailed due to COVID-19.

Other than gathering public input, Ms. Kavanagh asked where we are in terms of a timeline of when we might actually have a viable project. Mr. Howell responded that they have been diligently discussing the Marceline property. They have had vague discussions and plans on what they would generally like to see on the property with a possibility of habitat owned housing along with rental housing. Plans are also contingent upon finalizing the imminent domain taking that segregates the property. Without knowing what the overall look of the project is, this is all fairly premature.

Mr. Powers reminded the Board that he will be hosting a community forum on Harwich Port and traffic and safety. The trust has been discussing next steps for properties on Pleasant Lake Avenue as well as many other things. The joint meeting is to really re-engage the public on the affordable housing discussion as well as to find out what housing means to them.

C. Vote to approve a Special Permit Application for the National Multiple Sclerosis Society's Challenge Walk held September 9-11, 2022

Mr. Howell moved to approve a Special Permit Application for the National Multiple Sclerosis Society's Challenge Walk held September 9-11, 2022, 2nd by Ms. Anderson and approved 5-0-0.

D. Vote to approve the Committee Appointments recommended by the Interview Committee:

1. Linda Cebula – Bylaw Charter Review Committee – Full member – Term to expire June 30, 2023
2. Richard Shevory – Waterways Committee – Alternate member – Term to expire June 30, 2024
3. Kelly Barber – Community Preservation Committee – Board of Selectmen appointment – Term to expire June 30, 2025
4. Mary Moody – Treasure Chest Committee – Full member – Term to expire June 30, 2025

Mr. Howell moved to approve the committee appointments as recommended by the Interview Committee as listed above, 2nd by Mr. Ballantine and approved 5-0-0.

E. Vote to appoint the following committee members from alternate member to full member:

1. Rebecca Craig – Youth Services Committee – Term to expire June 30, 2023

Mr. Howell moved to approve the appointment of Rebecca Craig from alternate member to full member on the Youth Services Committee with a term to expire on June 30, 2023, 2nd by Mr. Ballantine and approved 5-0-0.

OLD BUSINESS

A. Vote to hold 2022 Special Town Meeting on October 18, 2022 at 6:00 p.m. at Community Center

Mr. Ballantine moved to hold a Special Town Meeting on October 18, 2022 to begin no earlier than 6:00 p.m., at the Community Center, 2nd by Ms. Anderson and approved 5-0-0.

B. Review and approve draft articles and funding sources for the 2022 Special Town Meeting:

1. Acquisition of Property Interests and Appropriation of funds for Route 28 Dry Sewer Project and Phase 3 Wastewater Project

Mr. Powers reported that there have been minor changes and one addition to what we have been made aware of at the previous meetings. Mr. Powers reviewed the proposed article, noting that 62 Route 28 has been added to be contemplated. At this point, there is a placeholder amount of \$70,000. This article is meant to capture any of the parcels listed in the article, with the exception of 52 or 62 Route 28, which require separate evaluation.

Ms. Kavanagh asked if a map of the parcels should be included. Mr. Powers responded that a map would be added and would be handled administratively.

Mr. Powers stated that at present we are contemplating the funding source to be retained earnings within the Water/Wastewater department.

Mr. Howell moved that the Board of Selectmen place article 1 on the Special Town Meeting warrant and that the article language be accepted and adopted, 2nd by Ms. Anderson and approved 5-0-0.

2. Acquire parcel of land located at 62 Route 28

Mr. Powers pointed out that this article separates the 62 Route 28 article from article 1. The anticipated funding source will be retained earnings. 62 Route 28 is also known as the Baptist Church in West Harwich. Staff is working with Town Counsel on the possible municipal uses for the property. The only thing that remains to be seen is the assumption of an estimated cost.

Mr. Howell moved that the Board of Selectmen place article 2 on the Special Town Meeting warrant, 2nd by Ms. Anderson and approved 5-0-0.

3. By-Law and/or Charter Review Resource Funding

Mr. Powers reviewed proposed article 3 and stated that they anticipate using free cash as the funding source. Staff will be working on the details with the finance officials and Town Counsel. The estimated cost is \$75,000.

Mr. Howell moved that the Board of Selectmen place article 3 on the Special Town Meeting Warrant and that the article language be accepted and adopted, 2nd by Mr. Ballantine and approved 5-0-0.

4. Fund the Town's Owner's Project Manager (OPM) related to ongoing renovation work at Brook's Academy Museum

Mr. Powers reviewed proposed article 4 and stated that they anticipate using free cash as the funding source.

Mr. Howell moved that the Board of Selectmen place article 4 on the Special Town Meeting Warrant and that the article language be accepted and adopted, 2nd by Ms. Anderson and approved 5-0-0.

5. Fund Negotiated Collective Bargaining Agreements

Mr. Powers noted that this is specific to the SEUI contract. Counsel has said that this should be funded out of the operating budget. Mr. Powers will be asking Counsel to validate the funding source before moving forward.

Mr. Howell moved that the Board of Selectmen place article 5 on the Special Town Meeting Warrant and that the article language be accepted and adopted, 2nd by Ms. Kavanagh and approved 5-0-0.

6. Fund the existing Position of Surveyor

Mr. Powers reviewed proposed article 6 and noted that the cost of the position, without the benefits package is around \$65,000.

Mr. Howell moved that the Board of Selectmen place article 6 on the Special Town Meeting Warrant and that the article language be accepted and adopted, 2nd by Ms. Anderson and approved 5-0-0.

7. Revised Assessment for Monomoy Regional School District

Mr. Powers reported that the intent of this article it reallocate the funds of the assessment so that it is no longer part of the operating budget. He will provide more specific motion language on the 19th.

Mr. Howell asked if Harwich has to vote the same language as Chatham. Mr. Powers responded that we do not. That this article is specific to Harwich

Mr. Howell moved that the Board of Selectmen place article 7 on the Special Town Meeting Warrant and that the article language be accepted and adopted, 2nd by Ms. Anderson and approved 5-0-0.

8. Revised Assessment for Cape Cod Regional Technical School District

Mr. Powers informed the Board that he has been working with the Finance Director on this article. The way that Cape Cod Technical School did this was by producing a credit for our first quarter payment. We are still evaluating the need on that. These are not funds that are looking to be spent, but rather to have a positive impact on our operating budget.

Finance Director Ann Marie Ellis was present. She and Mr. Powers have met a few times regarding this topic and staff feels that the Board can take the same action they did on article 7. The Cape Cod Tech School did bill Harwich for the first quarter payment, but there was a credit which reduced the tuition for us.

Mr. Howell asked to confirm that the school issued a credit against an obligation to our operating budget. Ms. Ellis responded that was correct and she reviewed the credit that was issued.

Mr. Howell moved that the Board of Selectmen place article 8 on the Special Town Meeting Warrant and that the article language be accepted and adopted, 2nd by Ms. Kavanagh and approved 5-0-0.

Mr. Powers expressed his thanks to the Board for their patience on this and thanked Ms. Ellis for her efforts over the last 7 weeks. Ms. Ellis, with the assistance of her staff, was able to close out the FY22 books.

C. Update – Disposition of land of low value and Judah Eldredge project

After the last meeting, Mr. Powers met with the Finance Director and Treasurer/Tax Collector regarding this property. The town has identified an auctioneer who can assist us in the disposition of those lands of low value, separate from what the Water Department has shown interest in. Staff hopes to get this going in the fall of 2022.

Mr. Powers reported that a contract has been finalized for a surveyor of the Judah Eldredge property. The hope is to have this job finished out before the end of the calendar year.

Mr. MacAskill asked if there is a mechanism with the Department of Revenue to write down some of the principal and interest since we now owe more than the land will ever be worth. Mr. Powers responded that he is still working with Counsel on this property. He survey work will bear greater fruit with tax title. He will continue to update the Board as we begin to move forward with the survey.

Mr. Howell reviewed his understanding of tax title taking and that funds be put into escrow for the maximum amount if someone comes forward to claim the land. Mr. Powers responded that he would defer to Counsel on that.

TOWN ADMINISTRATOR'S REPORT

Mr. Powers stated that after taking a “staycation” he is reminded of what a great town Harwich is.

Mr. Powers acknowledged the town, especially Harbor, Police and Fire, who responded to a horrible tragedy at Saquatucket Harbor. Thoughts and prayers are with the family.

SELECTMEN'S REPORT

Mr. Howell stated that he was at the Dockside Shack this weekend and that it was not only refreshing but inspirational after speaking with the manager/owner of the establishment. They have they kind of dedication to an establishment that would be expected.

Mr. Howell and Ms. Kavanagh stated that they plan to attend the ribbon cutting ceremony at the playground on Saturday.

Ms. Kavanagh welcomed back Harwich Elementary and Monomoy students for the new school year. She also reminded everyone about the existing irrigation restrictions.

CORRESPONDENCE

No correspondence was discussed.

ADJOURNMENT

Mr. Howell moved to adjourn the meeting of the Board of Selectmen, 2nd by Ms. Anderson and approved 5-0-0.

Respectfully submitted,
Jennifer Clarke
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
TOWN HALL
MONDAY, SEPTEMBER 19, 2022
6:00 P.M. - EXECUTIVE SESSION
6:30 P.M. - REGULAR MEETING
REMOTE PARTICIPATION OPTIONAL**

SELECTMEN PARTICIPATING: Michael MacAskill, Larry Ballantine, Julie Kavanagh, Donald Howell and Mary Anderson

ALSO PARTICIPATING: Assistant Town Administrator Meggan Eldredge

Mr. Howell moved that the Board enter into Executive Session to discuss the topics as listed below, 2nd by Ms. Anderson. The vote was 5-0-0 with Mr. MacAskill, Mr. Ballantine, Ms. Kavanagh, Mr. Howell and Ms. Anderson all voting aye by roll call.

EXECUTIVE SESSION

- A. Pursuant to M.G.L., c. 30A, § 21(a)(7) to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements (“Purpose 7”)-the Open Meeting Law, G.L. c. 30A, § 22(f), (g)-To review, approve and/or discuss the possible release of executive session meeting minutes dated July 11, 2022 and July 25, 2022
- B. Pursuant to MGL c. 30A, §21(a)(6) to consider the purchase, exchange, lease or value of real property if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town

CALL TO ORDER

Mr. MacAskill called the meeting back to order. The Board did approve the minutes listed under item A, however they did not approve to release them. The Board spoke with Town Counsel regarding item B and will be discussing it further under old business later on this evening.

PUBLIC COMMENTS/ANNOUNCEMENTS

Community Center Director Carolyn Carey was present and reminded everyone that tomorrow night is the pizza and candy bar bingo event at the Community Center. Everyone is invited to attend this free family event. On October 21, there will be a free Zumba class in the gym at the Community Center. Next month, there will be a new “try it you might like it” technology class at the Community Center as well as a social media basics class. The Community Center is partnering with the Monomoy Regional High School and have an incredible amount of young people who will be interning to help with classes at the Community Center. Touch a truck will be held on October 8. A free Zumba class will also be held on October 8.

A. Committee Vacancies

Ms. Anderson wanted to take the time to highlight that there are 30 openings on various committees and boards in Harwich. The Town is largely run by committees. Administration

staff has done an amazing job to get all of this information sorted out. Mr. Howell and Mr. Ballantine had taken a lot of time to interview residents. Ms. Anderson read the list of committees that have vacancies. This information will be in the packet every week.

ANNUAL COMMITTEE PRESENTATIONS

A. Harwich Accessibility Rights Committee

Maryann Campagna, Chair and Eileen Garrity, Vice Chair were present. The committees report was provided in the packet. Ms. Campagna stated that the first thing the committee tried to do was prioritize what they are doing and what funds are available. They have had various guest speakers come in and it has been a good beginning.

Ms. Kavanagh stated that she received an email today regarding accessibility that she will share with the committee.

Ms. Anderson thanked the committee for their approach.

Mr. Ballantine stated that this is a very passionate group who is listening and is first at the scene to get things done. He noted that there is a comment in their report about wanting to add one or two new members. This is a Board committee and their membership can be increased at the Selectmen's pleasure. Mr. Ballantine asked to have this discussion added to an upcoming agenda.

Mr. Howell noted that there are a lot of different possibilities for accessibility. Mr. Howell noted his concern regarding the local grocery stores and them moving things around which could create obstacles, mainly referencing the "pick up" parking spaces, which have moved other parking spaces around. He asked where the committee sees their role in something like this. Ms. Campagna responded that the committee has discussed the possibility of site visits and will be having discussions at upcoming meetings. Mr. Howell suggested that they start with local parking lots.

With respect to the request for proposal that has been written, Ms. Garrity noted that the next step will be for the committee to meet with various department heads to go over pricing. Mr. Howell suggested starting with the Town Clerk's Office before the presidential election comes.

Mr. Ballantine noted that at the last Town Meeting, there was not enough time to get the screen up. He asked that the screen be available for the October Town Meeting.

B. Treasure Chest Committee

Elly Gerson, Chair was present. The committee's report was provided in the packet. Ms. Gerson stated that the first good thing that happened was the kiosk that was built for the entrance. March and April were dedicated to cleaning and setting up the facility. The Treasure Chest was fully open on May 1, 2022. Stickers have been an issue for the weeks that they have been open. Ms. Gerson thanked DPW Director Lincoln Hooper for the replacement of the refrigerator in the facility. The committee thanked the Selectmen for their support. There have been a lot of expressions of gratitude from customers, with some criticism as well.

Mr. Ballantine thanked the committee for their report and feels that it has been a successful summer. A special thank you was given to Mr. Hooper and his staff. Mr. Ballantine suggested putting a sticker discussion on their next agenda.

Mr. Howell took the opportunity to thank Mr. Ballantine for all of the hard work that he put into getting this committee back up and running.

Ms. Anderson agreed with Mr. Howell and added that she has not heard anything but positive feedback.

Ms. Kavanagh agreed with everyone's comments.

Mr. MacAskill stated that having stickers be available next year months before the Treasure Chest opens will help resolve any sticker issues. He asked for Ms. Gerson to make sure that all committee members have been sworn in and that they have taken the State Ethics Test. Mr. Ballantine added that they can follow up with the Town Clerk's Office or Administration.

C. Brooks Academy Museum Commission

David Spitz, Chair was present. The commission's report was provided in the packet. Mr. Spitz reported that they have a project for this winter, which are the structural improvements to the museum. Campbell Construction submitted the winning bid of 1.2 million dollars. Bids ranged from 1.2 to 2.4 million dollars. The article at the upcoming Special Town Meeting is very important to pass to allow for the funds to get the construction work done. The town is familiar with Campbell Construction as they completed a restoration project for Brooks Library. The next project will be replacing the 52 windows in the building to include removal of windows, full sash restoration, reuse of historic glass, reinstallation and frame and jamb restoration. The commission also intends to seek funding for exterior painting this year. The site of the Crowell Barn is looking better with new lawn, irrigation system, shrubs and mature shade trees, all thanks to a generous donation from resident Paul Doane.

Ms. Kavanagh noted that the barn looks beautiful and it is great to see these projects moving forward.

Ms. Anderson is glad that a close bid was received and is from a known entity.

Mr. Howell commented that there has always been rumbling on why so much money is being spent on the museum. The whole point of the Community Preservation Act is to fund things for municipalities that couldn't be funded otherwise. There needs to be a place for history, recreation, housing, etc. As we have seen with other properties, it can be catastrophic when buildings are not taken care of. Mr. Howell stated that the museum is a gem and thanked the commission for taking extra good care of it.

Mr. Ballantine noted that he is glad to see this project moving forward. He asked if there is any information on potential grant funding. Ms. Spitz responded that they haven't come close to any grants yet, but they will keep trying.

Mr. MacAskill thanked them for their report.

D. Planning Board

Duncan Berry, Chair was present. The board's report was provided in the packet. Mr. Berry stated that they have finally replaced the membership of the late Joe McParland and that they have 2 other members who are working out well. Mr. Berry encouraged the Selectmen to help them in finding a Town Planner and consider some way that we could interface with the long-term exercise that just got under way last week.

Ms. Anderson asked for information on what the Mullin rule is. Mr. Berry responded that the Mullin rule is the ability for a member to render a vote on a matter that they did not attend usually the primary meeting for. It is a promise of the member to do their homework on the agenda item and the vote it usually due to a quorum issue.

Ms. Kavanagh agreed that we are in need of a Town Planner. It is also important to note that we need to separate the zoning bylaws from the full bylaw review that will be happening. Ms. Kavanagh asked to confirm that they are using VHB to review their subdivisions. Mr. Berry responded that they are. Ms. Kavanagh asked if they have found any need to have legal weigh in on topics. Mr. Berry responded that they rely on legal as needed. He added that it might be time to look at a long range planner exercise or a sub-committee to tie up any ambiguities.

Mr. Howell feels that the zoning review is a daunting task. He gave kudos to the Planning Board, noting that they are functioning well with a divergence of opinions and that the operation itself is better than he has seen it in years.

Mr. Ballantine and Mr. MacAskill both thanked the board for their report.

E. Historic District/Historical Commission

No report was submitted and no one was present.

F. Harwich Housing Authority

Executive Director of the Harwich Housing Authority Tracy Cannon was present. Elizabeth Harder was present remotely. A copy of the report was provided in the packet. Ms. Cannon stated that they are a small housing authority which can make it hard to get board members. They are currently up to 4 members, but went 6 months without having a quorum and could not make any votes. Ms. Cannon reviewed what the housing authority does and what a MRVP housing voucher is and what it covers. There are currently 21 vouchers, 18 of which have been leased and they have 3 others that have been offered to people, but the problem is there are no rentals available. Families are still submitting applications, and there is still money available, but there are no rentals for the families to move into. If we could get more affordable housing, there is money to give.

Mr. Howell noted that the housing authority is a state agency but that the board is a town board. The housing authority is elected by the ballot box except for one person who is appointed by the Governor. He asked which Board member they are without. Ms. Cannon responded that they are without a regular member. It was suggested that the housing authority and the Selectmen have a joint meeting and then interview candidates as a combined entity vote. Ms. Harder responded that would be fine with them.

Ms. Anderson noted that so often, funding is the problem, now it is the other way around.

Ms. Kavanagh thanked the housing authority for their work.

Ms. Cannon briefly reviewed the MRVP and stated that there is a local preference for applicants.

CONSENT AGENDA

A. Approve Board of Selectmen Meeting Minutes for August 22, 2022

Mr. Howell moved to approve the Board of Selectmen Meeting Minutes for August 22, 2022 as amended, 2nd by Ms. Anderson and approved 5-0-0.

B. Vote to accept the gift from Paul Doane for improvements to Crowell Barn Museum in Harwich Center

Mr. Howell moved to accept, with gratitude, the gift from Paul Doane for improvements to Crowell Barn Museum in Harwich Center, 2nd by Ms. Anderson and approved 5-0-0.

NEW BUSINESS

A. Discussion of the Town Administrator's current financial assessment per Harwich Charter Chapter 9-2-1

A copy of the current financial assessment was provided in the packet. Estimates show that Harwich is on track for estimated revenues and tracking at about 19% of our estimated receipts. The assessment also covers personnel related costs. Assistant Town Administrator Eldredge stated that the town has finalized contracts with 4 of the 8 unions and anticipate completing the remainder of contracts by the end of the calendar year. Also provided is a capital outlay outlook as well as a chart of local receipts.

Mr. Howell commented that we are in good shape only because we have spent the last couple of years being duly diligent. We have been prudent about what we are doing and looking into the future. Harwich is in a much more solid place now.

Ms. Anderson feels that we are in a good place and that this is a first good luck at some numbers. Ms. Kavanagh agreed.

On local receipts, Mr. MacAskill noted that a resident had questioned the free cash policy. In regards to the Harbor line item, Mr. MacAskill asked for more information on how we are coming up with those numbers and why there is that much of a drop.

Finance Director Ann Marie Ellis was present. She stated that she was not in Harwich when the FY23 budget was built, but would venture to guess that there are different fees that have not been receipted as of yet. Ms. Ellis also pointed out that whether or not the sand from dredging is sold, can make a difference in the numbers.

B. Board discussion and possible vote on the following:

1. Board of Selectmen Rules of Operation
2. Board of Selectmen Meeting schedule

In the memo provided by staff, Harwich is one of 2 towns on the Cape that meet weekly. Mr. MacAskill said that he talked to administration staff and other than budget season, he doesn't see any reason why the Board could not meet every 2 weeks. This would allow everyone more time to work on the items that are discussed at meetings, do research and put together packets. Special meetings can be called as needed. Mr. MacAskill added that many items have been streamlined and the agendas have become more manageable.

Mr. Howell agreed with the 2 week meeting schedule.

Ms. Anderson suggesting that hearings could be held separate from regular meetings.

Mr. Ballantine agreed that the extra time would allow for everyone to work on the tasks and he is in support of this different vision.

Mr. MacAskill stated that he has agreed to meet with Mr. Powers on a weekly basis and that if the Board meeting every other week does not work, the Board can always switch back.

Ms. Eldredge said that having the Board meet every other week will be a big help to the administrative staff.

Mr. Howell commented that this is a rule of operation and that people should probably be put on notice regarding the change. He added that there might be other items that the Board wants to review as well.

The Board's next meeting will be on October 3, 2022 and then again on October 11, 2022 for public hearings.

Mr. MacAskill the Board if they want to stay with the 6:30 p.m. start time, or if 6:00 p.m. would be acceptable. The consensus of the Board was to start meetings at 6:00 p.m. beginning with their October 3 meeting.

C. Vote to approve the Committee Appointment recommended by the Interview Committee:

1. J. Alain Ferry – Bikeways Committee – Full member – Term to expire June 30, 2023

Mr. Howell moved to approve the Committee Appointment recommended by the Interview Committee of J. Alain Ferry as a full member to the Bikeways Committee with a term to expire on June 30, 2023, 2nd by Ms. Anderson and approved 5-0-0.

D. Vote to reappoint the following designee to the Community Preservation Committee:

1. Elizabeth Harder – Harwich Housing Authority – Term to expire June 30, 2023
2. Joe McParland – Harwich Housing Committee – Term to expire June 30, 2024

Mr. Howell moved to approve the reappointment of the following designees for the Community Preservation Committee: Elizabeth Harder-Harwich Housing Authority with a term to expire on June 30, 2023 and Joe McParland-Harwich Housing Committee with a term to expire on June 30, 2024, 2nd by Ms. Anderson and approved 5-0-0.

OLD BUSINESS

A. Vote to accept and adopt the following article for Special Town Meeting to be held on October 18, 2022:

1. Article 2 - Acquire parcel of land located at 62 Route 28

Mr. Howell moved to accept and adopt Article 2 for Special Town Meeting, 2nd by Ms. Anderson and approved 5-0-0.

Mr. MacAskill stated that this item was discussed in Executive Session and that no votes were made in Executive Session. The Board had discussion with Town Counsel.

B. Vote to close and sign the October 18, 2022 Special Town Meeting Warrant

Since the last time the Board met and talked about funding certain articles with free cash, the Town has learned that we cannot use free cash and will have to raise and appropriate. Ms. Howell asked to confirm if the money from the school agreements are available for this fiscal year. Ms. Ellis responded that the school assessment funds are already appropriated. Mr. Howell asked if they have been fully appropriated out. Ms. Ellis responded that the funds are fully appropriated to the budget, but that the Board can re-appropriate them someplace else.

Mr. Ballantine asked for further clarification on raise and appropriate. Ms. Ellis responded that the free cash would come from funds from last year. Mr. Ballantine asked if those funds have been approved already. Ms. Ellis responded that they have not.

Ms. Eldredge stated that Mr. Power's memo talks about not being able to use free cash because this year's free cash has not yet been certified. We do know that we will have free cash and that it will cover the articles, but we can't say that we are using free cash if we do not know the number.

The proposal from Mr. Powers is to raise and appropriate the funds, then to have an article at May Town Meeting to use free cash to offset the amount.

Mr. Howell moved to close and sign the October 18, 2022 Special Town Meeting Warrant, 2nd by Mr. Ballantine and approved 5-0-0.

TOWN ADMINISTRATOR'S REPORT

Ms. Eldredge reported that 2 contracts both for under \$75,000 were recently signed by the Town Administrator. One was for Thompson Engineering in the amount of \$8500 for the electrical engineering for a generator and transfer Saquatucket Harbor. The 2nd contract was with Colonial Municipal Group which was a vehicle maintenance truck for the DPW that was approved at Annual Town Meeting.

Mr. MacAskill stated that he did receive feedback from a resident regarding the engineering contract. He will forward the correspondence to each Board member.

SELECTMEN'S REPORT

Mr. Ballantine attended the playground ribbon cutting 2 weeks ago and it was well received. He also complimented everyone involved on this year's Cranberry Festival.

Mr. Howell commented the job well done on the Cranberry Festival and thanked Ms. Williams for all of her efforts.

Ms. Anderson and Ms. Kavanagh also both thanked Ms. Williams. Ms. Kavanagh thanked Mr. McManus and the entire Cranberry Festival Committee.

CORRESPONDENCE

No correspondence was discussed.

ADJOURNMENT

Mr. Howell moved to adjourn the meeting of the Board of Selectmen, 2nd by Ms. Kavanagh and approved 5-0-0.

Respectfully submitted,
Jennifer Clarke
Recording Secretary

OLD BUSINESS



Financial Assessment

Planning for Fiscal Year 2024

Sources & Uses

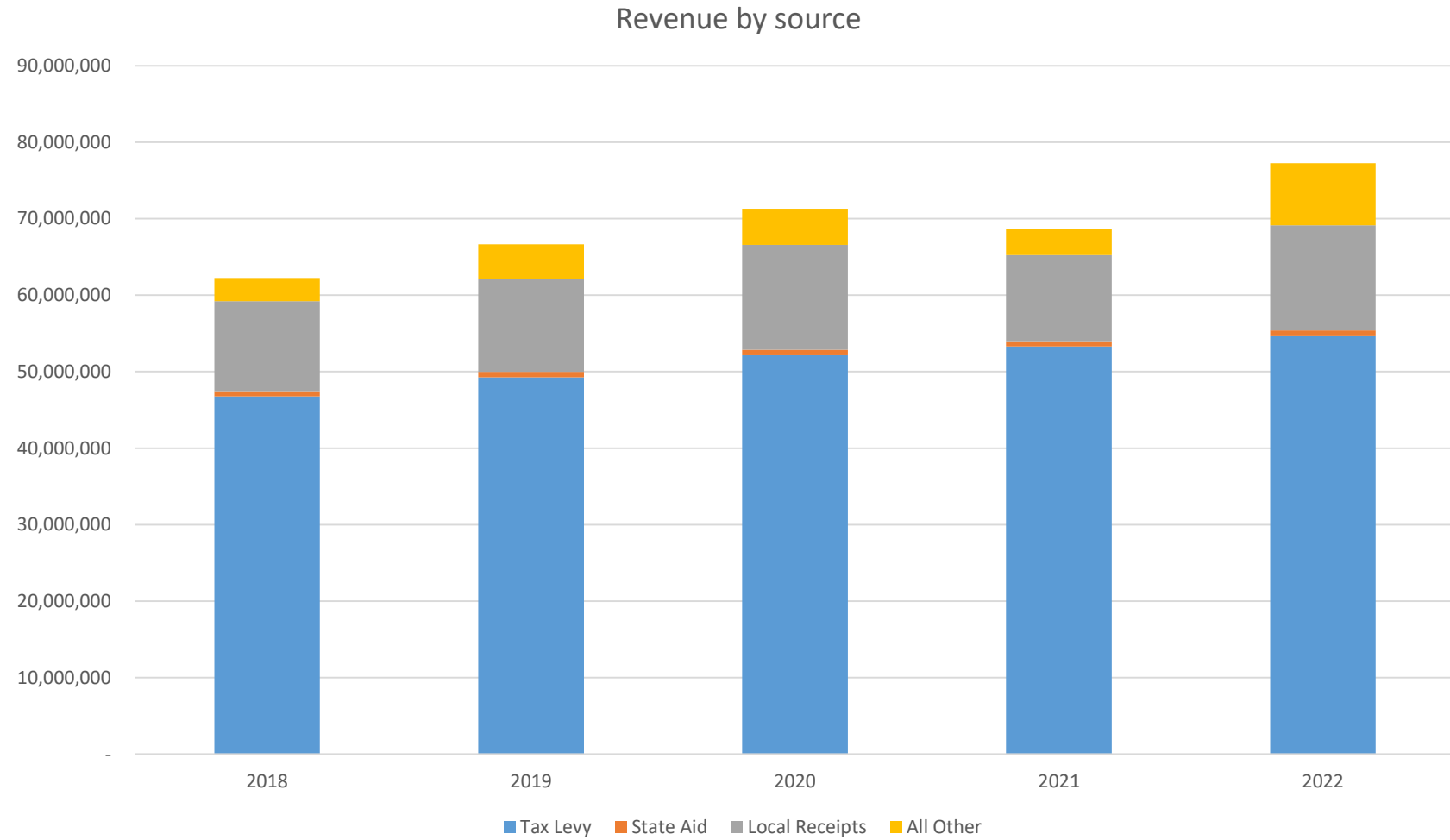
The general categories for revenue (Sources) and expenditures (Uses) that we see year after year.

- Revenue Sources
 - Tax Levy
 - State Aid
 - Local Receipts
 - All Other

Sources

Revenue Source	2018	2019	2020	2021	2022	2023
Tax Levy	46,761,271	49,275,896	52,145,765	53,299,729	54,633,102	To Be Developed
State Aid	691,466	695,641	707,699	683,841	765,201	
Local Receipts	11,765,905	12,169,961	13,725,333	11,250,219	13,723,234	
All Other	3,043,703	4,510,574	4,717,684	3,426,580	8,119,766	
Total Revenue	62,262,345	66,652,072	71,296,481	68,660,369	77,241,303	

Sources



Sources & Uses

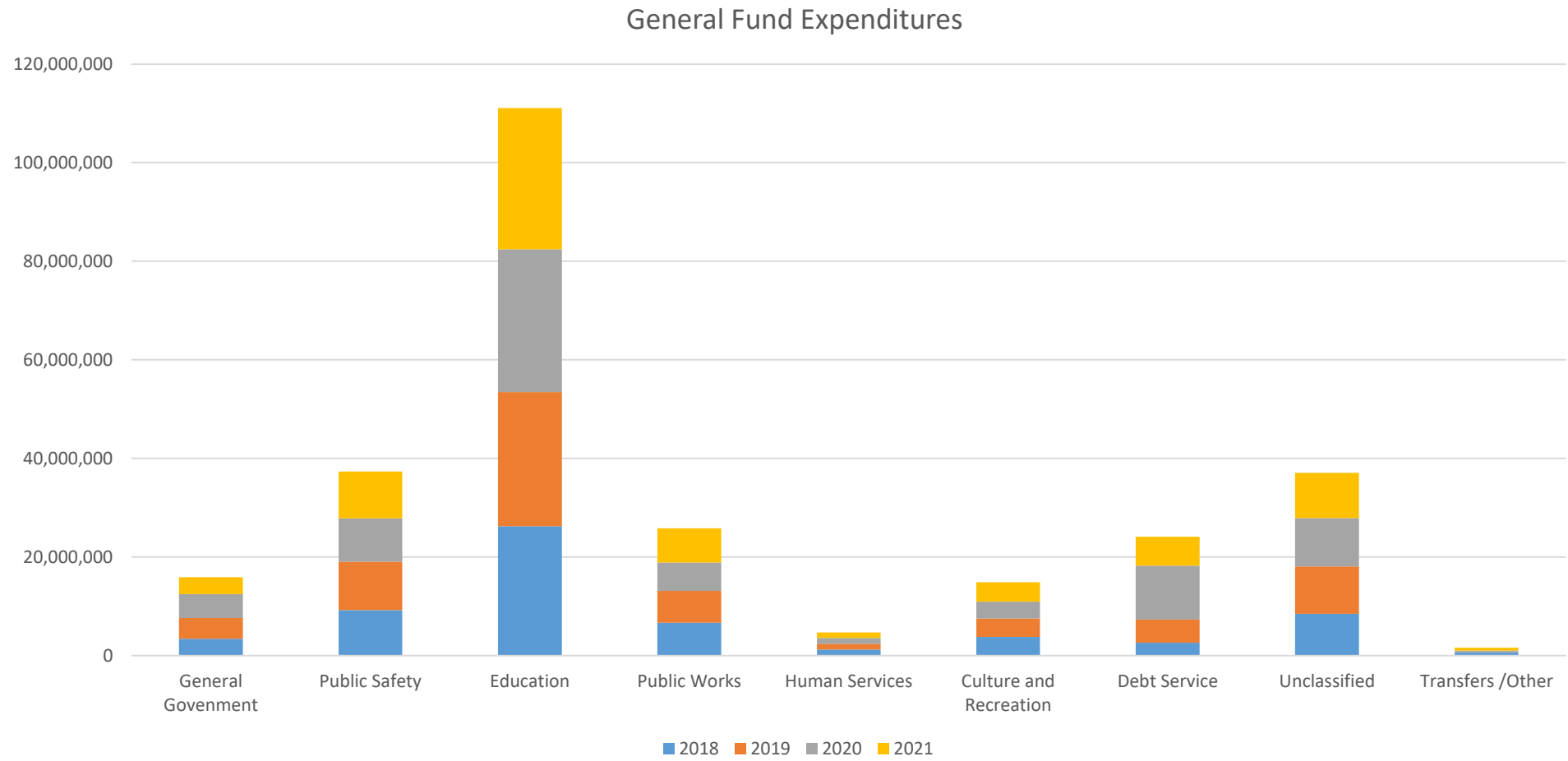
The general categories for revenue (Sources) and expenditures (Uses) that we see year after year.

- Uses
 - Six (6) groupings
 - General Government
 - Public Safety
 - Education
 - Public Works
 - Human Services
 - Culture & Recreation
 - Debt Service
 - Unclassified
 - Transfers/Others

Uses

Fund Expenditures	2018	2019	2020	2021	2022	2023
General Government	3,382,469	4,215,662	4,849,345	3,427,679	Schedule A	
Public Safety	9,232,789	9,782,577	8,827,192	9,478,966		
Education	26,247,111	27,190,626	28,960,890	28,677,143		
Public Works	6,668,155	6,442,722	5,758,018	6,938,102		
Human Services	1,216,209	1,153,204	1,214,341	1,122,789		
Culture and Recreation	3,766,918	3,725,618	3,418,818	3,958,559		
Debt Service	2,598,419	4,710,046	10,938,848	5,871,698		
Unclassified	8,478,879	9,570,766	9,839,232	9,193,720		
Transfers /Other	613,299	73,600	325,558	574,365		
Fiscal Year Totals	62,204,248	66,864,821	74,132,242	69,243,021		

Uses



Next Steps:

- Start filling in the blanks:
 - Set the tax rate (November 2022) – tax levy
 - Establish revenue assumptions (ongoing through FY'23) – local receipts
 - Free Cash certification (submitted in September 2022)
- Develop priorities:
 - Major infrastructure projects (wastewater)
 - Capital investment in physical plant (buildings, grounds, etc.)
 - Other capital needs
- Factor in current conditions:
 - Collective bargaining outcomes
 - External “marketplace” (inflation, supply chain, cost increases in energy)



OFFICE OF THE TOWN ADMINISTRATOR

732 MAIN STREET, HARWICH, MA 02645

Joseph F. Powers, *Town Administrator*
Meggan M. Eldredge, *Assistant Town Administrator*

Phone (508) 430-7513
Fax (508) 432-5039

MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, *Town Administrator*

CC: Ann Marie Ellis, *Finance Director/Town Accountant*
Meggan M. Eldredge, *Assistant Town Administrator*

RE: Current Financial Assessment

DATE: Wednesday, September 14, 2022

This memorandum is submitted in relation to Agenda Item A under New Business concerning the current financial assessment of the town. This item is required by the Harwich Charter, Chapter 9, Section 2, Clause 1, which states, in part, that "...the town administrator shall present the board of selectmen with the current financial assessment of the town including the latest estimated revenues for the ensuing fiscal year and any specific related fiscal data." (Harwich Charter, P. C: 22)

Additionally, this memorandum is submitted ahead of the Board's agenda item for Monday, October 3, 2022 regarding your requirement under the next Charter item (9-2-2) to create and issue "a general policy statement to guide the town administrator in developing the budget requests for the ensuing year." (Harwich Charter, P. C: 22)

The following are key areas of consideration to aid you in your discussion and deliberation going forward.

Estimated Revenues (aka Receipts)

As you will see on the attached spreadsheet showing actual and budgeted revenue figures dating back to Fiscal Year 2020, there was a net increase in local receipts (year over year) of 11% from FY' 20 to FY'21 and 9% from FY '21 to FY '22. We have budgeted for an estimated decrease of 17% in local receipts from FY '22 (actual) to FY '23 (budgeted).

Additionally, as of this date, we have collected 19% of the estimated receipts for the current fiscal year (2023). Bearing in mind that we have not yet completed the first quarter of this fiscal year, our collection rate is on track if we assume that we will generally bring in revenue in equal, quarterly installments (it may be more accurate to state that we expect the quarterly receipts to

smooth out over the four quarters). I would expect to have solid first quarter numbers by the middle of next month.

Personnel-related costs

As of this writing, the town has reached agreement with four of the eight collective bargaining associations ("unions") and I have every reasonable expectation that management and the four remaining groups will come to mutual agreement before the end of the second quarter of this fiscal year.

To that end, we will have a solid understanding of the town’s obligations related to salaries/wages and related personnel expenses (“benefits”) not only for Fiscal Year 2023 but for Fiscal Years 2024 and 2025 relative to the eight (8) unions. Beyond the collective bargaining associations, the town has obligations related to employees covered under the Personnel Bylaw (“PBL”) as well as two of the four executive managers (Fire Chief and Police Chief) whose present employment agreements are set to expired (for which the town has already begun negotiations to extend those contracts).

Capital Outlay Outlook

The Capital Outlay Committee engaged the discussion and deliberation phase of developing the next five (5) year capital outlay plan before the last fiscal year had ended.

A preliminary review of the draft capital budget for Fiscal Year 2024 (with placeholders for the Information Technology department pending input from our newly appointed IT Director) breaks out as follows:

Total Amount:		
Fiscal Year 2024	\$73,676,588	Percentage of Total
Subtotal related to Water/Wastewater	\$68,775,000	93.3%
Subtotal related to Facilities Maintenance	\$2,496,700	3.4%
Net total for all remaining requests	\$2,404,888	3.3%

The current draft Capital Outlay Budget and Plan (ver. 9/9/22) is also attached to this memo. You will see that the Water Department requests include \$14,000,000 for the Route 28 water main replacement project and the Wastewater Department requests are \$47,000,000 for the expansion of the East Harwich collection system and \$7,000,000 for the Route 28 sewer main installation.

The facilities maintenance requests are for:

- 204 Sisson Road (the former middle school) - \$1,510,000
- 80 Parallel Street (Brooks Academy) - \$600,000
- ADA compliance requirements - \$121,000
- 100 Oak Street (Community Center) - \$108,400

Summation

I look forward to our discussion on October 3, 2022 to develop the policy statement guiding budget development for Fiscal Year 2024. In the meantime, please do not hesitate to contact me if you have any questions.

Thank you for your time and attention to this matter.

TOWN OF HARWICH

Local Receipts

Local Receipts General Fund	Actual	Actual	Actual	Budget	Actual as of	Budget	2023 vs 2024 Variance
	FY2020	FY2021	FY2022	FY2023	9.14.22 FY2023	FY2024	
010004 432029 PRIOR YEAR RECOVERY	9,252	538	15,505	-	-	-	-
010004 458902 FEMA SNOW REIMBURSEMENT	46,865	-	-	-	-	-	-
010004 481004 SALE OF PROPERTY	-	-	175,000	-	-	-	-
010004 481005 CC REG TECH FEE(RES OFFICER)	20,000	20,000	20,000	20,000	-	20,000	-
010004 484099 GEN FUND MISC REVENUE	180,768	102,576	172,244	83,538	-	83,538	-
TOTAL GENERAL FUND - MISC REVENUE	256,886	123,114	382,749	103,538	-	103,538	-
011224 SELECTMEN - REV							
011224-432003 PHOTOCOPIES	29	-	-	-	-	-	-
011224-436008 OLD REC BLDG/JR THEATER LEASE	4,862	3,935	4,207	3,500	508	3,500	-
011224 436005 FRANCISE FEES	-	-	0	-	-	-	-
011224 441000 LIQUOR LICENSES	67,214	65,271	72,157	60,000	50	60,000	-
011224 442001 HOTEL, MOTEL, INN	800	500	550	500	50	500	-
011224 442003 CABLE	-	-	0.00	-	-	-	-
011224 442004 JUNK COLLECTOR, DEALER	35	35	-	-	-	-	-
011224 442005 USED CAR DEALER	900	900	800	900	-	900	-
011224 442006 AMUSEMENT DEVICE LICENSE	-	650	-	-	-	-	-
011224 442009 ENTERTAINMENT LICENSE	3,535	3,210	4,110	3,000	260	3,000	-
011224 442012 COMMON VICTUALLER LICENSE	2,150	2,250	2,250	2,000	50	2,000	-
011224 445016 VEHICLE REPAIRMAN	1,100	1,500	1,400	-	-	-	-
011224 45005 MISCELLANEOUS LIC/PERMITS	60	60	350	-	50	-	-
011224 484012 INSURANCE RECOVERY	74,758	-	-	-	-	-	-
TOTAL SELECTMEN - REV	155,443	78,311	85,824	69,900	968	69,900	-
011414 ASSESSORS - REV							
011414 432003 PHOTOCOPIES	794	459	466	500	82	500	-
011414-432045 ABUTTERS FEES	10,938	12,206	11,725	11,000	1,950	11,000	-
011414-461100 IN LIEU OF TAXES STATE	-	-	95,995	96,393	18,555	96,393	-
TOTAL ASSESSORS - REV	11,732	12,665	108,186	107,893	20,587	107,893	-
011454 TREASURER - REV							
011454 431455 ADMINISTRATION FEES	-	-	1,432	-	294	-	-
011454 432003 PHOTOCOPIES	-	-	2	-	-	-	-
011454 432007 BOUNCED CHECK FEE	725	925	550	500	125	500	-
011454 482001 INVESTMENT REVENUE	213,117	47,282	19,101	10,000	30,997	10,000	-
011454 484099 MISCELLANEOUS REVENUE	2,696	11,529	2,019	-	1,195	-	-
TOTAL TREASURER - REV	216,537	59,736	23,104	10,500	32,611	10,500	-
011464 COLLECTOR REV							
011464-414200 TAX TITLE	235,130	166,659	240,675	-	80,861	-	-
011464-414400 TAX DEFERRED REDEEMED	11	28,645	4,147	-	436	-	-
011464 417001 PEN & INT REAL ESTATE TAXES	94,988	187,733	131,779	189,908	27,733	189,908	-
011464 417002 PEN & INT PERS PROP TAXES	8,353	13,321	12,709	8,000	4,473	8,000	-
011464 417003 PEN & INT MV EXCISE TAXES	73,664	116,923	94,906	100,000	25,423	100,000	-
011464 417004 PEN & INT BOAT EXCISE TAXES	2,619	3,724	2,362	2,000	693	2,000	-
011464 417005 PEN & INT TAX TITLE	109,095	88,554	186,545	75,000	20,335	75,000	-
011464 417006 PEN & INT DEFERRED TAXES	57	21,488	2,853	-	214	-	-
011464 418001 IN LIEU OF TAXES LOCAL	62,471	65,256	63,703	60,000	-	60,000	-
011464 432008 MARKING FEES	8,160	10,860	9,860	10,000	2,120.00	10,000	-
011464 432009 MUNICIPAL LIEN CERTIFICATES	26,200	29,925	20,225	20,000	2,825.00	20,000	-
011464 484001 MISC	1	-	-	-	-	-	-
TOTAL COLLECTOR - REV	620,749	733,089	769,764	464,908	165,112	464,908	-
011614 TOWN CLERK - REV							
011614 432003 PHOTOCOPIES	477	195	7	-	164	-	-
011614 432011 DOG LICENCES	12,035	13,105	11,210	12,000	775	12,000	-
011614 432039 UTILITY POLES	-	80	80	-	40	-	-
011614 442017 BIRTH, MARRIAGE, DEATH CERT	17,640	17,550	17,950	16,000	4,590	16,000	-
011614 442018 BUSINESS CERTIFICATE	3,450	5,680	4,800	4,000	690	4,000	-
011614 445002 RAFFLE PERMIT	40	-	50	-	25	-	-
011614 445007 GASOLINE STORAGE	250	250	300	200	-	200	-
011614 445015 BURIAL	1,370	1,360	600	1,000	140	1,000	-
011614 468500 INCREASE POLLING HOURS	-	2,334	-	-	-	-	-

TOWN OF HARWICH

Local Receipts

Local Receipts General Fund	Actual	Actual	Actual	Budget	Actual as of	Budget	2023 vs 2024 Variance
	FY2020	FY2021	FY2022	FY2023	9.14.22 FY2023	FY2024	
011614 477001 NON CRIMINAL FINES POLICE	325	100	375	-	150	-	-
011614 477002 NON CRIMINAL FINES HEALTH	2,150	1,000	-	-	250	-	-
011614 477006 NON CRIMINAL FINES HARBOR	100	100	400	-	100	-	-
011614 477007 NON CRIMINAL FINES CONSERVAT	11,400	1,200	3,000	1,500	300	1,500	-
011614 484099 TOWN CLERK MISC	900	-	89	-	-	-	-
TOTAL TOWN CLERK - REV	50,137	42,954	38,861	34,700	7,224	34,700	-
011714 CONSERVATION - REV							
011714 432003 PHOTOCOPIES					200		-
011714 432038 GARDEN PLOTS	3,280	3,675	3,650	3,000	120	3,000	-
011714 436003 BOG LEASE	3,804	-	4,080	-	-	-	-
011714 437001 HEARINGS	9,120	13,560	9,350	12,000	1,505	12,000	-
011714 484099 CONSERV MISC REVENUE	4,050	5,525	4,850	4,000	950	4,000	-
TOTAL CONSERVATION - REV	20,254	22,760	21,930	19,000	2,775	19,000	-
011744 TOWN PLANNER - REV							
011744 432003 PHOTOCOPIES		18	75				-
011744 432040 PLANNING LOCAL FILING FE	5,990	7,140	3,570	6,000	825	6,000	-
011744 437001 HEARINGS	37,785	13,860	23,036	12,000	3,832	12,000	-
011744 445005 MISC LICENSES/PERMITS	265	530	795	-	-	-	-
TOTAL TOWN PLANNER - REV	44,040	21,549	27,476	18,000	4,657	18,000	-
011764 BOARD OF APPEALS - REV							
011764 437001 HEARINGS	12,600	17,010	11,655	10,000	630	10,000	-
TOTAL BOARD OF APPEALS - REV	12,600	17,010	11,655	10,000	630	10,000	-
011994-421000 CVEC ELECTRIC FEES	288,800	240,557	305,858	250,000	150,486	250,000	-
012104 POLICE - REV							
012104 432015 POLICE ADMINISTRATION FEES	45,625	40,648	34,128	40,000	7,172	40,000	-
012104 432017 USE OF CRUISER POLICE	13,240	13,283	8,143	10,000	1,809	10,000	-
012104 445003 GUN PERMITS	6,400	7,888	5,188	6,000	825	6,000	-
012104 468000 REG OF MV FINES	4,899	4,828	3,703	4,000	1,565	4,000	-
012104 468100 COURT DEFAULT WARRANTS					300		-
012104 469501 COURT FINES	1,215	1,088	175	1,000		1,000	-
012104 477004 PARKING VIOLATIONS	665	125	275	-	100	-	-
012104 484099 MISCELLANEOUS REVENUE	-	-	950	-	475	-	-
TOTAL POLICE - REV	72,044	67,860	52,561	61,000	12,246	61,000	-
012204 FIRE - REV							
012204 432003 PHOTOCOPIES	125	95	110	-	15	-	-
012204 432018 FIRE/OIL BURNER INSPECTIONS	39,130	44,820	37,685	35,000	7,300	35,000	-
12204 4445006 BURN PERMITS	2,349	-	-	2,000		2,000	-
012204 445005 MISCELLANEOUS LICENSES/PERMITS	3,270	2,095	2,850	-	510	-	-
012204 445007 GASOLINE STORAGE	225	410	270	-	40	-	-
012204 469900 OTHER STATE REVENUE	6,800	5,520					-
012204 484099 MISCELLANEOUS REVENUE	2,275	2,725	2,450	-	125	-	-
TOTAL FIRE - REV	54,174	55,665	43,365	37,000	7,990	37,000	-
012314 AMBULANCE - REV							
012314 437000 AMBULANCE FEES	1,601,026	1,789,175	1,694,361	1,700,000	317,165	1,700,000	-
012314 437010 AMBULANCE COLLECTOR	-	-	-	-	-	-	-
TOTAL AMBULANCE - REV	1,601,026	1,789,175	1,694,361	1,700,000	317,165	1,700,000	-
012414 BUILDING - REV							
012414 432003 PHOTOCOPIES	1,123	145	704	-			-
012414 432019 BUILDING INSPECTION	171	4,306	1,531	3,000	50	3,000	-
012414 455008 BUILDING PERMITS	371,296	474,978	407,254	450,000	48,496	450,000	-
012414 455009 SIGN PERMITS	2,025	2,325	1,650	2,000	300	2,000	-
012414 455011 RENTAL DENSITY PERMIT	1,750	1,550	3,950	1,000	900	1,000	-
012414 455012 HVAC SHEET METAL	41,110	5,289	2,395	-	675	-	-
012414 477000 NON CRIMINAL FINE	340	-	-	-	-	-	-
012414 494099 MISC REVENUE + Trenching	-	-	-	-	-	-	-

TOWN OF HARWICH Local Receipts

Local Receipts General Fund	Actual	Actual	Actual	Budget	Actual as of	Budget	2023 vs 2024 Variance
	FY2020	FY2021	FY2022	FY2023	9.14.22 FY2023	FY2024	
TOTAL BUILDING - REV	417,815	488,593	417,484	456,000	50,421	456,000	-
012424 GAS INSPECTION - REV							
012424 432020 GAS INSPECTION &Trench Permits	57,550	58,760	53,695	50,000	7,235	50,000	-
TOTAL GAS INSPECTION - REV	57,550	58,760	53,695	50,000	7,235	50,000	-
012434 PLUMBING							
012434 432021 PLUMBING INSPECTION	58,945	55,915	57,530	50,000	7,490	50,000	-
TOTAL PLUMBING	58,945	55,915	57,530	50,000	7,490	50,000	-
012454 ELECTRICAL REVENUE							
012454 432023 ELECTRICAL INSPECTION	77,471	90,173	103,895	85,000	17,070	85,000	-
TOTAL ELECTRICAL REVENUE	77,471	90,173	103,895	85,000	17,070	85,000	-
012964 445001 SHELLFISH	9,466	10,532	11,141	9,000	3,425	9,000	-
014114 TOWN ENGINEER REVENUE							
014114 445017 STORMWATER PERMIT	-	3,300	-	-	-	-	-
TOTAL ENGINEER REVENUE	-	3,300	-	-	-	-	-
014214 HIGHWAY REVENUE							
014214 445000 TREASURER CHEST STICKERS	-	-	12,125	-	3,932	-	-
Total 014214 HIGHWAY REVENUE	-	-	12,125	-	3,932	-	-
014394 WASTE DISPOSAL REVENUE							
014394 424701 DISPOSAL AREA STICKERS	886,605	985,245	878,581	950,000	308,710	950,000	-
014394 424702 DISPOSAL REGULAR FEES	1,008,645	1,167,657	1,220,766	1,200,000	233,160	1,200,000	-
014394 424703 DISPOSAL COMMERCIAL FEES	1,270,694	1,619,129	1,957,559	1,400,000	267,051	1,400,000	-
014394 427010 RECYCLE NEWSPAPER	(18,985)	-	14,369	-	3,372	-	-
014394 427011 RECYCLE BOTTLES	18,745	-	26,830	-	7,082	-	-
014394 427012 RECYCLE OTHER ITEMS	1,653	2,191	1,351	-	551	-	-
014394 427013 RECYCLE METAL	42,070	71,625	97,627	40,000	11,062	40,000	-
TOTAL WASTE DISPOSAL REVENUE	3,209,426	3,845,847	4,197,083	3,590,000	830,989	3,590,000	-
015104 BOARD OF HEALTH							
015104 432003 PHOTOCOPIES	952	8	404	-	60	-	-
015104 432025 TEST HOLES	15,950	17,490	20,900	15,000	2,750	15,000	-
015104 432037 FLU CLINIC FEES	-	-	-	-	-	-	-
015104 442001 HOTEL, MOTEL, INN	675	675	525	-	-	-	-
015104 442002 STABLE	1,310	1,330	1,470	1,000	-	1,000	-
015104 442004 JUNK COLLECTOR/RUBBISH HAULE	1,375	1,375	1,500	1,000	-	1,000	-
015104 442007 MASSAGE LICENSE	-	-	-	-	-	-	-
015104 442013 OTHER FOOD SERVICE LICENSE	19,410	18,215	18,420	18,000	950	18,000	-
015104 442014 TOBACCO LICENSE	1,350	1,125	1,050	1,000	-	1,000	-
015104 442015 FUNERAL DIRECTOR LICENSE	100	100	100	-	-	-	-
015104 445005 MISC LIC/PERMITS	12,925	14,880	15,375	12,000	1,075	12,000	-
015104 445010 SEPTAGE CARRIER	2,875	3,000	2,500	2,000	-	2,000	-
015104 445011 SEWERAGE PERMITS	30,380	36,688	31,465	30,000	5,530	30,000	-
015104 445012 WELL PERMITS	840	720	1,740	-	720	-	-
015104 445027 SWIMMING POOL	3,310	3,560	3,375	2,000	30	2,000	-
015104 445029 HEALTH INSPECTION FEES	38,830	39,380	32,385	35,000	5,720	35,000	-
015104 445030 OPIOID SETTLEMENT	-	-	-	-	20,919	-	-
015104 455012 TRENCH EXCAVATING PERMITS	-	-	3,810	3,000	570	3,000	-
015104 484099 MISC REVENUE/ TRENCH INSP.	5,770	7,650	3,950	2,500	250	2,500	-
TOTAL BOARD OF HEALTH	136,052	146,196	138,969	122,500	38,574	122,500	-
015404 COMMUNITY CENTER REVENUE							
015404-432003 PHOTOCOPIES	60	23	39	-	-	-	-
015404 432044 PROGRAM FEES	2,717	125	1,585	-	456	-	-
015404 42049 PASSPORT FEES	12,200	7,825	17,740	6,000	4,595	6,000	-
015404 436004 BUILDING USE	12,165	3,155	10,290	3,000	9,175	3,000	-

TOWN OF HARWICH Local Receipts

Local Receipts General Fund	Actual	Actual	Actual	Budget	Actual as of	Budget	2023 vs 2024 Variance
	FY2020	FY2021	FY2022	FY2023	9.14.22 FY2023	FY2024	
015404 484098 COM CENTER WEIGHT ROOM USE	11,702	-	9,701	-	-	-	-
TOTAL COMMUNITY CENTER REVENUE	38,845	11,128	39,355	9,000	14,226	9,000	-
015414 COUNCIL ON AGING							
015414 432044 PROGRAM FEES	12,389	1,015	17,551	5,000	5,012	5,000	-
015414 483003 CATERING REVENUE	2,684	1,182	-	-	-	-	-
TOTAL COUNCIL ON AGING	15,073	2,197	17,551	5,000	5,012	5,000	-
015434 VETERANS							
015434 484099 VETERANS MISC REVENUE	-	-	6,162	-	-	-	-
TOTAL VETERANS REVENUE	-	-	6,162	-	-	-	-
016104 LIBRARY REVENUE							
016104 432003 PHOTOCOPIES	-	-	14	-	-	-	-
016104 447003 FINES	3,026	77	-	-	-	-	-
016104 484099 MISC REVENUE	-	-	-	-	120	-	-
TOTAL LIBRARY REVENUE	3,026	77	14	-	120	-	-
016304 RECREATION & YOUTH REVENUE							
016304 427014 BEACH CONCESSIONS	12,334	12,334	9,640	10,000	13,147	10,000	-
016304 432030 SUMMER PROGRAM FEES	7,790	3,090	7,335	2,000	7,230	2,000	-
016304 432044 PROGRAM FEES	495	600	1,100	-	-	-	-
016304 445013 BEACH STICKERS	315,915	352,130	335,100	350,000	128,055	350,000	-
016304 445014 BEACH PARKING	89,100	87,345	75,650	10,000	85,760	10,000	-
016304 477004 PARKING VIOLATIONS	-	-	12,645	-	16,320	-	-
TOTAL RECREATION & YOUTH REVENUE	425,634	455,499	441,470	372,000	250,512	372,000	-
016334 HARBORMASTER REVENUE							
016334 432042 MOORING AGENT FEES	1,200	1,200	1,320	-	-	-	-
016334 436000 OTHER DOCKAGE LATE FEES	11,444	12,450	12,740	10,000	640	10,000	-
016334 436001 HARBOR FUEL CONCESSION	9,316	7,327	8,913	7,000	3,685	7,000	-
016334 436002 ALLEN HARBOR PARKING RENTAL	22,785	22,785	24,035	20,000	-	20,000	-
016334 436010 ARTISAN SHACK RENTAL	9,400	10,069	850	5,000	13	5,000	-
016334 436011 TICKET BOOTH RENTAL	-	-	6,320	-	-	-	-
016334 436012 SNACK SHACK LEASE	32,737	31,267	9,000	30,000	5,000	30,000	-
016334 436300 SEASONAL DOCKAGE	739,889	747,973	803,947	750,000	76	750,000	-
016334 436400 VISITOR DOCKAGE	235,711	294,590	331,398	290,000	170,450	290,000	-
016334 445014 PARKING	-	-	-	-	-	-	-
016334 445200 OFFLOAD/WEIR PERMITS	40,182	36,753	42,995	35,000	6,390	35,000	-
016334 454012 RAMP FEES/PASSES	32,327	36,515	34,262	30,000	15,595	30,000	-
016334 469900 OTHER STATE REVENUE	34,425	-	-	-	-	-	-
016334 454010 Misc	4,464	5,806	-	-	-	-	-
016334 477004 PARKING VIOLATIONS	-	-	5,850	-	4,556	-	-
016334 481000 SALE OF SAND	-	-	128,985	-	-	-	-
016334 484099 HARBOR MASTER MISC REVENUE	-	-	5,009	-	1,970	-	-
TOTAL HARBORMASTER REVENUE	1,173,879	1,206,735	1,415,624	1,177,000	208,375	1,177,000	-
016914 HISTORIC COMM REVENUE							
016914 437001 HEARINGS	770	440	385	0	220	0	-
TOTAL HISTORIC COMM REVENUE	770	440	385	-	220	-	-
016954 GOLF OPERATIONS REVENUE							
016954 427002 SNACK BAR CONCESSION	-	-	-	-	-	-	-
016954 432031 GREENS FEES	500,160	771,654	817,652	750,000	334,774	750,000	-
016954 432032 DRIVING RANGE	55,930	107,539	108,867	100,000	54,438	100,000	-
016954 432033 PULL CARTS	5,239	7,115	6,493	5,000	3,099	5,000	-
016954 432034 RESIDENTS FEES	670,032	820,272	918,079	820,000	15,175	820,000	-
016954 432035 CART RENTAL	210,450	312,482	300,324	300,000	107,105	300,000	-
016954 432046 NON RESIDENT GOLF MEMBERS	20,250	38,405	44,075	30,000	-	30,000	-
016954 432047 GOLF RANGE MEMBERSHIP	12,255	29,750	24,250	20,000	2,450	20,000	-
016954 432056 MEMBER CAPITAL FEE	20,215	23,420	-	-	(20)	-	-
016954 484099 MISC REVENUE	24,404	58,012	28,318	0	267	0	-
TOTAL GOLF OPERATIONS REVENUE	1,518,934	2,168,649	2,248,058	2,025,000	517,288	2,025,000	-

TOWN OF HARWICH Local Receipts

Local Receipts General Fund	Actual	Actual	Actual	Budget	Actual as of	Budget	2023 vs 2024 Variance
	FY2020	FY2021	FY2022	FY2023	9.14.22 FY2023	FY2024	
Sub Total Local Receipts	\$ 10,547,307	\$ 11,808,483	\$ 12,726,234	\$ 10,836,939	\$ 2,673,408	\$ 10,836,939	-
011464-415022 MOTOR VECH. EXCISE	\$ 2,267,817	\$ 2,458,617	\$ 2,180,575	\$ 2,350,000	\$ -	\$ 2,350,000	-
011464-416120 BOAT EXCISE	\$ 26,748	\$ 27,816	\$ 25,881	\$ 25,000	\$ -	\$ 25,000	-
011414-469901 MOTEL & HOTEL TAX	905,397	1,132,926	1,675,737	750,000	-	750,000	-
Total Local Receipts	\$ 13,747,270	\$ 15,427,842	\$ 16,608,427	\$ 13,961,939	\$ 2,673,408	\$ 13,961,939	-
011414 699001 MEALS TAX	445,497	325,311	571,745	350,000	-	350,000	-
Total LOCAL RECEIPTS	\$ 14,192,766	\$ 15,753,153	\$ 17,180,172	\$ 14,311,939	\$ 2,673,408	\$ 14,311,939	-

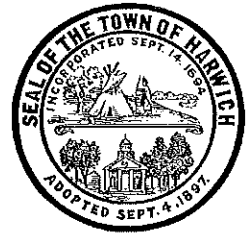
**Five Year Capital Outlay Plan
FY 2024 to 2028**

Department	Title	FY2024	FY2025	FY2026	FY2027	FY 2028	Five Year Total
Administration	Beautify the villages of Harwich	50,000	50,000	50,000	50,000	50,000	250,000
Administration							
Channel 18	Main Control equipment	0	0	17,650	0	0	17,650
Channel 18	Equip meeting rooms & field equipment	4,388	47,863	7,247	45,000	0	104,498
Channel 18							
Engineering	Stormwater EPA MS4 compliance	40,000	40,000	100,000	100,000	0	280,000
Engineering							
Facilities Maintenance	100 Oak Street (Community Center)	108,400	325,000	0	653,000	0	1,086,400
Facilities Maintenance	183 Oak Street (Cranberry Valley Golf Course)	0	0	85,000	0	0	85,000
Facilities Maintenance	183 Sisson Road (Public Safety Complex)	0	52,000	0	0	135,000	187,000
Facilities Maintenance	204 Sisson Road (old Middle School)	1,510,000	650,000	265,000	0	0	2,425,000
Facilities Maintenance	209 Queen Anne Rd (DPW Complex)				3,630,000	0	3,680,000
Facilities Maintenance	273 Queen Anne Rd (Transfer Station)	157,300				545,000	702,300
Facilities Maintenance	732 Main Street (Town Hall)	0	0	0	0	275,000	275,000
Facilities Maintenance	739 Main Street (Brooks Free Library)	0	40,000	150,000	0	590,000	780,000
Facilities Maintenance	80 Parallel St (Brooks Academy)	600,000	560,000	75,000	0	0	1,235,000
Facilities Maintenance	715 Route 28 (Harbor complex)	0	200,000	0	0	0	200,000
Facilities Maintenance	ADA compliance requirements	121,000	0	0	0	0	121,000
Facility Maintenance							
Fire Department	Ambulances	0	450,000	0	450,000	0	900,000
Fire Department	Engines/Other Fire Equipped Vehicles	350,000	0	0	0	750,000	1,100,000
Fire Department	Vehicles	0	70,000	0	0	0	70,000
Fire Department							
Golf	Irrigation Update	0	1,200,000	0	0	0	1,200,000
Golf	Vehicle purchase	0	0	0	0	0	0
Golf							
Harbormaster	Allen Harbor Jetty	0	0	0	2,000,000	0	2,000,000
Harbormaster	Herring River Ramp replacement	0	30,000	0	300,000	0	330,000
Harbormaster	Wixon Landing improvements	30,000	0	0	0	0	30,000
Harbormaster	Saquatucket Bulkheads replacements	0	0	175,000	0	1,950,000	2,125,000
Harbormaster	Vehicle replacement	0	0	42,000	0	0	42,000
Harbors							
Information Technology							0
Information Technology							0
Information Technology							0
Information Technology							
Police Department	Police Cruiser replacements	0	0	0	0	0	0
Police Department	Other vehicles/related equipment	0	0	0	0	0	0
Police Department	Equipment replacements	45,500	18,000	18,000	12,600	0	94,100
Police Department	Technology replacement	0	18,000	0	0	0	18,000
Police Department							
Public Works	Road maintenance/improvements	1,400,000	1,400,000	1,400,000	1,400,000	0	5,600,000
Public Works	Equipment replacements	75,000					75,000
Public Works	Vehicle replacements	515,000	605,000	555,000	650,000	505,000	2,830,000
Public Works							
Recreation		0	0	0	0	0	0
Town Clerk	Voting Equipment replacement	0	0	0	0	0	0
Town Clerk							
Water Department	Vehicle replacements	0	175,000	0	0	0	175,000
Water Department	Equipment replacements	0	125,000	0	0	0	125,000
Water Department	Pavement management plan	175,000	0	0	0	0	175,000
Water Department	New well construction	600,000	0	0	0	0	600,000
Water Department	Rt. 28 water main replacemenet	14,000,000	0	0	0	0	14,000,000
Water Department	Paint Pleasant Lake Ave. tank	0	2,000,000	0	0	0	2,000,000
Water Department	Distribution system upgrades	0	10,000,000	0	0	0	10,000,000
Water Department	Pipe discontinuity upgrade	0	0	1,500,000	0	0	1,500,000
Water Department	Watermain design	0	0	0	0	0	0
Water Department							
Wastewater Department	E. Harwich Collection System Expans.	47,000,000	0	0	0	0	47,000,000
Wastewater Department	Phase 4 Collection System design	0	2,500,000	0	0	0	2,500,000
Wastewater Department	Rt. 28 sewer main installation	7,000,000	0	0	0	0	7,000,000
Wastewater Department							

ANNUAL TOTALS 73,676,588 20,555,863 4,439,897 9,340,600 4,800,000 112,812,948

Excluding Water and Wastewater Project	(68,775,000)	93.3%
Excluding Facilities Maintenance	(2,496,700)	3.4%
Net Total	2,404,888	3.3%

NEW BUSINESS



The Harwich Board of Selectmen submits the following budget message to the citizens of the town of Harwich to establish priorities for Fiscal Year 2022.

Selectmen require a budget that is at most 2% higher than FY2021; the starting point will be to develop a level funded budget to provide some relief to Harwich's taxpayers. It is recognized that some larger projects are forthcoming which required detailed and broad discussion to implement within this stated budget desire.

We fully understand the impact that previous borrowings have had on taxpayers. Taxpayers have yet to realize the full impact of bonding for current projects such as Cape Cod Technical High School, Phase Two of the Comprehensive Wastewater Management Plan, and the Saquatucket Harbor projects. Further, the Town is committed to additional work (resulting in more borrowing) for upcoming CWMP implementation phases. A Dennis/Harwich/Yarmouth Regional Sewer Plant is being discussed and analyzed. Although cost-savings is of paramount importance implementation of the CWMP is driven by our desire to avoid potential legal actions against Federal and State regulatory agencies which if pursued as threatened would greatly increase wastewater costs. We also strongly believe it is our duty to take action to protect the environment.

The COVID19 pandemic has profoundly affected both revenue and expenses. While local receipts were down approximately 12% from last year, the addition of two one-time payments (tornado and COVID-19 funds) total revenues were ~ 1.2% less than last year. Prudent budgeting directs us to plan based ongoing revenues not one-time revenues. Although we were able to hold expenses with a hiring freeze, delay of capital projects and other operational budget cuts it will be difficult to maintain these as the pandemic often increases service expenses and delay of capital projects are not always possible. Expected FY2022 fiscal restraints requires that every hire and expense be examined to minimize tax increases. Although delayed capital projects often increase future costs it is best to delay projects until economic growth and revenues have rebounded.

The Board realized even before the pandemic that budgets needed to be carefully examined to reduce future spending increases to a minimum to ensure financial sustainability. The pre-Pandemic budget forecasted a positive budget of ~ \$340,000 in FY2021 which then decreased over the five-year budget plan to a negative ~ \$2.7 M. This assumes annual 2.5% tax levy and \$300,000 growth increases. Clearly expenses need to be curtailed to avoid or minimize 2 ½ over-rides.

With the uncertainty surrounding the COVID-19 pandemic the Board will develop a conservative budget as a "worse-case" planning guide as it is easier to increase spending if additional revenues are available than to reduce promised spending.

Financial control will be difficult. We are proud of past infrastructure improvements through our wastewater initiatives; commitment to improve accessibility and safety to all members of our town by investing in water and landslide improvements at Saquatucket Harbor; support of Monomoy Regional School System; Cape Cod Regional Highschool and the quality of our roads. Investment in our

infrastructure signifies an investment and commitment to the future of Harwich. We have had at least ten years of growth and infrastructure improvements. COVID-19 related financial pressures call for a pause in infrastructure spending.

Financial control includes the careful vetting of any possible new hires, additional hours for part-time employees, revaluations, and overtime to be sure they are within budget limits or are documented to benefit or improve efficiencies of town operations. Funding sources must be identified. To help effectively manage department budgets we suggest the allocation of indirect costs to each department. It is necessary to review total department costs including those that are carried out by another department. The intent is to provide a better understanding of the total costs to operate each department.

The Board continues to face the difficult issue of an aging population and a dissolving younger population. We must continue to develop better strategies to assist our aging population to remain in place while simultaneously improving housing and job opportunities to maintain and attract a younger population. It is our duty to address the need for economic development, increased access to affordable and workforce housing since the youth are the future of Harwich. We understand the need to protect the quintessential New England flavor Harwich offers but must begin to focus internally on how to address zoning limitations that cause urban sprawl and the physical disconnection of our community.

Fundamentally, the Board's mission within financial constraints is to ensure public safety, .upgrade and maintain the town's critical infrastructure, support our well respected school systems, advocate for additional housing, and ensure the local business community finds a welcoming environment all while ensuring we protect our proud heritage.

Harwich has had ten years growth but is currently in the midst of a pandemic. A portion of our taxpayers are struggling and losing businesses, families are having child-care issues and often are working fewer hours resulting in reduced pay. The board recognizes this and will be as fiscally responsible as possible.

Larry G Ballantine, Chairman

Stephen P. Ford, Vice Chairman

Michael D. MacAskill, Clerk

Donald F. Howell

Edward J. McManus

OFFICE OF THE TOWN ADMINISTRATOR

Joseph F. Powers, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



February 8, 2021

Harwich Board of Selectmen
Town of Harwich
732 Main Street
Harwich, MA 02645

To the Honorable Members of the Board of Selectmen:

It is my honor to present to you for your review the comprehensive budget for all town functions as proposed for Fiscal Year 2022 in accordance with the requirements of the Harwich Charter as outlined in Chapter 9, Section 2, and subsection 9-2-4.

Additionally, in accordance with those provisions, I hereby offer my budget message for the ensuing Fiscal Year.

Despite the significant headwinds we continue to be buffeted by as we are still in the throes of the Coronavirus Disease 2019 (COVID-19) and the related effects on our local, regional, state and national economy, the message I wish to convey is one of **cautious optimism**.

Optimism because we are presently in the midst of the first phases of vaccination which offer hope that perhaps the worst of physical effects of COVID-19 may soon be behind us.

Cautious because we cannot yet envision what a post-COVID economy and society will reap or bear upon us in the coming months and perhaps years ahead.

The budget which I present to you accomplishes several objectives in synchronization with your budget message and goals for Fiscal Year 2022. Namely:

- You require a budget that is at most 2% higher than FY 2021. You will see that the **total departmental budgets** show a **percentage increase** from FY 2021 to FY 2022 of **0.6%**; and
- Further, your message mandated that "...the starting point will be to develop a level funded budget to provide some relief to Harwich's taxpayers." **More than a majority of departments came in at level-funding**. I will provide more information on level-funding during my presentation to you at your meeting.

Additionally, this comprehensive budget supports your objective of limiting the use of debt exclusions as outlined in your goal of financial leadership and stability. The corresponding documents regarding the Fiscal Year 2022 Capital Budget include only two items relying upon debt exclusions by Town Meeting and the voters at the Town Election.

I will provide greater detail on the comprehensive budget at your meeting in my formal presentation to the Board.

I would be remiss if I did not take this opportunity to thank my colleague, our Finance Director, Carol Coppola for her continued partnership and support in developing this budget.

I look forward to presenting this material to you and more importantly, to working with you in the days, weeks and months ahead as we strive towards our Annual Town Meeting in the spring for the benefit of our community.

Thank you for your time and consideration.

Respectfully submitted,



Joseph F. Powers
Town Administrator

Cc: Carol Coppola, Finance Director
Jon Chorey, Chair, Finance Committee
Richard Larios, Chair, Capital Outlay Committee
David Nixon, Chair, Community Preservation Committee

Town Administrator's Proposed Budget

Town of Harwich BUDGET 2022

Line #	SOURCES OF FUNDS	Budget FY 2021	Budget FY 2022	%
1	Tax Levy Limit (R/E & PP)	53,357,522	55,648,711	4.3%
2	Local Receipts	11,986,520	12,465,198	4.0%
3	<u>State Aid</u>			
4	Cherry Sheet	664,352	667,067	0.4%
5	Overlay Surplus	200,000	200,000	0.0%
6	<u>Transfers:</u>			
7	Total Transfers In from Other Sources:	2,713,239	2,184,137	-19.5%
8	TOTAL SOURCES	68,921,633	71,165,114	3.3%
9	USES OF FUNDS			
10	<u>Charges:</u>			
11	State-Cherry Sheet Charges (CCC & BC Tax)	764,539	778,830	1.9%
12	Overlay (Abatements- Taxes)	400,000	450,000	12.5%
13	<u>TOTAL CHARGES</u>	<u>1,123,358</u>	<u>1,228,830</u>	<u>9.4%</u>
14	<u>NET AVAILABLE Sources</u>	<u>67,798,275</u>	<u>69,936,284</u>	<u>3.2%</u>
15	Town Operating Budget	25,739,671	25,895,226	0.6%
16	<u>Semi-Fixed Cost</u>			
17	Barnstable County Retirement	3,144,894	3,242,673	3.1%
18	Debt Service	4,617,408	5,178,305	12.1%
19	Health Insurance	4,833,551	4,938,071	2.2%
20	OPEB	-	250,000	0.0%
21	Property & Liab. Insurance	874,470	897,726	2.7%
23	Unemployment	20,000	20,000	0.0%
24	Total Fixed Cost	13,490,322	14,526,775	7.7%
25	Cape Cod Tech HS	1,737,789	1,688,437	-2.8%
26	Monomoy Regional School District	26,820,046	27,825,543	3.7%
27	TOTAL USES	68,911,186	71,164,811	3.3%
29	NET SOURCES & USES	\$ 10,447	\$ 302	

REVISED BUDGET

BUDGET FY 2022 REVENUES	Actual FY2018	Actual FY2019	Actual FY2020	Budget FY2021	Town Meeting Budget FY2022	% Change
Real Estate & Personal Property Taxes	\$46,774,148	\$50,127,321	\$51,445,928	\$53,299,729	\$55,648,711	4.4%
Local Receipts:						
Excise Tax	2,372,767	2,407,537	2,294,565	1,925,000	2,025,000	5.2%
Hotel/Motel & Meals	1,098,022	1,124,753	1,350,894	671,000	915,000	36.4%
Ambulance	1,452,109	1,664,188	1,601,026	1,600,000	1,600,000	0.0%
Waste Disposal	3,110,693	3,372,701	3,209,426	3,002,500	3,102,500	3.3%
Beach, Recreation & Youth	413,637	435,548	425,634	330,000	362,500	9.8%
Harbors & Landings	929,773	806,754	1,173,879	1,024,500	1,059,500	3.4%
Golf Operations	1,856,221	1,895,899	1,518,934	1,585,000	1,585,000	0.0%
Other Local Receipts	2,231,851	3,016,935	2,618,408	1,848,520	1,815,698	-1.8%
Total Local Receipts	13,465,072	14,724,316	14,192,766	11,986,520	12,465,198	4.0%
State Aid:						
Cherry Sheet	705,430	676,162	1,792,161	664,352	667,067	0.4%
Other:						
Free Cash	305,244	378,038	639,034	353,943	833,591	135.5%
Stabilization Fund				574,171	-	0.0%
Overlay Surplus	100,000	100,000	200,000	200,000	200,000	0.0%
Harbor Capital Improvement - Wychmere	110,930	62,808	72,227	0	0	0.0%
Cable Fund (Comcast)	143,417	156,450	144,398	210,107	210,100	0.0%
Septic Loan	17,358	17,358	13,574	17,171	6,121	-64.4%
Water Enterprise Indirect Costs	650,178	732,843	720,295	730,290	727,304	-0.4%
Sewer Enterprise Indirect Costs					31,446	0.0%
FEMA	13,508	13,608	13,815	13,855	13,855	0.0%
Road Betterments	49,194	58,277	56,973	51,100	55,166	8.0%
Allan Harbor Betterments	185,550	182,250	29,325	98,508	0	0.0%
Golf Infrastructure Revitalization Fund		139,000	249,000	108,200	104,950	-3.0%
Golf Improvement Fund				100,000	0	0.0%
SAQ Mooring		101,188	136,888	50,000	0	0.0%
SAQ Waterways		136,888	101,188	50,000	0	0.0%
CPA Funds (Land Bank)	608,950	588,750	553,700	341,750	233,050	-31.8%
Dog License Fund				2,144	0	0.0%
Town Clerk State Aid		15,585		12,000	0	0.0%
Total Revenue	\$63,128,979	\$68,210,840	\$70,361,273	\$68,863,840	\$71,196,560	3.4%

<u>TOWN OPERATION BUDGET 2022</u>		Actual FY2018	Actual FY2019	Actual FY2020	Budget FY2021	Town Meeting Budget FY2022	\$\$ Change	PCT CHANGE
52	BOARD OF APPEALS - EXP	594	15	124	735	735	-	0.0%
53	Sub-Total	594	15	124	735	735	-	0.0%
54	ALBRO HOUSE - EXP	3,148	2,928	2,177	6,355	6,355	-	0.0%
55	OLD RECR BUILDING - EXP	5,321	4,123	5,001	7,627	7,627	-	0.0%
56	W. HARWICH SCHOOL - EXP	408	404	365	1,424	1,424	-	0.0%
57	Sub-Total	8,876	7,455	7,543	15,405	15,405	-	0.0%
58	COMMUNITY DEVELOPMENT - S&W	218,879	225,761	211,842	242,945	235,150	(7,795)	-3.2%
59	COMMUNITY DEVELOPMENT - EXP	10,834	9,207	6,596	13,113	13,113	-	0.0%
60	Sub-Total	229,713	234,968	218,438	256,058	248,263	(7,795)	-3.0%
61	PUBLIC BUILDINGS REPAIRS	-	-	-	2,133	2,133	-	0.0%
62	TOWN/FIN COM REPORTS	7,658	7,766	5,961	10,000	10,000	-	0.0%
63	ADVERTISING	21,671	22,229	4,788	22,750	22,750	-	0.0%
64	POLICE - S&W	3,384,205	3,716,952	3,554,438	4,041,890	4,135,495	93,605	2.3%
65	POLICE - EXP	544,305	484,541	375,889	506,643	473,037	(33,606)	-6.6%
66	POLICE - CAP OUTLAY	121,482	131,100	85,811	60,000	-	(60,000)	0.0%
67	Sub-Total	4,049,992	4,332,593	4,016,139	4,608,533	4,608,533	(1)	0.0%
68	FIRE - S&W	3,353,682	3,872,857	3,744,052	4,129,052	4,209,768	80,716	2.0%
69	FIRE - EXP	394,875	362,291	356,867	406,192	551,329	145,137	35.7%
71	Sub-Total	3,748,556	4,235,148	4,100,920	4,535,244	4,761,097	225,852	5.0%
72	AMBULANCE - S&W	112,767	137,969	86,233	131,607	-	(131,607)	0.0%
73	EMS - EXP	136,314	118,467	122,332	124,095	-	(124,095)	0.0%
74	Sub-Total	249,081	256,436	208,565	255,702	-	(255,702)	0.0%
75	BUILDING - S&W	246,408	291,192	283,536	337,190	336,170	(1,020)	-0.3%
76	BUILDING - EXP	11,349	13,822	10,568	24,976	26,475	1,499	6.0%
77	Sub-Total	257,757	305,013	294,104	362,166	362,645	479	0.1%
78	EMERG. MGMT - S&W	2,444	1,032	2,300	5,355	5,355	-	0.0%
79	EMERG. MGMT - EXP	3,317	4,562	7,075	8,500	8,500	-	0.0%
80	Sub-Total	5,761	5,593	9,375	13,855	13,855	-	0.0%
81	NATURAL RESOURCES - S&W	96,343	102,223	110,546	113,631	114,714	1,083	1.0%
82	NATURAL RESOURCES - EXP	26,998	27,835	21,525	28,200	27,100	(1,100)	-3.9%
83	Sub-Total	123,341	130,058	132,071	141,831	141,814	(17)	0.0%
84	PLEASANT BAY ALLIANCE	17,343	20,160	23,760	23,760	23,760	-	0.0%
85	TOWN ENGINEER - S&W	174,256	131,618	115,709	114,549	114,549	-	0.0%
86	TOWN ENGINEER - EXP	9,831	22,695	28,677	80,310	30,310	(50,000)	-62.3%
87	Sub-Total	184,088	154,313	144,386	194,859	144,859	(50,000)	-25.7%
88	HIGHWAY - S&W	2,495,639	2,623,322	2,578,958	2,848,196	2,771,009	(77,186)	-2.7%
89	HIGHWAY - EXP	2,501,442	2,805,897	2,690,057	3,226,579	3,303,765	77,186	2.4%
90	Sub-Total	4,997,081	5,429,219	5,269,015	6,074,775	6,074,775	(0)	0.0%
91	SNOW/ICE - S&W	104,576	81,499	25,914	40,000	40,000	-	0.0%
92	SNOW/ICE - EXP	260,924	190,965	66,955	95,000	95,000	-	0.0%
93	Sub-Total	365,500	272,463	92,870	135,000	135,000	-	0.0%
94	STREET LIGHTS	31,372	22,731	30,356	35,000	31,000	(4,000)	-11.4%
95	INTERGOVERNMENTAL TRANS - WW		70,000	125,000	200,000	515,331	315,331	157.7%
96	COUNTY WW SUPPORT FUND			100,000	-	-	-	0.0%
97	CEMETERY ADMIN - S&W	63,203	65,070	70,040	71,434	71,434	-	0.0%
98	CEMETERY ADMIN - EXP	3,164	4,546	4,670	5,075	5,718	643	12.7%
99	Sub-Total	66,367	69,617	74,710	76,509	77,152	643	0.8%
100	BOARD OF HEALTH - S&W	139,795	163,782	183,249	203,881	193,196	(10,685)	-5.2%
101	BOARD OF HEALTH - EXP	16,209	13,241	8,331	16,390	12,560	(3,830)	-23.4%
102	Sub-Total	156,004	177,023	191,579	220,272	205,756	(14,515)	-6.6%

TOWN OPERATION BUDGET 2022		Actual	Actual	Actual	Budget	Town Meeting		PCT
		FY2018	FY2019	FY2020	FY2021	Budget	\$\$ Change	CHANGE
						FY2022		
103	COMMUNITY CENTER S&W	165,498	176,286	185,474	193,389	196,876	3,487	1.8%
104	COMMUNITY CENTER EXP	131,306	117,063	109,175	125,354	121,190	(4,164)	-3.3%
105	Sub-Total	296,804	293,349	294,649	318,743	318,066	(678)	-0.2%
106	COUNCIL ON AGING - S&W	370,042	352,597	361,824	396,169	393,012	(3,157)	-0.8%
107	COUNCIL ON AGING - EXP	63,690	63,932	55,274	79,232	82,326	3,094	3.9%
108	Sub-Total	433,732	416,529	417,099	475,401	475,338	(63)	0.0%
109	YOUTH COUNSELOR - S&W	81,511	85,203	93,443	96,255	95,905	(350)	-0.4%
110	YOUTH COUNSELOR - EXP	4,017	4,604	4,221	3,485	3,485	-	0.0%
111	Sub-Total	85,528	89,807	97,663	99,740	99,390	(350)	-0.4%
112	VETERANS EXPENSE/BENEFITS	99,997	97,461	133,899	128,058	144,277	16,219	12.7%
113	DISABILTY RIGHT - EXP	-	300	-	500	500	-	0.0%
114	HUMAN SERVICES	72,605	78,690	79,450	83,250	83,250	-	0.0%
115	LIBRARY - S&W	630,719	665,422	696,848	730,885	737,977	7,092	1.0%
116	LIBRARY - EXP	269,410	267,370	248,848	274,820	274,820	-	0.0%
117	Sub-Total	900,128	932,792	945,695	1,005,705	1,012,797	7,092	0.7%
118	RECREATION - SEASONAL - S&W	174,725	216,097	208,379	218,026	213,213	(4,813)	-2.2%
119	RECREATION - S&W	228,268	245,726	253,706	272,618	274,076	1,457	0.5%
120	RECREATION - EXP	41,735	46,281	52,966	45,575	45,575	-	0.0%
121	RECREATION - CAP OUTLAY	-	9,029	-	-	-	-	0.0%
122	Sub-Total	444,728	517,133	515,051	536,219	532,864	(3,356)	-0.6%
123	HARBORMASTER -S&W	289,490	311,293	324,299	343,404	342,729	(675)	-0.2%
124	HARBORMASTER - EXP	171,596	203,466	107,197	252,580	253,230	650	0.3%
125	Sub-Total	461,086	514,759	431,496	595,984	595,959	(25)	0.0%
126	BROOKS ACAD MUSEUM COMMISSION	10,754	9,440	7,842	12,894	12,894	-	0.0%
127	HISTORICAL COMMISSION	540	-	-	-	-	-	0.0%
128	HISTORICAL COMMISSION	-	198	-	350	350	-	0.0%
129	Sub-Total	540	198	-	350	350	-	0.0%
130	CELEBRATIONS	1,299	992	-	1,600	1,600	-	0.0%
131	GOLF - S&W	798,628	865,827	795,295	919,180	937,540	18,360	2.0%
132	GOLF - EXP	621,381	614,144	535,217	665,271	639,223	(26,048)	-3.9%
133	GOLF CAP OUTLAY	66,277	66,199	13,829	68,000	68,000	-	0.0%
134	Sub-Total	1,486,286	1,546,170	1,344,341	1,652,451	1,644,763	(7,688)	-0.5%
135	GOLF IMA MRSD	-	82,000	82,000	83,538	83,538	-	0.0%
136	ELECTRICITY - CVEC	66,254	68,140	71,705	73,900	75,750	1,850	2.5%
137	INTERFUND TRANSFERS	-	-	100,558	-	-	-	0.0%
138	Total Departmental Budgets	21,532,254	23,350,924	23,502,145	25,739,671	25,895,226	155,555	0.6%
139	Total Debt Service (Prin & Int)	2,494,459	4,710,046	4,920,069	4,617,408	5,178,305	560,897	12.1%
140	STATE ASSESSMENTS	261,135	269,883	285,138	300,901	308,390	7,489	2.5%
141	BARNS CTY RETIREMENT	2,681,194	2,763,836	3,024,763	3,144,894	3,242,673	97,779	3.1%
142	CAPE COD COMMISSION ASSESSMENT	217,944	223,393	234,056	240,570	246,584	6,014	2.5%
143	BARNSTABLE COUNTY ASSESSMENT	203,280	208,362	218,307	223,101	228,679	5,578	2.5%
144	UNEMPLOYMENT COMPENSATION	5,087	32,401	16,281	20,000	20,000	-	0.0%
145	GROUP HEALTH INSURANCE	4,296,270	4,514,731	4,551,199	4,833,551	4,938,071	104,520	2.2%
146	OPEB	100,000	125,000	150,000	-	250,000	250,000	100.0%
147	GENERAL INSURANCE	656,366	726,142	805,793	854,470	877,726	23,256	2.7%
148	GENERAL INSURANCE DEDUCTIBLE	4,603	7,018	3,696	20,000	20,000	-	0.0%
149	TOTAL TOWN	32,452,592	36,931,737	37,711,447	39,994,565	41,205,654	1,211,089	3.0%
150	OVERLAY (Abatements/Exemptions)	413,262	450,000	437,775	400,000	450,000	50,000	12.5%
151	C C REGIONAL TECH HIGH	1,487,362	1,581,236	2,317,475	1,737,789	1,688,437	(49,352)	-2.8%
152	MONOMOY REG. SCH. DISTRICT							
153	TOTAL MRSD ASSESSMENT	24,759,749	25,609,390	26,643,415	26,820,046	27,825,543	1,005,497	3.7%
154	TOTAL	59,112,965	64,572,363	67,110,112	68,952,400	71,169,634	2,217,234	3.2%

<u>TOWN OPERATION BUDGET 2022</u>	<u>Actual FY2018</u>	<u>Actual FY2019</u>	<u>Actual FY2020</u>	<u>Budget FY2021</u>	<u>Town Meeting Budget FY2022</u>	<u>\$\$ Change</u>	<u>PCT CHANGE</u>
Reconciliation to Article:							
Total from line 154					\$ 71,169,634		
Less:							
State & County Assessments					783,653		
Overlay					450,000		
Wastewater/Sewer					515,331		
Cape Cod Technical High School					1,688,437		
Monomoy Regional School District					27,825,543		
Total Reductions					<u>31,262,964</u>		
Article					<u>\$ 39,906,670</u>		

FISCAL YEAR 2022 CAPITAL OUTLAY PLAN - February 8, 2021

<u>Department</u>	<u>Project</u>	<u>Funding Source</u>	<u>BOS/CPC Approved</u>	<u>FY 2022</u>	<u>NOTES</u>
ADMINISTRATION					
Admin	Harwich Center ADA Sidewalk Project	FC	\$	50,000	
	Harwich Center ADA Sidewalk Pro. ADA/CDBG Grant (\$1 Million)	Grant			No activity underway to acquire grant
Admin	Walkway Design & Construction Rte 28 SAQ to Harwichport	FC	\$	200,000	Rescinded original allocation of \$250K for FY 2021 balance
Admin	Walkway Design & Construction Rte 28 Project - Supplemental Funding	Grant	\$	400,000	CCC TIP Project Eligible
Admin	Green/Fuel Efficient Fleet Replacement Schedule (Need Revisions)	Oper.Budget			Project to be eliminated (\$30,000)
Brooks Academy Museum Comm. (BAMC)	Brooks Academy Structural Improvements Project	CPC - HP4	\$	1,150,000	Revised amount per CPC
Real Estate & Open Space (REOS) Committee	Hinckleys Pond Watershed Preservation Project	CPC - OS8	\$	360,000	
Bikeways Committee	Bikeways crossing lights at Depot Road South project	CPC - R11	\$	15,000	
Bikeways Committee	Old Colony Rail Trail Harwich/Chatham Town Border marker project	CPC - R12	\$	1,000	
ADMIN SUB-TOTAL			\$ -	\$ 2,176,000	
AFFORDABLE HOUSING TRUST (AHT)					
AHT	AHT Funding for Housing and Part Time Coordinator (\$50K PT) [CH7]	CPC Housing	\$	50,000	
AHT SUB-TOTAL			\$ -	\$ 50,000	
CEMETERY					
Cemetery Department	East Harwich Methodist Cemetery Gravestone Project	CPC Historic	\$	112,000	Revised amount per CPC
Cemetery Department	Restoration of fence posts & rails at East Harwich Methodist Cemetery	CPC - HP2			Deferred by CPC; insufficient funds available (\$135,025)
Cemetery Department	Flag Poles project at Veterans Memorial Circle at Evergreen Cemetery	CPC - HP3	\$	48,385	Revised amount per CPC
Cemetery	Island Pond Arboretum Implementation of Master Plan (Construction)	Grant			COC voted 4-1 to move both items to FY '23
Cemetery	Island Pond Arboretum Master Plan (Study)	Grant			\$100k for construction; \$43k for master plan
Cemetery SUB-TOTAL			\$	160,385	
CHANNEL 18					
Channel 18	Production Studio: Cameras/Lighting	PEG Grant	\$	32,784	
Channel 18	Meeting Rooms (5 - various locations)	PEG Grant	\$	66,470	
Channel 18 SUB-TOTAL			\$	99,254	
COMMUNITY CENTER					
COMMUNITY CENTER SUB-TOTAL			\$	-	
CONSERVATION					
Conservation	Harwich Artificial Reef (Additional Project)	GRANT			Will seek grant when sufficient material is available (\$250K)
CONSERVATION SUB-TOTAL			\$ -	\$ -	
ENGINEERING					
Engineering	MS4 Municipal Surface Drainage Plan and Improvements [Per Permit]	FC	\$	200,000	
ENGINEERING SUB-TOTAL			\$	200,000	
Facility Main.-DPW					
Facility Main.-DPW	Brooks Library Roof	FC	\$	148,500	
Facility Main.-DPW	Implement Facilities Wide ADA Compliance Plan Improvements	FC			FY 23 \$11,605 - Priority #2
Facility Main.-DPW	Implement Facilities Wide ADA Compliance Plan Improvements (MOD Grant)	GRANT			Defer grant opportunity until \$350K
Facility Main.-DPW	5 Bells Neck Roof Repair	FC	\$	50,000	Administration working on RFP for lease or ATM sale
Facility Main.-DPW	Cultural Center Systems Generator	FC			FY 23 \$70k per Facilities Maintenance Manager
Facility Main.-DPW	Cultural Center - Boiler Replacement	FC			FY 23 \$160k per Facilities Maintenance Manager
Facility Main.-DPW	Remove and Replace Privacy Fence	FC			FY 23 \$55k per Facilities Maintenance Manager
FACILITY MAINTENANCE SUB-TOTAL			\$	198,500	

FISCAL YEAR 2022 CAPITAL OUTLAY PLAN - February 8, 2021

<u>Department</u>	<u>Project</u>	<u>Funding Source</u>	<u>BOS/CPC Approved</u>	<u>FY 2022</u>	<u>NOTES</u>
FIRE					
Fire	Phased Police and Fire Radio System	FC		\$ 223,204	Fire Dept pursuing FY 22 grant for \$450,000
Fire	Air Pack Replacement Program - (Town Funded Portion)				Full grant amount in FY'21 negates need
Fire	Staff Car				Question if presently needed
Fire	Pumper and Ladder Request converted to Pumper/Ladder called Quint	DE		\$ 1,138,000	Increased by \$138,000 due to delay in purchase
FIRE SUB-TOTAL				\$ 1,361,204	
GOLF					
Golf	Tree Work Front 9 (Final year of 6 Year Project)				
Golf	Design and Feasibility of 3 hole Practice and Putting Course				
Golf	Renovate Cart Path (Following Mungeam Plan) Hole 10 FY21 & Hole 1 FY 22				Golf Committee revising their capital plan and presently focusing on building up balances.
Golf	Various Mowing Equipment per Lease				
Golf	Improvements to Nets at Driving Range (Back FY 22 & Main FY 23)				
Golf	Golf Course Irrigation Update				
GOLF SUB-TOTAL				\$ -	
HARBORMASTER					
Harbormaster	Allen Harbor Jetty Reconstruction (Construction)				Voted 5-0 to push to FY '2024 (\$2M)
HARBORMASTER SUB-TOTAL					
LIBRARY					
Library	Library Interior Modifications/Renovations				Trustees voted to move to FY '24 (\$40,000)
LIBRARY SUB-TOTAL				\$ -	
NATURAL RESOURCES					
NATURAL RESOURCES SUB-TOTAL					
PLANNING					
PLANNING SUB-TOTAL					
POLICE					
Police	Digital Fingerprint Machine (Normal Replacement)	FC		\$ 18,000	Under \$50,000
POLICE SUB-TOTAL				\$ 18,000	
PUBLIC WORKS					
Public Works	5 Year Road Maintenance Plan (Traditionally funded by DE & Chapter 90)	DE		\$ 700,000	
	Harwich portion of State Gas Tax Allocation	Ch. 90		\$ 678,322	Matches Gov. Baker's apportionment for FY 2022
Public Works	Route 39/Pleasant Bay Road Roundabout (If Needed)				Voted 5-0 to remove from plan (\$600k)
Public Works	6 Wheel Dump Truck #7	FC		\$ 175,000	Deferred from FY 2021
Public Works	Ford E-250 Van #28	FC		\$ 35,000	Deferred from FY 2021
Public Works	Vehicle Listing (FY 22 to 27) Summary	FC		\$ 250,000	Volvo Loader \$200k and Ford F-150 (\$50k)
PUBLIC WORKS SUB-TOTAL				\$ 1,838,322	
RECREATION & YOUTH					
Recreation Department	Brooks Park Lighting Project, Phase 5, Part 2	CPC - R13		\$ 125,000	
Recreation Department	Sand Pond Revitalization Project, Phase 2	CPC - R14		\$ 83,500	
Recreation Department	Senior Memorial Field fencing project	CPC - R15		\$ 40,181	
Recreation Department	Whitehouse Field Lighting project, Phase 2	CPC - R16			Withdrawn; funded by Harwich Mariners (\$100K)
RECREATION AND YOUTH SUB-TOTAL				\$ 248,681	
TOWN CLERK					
TOWN CLERK SUB-TOTAL					

FISCAL YEAR 2022 CAPITAL OUTLAY PLAN - February 8, 2021

<u>Department</u>	<u>Project</u>	<u>Funding Source</u>	<u>BOS/CPC Approved</u>	<u>FY 2022</u>	<u>NOTES</u>
WASTEWATER					
Wastewater	DHY Community Partnership - CWMP Revisions				
Wastewater	DHY - CWMP Revisions Phase 3 Harwich Share of Treatment				Hold until at least FY 2023 - per BOS @ 1/26/21 mtg (\$1.5M)
Wastewater	DHY - CWMP Phase 1 Sewers (planning, engineering and legal costs)				Recommend holding until at least FY 2023 (\$1.5M)
Wastewater	CWMP Phase 2 Contract 3 Pleasant Bay South				Hold until at least FY '23; increase to \$10m per BOS 1/26/21
WASTEWATER SUB-TOTAL				\$ -	
WATER					
Water	Hydration stations for outdoor recreational facilities	CPC - R10	\$ -		Project withdrawn from CPC consideration
Water	Acquisition of parcels adjacent to town wellfields	Retained Earnings	\$	175,000	Reimbursable via CCC DRI Mitigation Funds
Water	New Source Exploration (Planning 2021/Development 2023)	Retained Earnings	\$	250,000	
Water	Route 28 Water Main Replacement Design [Construction FY 2023 (bond)]	Retained Earnings	\$	500,000	Design increased from \$100,000 to \$500,000 per WS
Water	Station 8 Generator	Retained Earnings	\$	50,000	
WATER SUB-TOTAL				\$ 975,000	
SUBTOTALS OF CAPITAL REQUESTS				\$ 7,325,346	
Non-Town/Private CPC Applications					
Community Development Partnership (CDP)	Lower Cape Community Housing Institute	CPC - CH5	\$	7,500	
Cape & Islands Veterans Outreach Ctr	Veterans Home (to be located in Dennis, MA)	CPC - CH6	\$	20,000	
Harwich Conservation Trust (HCT)	Harwich Natural Heritage Trail Project (Phase 1)	CPC - R9	\$	150,000	
Other/Private	TOTAL CPC Requests		\$	177,500	
GRAND TOTALS (Including Other/Private CPC Listed below)				\$ 7,502,846	

ANTICIPATED FUNDING SOURCES

	<u>Source</u>	<u>Amount</u>	<u>Present balances</u>
1 = Matches Gov. Baker's apportionment for FY 2022	Chapter 90 Funds	\$ 678,322	\$678,322
	Community Preservation Comm.	\$ 2,162,566	
	Debt Exclusions (proposed)	\$ 1,838,000	
4 = Certified for FY 2020	Free Cash	\$ 1,349,704	\$3,915,365
	Potential Grants	\$ 400,000	
6 = Reconciled as of 12/31/2020	Public Education & Gov't Grant	\$ 99,254	\$1,103,951
7 = Certified in FY 2020	Retained Earnings	\$ 975,000	\$1,429,733
		\$ 7,502,846	\$7,127,371

FULL CAPITAL OUTLAY PLAN FOR FISCAL YEARS 2022 THROUGH 2026

Department	Project	Funding Source	BOS/CPC Approved	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	NOTES
ADMINISTRATION									
Admin	Harwich Center ADA Sidewalk Project	FC		\$ 50,000					
Admin	Harwich Center ADA Sidewalk Pro. ADA/CDBG Grant (\$1 Million)	Grant			\$ 1,000,000				No activity underway to acquire grant
Admin	Walkway Design & Construction Rte 28 SAQ to Harwichport	FC		\$ 200,000					Rescinded original allocation of \$250K for FY 2021 balance
Admin	Walkway Design & Construction Rte 28 Project - Supplemental Funding	Grant		\$ 400,000					CCC TIP Project Eligible
Admin	Green/Fuel Efficient Fleet Replacement Schedule (Need Revisions)				\$ 30,000	\$ 32,000	\$ 35,000	\$ 35,000	\$30,000 eliminated in FY'22
Admin	Walkway Reconstruction Bank Street Harwich Center to Rte 28				\$ 450,000				
Brooks Academy Museum Comm. (BAMC)	Brooks Academy Structural Improvements Project	CPC - HP4		\$ 1,150,000					Revised amount per CPC
Real Estate & Open Space (REOS) Committee	Hinckleys Pond Watershed Preservation Project	CPC - OS8		\$ 360,000					
Bikeways Committee	Bikeways crossing lights at Depot Road South project	CPC - R11		\$ 15,000					
Bikeways Committee	Old Colony Rail Trail Harwich/Chatham Town Border marker project	CPC - R12		\$ 1,000					
ADMIN SUB-TOTAL				\$ -	\$ 2,176,000	\$ 1,480,000	\$ 32,000	\$ 35,000	\$ 35,000
AFFORDABLE HOUSING TRUST (AHT)									
AHT	AHT Funding for Housing and Part Time Coordinator (\$50K PT) [CH7]	CPC Housing		\$ 50,000					
AHT SUB-TOTAL				\$ -	\$ 50,000				
CEMETERY									
Cemetery Department	East Harwich Methodist Cemetery Gravestone Project	CPC Historic		\$ 112,000					Revised amount per CPC
Cemetery Department	Restoration of fence posts & rails at East Harwich Methodist Cemetery	CPC - HP2							Deferred by CPC; insufficient funds available (\$135,025)
Cemetery Department	Flag Poles project at Veterans Memorial Circle at Evergreen Cemetery	CPC - HP3		\$ 48,385					Revised amount per CPC
Cemetery	Island Pond Arboretum Implementation of Master Plan (Construction)	Grant				\$ 43,000	\$ 100,000		COC voted 4-1 to move both items to FY '23
Cemetery	Island Pond Arboretum Master Plan (Study)	Grant							\$100k for construction; \$43k for master plan
Cemetery SUB-TOTAL				\$ 160,385	\$ 43,000	\$ -	\$ 100,000	\$ -	
CHANNEL 18									
Channel 18	Main Control (playback, servers)							\$ 17,650	
Channel 18	Field Production Equipment					\$ 4,388		\$ 4,388	
Channel 18	Edit Computers							\$ 2,859	
Channel 18	Production Studio: Cameras/Lighting	PEG Grant		\$ 32,784					
Channel 18	Meeting Rooms (5 - various locations)	PEG Grant		\$ 66,470	\$ 66,470		\$ 47,863		
Channel 18 SUB-TOTAL				\$ 99,254	\$ 66,470	\$ 4,388	\$ 47,863	\$ 24,897	
COMMUNITY CENTER									
COMMUNITY CENTER SUB-TOTAL				\$ -					
CONSERVATION									
Conservation	Harwich Artificial Reef (Additional Project)	GRANT							Will seek grant when sufficient material is available (\$250K)
CONSERVATION SUB-TOTAL				\$ -	\$ -	\$ -	\$ -	\$ -	
ENGINEERING									
Engineering	MS4 Municipal Surface Drainage Plan and Improvements [Per Permit]	FC		\$ 200,000	\$ 100,000	\$ 40,000	\$ 40,000	\$ 100,000	
ENGINEERING SUB-TOTAL				\$ 200,000	\$ 100,000	\$ 40,000	\$ 40,000	\$ 100,000	
FACILITY MAINTENANCE									
Facility Main.-DPW	Brooks Library Roof	FC		\$ 148,500					
Facility Main.-DPW	Implement Facilities Wide ADA Compliance Plan Improvements	FC			\$ 86,840				Deferred to FY'23 (\$11,605) as Priority 2 requirements
Facility Main.-DPW	Implement Facilities Wide ADA Compliance Plan Improvements (MOD Grant)	GRANT			\$ 350,000				Deferred until Town can secure grant funding
Facility Main.-DPW	5 Bells Neck Roof Repair			\$ 50,000					Increased to \$50k per TA; seeking sale proposals in Spring '21
Facility Main.-DPW	Cultural Center Systems Generator				\$ 70,000				Deferred to FY'23 pending discussion later in 2021 on reuse
Facility Main.-DPW	Cultural Center - Boiler Replacement				\$ 160,000				Deferred to FY'23 pending discussion later in 2021 on reuse
Facility Main.-DPW	Remove and Replace Privacy Fence	FC			\$ 55,000				Deferred to FY'23
Facility Main.-DPW	Cultural Center - Window Replacement Sash Windows that Failed						\$ 200,000	\$ 200,000	
Facility Main.-DPW	Community Center Roof Replacement					\$ 240,000	\$ -	\$ -	
Facility Main.-DPW	Community Center Boiler Replacement						\$ 120,000	\$ -	
Facility Main.-DPW	Community Center Systems Generator						\$ 115,000	\$ -	
Facility Main.-DPW	DPW Facilities and Mechanic Shop							\$ 1,200,000	
FACILITY MAINTENANCE SUB-TOTAL				\$ 198,500	\$ 721,840	\$ 240,000	\$ 435,000	\$ 1,400,000	

FULL CAPITAL OUTLAY PLAN FOR FISCAL YEARS 2022 THROUGH 2026

Department	Project	Funding Source	BOS/CPC Approved	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	NOTES
FIRE									
Fire	Phased Police and Fire Radio System	FC		\$ 223,204					Fire Dept pursuing FY 22 grant for \$450,000
Fire	Air Pack Replacement Program - (Town Funded Portion)	FC							Full grant amount in FY'21 negates need
Fire	Ambulance Replacement Program				\$ 386,636	\$ 405,969	\$ -		
Fire	Air Pack Replacement Program - (Town Funded Portion)				\$ -				
Fire	Air Pack Replacement Program - (Federal/State Grant Funded Portion)								
Fire	Staff Car								
Fire	Pumper and Ladder Request converted to Pumper/Ladder called Quint	DE		\$ 1,138,000					Increased by \$138,000 due to delay in purchase
FIRE SUB-TOTAL				\$ 1,361,204	\$ 386,636	\$ 405,969	\$ -	\$ -	
GOLF									
Golf	Tree Work Front 9 (Final year of 6 Year Project)								
Golf	Design and Feasibility of 3 hole Practice and Putting Course								
Golf	Renovate Cart Path (Following Mungeam Plan) Hole 10 FY21 & Hole 1 FY 22								
Golf	Various Mowing Equipment per Lease				\$ 87,050	\$ 87,050	\$ 87,050		Golf Committee revising their capital plan and presently focusing on building up balances.
Golf	Improvements to Nets at Driving Range (Back FY 22 & Main FY 23)				\$ 34,800				
Golf	New Tee Box Improvements - Mungeam Plan (Two Year Project)				\$ -		\$ 149,000	\$ 149,000	
Golf	Golf Course Irrigation Update				\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	
GOLF SUB-TOTAL				\$ -	\$ 196,850	\$ 162,050	\$ 311,050	\$ 224,000	
HARBORMASTER									
Harbormaster	Allen Harbor Jetty Reconstruction (Construction)						\$ 2,000,000		Voted 3-2 to push to FY '2025 (\$2M)
Harbormaster	Round Cove Bulkhead Replacement (Study, Design and Construction)				\$ 42,000	\$ 42,000			
Harbormaster	Herring River Ramp Replacement (Study, Design and Construction)					\$ 21,000	\$ 210,000		
Harbormaster	SAQ Harbor North & East Bulkhead (Offloading Area) Reconstruction						\$ 157,500		
Harbormaster	Harbormaster Truck Replacement						\$ 42,000		
HARBORMASTER SUB-TOTAL				\$ -	\$ 42,000	\$ 63,000	\$ 2,409,500	\$ -	
LIBRARY									
Library	Library Interior Modifications/Renovations					\$ 40,000	\$ 150,000		Trustees voted to move to FY '24 (\$40,000)
LIBRARY SUB-TOTAL				\$ -	\$ -	\$ 40,000	\$ 150,000	\$ -	
NATURAL RESOURCES									
PLANNING									
PLANNING SUB-TOTAL									
POLICE									
Police	Digital Fingerprint Machine (Normal Replacement)	FC		\$ 18,000					Under \$50,000
Police	Taser Replacement (5 year Program - 3 of 3 years to Pay)				\$ -	\$ 37,000	\$ 15,000	\$ 15,000	
Police	Replacement of Bullet Resistant Vests (Town Portion (Project 60%))				\$ 24,000	\$ -	\$ -	\$ -	
Police	Replacement of Bullet Resistant Vests (Federal 40% State ? Has been 40%)				\$ 16,000	\$ -	\$ -	\$ -	
Police	Ballistic Helmets				\$ -	\$ -	\$ -	\$ 20,000	
Police	Electronic Sign Board					\$ 24,000			
POLICE SUB-TOTAL				\$ 18,000	\$ 40,000	\$ 61,000	\$ 15,000	\$ 35,000	
PUBLIC WORKS									
Public Works	5 Year Road Maintenance Plan (Traditionally funded by DE & Chapter 90)	DE		\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	
	Harwich portion of State Gas Tax Allocation	Ch. 90		\$ 678,322	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	Matches Gov. Baker's apportionment for FY 2022
Public Works	Route 39/Pleasant Bay Road Roundabout (If Needed)								Voted 5-0 to remove from plan (\$600k)
Public Works	West Harwich Route 28 Design(\$125K in FY 20 & Construction via Fed Funds)					\$ 50,000			Design questions for FY 2023
Public Works	West Harwich Route 28 Design(Construction via Fed Funds)					\$ 5,600,000			
Public Works	6 Wheel Dump Truck #7	FC		\$ 175,000					Deferred from FY 2021
Public Works	Ford E-250 Van #28	FC		\$ 35,000					Deferred from FY 2021
Public Works	Volvo	FC		\$ 200,000					
Public Works	Ford F-150 Pick Up	FC		\$ 50,000					
Public Works	Vehicle Listing (FY 22 to 26) Summary				\$ 320,000	\$ 315,000	\$ 320,000	\$ 355,000	Volvo Loader \$200k and Ford F-150 (\$50k)
PUBLIC WORKS SUB-TOTAL				\$ 1,838,322	\$ 1,720,000	\$ 7,365,000	\$ 1,720,000	\$ 1,755,000	
RECREATION & YOUTH									
Recreation Department	Brooks Park Lighting Project, Phase 5, Part 2	CPC - R13		\$ 125,000					
Recreation Department	Sand Pond Revitalization Project, Phase 2	CPC - R14		\$ 83,500					
Recreation Department	Senior Memorial Field fencing project	CPC - R15		\$ 40,181					
Recreation Department	Whitehouse Field Lighting project, Phase 2	CPC - R16							
Recreation Department	Cahoon Road Beach Restroom					\$ 125,000			Withdrawn; funded by Harwich Mariners (\$100K)
RECREATION AND YOUTH SUB-TOTAL				\$ 248,681	\$ -	\$ 125,000	\$ -	\$ -	
TOWN CLERK									
Town Clerk	Voting Machines - Updates & Enhancements			\$ -	\$ 32,500				
TOWN CLERK SUB-TOTAL				\$ -	\$ 32,500	\$ -	\$ -	\$ -	

FULL CAPITAL OUTLAY PLAN FOR FISCAL YEARS 2022 THROUGH 2026

Department	Project	Funding Source	BOS/CPC Approved	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	NOTES
WASTEWATER									
Wastewater	Evaluate Phosphorus issues in Seymour Pond & Restoration				\$ 75,000		\$ 350,000		
Wastewater	DHY Community Partnership - CWMP Revisions								
Wastewater	DHY - CWMP Revisions Phase 3 Harwich Share of Treatment				\$ 17,400,000				Hold until at least FY 2023 - per BOS @ 1/26/21 mtg (\$1.5M)
Wastewater	DHY - CWMP Phase 1 Sewers (planning, engineering and legal costs)					\$ 11,200,000			Recommend holding until at least FY 2023 (\$1.5M)
Wastewater	CWMP Phase 2 Contract 3 Pleasant Bay South								Hold until at least FY '23; increase to \$10m per BOS 1/26/21
WASTEWATER SUB-TOTAL				\$ -	\$ 17,475,000	\$ 11,200,000	\$ 350,000	\$ -	
WATER									
Water	Hydration stations for outdoor recreational facilities	CPC - R10	\$ -						Project withdrawn from CPC consideration
Water	Acquisition of parcels adjacent to town wellfields	Retained Earnings		\$ 175,000					Reimbursable via CCC DRI Mitigation Funds
Water	New Source Exploration (Planning 2021/Development 2023)	Retained Earnings		\$ 250,000					
Water	Route 28 Water Main Replacement Design [Construction FY 2023 (bond)]	Retained Earnings		\$ 500,000	\$ 7,500,000				Design increased from \$100,000 to \$500,000 per WS
Water	Station 8 Generator	Retained Earnings		\$ 50,000					
WATER SUB-TOTAL				\$ 975,000	\$ 7,500,000	\$ -	\$ -	\$ -	
TOTALS OF CAPITAL REQUESTS				\$ 7,325,346	\$ 29,729,796	\$ 19,675,407	\$ 3,203,913	\$ 3,573,897	

Budget/Warrant Timeline for 2021 Annual Town Meeting (FY 2022)

DATE	DELIVERABLE	GOVERNANCE	TARGET DATE
Monday, October 5, 2020	BOS issues general policy statement on FY '22 budget development (on or before)	Charter, §9-2-2	Monday, October 5, 2020
Thursday, October 1, 2020	ITA presents current financial assessment (on or before)	Charter, §9-2-1	Monday, October 5, 2020
Monday, October 26, 2020	Joint meeting with Cape Cod Tech, Capital Outlay Committee, Finance Committee, Monomoy Regional School District and Board of Selectmen		Monday, October 26, 2020
Tuesday, October 27, 2020	Capital Outlay Committee presents capital plan to ITA		Tuesday, October 27, 2020
Tuesday, October 27, 2020	ITA presents operating budget development instructions to department heads		Tuesday, October 27, 2020
Friday, October 30, 2020	Community Preservation Act (CPA) project applications due by 4:00pm	CPC Policy	Friday, October 30, 2020
Monday, November 2, 2020	Board of Selectmen reviews capital outlay plan and sets priorities		Monday, November 2, 2020
Thursday, December 3, 2020	Finance Committee publishes notice of hearing on capital outlay plan in newspaper	Charter, §9-7-1	Thursday, December 3, 2020
Friday, December 4, 2020	Department heads submit budget requests to ITA (on or before)	Charter, §9-2-3	Friday, December 4, 2020
Friday, December 4, 2020	Department heads submit article requests to ITA (on or before)		Friday, December 4, 2020
Wednesday, December 30, 2020	Supplemental documents for CPA project applications due by 4:00pm	CPC Policy	Wednesday, December 30, 2020
Monday, December 14, 2020	ITA and Capital Outlay Committee present plan to joint BOS/FinCom meeting	Charter, §9-6-3	Thursday, December 31, 2020
Monday, January 11, 2021	Presentation of draft Monomoy Regional School District budget		Monday, January 25, 2021
Monday, January 11, 2021	Presentation of draft Cape Cod Regional Technical High School budget		Monday, February 1, 2021
Tuesday, January 19, 2021	Final review of Capital Outlay Budget for FY 2022 and Plan through FY 2028		Tuesday, January 19, 2021
Friday, January 29, 2021	Bid specifications for related articles must be submitted to Administration by 12:00pm		Friday, January 29, 2021
Monday, February 8, 2021	ITA submits comprehensive budget and budget message to BOS (on or before)	Charter, §9-2-4	Monday, February 8, 2021

Budget/Warrant Timeline for 2021 Annual Town Meeting (FY 2022)

Friday, February 12, 2021	Final form of articles submitted to Board of Selectmen no later than noon on date shown	Code, § 271-1A	Friday, February 12, 2021
Monday, February 22, 2021	BOS shall submit budget to the Finance Committee	Charter, §9-3-2	Monday, February 22, 2021
Friday, February 26, 2021	Board of Selectmen submits articles to Finance Committee not later than 14 days after deadline for submission	Code, § 271-1B	Friday, February 26, 2021
Friday, February 26, 2021	Board of Selectmen submits articles proposing changes to bylaws or charter to Bylaw/Charter Review Committee not later than 14 days after deadline for submission	Code, § 271-1B	Friday, February 26, 2021
Saturday, February 27, 2021	Joint hearing between Board of Selectmen & Finance Committee on budget	Charter, §9-3-3	Saturday, February 27, 2021
Monday, March 8, 2021	Monomoy Regional School District to submit final line item budget to BOS/FinCom		Friday, March 12, 2021
Monday, March 15, 2021	Board of Selectmen votes to establish Special Town Meeting on 5/3/2021 (if necessary)		Monday, March 15, 2021
Monday, March 22, 2021	Board of Selectmen to close and sign Warrant for Special Town Meeting (if necessary)		Monday, March 22, 2021
Monday, March 29, 2021	Board of Selectmen to close and sign Warrants for Town Meeting and Town Election		Monday, March 29, 2021
Monday, March 22, 2021	Finance Committee submits written recommendations on budget/articles	Charter, §9-3-3	Wednesday, March 31, 2021
Tuesday, March 30, 2021	Send warrants to Cape Cod Chronicle and printer		Tuesday, March 30, 2021
Monday, April 19, 2021	Publish warrant in newspaper and every precinct (no later than 14 days before ATM)	Charter, §2-2-1	Thursday, April 15, 2021
Monday, May 3, 2021	2021 Annual Town Meeting (Fiscal Year 2022)	Charter, §2-3-1	

Annual Town Meeting – Monday, May 3, 2021

Annual Town Election – Tuesday, May 18, 2021

Special Town Meeting – Monday, May 3, 2021 (if necessary)

= Further discussion needed



TOWN OF HARWICH
OFFICE OF THE TREASURER/COLLECTOR

732 MAIN STREET, HARWICH, MA 02645 TEL: 508-430-7501 FAX: 508-430-7504
Amy Bullock, Treasurer / Collector Nancy Knepper, Assistant Treasurer/Collector

To: Joseph Powers

Cc: Meggan Eldredge

From: Amy Bullock, Treasurer/Collector

Date: September 15, 2022

Re: Land of low value auction

Joe,

I have been in contact with Sullivan & Sullivan Auctioneers regarding the land of low value auction. They are very experienced and have a long history of municipal auctions. I have included an example of an auction advertisement. You can also visit their website for more information.

We have a tentative auction date of October 26, 2022. While auctions are typically done on location, due to the fact that the low value parcels are landlocked, Maryanne Sullivan has suggested we utilize their "mobile auction hall" and hold it here at Town Hall in the parking lot.

Currently there are the 12 land of low value parcels. I would like to include 3 additional parcels the Town has foreclosed on. These parcels all have street frontage and I believe they would be a good draw to the auction. Information on the 3 is included with this memo.

Respectfully,

Amy Bullock



**TOWN OF HARWICH
 LAND AUCTION**

WEDNESDAY, OCTOBER 26 AT 12 PM

**CONDUCTED OUTDOORS AT TOWN HALL
 732 MAIN STREET**

★★ ON THE AUCTION BLOCK: ★★

Parcel ID	Street	Lot Size
24-C3	Gorham Rd	4792± SF
31-C3	Sisson Rd	32,670± SF
31-C5	Forest St	2.6± Acres
31-C7	Bank St	20,473± SF
31-P4	Bank St	1.3+ Acres
31-P11	Bank St	2.8± Acres
32-B5	Bank St	25,265± SF
32-B6	Bank St	20,909± SF
32-B7	Bank St	2.5± Acres
34-E5A	Chatham Rd	31,363± SF
34-E5B	Chatham Rd	1± Acre
57-E3	Queen Anne Rd	18,295± SF

*** Inventory subject to change ***

TERMS: \$1,000 Deposit; balance due in 30 days.
 7% Buyer's Premium. In order to register & bid, you must
 be present with the indicated deposit in the form of a
 BANK CHECK PAYABLE TO "TOWN OF HARWICH".

Sullivan-Auctioneers.com • 617-350-7700



Dear Prospective Bidder:

*Sullivan & Sullivan Auctioneers has been contracted with the Town of Harwich to sell tax title properties by way of Public Auction on Wednesday, October 26 at 12:00 PM! Our Auction will be held in the back parking lot of the Harwich Town Hall, **732 Main St, Harwich, MA.***

The Town of Harwich is selling 12 lots at Public Auction to the highest bidders subject to confirmation by the Town. The Town has set low minimum bids with the expectation that everything will sell!

The lots are owned by the Town of Harwich due to non-payment of taxes. The high bidders will not be responsible for paying any back taxes on the property.

This Property Information Package contains essential auction information and property highlights to help assist potential bidders in your evaluation of the properties. Please remember, you are buying the properties "as is". The information we are supplying is for informational purposes only. We don't warrant the information or guarantee the accuracy.

All winning bidders will be required to sign Memorandums of Sale immediately following the auction.

Good luck at the auction!

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Sullivan', written in a cursive style.

Sullivan & Sullivan Auction Team

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▪ Gorham Rd (24-C3) (4,792± sf lot)	8
▪ Sisson Rd (31-C3) (32,670± sf lot)	10
▪ Forest St (31-C5) (2.6± acres)	12
▪ Bank St (31-C7) (20,473± sf lot)	14
▪ Bank St (31-P4) (1.3± acres)	16
▪ Bank St (31-P11) (2.8± acres)	18
▪ Bank St (32-B5) (25,265± sf lot)	20
▪ Bank St (32-B6) (20,909± sf lot)	22
▪ Bank St (32-B7) (2.5± acres)	24
▪ Chatham Rd (34-E5A) (31,363± sf lot)	26
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Disclaimer & Additional Info

DISCLAIMER:

All information contained within this package was derived from sources believed to be reliable. Information contained on the website, this information package or auction flyers does not constitute a representation, warranty or guarantee of any kind by the Auctioneer and/or the Seller and/or their Attorneys, Agents or Employees of the exactness, accuracy or completeness of any information herein. The Auctioneer and/or the Seller and/or their Attorneys, Agents or Employees expressly disclaim any responsibility or accountability thereof. The Auctioneer and/or the Mortgagee and/or their Attorneys, Agents or Employees shall have no liability whatsoever for any loss, cost or damage arising there from. Prospective buyers should rely solely on their own due diligence, inspection, consciousness and judgment. Announcements made on the auction block shall take precedence and supersede any previously printed material or any other oral statements made by any of the previously mentioned parties herein. Prospective bidders are encouraged to evaluate & perform their own due diligence. Bidders must rely on their own research & judgment.

Auctioneer reserves the right to group, delete, withdraw, to sell out of scheduled sequence, and to accept or reject any or all bids. Bidding increments shall be at the discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw any property at any time.

MEMORANDUM OF SALE (PURCHASE & SALE AGREEMENT):

A sample copy of the memorandum of sale (P&S agreement) is included for your review prior to the auction. At the auction, the final copy will be provided to all qualified bidders. This will be signed by the successful high bidder upon confirmation of sale.

Valuable Info & Terms of Sale

AUCTION DATE: Wednesday – October 26, 2022 AT 12:00 pm
Registration will begin at 10:30 am

NEW AUCTION LOCATION: Harwich Town Hall – Outdoors in Back Parking Lot
732 Main Street – Harwich MA

TYPE OF SALE: **Town of Harwich - Tax Possession Auction**
The properties are being sold and delivered to the BUYER in an "AS IS" condition without any representations or warranty of any kind or nature.

SELLER: Town of Harwich, MA

AUCTION TERMS OF SALE:


Registering to Bid:

In order to qualify as a bidder and bid at auction one must be present with a deposit check of \$1,000. The deposit must be in the form of certified check, money order or bank check. NO PERSONAL CHECKS WILL BE ACCEPTED. A 7% Buyer's Premium will be added to the winning bid price and the calculated total will be the total sale price. Terms & Conditions for the auction are very detailed and specific. Complete terms of the auction can be downloaded from our website – Sullivan-Auctioneers.com.

***** YOU WILL NEED A SEPARATE CHECK FOR EACH PROPERTY YOU WISH TO BID ON & PURCHASE*****

Sample check below: PLEASE MAKE CHECKS PAYABLE TO *Town of Harwich, MA.*

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM.

National Bank
Of Wherever 

October 26, 2022

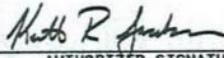
Check # 000000xxxx

PAY ONE THOUSAND DOLLARS AND NO CENTS

CHECK AMOUNT
***** \$1,000.00

TO THE ORDER OF

Town of Harwich, MA


AUTHORIZED SIGNATURE

⑈ 00012345 ⑈ ⑆ 00012345 00 ⑆ ⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

Valuable Info & Terms of Sale

Winning Bidders:

Winning bidders will be required to sign documentation following the auction. Terms & Conditions for the auction are very detailed and specific. Complete terms & conditions of the auction can be downloaded from our website: Sullivan-Auctioneers.com. Please be sure to read them in the entirety. You will have an opportunity to ask questions prior to the auction on October 26th. We encourage all bidders to perform their own due diligence prior to attending and bidding at the auction.

All properties will be sold "as is". We make no representations, warranties, or guarantees as to the accuracy of the information provided and urge all bidders to rely entirely on their own inspection and investigation of the premises. Other terms, to be announced at the sale. All sales are subject to confirmation by the Seller.

Auctioneer's Note:

Announcements made on the auction block will take precedence over any previously written or published content. Bidding increments shall be at the discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the bidding and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw the auction at any time.

Documents Included in This Package:

- CUSTODIAN'S NOTICE OF SALE
- AUCTION TERMS & CONDITIONS

The terms & conditions of the auction are also included for your review.

Buyer's Premium:

There will be a Buyer's Premium of 7% added to the high bid of each property. The high bid amount plus a 7% Buyer's Premium shall constitute the Total Sale Price.

The Total Sale Price is the total due from the buyer and is the amount that will be represented on the Purchase & Sale Agreement.

DETAILED PROPERTY INFORMATION

- MAP IMAGES
- PROPERTY CARDS

GORHAM ROAD

Parcel ID: 24-C3
Assessed Value: \$1,300
Deposit: \$1,000



4,792± SF Lot

**Located rear of #163 & #165
Gorham Rd**

Key: 11934

Town of HARWICH - Fiscal Year 2022

12/7/2021 1:00 pm SEQ #: 10.227

LEGAL

CURRENT OWNER				PARCEL ID				LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD	
OWNERS UNKNOWN				24-C3-0				0 GORHAM RD				1320	100	UNDEV LAND					1 of 1	
GORHAM ROAD				TRANSFER HISTORY		DOS	T	SALE PRICE		BK-PG (Cert)		PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
HARWICH, MA 02645				OWNERS UNKNOWN			N			1 N/A-N/A										

LAND

CD	T	AC/SF/UN	Ngh	Inf1	Inf2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE
300	A	0.110 6	1.00	1	1.00	100	1.00	50	0.50	5	1.40	1,270

TOTAL	4,792 SF	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 6	NOTE	UNBUILDABLE		LAND	1,300	1,000
Inf1	NONE		BUILDING	0	0		
Inf2	FACTOR 100		DETACHED	0	0		
			OTHER	0	0		
			TOTAL		1,300	1,000	

DETACHED

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

BUILDING

BUILDING	CD	ADJ	DESC	MEASURE
MODEL				LIST
STYLE				REVIEW
QUALITY				
FRAME				

YEAR BLT	NET AREA	\$NLA(RCN)	SIZE ADJ	DETAIL ADJ	OVERALL	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	CONDITION ELEM	CD

EFF. YR/AGE	
COND	
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ECON	
DEPR	% GD
RCNLD	

SISSON ROAD

Parcel ID: 31-C3
Assessed Value: \$1,200
Deposit: \$1,000



32,670± SF Lot

Behind #191 Forest St

Key: 3565

Town of HARWICH - Fiscal Year 2022

12/7/2021 1:00 pm SEQ #: 3,052

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CURRENT OWNER				PARCEL ID				LOCATION			
OWNERS UNKNOWN				31-C3-0				0 SISSON RD			
SISSON ROAD				TRANSFER HISTORY				DOS	T	SALE PRICE	BK-PG (Cert)
HARWICH, MA 02645				OWNERS UNKNOWN					N	1	N/A-N/A

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
1320	100	UNDEV LAND					1 of 1
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %

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CD	T	AC/SF/UN	Ngh	Infl1	Infl2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE
350	A	0.750 6	1.00 1	1.00 100	1.00 100	1,530	1.00 100	1.00 TWP	1.00			1,150

TOTAL	32,670 SF	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 6	NOTE	SWAMP AREA		LAND	1,200	1,000
Infl1	NONE		BUILDING	0	0		
Infl2	FACTOR 100		DETACHED	0	0		
			OTHER	0	0		
			TOTAL			1,200	1,000

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TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

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BUILDING	CD	ADJ	DESC	MEASURE
MODEL				
STYLE				LIST
QUALITY				REVIEW
FRAME				

YEAR BLT	NET AREA	SNLA(RCN)	SIZE ADJ	DETAIL ADJ	OVERALL	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	
																		CONDITION ELEM	CD
																		EFF. YR/AGE	
																		COND	
																		FUNC	
																		ECON	
																		DEPR	% GD
																		RCNLD	

FOREST STREET

Parcel ID: 31-C5
Assessed Value: \$4,000
Deposit: \$1,000

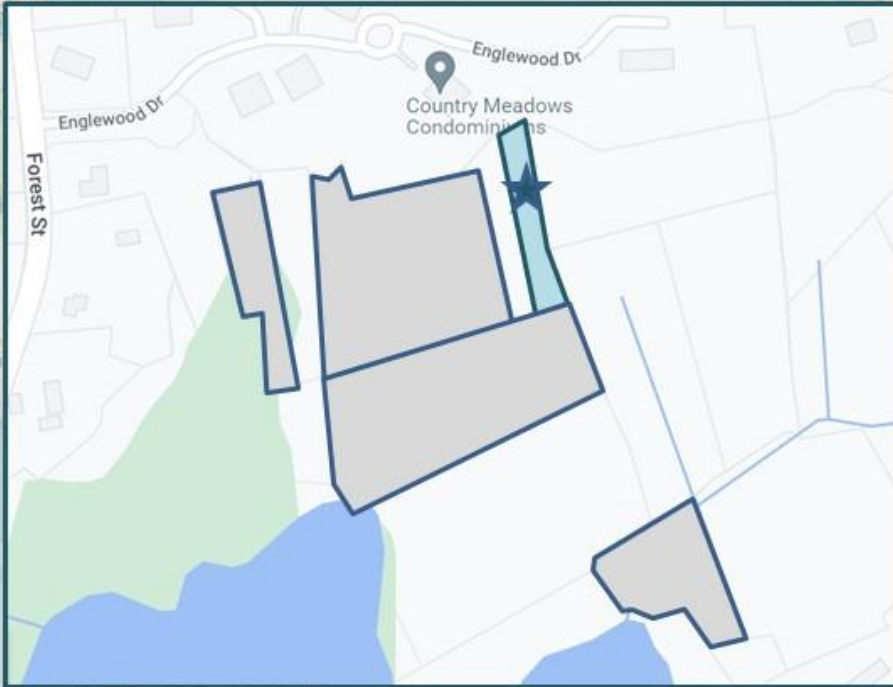


2.6± Acres

**Behind Country Meadows
Condominium**

BANK STREET

Parcel ID: 31-C7
Assessed Value: \$700
Deposit: \$1,000



20,473± SF Lot

**Behind Country Meadows
Condominium**

Key: 3568

Town of HARWICH - Fiscal Year 2022

12/7/2021 1:00 pm SEQ #: 3,055

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CURRENT OWNER				PARCEL ID				LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD			
OWNERS UNKNOWN				31-C7-0				0 BANK ST				1320	100	UNDEV LAND					1 of 1			
BANK STREET				TRANSFER HISTORY				DOS	T	SALE PRICE	BK-PG (Cert)		PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%	
HARWICH, MA 02645				OWNERS UNKNOWN					N		1 N/A-N/A											

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CD	T	AC/SF/UN	Ngh	Infl1	Infl2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE
350	A	0.470 6	1.00 1	1.00 100	1.00 100	1,530	1.00 100	1.00 TWP	1.00			720

TOTAL	20,473 SF	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 6	NOTE MARSH AREA			LAND	700	700
Infl1	NONE				BUILDING	0	0
Infl2	FACTOR 100				DETACHED	0	0
					OTHER	0	0
				TOTAL	700	700	

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TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

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BUILDING	CD	ADJ	DESC	MEASURE
MODEL				LIST
STYLE				REVIEW
QUALITY				
FRAME				

BLDG COMMENTS

YEAR BLT	SIZE ADJ	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	
NET AREA	DETAIL ADJ													CONDITION ELEM	CD
\$NLA(RCN)	OVERALL														
CAPACITY		UNITS	ADJ												
														EFF.YR/AGE	
														COND	
														FUNC	
														ECON	
														DEPR	% GD
														RCNLD	

BANK STREET

Parcel ID: 31-P4
Assessed Value: \$2,000
Deposit: \$1,000



1.3± Acres

Lot abutting Grassy Pond

Key: 3587

Town of HARWICH - Fiscal Year 2022

12/7/2021 1:00 pm SEQ #: 3,069

LAND

CURRENT OWNER				PARCEL ID				LOCATION			
OWNERS UNKNOWN BANK STREET HARWICH, MA 02645				31-P4-0				0 BANK ST			
TRANSFER HISTORY				DOS	T	SALE PRICE	BK-PG (Cert)				
OWNERS UNKNOWN					N		1 N/A-N/A				

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
1320	100	UNDEV LAND					1 of 1
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %

LAND

CD	T	AC/SF/UN	Ngh	Infl1	Infl2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE
350	A	1.300 6	1.00 1	1.00 100	1.00 100	1,530	1.00 100	1.00 TWP	1.00			1,990

TOTAL	1.300 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 6	NOTE MARSH AREA			LAND	2,000	1,800
Infl1	NONE		BUILDING	0	0		
Infl2	FACTOR 100		DETACHED	0	0		
			OTHER	0	0		
			TOTAL	2,000	1,800		

DETACHED

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

BUILDING

BUILDING	CD	ADJ	DESC	MEASURE	LIST	REVIEW	BLDG COMMENTS
MODEL							
STYLE							
QUALITY							
FRAME							

YEAR BLT	NET AREA	SNLA(RCN)	CAPACITY	UNITS	ADJ	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	CONDITION ELEM	CD

EFF.YR/AGE	% GD
COND	
FUNC	
ECON	
DEPR	
RCNLD	

BANK STREET

Parcel ID: 31-P11
Assessed Value: \$4,300
Deposit: \$1,000



2.8± Acres

Lot abutting Grassy Pond

Key: 3593

Town of HARWICH - Fiscal Year 2022

12/7/2021 1:00 pm SEQ #: 3,074

LAND

CURRENT OWNER				PARCEL ID				LOCATION				
OWNERS UNKNOWN UNKNOWN HARWICH, MA 02645				31-P11-0				0 BANK ST				
TRANSFER HISTORY				DOS	T	SALE PRICE	BK-PG (Cert)					
OWNERS UNKNOWN					N		1 74-236					

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
1320	100	UNDEV LAND					1 of 1
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %

LAND

CD	T	AC/SF/UN	Ngh	Infl1	Infl2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE
350	A	2.800 6	1.00 1	1.00 100	1.00	1,530	1.00 100	1.00 TWP	1.00			4,280

TOTAL	2.800 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 6	NOTE MARSH AREA			LAND	4,300	3,900
Infl1	NONE		BUILDING	0	0		
Infl2	FACTOR 100		DETACHED	0	0		
			OTHER	0	0		
			TOTAL		4,300	3,900	

DETACHED

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

BUILDING	CD	ADJ	DESC	MEASURE
MODEL				
STYLE				
QUALITY				
FRAME				
				LIST
				REVIEW

BLDG COMMENTS

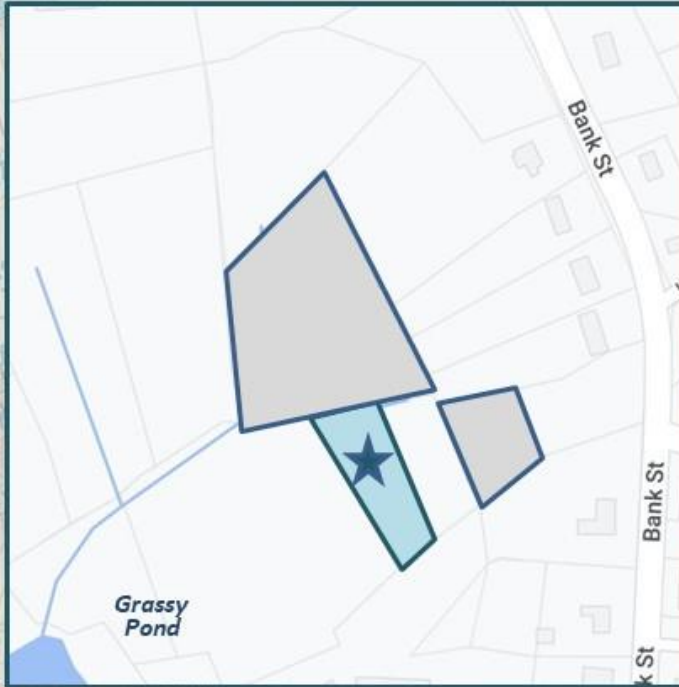
BUILDING

YEAR BLT	NET AREA	SNLA(RCN)	CAPACITY	UNITS	ADJ	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	CONDITION ELEM	CD

EFF_YR/AGE	
COND	
FUNC	
ECON	
DEPR	% GD
RCNLD	

BANK STREET

Parcel ID: 32-B5
Assessed Value: \$900
Deposit: \$1,000



25,265± SF Lot

Key: 3598

Town of HARWICH - Fiscal Year 2022

12/7/2021 1:00 pm SEQ #: 3,078

LAND

CURRENT OWNER				PARCEL ID				LOCATION				
OWNERS UNKNOWN				32-B5-0				0 BANK ST				
UNKNOWN				TRANSFER HISTORY				DOS	T	SALE PRICE	BK-PG (Cert)	
HARWICH, MA 02645				OWNERS UNKNOWN					N		1 N/A-N/A	

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
1320	100	UNDEV LAND					1 of 1
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %

LAND

CD	T	AC/SF/UN	Ngh	Infl1	Infl2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE
350	A	0.580 6	1.00 1	1.00 100	1.00	1,530	1.00 100	1.00 TWP	1.00			890

TOTAL	25,265 SF	ZONING	NGH 6	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 6	NOTE MARSH AREA	LAND	900	800			
Infl1	NONE		BUILDING	0	0			
Infl2	FACTOR 100		DETACHED	0	0			
			OTHER	0	0			
			TOTAL	900	800			

DETACHED

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

BUILDING	CD	ADJ	DESC	MEASURE
MODEL				LIST
STYLE				REVIEW
QUALITY				
FRAME				

BUILDING

YEAR BLT	SIZE ADJ	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN
NET AREA	DETAIL ADJ													CONDITION ELEM
\$NLA(RCN)	OVERALL													CD
CAPACITY		UNITS	ADJ											

EFF. YR/AGE	
COND	
FUNC	
ECON	
DEPR	% GD
RCNLD	

BANK STREET

Parcel ID: 32-B6
Assessed Value: \$700
Deposit: \$1,000

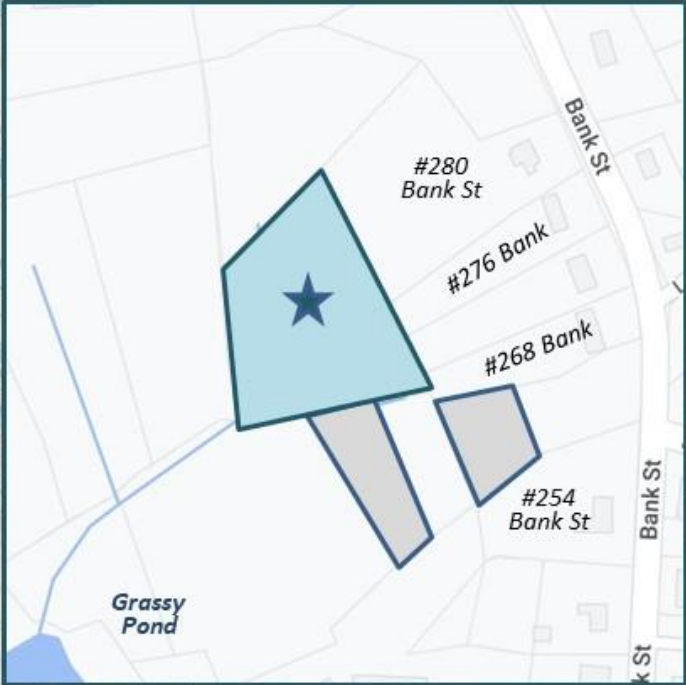


20,909± SF Lot

Lot between rear of #254 & #268 Bank St

BANK STREET

Parcel ID: 32-B7
Assessed Value: \$20,600
Deposit: \$1,000



2.5± Acres

**Lot to rear of #280 Bank St
(also abuts #268, #270, #276)**

Key: 3609

Town of HARWICH - Fiscal Year 2022

12/7/2021 1:00 pm SEQ #: 3,086

LEGALS

CURRENT OWNER		PARCEL ID	LOCATION	
OWNERS UNKNOWN UNKNOWN HARWICH, MA 02645		32-B7-0	0 BANK ST	
TRANSFER HISTORY		DOS	T	SALE PRICE
OWNERS UNKNOWN			N	1 N/A-N/A

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
1320	100	UNDEV LAND					1 of 1
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %

LAND

CD	T	AC/SF/UN	Ngh	Infl1	Infl2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE
300	A	2.500 6	1.00 1	1.00 100	1.00	8,250	1.00 50	0.50 2	1.00			20,630

TOTAL	2.500 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 6	NOTE			LAND	20,600	18,800
Infl1	NONE		BUILDING	0	0		
Infl2	FACTOR 100		DETACHED	0	0		
			OTHER	0	0		
			TOTAL		20,600	18,800	

DETACHED

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

BUILDING

BUILDING	CD	ADJ	DESC	MEASURE
MODEL				LIST
STYLE				REVIEW
QUALITY				
FRAME				

YEAR BLT	SIZE ADJ	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN
NET AREA	DETAIL ADJ													CONDITION ELEM
\$NLA(RCN)	OVERALL													CD
CAPACITY	UNITS													

EFF.YR/AGE	
COND	
FUNC	
ECON	
DEPR	% GD
RCNLD	

CHATHAM ROAD

Parcel ID: 34-E5A
Assessed Value: \$5,900
Deposit: \$1,000



31,363± SF Lot

**Lot Behind #12 & #14
Echo Woods Road**

CHATHAM ROAD

Parcel ID: 34-E5B
Assessed Value: \$8,300
Deposit: \$1,000



1± Acre Lot

Lot Behind #6, #8 & #10 Echo Woods Road & #228 Chatham Rd

Key: 20276

Town of HARWICH - Fiscal Year 2022

12/7/2021 1:00 pm SEQ #: 11,617

LEGALS

CURRENT OWNER			PARCEL ID			LOCATION		
OWNERS UNKNOWN UNKNOWN HARWICH, MA 02645			34-E5-B-0			0 CHATHAM RD		
TRANSFER HISTORY			DOS	T	SALE PRICE	BK-PG (Cert)		
OWNERS UNKNOWN				N		1 N/A-N/A		

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
1320	100	UNDEV LAND					1 of 1
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %

LAND

CD	T	AC/SF/UN	Ngh	Inf1	Inf2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE
300	A	1.010 6	1.00 1	1.00 100	1.00	8,250	1.00 50	0.50 2	1.00			8,330

TOTAL	1.010 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 6	NOTE			LAND	8,300	7,600
Inf1	NONE				BUILDING	0	0
Inf2	FACTOR 100				DETACHED	0	0
					OTHER	0	0
					TOTAL	8,300	7,600

DETACHED

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

BUILDING

BUILDING	CD	ADJ	DESC	MEASURE
MODEL				LIST
STYLE				REVIEW
QUALITY				
FRAME				

YEAR BLT	NET AREA	\$NLA(RCN)	SIZE ADJ	DETAIL ADJ	OVERALL	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	CONDITION ELEM	CD

EFF.YR/AGE	
COND	
FUNC	
ECON	
DEPR	% GD
RCNLD	

QUEEN ANNE ROAD

Parcel ID: 57-E3
Assessed Value: \$5,200
Deposit: \$1,000



18,295± SF Lot

**Lot along Route 6
Behind #7 & #8 King Henry Rd**

Key: 12066

Town of HARWICH - Fiscal Year 2022

12/7/2021 1:00 pm SEQ #: 10,322

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CURRENT OWNER				PARCEL ID				LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD			
OWNERS UNKNOWN				57-E3-0				0 QUEEN ANNE RD				1320	100	UNDEV LAND					1 of 1			
UNKNOW				TRANSFER HISTORY				DOS	T	SALE PRICE	BK-PG (Cert)		PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%	
HARWICH, MA 02645				OWNERS UNKNOWN					N		1 N/A-N/A											

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CD	T	AC/SF/UN	Ngh	Infl1	Infl2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE
300	A	0.420 3	1.00 1	1.00 100	1.00	12,375	1.00 100	1.00 1	0.75			5,200

TOTAL	18,295 SF	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 3	NOTE			LAND	5,200	4,700
Infl1	NONE				BUILDING	0	0
Infl2	FACTOR 100				DETACHED	0	0
					OTHER	0	0
					TOTAL	5,200	4,700

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TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

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BUILDING	CD	ADJ	DESC	MEASURE	BLDG COMMENTS
MODEL					
STYLE				LIST	
QUALITY				REVIEW	
FRAME					

YEAR BLT	NET AREA	\$NLA(RCN)	SIZE ADJ	DETAIL ADJ	OVERALL	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	CONDITION ELEM	CD
CAPACITY			UNITS	ADJ																
																		EFF. YR/AGE		
																		COND		
																		FUNC		
																		ECON		
																		DEPR	% GD	
																		RCNLD		

Key: 5113

Town of HARWICH - Fiscal Year 2022

12/7/2021 1:00 pm SEQ #: 4.422

LEGALS

CURRENT OWNER		PARCEL ID		LOCATION								
HARWICH TOWN OF - TAX COLLECT 732 MAIN ST HARWICH, MA 02645		56-W3-0		13 QUEEN ANNE RD								
		TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)					
		HARWICH TOWN OF - TAX COL		06/03/2019	H	1 32062-19						
		JAMES SHARON		08/29/2000	H	1 13208-41						
		JAMES CAROLE E		03/06/1995	H	1 9578-36						
CD	T	AC/SF/UN	Ngh	Infl1	Infl2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE
100	S	40,000 3	1.00 1	1.00 100	1.00	159,150	1.00 100	1.00 1	0.75			146,140
300	A	0.092 3	1.00 1	1.00 100	1.00	12,375	1.00 100	1.00 1	0.75			1,140

LAND

TOTAL	1.010 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 3	NOTE			LAND	147,300	133,900
Infl1	NONE		BUILDING	0	0		
Infl2	FACTOR 100		DETACHED	0	0		
			OTHER	0	0		
					TOTAL	147,300	133,900

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
9370	100	IMP.TAX TITLE/TREAS					1 of 1
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %
372	09/06/2019	4	DEMO	1,000	07/22/2020	PJK	100 100
		56	CYCL-NO GR		04/10/2012	MO	100 100
		6	CYCL GROWTH		06/14/2004	MO	100 100

DETACHED

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD



BUILDING	CD	ADJ	DESC	MEASURE
MODEL				
STYLE				
QUALITY				
FRAME				

BLDG COMMENTS

BUILDING

YEAR BLT	NET AREA	SNLA(RCN)	CAPACITY	UNITS	ADJ	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	CONDITION ELEM	CD

EFF.YR/AGE

COND	
FUNC	
ECON	
DEPR	% GD
RCNLD	

13 QUEEN ANNE RD

Property Tax Parcels



Key: 7141

Town of HARWICH - Fiscal Year 2022

12/7/2021 1:00 pm SEQ #: 5,987

LAND

CURRENT OWNER		PARCEL ID	LOCATION				
HARWICH TOWN OF - TREASURER		92-H2-21-0	1055 OAK ST				
TAX TITLE FORECLOSURE		TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)
732 MAIN ST		HARWICH TOWN OF - TREASUR		02/26/2013	H	1 27159-313	
HARWICH, MA 02645		RITCHIE ROBERT H		08/30/1991	A	1 7664-116	
		RITCHIE HARRY J &		05/03/1973	QS	32,900 1852-49	

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
9360	100	VAC.TAX TITLE/TREAS					1 of 1
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %
756	11/18/2011	54	DEMO		01/19/2012	MO	100 100
		56	CYCL-NO GR		04/21/2009	MO	100 100
		6	CYCL GROWTH		10/02/2001	MO	100 100

LAND

CD	T	AC/SF/UN	Ngh	Inf1	Inf2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE				
100	S	16,569	2	1.00	VB	1.00	100	1.00	212,200	1.92	100	1.00	3	1.00		155,130

TOTAL	16,569 SF	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 2	NOTE MONEY OWED TO TOWN \$40,169.74			LAND	155.100	141.000
Inf1	VACANT		BUILDING	0	0		
Inf2	FACTOR 100		DETACHED	0	0		
			OTHER	0	0		
					TOTAL	155.100	141.000

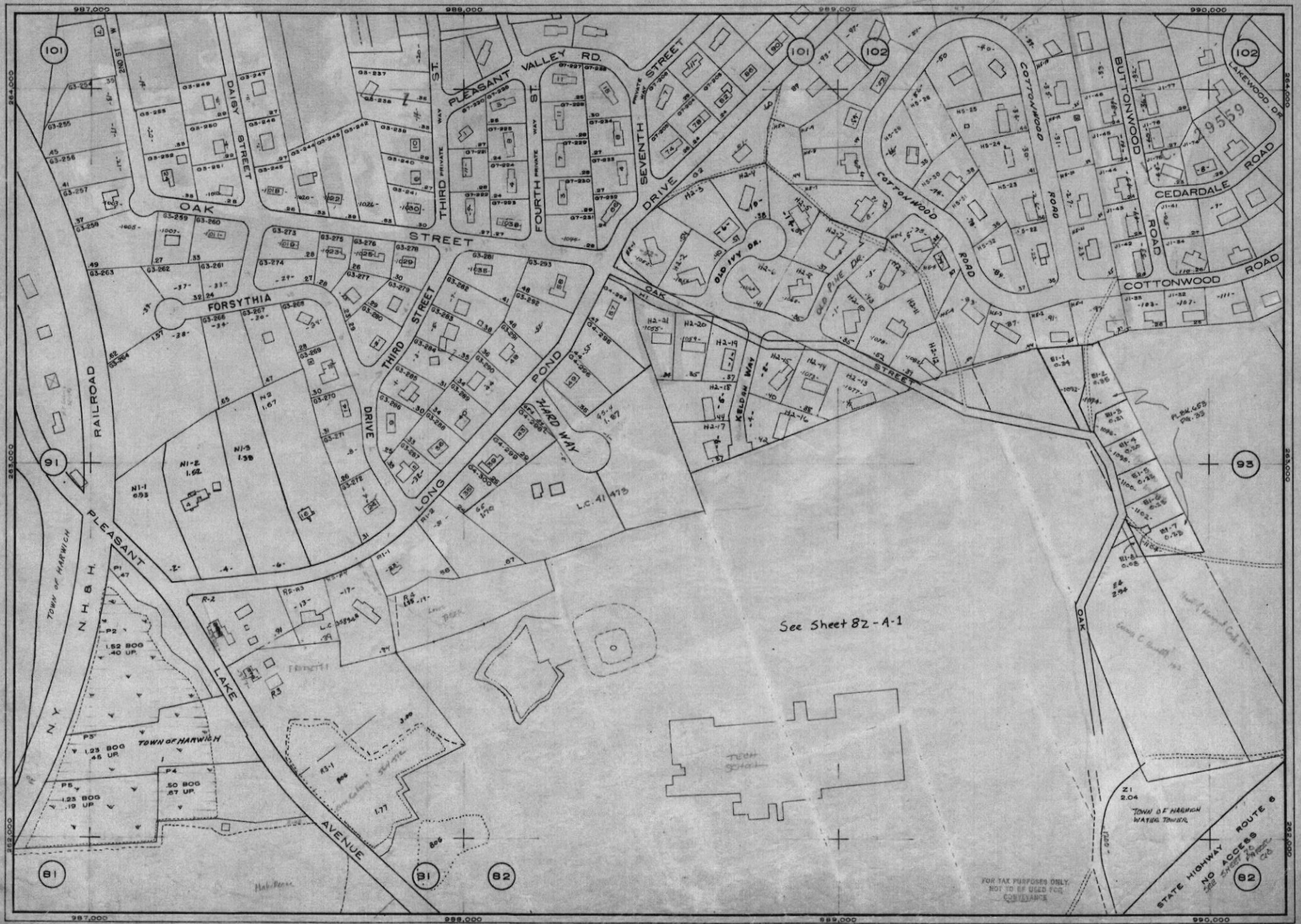
DETACHED

BUILDING	CD	ADJ	DESC	MEASURE
MODEL				
STYLE				
QUALITY				
FRAME				

BLDG COMMENTS

BUILDING

YEAR BLT	SIZE ADJ	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	
NET AREA	DETAIL ADJ													CONDITION ELEM	CD
\$NLA(RCN)	OVERALL														
CAPACITY		UNITS	ADJ												
														EFF.YR/AGE	
														COND	
														FUNC	
														ECON	
														DEPR	% GD
														RCNLD	



FOR TAX PURPOSES ONLY. NOT TO BE USED FOR CONVEYANCE

STATE HIGHWAY ROUTE 6 NO ACCESS

TOWN OF HARWICH WATER TRUST

See Sheet 82-A-1

1055 OAK ST

Property Tax Parcels



HARWICH, MA

- CUSTODIAN'S NOTICE OF SALE

HARWICH, MA

- AUCTION TERMS & CONDITIONS



The Garden Club of Harwich, PO Box 301, Harwich Port, Massachusetts 02646
gardenclubofharwich.org

September 26, 2022

Dear Harwich Board of Selectmen,

Ninety years ago, a group of Harwich women became concerned with the rate of development in town and decided to form the Garden Club of Harwich. Their first project was to plant trees along Sisson Road. We thank them for their foresight and in our ninetieth year, we're continuing their vision with a new tree initiative.

To celebrate our 90th birthday, we're asking Harwich residents to plant at least ninety trees on their properties by June 2023. We're encouraging folks to consider native trees which are better suited to Cape Cod and are drought tolerant. Planting trees is a timely way to mitigate the effects of climate change and replace trees lost in the tornado. And in case those aren't enough reasons, here are a few more:

***TREES REMOVE HARMFUL CARBON.** Let's say you decide to plant five oak trees on your property. In 55 years, those trees will have removed 425,492 pounds carbon. If one thousand homeowners on the Cape also planted five oaks each, over 425 million pounds of carbon would be sequestered.

***TREES AIR CONDITION OUR WORLD.** Shading and evaporative cooling from tree canopies can reduce summer temperatures. What's more, the effect is additive: the more your neighbors add trees, the cooler the neighborhood will be and the longer it will remain cool during extended heat waves.

***TREES KEEP WATER IN CONTROL.** Trees provide watershed management; for example, protection from floods. 100 mature trees intercept on average 100,000 gallons of rainfall each year in the eastern US.

***TREES ARE A NATURAL BRITA FILTER.** Tree roots filter nitrogen, potassium and phosphorus as well as deadly heavy metals from the water.

***TREES KEEP US DROUGHT FREE.** Trees can help moderate extreme weather like droughts through capturing water in their daily cycles. More than 50% of the precipitation that falls on an ecosystem can be generated by that system.

***TREES REDUCE AIR POLLUTION.** Trees are masters of filtering pollutants from the air. Trees in small urban parks have been shown to remove 48 pounds of particulates, 9 pounds of nitrogen dioxide, 6 pounds of sulfur dioxide and half a pound of carbon monoxide daily during the growing season.

***TREES KEEP POLLINATION SYSTEMS WORKING.** Trees support pollinator communities which in turn, supports our agricultural systems.

We are asking residents to notify us of the type of tree they plant by filling out a short form found at the Harwich Community Center, Conservation Department at Town Hall, Library, and Chamber of Commerce. Please see attached flyer for the details. We will chart the location and quantity of trees on a map in the lobby of the Harwich Community Center.

The Harwich Board of Selectmen has been a wonderful partner with us on our Wildlife Habitat Certification program and we invite you to join us again in promoting our 90 Tree Initiative. We would like to work with Amy Usowski, Conservation Agent, in the event that some residents wish to donate money to plant a tree on town property instead of in their yards.

We hope you'll join us in making our 90th Anniversary campaign a success for Harwich!

Sincerely,

Diane DiGennaro, member
Conservation Committee,
The Garden Club of Harwich

The Garden Club of Harwich

**HELP US CELEBRATE OUR 90TH YEAR OF SERVING HARWICH
BY PLANTING 90+ NATIVE TREES BY JUNE 2023**

We are all aware of the value of trees throughout the town and many have been lost to storms, disease, or development and not replaced. Replacing them with native species provides multiple benefits for our environment and future generations including...

- ~ Enhancing the value and appearance of our homes and properties.
 - ~ Sequestering carbon.
- ~ Protecting water quality by filtering out pollutants and sediments.
 - ~ Absorbing storm water and reducing flooding.
- ~ Creating essential habitat and food for wildlife and beneficial insects.
 - ~ Providing food and habitat for other plants.
 - ~ Creating shade to cool homes and populated areas.
 - ~ Providing a source of beauty, relaxation and recreation.

Some native trees to consider planting:

Broadleaf/Shade/Deciduous trees

White oak, red maple, ash, sycamore, gum, American chestnut, river birch, flowering dogwood (*Cornus florida*), balsam, redbud, sourwood, black cherry

Conifers

Eastern red cedar, white pine, American holly (*Ilex opaca*), northern white cedar, white spruce

-----**cut here**-----

Please fill out this form and mail to:

NATIVE TREES FOR HARWICH,

% G. Schumann

P.O. Box 55, Harwich Port, MA 02646

- OR -

send the following information to riodd@comcast.net

Name (optional) _____ email (optional) _____

Street address (required) _____

Village (circle one): HC HP EH NH SH WH PL

Type of tree planted (required) _____

Date: _____ 2022/23

We will chart your tree on the Harwich map at the Harwich Community Center!

Thank you for joining our 90th Anniversary campaign!

www.gardenclubofharwich.org

The Garden Club of Harwich, member NWF and Pollinator Pathways/CC



Town of Harwich

TOWN CLERK'S OFFICE

Emily Mitchell, Town Clerk
Harwich Town Hall • 732 Main Street • Harwich, MA 02645
Tel: 508-430-7516 • Fax: 508-430-7517

m e m o

TO: Board of Selectmen

FROM: Emily Mitchell, Town Clerk

DATE: September 27, 2022

RE: **2022 State Election – In Person Early Voting**

The upcoming State Election is scheduled for Tuesday, November 8, 2022.

The VOTES Act election reform law that passed in June 2022 permanently requires two full weeks of in person early voting from the 17th day through the 4th day prior to all state elections. For this State Election in November, the in person early voting period will run from Saturday, October 22, 2022 through Friday, November 4, 2022.

State law defines the minimum number of hours municipalities must be open for in person early voting based on community size. For Harwich, the requirements are as follows:

- Open at least 1 day and at least 6 hours per weekend
- Week 1: At least 50 percent of regular business hours (reducing early voting hours to less than full regular business hours requires Board of Selectmen approval)
- Week 2: Regular business hours

The attached State General Election table includes my proposed in person early voting schedule, highlighted in green. I am proposing to limit the early voting hours during Week 1 to just over 50 percent of our regular business hours (4 hours per day, alternating between morning and afternoon hours).

During the in person early voting period for the State Primary, we saw relatively low turnout (between 9 and 30 people per day; open 7.5 hours per day). Afternoons were consistently busier than mornings.

Limiting the Week 1 hours as proposed offers ample opportunity for residents looking to vote early in person and makes the best use of Clerk's Office staff and resources.

I recommend that the Board vote to accept the in person early voting schedule as outlined.

I'm happy to answer any questions about this recommendation, or the options for voting generally, at any time. Thank you.



Town of Harwich

TOWN CLERK'S OFFICE

Emily Mitchell, Town Clerk
 Harwich Town Hall • 732 Main Street • Harwich, MA 02645
 Tel: 508-430-7516 • Fax: 508-430-7517

State General Election – Tuesday, November 8, 2022

Harwich Community Center (100 Oak Street) – All Precincts

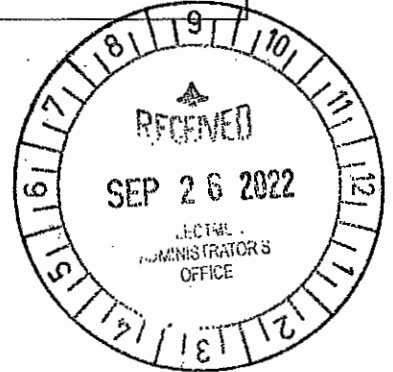
Polls Open 7 AM to 8 PM

Event	Deadline
Voter Registration Deadline	<p>Saturday, October 29, 2022</p> <p>In Person - until 5 PM at the Town Clerk's Office By Mail - postmarked by 10/29/2022 Online - Secretary of Commonwealth website until 11:59 PM (https://www.sec.state.ma.us/ovr/)</p>
Apply for Vote by Mail Deadline	<p>Tuesday, November 1, 2022 - must be <i>received</i> in Town Clerk's Office by 5 PM</p>
PROPOSED In Person Early Voting Town Hall (732 Main Street) - All Precincts Check in at Town Clerk's Office	<p>Week 1 (State Requirement: at least 50% of regular business hours + 6 weekend hours)</p> <p>Saturday, October 22, 2022 - 10 AM to 4 PM Sunday, October 23, 2022 - NO Hours Monday, October 24, 2022 - 12 PM to 4 PM Tuesday, October 25, 2022 - 8:30 AM to 12:30 PM Wednesday, October 26, 2022 - 12 PM to 4 PM Thursday, October 27, 2022 - 8:30 AM to 12:30 PM Friday, October 28, 2022 - 12 PM to 4 PM</p> <p>Week 2 (State Requirement: regular business hours + 6 weekend hours)</p> <p>Saturday, October 29, 2022 - 10 AM to 4 PM Monday - Friday, October 31 - November 4, 8:30 AM to 4 PM</p>
In Person Absentee Voting	<p>Monday, November 7, 2022 - until 12:00 PM</p>



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

APPLICATION FOR A SPECIAL PERMIT



- One day Entertainment (\$25)
- One day Liquor License – All Alcohol (\$50)
- One day Liquor License – Wines & Malt (\$50)
- Craft Fair (\$50)
- Event (\$25)
- Road Race (\$50)
- Other (please specify) _____

Applicants Name Cranberry Liquors
Valeria Fortene Phone 5083645820

Mailing Address 555 Main St, Harwich Port MA 02646

Owners Name & Address Paul Manning

Email Address cranberryliquors@comcast.net

REQUIRED FOR ONE DAY ENTERTAINMENT – PLEASE PRINT

- The date & time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment
12-2 PM 10/8/2022
- Location of entertainment (Inside and/or outside)
Outside of the store
- Address where entertainment will be playing
555 Main St, Harwich Port

REQUIRED FOR ONE DAY ENTERTAINMENT - 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

REQUIRED FOR ROAD RACE/CRAFT FAIR/ANY OTHER EVENT

Address of Event _____

Date & Time _____

Route/Location for Road Race _____

Provide any additional information necessary for the Board of Selectmen _____

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.

Valeria Fardene, manager

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.

[Signature]
Building Official

[Signature]
* Board of Health

[Signature]
Fire Department

[Signature]
Police Department

[Signature]
Recreation Department

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

Please note: This permit does not exempt the applicant from the Town of Harwich Chapter 189 Noise by-law

* Food vendors must be permitted 30 days prior to event.

Recommendations from the Board of Selectmen Interview Committee

Following posted interviews, we would like to recommend to the Board the following appointments:

Applicant: **Vacancy** **Term/Recommendation**

<u>Applicant:</u>	<u>Vacancy</u>	<u>Term/Recommendation</u>
Glenn Miemiec	Harwich Energy and Climate Action Committee	Recommend Appointment to Full Member Position Term to Expire 6.30.2025

CONTRACTS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Board of Selectmen
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator

RE: Contract with Campbell Construction Group, LLC for the foundation repairs and renovations to the Brooks Academy Museum in the amount of \$1,189,000.00

Date: September 30, 2022

This memorandum corresponds with Agenda Item IX. A. Campbell Construction Group, LLC for the foundation repairs and renovations to the Brooks Academy Museum in the amount of \$1,189,000.00.

An Invitation for Bids for the construction contract to replace the foundation walls and footings of the Brooks Academy Museum as well as update the existing electrical, plumbing and HVAC system was issued in accordance with MGL c. 149.

The engineering company utilized an online bidding platform and assessed all bids for minimum qualifications and has recommended the contract be awarded to Campbell Construction Group, LLC. Spencer Engineering will be conducting contract administration for this project.

I recommend approval of this contract award.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Meggan Eldredge/David Spitz

DEPARTMENT: Administration

FUNDING SOURCE: ATM 21 CPC article for foundation repairs 80271292/621031

Appropriated amount: \$1,150,000

Estimated cost: \$1,100,000

Actual cost: TBD

PROCUREMENT METHOD:

MGL c. 149. sealed bids, filed sub bids
utilizing BidsOnline, Commbuys, Central Register, Cape Cod Chronicle and town website.

PURCHASE DESCRIPTION:

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

The scope of the work includes:

The Work consists of replacement of existing foundation walls and footings, new concrete footings and steel columns and beams for support of the first floor framing. Existing electrical wiring and devices, plumbing piping, sprinkler piping, and HVAC ductwork and equipment shall be disconnected to provide access to the framing work. Existing crawl space shall be excavated to create a new full basement, with new concrete floor slab and including an elevator pit for a future elevator. Mechanical, electrical, plumbing, and fire protection equipment and distribution shall be reinstalled.

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

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

80271292/621031

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Carol Coppola Account # _____
DocuSigned by: 48C32039D33D434...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
DocuSigned by: 0623C065799644E...


Project: Basement Renovation REBID, Brooks Academy Museum [BDO #5822]

The information contained here is confidential.

It is solely for the use of the Awarding Authority, in accordance with applicable MGLs

General Bid Date: Thursday, September 01, 2022 02:00 PM **GENERAL BID STATUS** **Pending Review**

Alt 2

Alt	Bidder	Base Bid	Alternates	Final Bid	View Bids	Manag
	Campbell Construction Group, LLC 21 Caller Street, Ste 4 Peabody, MA 01960	\$1,189,000.00	1: \$60,000.00 2: \$120,000.00	\$1,189,000.00		<input type="button" value="M"/>
	J J Cardosi Inc 150 Amaral St Riverside, RI 02915	\$1,585,000.00	1: \$25,000.00 2: \$40,000.00	\$1,585,000.00		<input type="button" value="M"/>
	Coastal Custom Builders 4665 Route 6 Eastham, MA 02642	\$1,760,230.00	1: \$16,800.00 2: \$38,980.00	\$1,760,230.00		<input type="button" value="M"/>
	Horner Contracting Inc. 195 Broadway Arlington, MA 02474	\$2,394,000.00	1: \$50,000.00 2: \$75,000.00	\$2,394,000.00		<input type="button" value="M"/>

[Print all](#)

ons (2)

23 00 00 HVAC **Sub Bid Date: Wednesday, August 17, 2022 02:00 PM** **SUB BID STATUS**  **Mark Official**

26 00 00 Electrical **SUB BID STATUS** **Pending Review**



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Thirtieth day of September in the year Two thousand twenty-two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Harwich
732 Main Street
Harwich, MA 02645

and the Contractor:
(Name, legal status, address and other information)

Campbell Construction Group, LLC
21 Caller Street
Peabody, MA 01960

for the following Project:
(Name, location and detailed description)

Brooks Academy Museum Basement Renovation
80 Parallel Street
Harwich, MA 02645

The Architect:
(Name, legal status, address and other information)

Spencer Preservation Group
41 Valley Road
Nahant, MA 01908

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: April 1, 2023

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million One Hundred Eighty-Nine Thousand Dollars and no cents (\$ 1,189,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Alternate 1: Concrete Slab upgrade	\$60,000.00	Acceptance by the Owner prior to 12/15/2022
Alternate 2: Add elevator pit	\$120,000.00	Acceptance by the Owner prior to 12/15/2022

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Additional Joist Sisters	Each, full length	\$210.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Init.

Five percent retainage shall be withheld from each progress payment

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

David Spitz, Chair
Brooks Academy Museum Commission
80 Parallel Street
Harwich, MA 02645
davidhspitz@comcast.net

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Steven Athanas, Managing Partner
Campbell Construction Group, LLC
21 Caller Street, Ste. 4
Peabody, MA 01960
steven@campbellgroupllc.com

Init.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
A-0	Title Sheet	8/3/2022
A-1	Site Plan	8/3/2022
A-2	Basement Level Plan	8/3/2022
A-3	Exterior Elevations	8/3/2022
A-4	Plans	8/3/2022
D-1	Demolition Plan	8/3/2022
S-1	Basement/Foundation Plan	8/3/2022
S-2	First Floor Framing Plan	8/3/2022
S-3	Sections & Details	8/3/2022
S-4	Sections & Details	8/3/2022
S-5	First Floor Shoring Plans	8/3/2022
S-6	Sections	8/3/2022
MD-1	Lower Level Demo Plan HVAC Ductwork	8/3/2022
MD-2	Lower Level Demo Plan HVAC Piping	8/3/2022
M-1.0	Lower Level New Work Plan HVAC Ductwork	8/3/2022
M-2.0	Lower Level New Work Plan HVAC Piping	8/3/2022
M-3.0	HVAC Legend and Details	8/3/2022
M-4.0	HVAC Specifications	8/3/2022
E-1.0	Electrical Lower Level Plan	8/3/2022
E-2.0	Electrical One Line Power Line	8/3/2022
E-3.0	Electrical Specifications	8/3/2022
P-101	Lower Level Plan Plumbing	8/3/2022
FP-101	Lower Level Plan – Fire Protection	8/3/2022

Init.

.6 Specifications

Section	Title	Date	Pages
See Attached Exhibit A	Table of Contents		

.7 Addenda, if any:

Number	Date	Pages
One	8/19/2022	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraphs deleted)
(Table deleted)

(Paragraphs deleted). **9** Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)



CONTRACTOR *(Signature)*

Steven Athanas, Managing Member

(Printed name and title)

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DIVISION 03 CONCRETE

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06 10 00	Rough Carpentry and Timber.....	06 10 00-1 thru 06 10 00-5
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DIVISION 08 – OPENINGS

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DIVISION 09 – FINISHES

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See Drawing FP101 for Fire Suppression Specifications

DIVISION 22 – PLUMBING

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DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING – FILED SUB-BID REQUIRED

23 00 00 Heating, Ventilating and Air Conditioning 23 00 00-1
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DIVISION 26 – ELECTRICAL – FILED SUB-BID REQUIRED

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DIVISION 31 – EARTHWORK

31 48 00 Underpinning 31 48 00-1 thru 31 48 00-4

▪ END OF DOCUMENT ▪



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: September 29, 2022

RE: Paving Contract for Continental and Whidah Drives

Attached for your signatures is a contract with M.C.E. Dirtworks, Inc., in the amount of \$200,000 for the paving of Continental and Whidah Ways in coordination with sewer installation on those two roads. Barnstable County Procurement conducted sealed bids under bid number 7598, Roadway Construction Items and Materials, on behalf of Cape towns and the Barnstable County Commissioners awarded the contract on March 31, 2022.

The bid item under this contract is for Hot Mix Asphalt Machine Placed with the low bid being for \$122.72 per ton by M.C.E. Dirtworks. I have attached the County IFB as well as M.C.E. Dirtworks' bid for your review.

Thank you for your consideration in this matter.

Cc: Joe Powers, Town Administrator
Meggan Eldredge, Assistant Town Administrator

Attachments: Contract Agreement with M.C.E Dirtworks
Barnstable County Purchasing Department IFB 7598
M.C.E. Dirtworks bid
Spreadsheets with bid results

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Lincoln Hooper DEPARTMENT: DPW - Highway

FUNDING SOURCE: 2022 ATM Article 25

Appropriated amount: \$700,000.00 Estimated cost: \$200,000 Actual cost: \$160,000

PROCUREMENT METHOD:

Barnstable County Procurement IFB 7598 - Roadway Construction Items & Materials

PURCHASE DESCRIPTION:

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

Please see attached contract with M.C.E. Dirtworks, Barnstable County IFB 7598 and Dirtworks submitted bid. The requested contract is for the paving of Continental and Whidah Drives in coordination with sewer installation of those roads.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: _____ Account # _____

Approved to proceed: Town Administrator or Designee: _____

12/13/18 Revised Procurement Checklist

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

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

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

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

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

Signature of Town Administrator or Assistant Town Administrator: _____

****Note: Failure to gain sign-off before Wednesday at noon results in the contract being delayed to the next meeting.**

CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of September in the year Two Thousand and Twenty Two, between M.C.E. Dirtworks, Inc. with a usual place of business at 15 Denwich Road, Harwich, MA 02645 hereinafter called the CONTRACTOR, and the Town of Harwich, acting by its Board of Selectmen, with a usual place of business at 732 Street, Harwich, MA, hereinafter called the OWNER.

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

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the Roadway Construction Items and Materials Project Barnstable County Bid 7958, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, according to the unit price listed in Contract #BC-22-7958, attached. Contract shall not exceed a total amount of \$200,000.00.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before March 31, 2023. The option to extend this contract for one additional year is available upon mutual agreement.

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

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

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

4. Performance of the Work

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

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in

its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

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

- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.
 - (2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
 - (3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.
 - (4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.
 - (5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.
- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner

harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

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

5. Affirmative Action/Equal Employment Opportunity

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

6. Site Information Not Guaranteed; Contractor's Investigation

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

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

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

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

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

7. Project Architect or Engineer

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

8. Wage Rates

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

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

9. Payments to the Contractor

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

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

- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
 2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

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

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

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

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

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

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

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

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

11. Contract Documents

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

Invitation to Bid
Instructions to Bidders
This Contract Form
Bid Form
Performance Bond
Labor & Materials Payment Bond
Non-Collusion Certificate
Tax Compliance Certificate
Clerk's Certificate of Corporate Vote
Certificate of Insurance
General Conditions
Supplementary General Conditions
General Requirements
Specifications and Addenda
Schedule of Prevailing Wages
Barnstable County Contract #BC-22-7958

12. Terms Required By Law

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

13. Indemnification

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

14. Insurance

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

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

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

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

15. Notice

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

16. Termination

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

submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. **Royalties and Patents:** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. **Assignment:** The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. **By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.**

[Remainder of page intentionally blank.]

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 Board of Selectmen Over \$75,000

DocuSigned by:

Michael Escher

7261B5B3F6D347D...

Michael Escher president

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:

Ann Marie Elia

\$200,000.00

(\$ 23008)

Finance Director

Contract Sum

Town Administrator

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

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

TAX COMPLIANCE

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

NON-COLLUSION

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

PUBLIC CONTRACTOR DEBARMENT

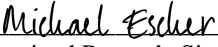
The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter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

OSHA TRAINING

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

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

COMPLETE AND SIGN BELOW:

DocuSigned by:


 Authorized Person's Signature
 Michael Escher

 President

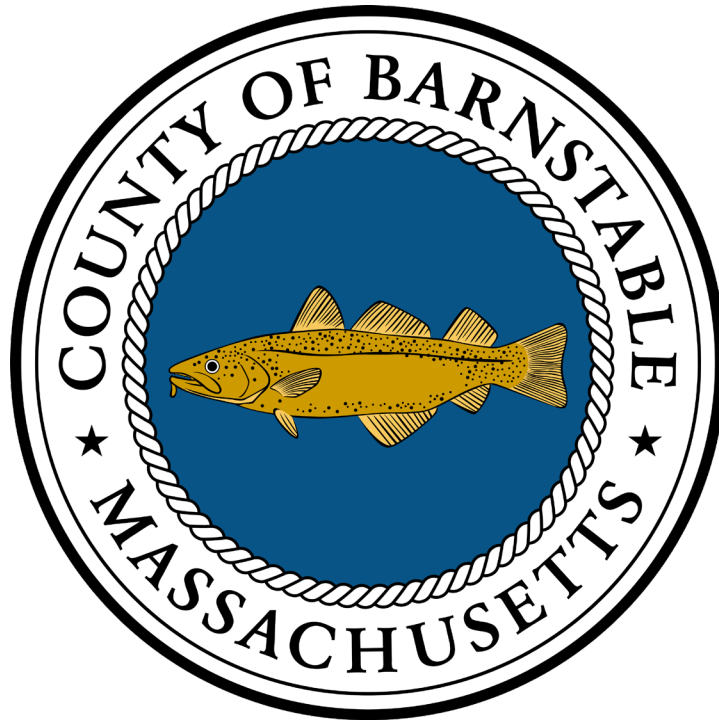
 Print Name & Title of Signatory
 M.C.E. Dirtworks, Inc.

 Name of Contractor

9/28/2022 | 12:51:43 PM EDT

 Date

Barnstable County Purchasing Department



Contract # BC-22-7958

Road Construction Items and Materials

MCE Dirtworks Inc.

Barnstable County

Bid No. 7958

Roadway Construction Items and Materials

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Barnstable County

Regional Government of Cape Cod
Purchasing Department

Jennifer L.V. Frates, Chief Procurement Officer



Advertisement

Barnstable County on behalf of the Towns in the County requests bids from qualified contractors for:

**Road Construction Items and Materials per Bid No. 7958
&
Road Resurfacing Specific Projects per Bid No. 7959**

The bid documents may be obtained electronically online at <https://barnstablecounty.bonfirehub.com> where they are publicly available as of January 3, 2022 at 8:00AM.

Bids are due **January 31, 2022 at 10:00AM for Bid No. 7958 and 11:00AM for Bid No. 7959**

THESE PROJECTS ARE BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED. It is the bidder's sole responsibility to familiarize themselves with the Bonfire Online Bid Submission Platform and the online bid submission process and requirements.

The County of Barnstable reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

All submissions for this project are subject to the provisions of Massachusetts General Laws, Chapter 30, 39M. Prevailing wages apply, where applicable. MassDOT Prequalification will be required on some items.

The County of Barnstable fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.

Jennifer Frates
Chief Procurement Officer

3195 Main Street | P.O. Box 427 | Barnstable, Massachusetts 02630

P: (508) 375-6637 E: Jennifer.frates@barnstablecounty.org



Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Signed Form for General Bid	File Type: PDF (.pdf)	1	Required	
Bid Bond 5%	File Type: PDF (.pdf)	1	Required	
7958 Road Construction Items and Materials (BT-23EW)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.
List of Subcontractors	File Type: PDF (.pdf)	1	Optional	

Commodity Codes

Commodity Set	Commodity Code	Title	Description
---------------	----------------	-------	-------------



Commodity Set	Commodity Code	Title	Description
UNSPSC	3012	Roads and landscape	
UNSPSC	301215	Bituminous derivatives	
UNSPSC	301216	Asphalts	
UNSPSC	301217	Road and railroad construction materials	

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested BidTables:

The BidTable Response Templates can be obtained at <https://barnstablecounty.bonfirehub.com/opportunities/57893>.

Please note that BidTables may take a significant amount of time to prepare.

2. Upload your submission at:

<https://barnstablecounty.bonfirehub.com/opportunities/57893>

The Q&A period for this opportunity starts Jan 03, 2022 8:00 AM EST. The Q&A period for this opportunity ends Jan 24, 2022 5:00 PM EST. You will not be able to send messages after this time.



Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jan 31, 2022 10:00 AM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Barnstable County, MA uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

NOTICE TO BIDDERS

1. Project Description/Scope of Work
2. Examination of Site & Documents
3. Sub-Contractors
4. Fair Employment Practices
5. Substitute Material and Equipment
6. Pre-Bid Meeting
7. Bid Response Instructions
8. Required Bid Response Date
9. Bid Security
10. Bid Signature
11. Official Date and Time
12. Time for Bid Acceptance
13. Modification or Withdrawal of Bids, Mistakes, and Minor Informalities
14. Bid Prices to Remain Firm
15. Questions and County POC
16. Changes & Addenda
17. Wages
18. References to General Laws
19. Cost of Preparation
20. County Tax Exemption
21. Political Activity Prohibited, Anti-Boycott Warranty
22. Contractor Compliance
23. Public Record Request
24. Bid Evaluation Process
25. Vendor Self Service (VSS) – Online Supplier Portal

IFB# 7958

Roadway Construction Items & Materials

Barnstable County on behalf of the Towns in the County requests bids from qualified contractors for Roadway Construction Items and Materials.

1. **Project Description/Scope of Work**

Bidders are to submit responses based upon the item specifications as outlined within "Special Provisions" All pricing should be inclusive all cost associated with providing services as specified.

ALL BIDS FOR THIS PROJECT ARE SUBJECT TO THE PROVISIONS OF MASS. GENERAL LAW CHAPTER 149 SECTION 44A-44J AS AMENDED.

The General Contractor shall provide all labor, materials, environmental notifications and permits, transportation and equipment required.

The Towns will require a Payment Bond in the amount of Fifty Percent (50%) on a project by project basis for any project over \$25,000.

2. **Examination of Site and Documents**

Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the Towns or location to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, by laws, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3. **Sub Contractors**

If the General Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested. If, after due investigation, reasonable objection exists to any proposed Subcontractor, other person or organization, the apparent Successful Bidder will be requested to submit an acceptable substitute without an increase in Bid price.

If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder. Any Subcontractor, other person or organization so listed and for whom the County has no written objection is submitted prior to the giving of the Notice of Award will be deemed acceptable.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom they has reasonable objection.

4. Fair Employment Practices.

During the performance of this project, the Bidder and all of their Subcontractors, for themselves , their assignees, and successors in interest, agree as follows: The Bidder, in the performance of all work during, after and prior to completion of work under this Agreement, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. (Fair Employment Practices law of the Commonwealth M.G.L. Chapter 151B.) The Bidder by signing this Agreement agrees to abide by the above paragraph to the best of their ability.

5. Substitute Material and Equipment.

The Contract, if awarded, will be on the basis of material and equipment described/specified in the Contract Specifications. Whenever it is indicated in the Contract Specifications that a substitute or "approved equivalent" item of material or equipment may be furnished or used by Contractor if acceptable, application for such acceptance will not be considered by the County until after the "effective date of the Agreement".

6. Pre-Bid Meeting

A pre-bid meeting has not been schedule for this IFB.

7. Bid Response Instructions

All bid responses will be received online prior to the date and time specified below for the project titled IFB # 7958: Roadway Construction Items & Materials to the Bonfire Online Bidding Tool which can be accessed online at <https://barnstablecounty.bonfirehub.com> All required documents must be submitted in the format specified, all fields must be completed as specified and the documents must be submitted to the correct project folder in order for the bid response to be complete. ***Hard copy bid responses will not be accepted.*** It is the bidder's sole responsibility to familiarize themselves with the Bonfire Online Bid Submission Platform and the online bid submission process and requirements.

8. Required Bid Response Date

Vendors who wish to be considered for this project should submit their bids per the instructions above to the County prior to the date and time specified below.

Bids are due on or before **10:00 AM on January 31, 2022**. No late bids will be accepted.

Bids will be opened publicly online immediately after the bid closes through Microsoft Teams. A link is provided in the Bonfire Submission Instructions for any member of the public who would like to join.

9. Bid Security

Bid Security shall be made payable to the County in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a Bid Bond.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security (Payment & Performance Bonds, when required) and Insurance Binders, where upon it will be returned; if the Successful Bidder fails to execute and deliver the Agreement and furnish the required documents within five (5) working days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the County believes to have a reasonable chance of receiving the award may be retained by the County until the earlier of the seventh (7th) day after the "effective date of the Agreement" (which term is defined in the General Conditions) by the County to Contractor and the required Contract Security is furnished or the sixty first (61st) day after the Bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

10. Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

11. Official Date & Time

A bid will not be considered delivered unless the bid has been received online by the Bonfire Online Bidding Tool (in the correct project) which can be accessed at <https://barnstablecounty.bonfirehub.com> prior to the date and time specified in the documents. The official date and time shall be the date and time shown online at <https://barnstablecounty.bonfirehub.com>

12. Time for Bid Acceptance

The contract will be awarded within 60 days after the bid opening.

13. Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

Any bids may be withdrawn or modified prior to the date and time stated in the bid for the opening of bids. Such withdrawal or modification must be done by the bidder online through the Bonfire Online Bidding Tool.

After the bid opening, a Bidder may not change any provision of the bid in a manner prejudicial to the interests of the County for fair competition. Minor informalities will be waived or the Bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the Bidder will be notified in writing; the Bidder may not withdraw the bid. A Bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

If this bid is received electronically, Bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. Barnstable County accepts no liability and will provide no accommodation to Bidders who fail to check for amended bids and submit inadequate or incorrect responses.

Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

14. Bid Prices to Remain Firm

All bid prices submitted in response to this bid must remain firm for 60 days following the bid opening.

15. Questions and County POC

Any clarification of requirements or requests for additional information by bidders must be made in writing to the Bonfire Opportunity Q&A and submitted no later than **January 24, 2022 @ 5:00PM** E.S.T. to <https://barnstablecounty.bonfirehub.com> Answers to all questions will be made in writing and posted online as an addendum to the **IFB # 7958: Roadway Construction Items & Materials** on the bid website as an attachment under the bid information: <https://barnstablecounty.bonfirehub.com>. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

16. Changes & Addenda

For any RFP document and any addenda that are received electronically, it is the responsibility of every Bidder who receives this RFP and all associated documents to check this website for any addenda. Barnstable County accepts no liability to provide accommodation to Bidders who submit a response based upon information obtained from its website. Bidders may not alter (manually or electronically) the bid language or any bid documents.

17. Wages

All bids for this project are subject to the provisions of either or both Mass. G. L., Chapter 30, Section 39M as amended and/or Mass. G. L. Chapter 149, Section 44A - 44J inclusive as amended. Attention is directed to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries under the provisions of Mass. G. L. Chapter 149, Section 26 - 27D inclusive. The Awarding Authority reserves the right to waive any informality in or to reject any and all bids if the Awarding Authority determines it is in the public interest so to do.

Please note prevailing wages do not apply to materials Item numbers 200 – 218

18. Reference to General Laws

Whenever in the bid, contract, plans, drawings or specifications, reference is made to General Laws it shall be construed to include all amendments thereto effective as of the date of issue of invitation to bid on the proposed work.

19. Cost of Preparation

The cost of preparation and delivery of the bids will be borne solely by the Vendor.

20. County Tax Exemption

Any material furnished to Barnstable County is to be exempt from Massachusetts Sales Tax (Massachusetts Sales Tax Exemption No. E-04-6001419).

21. Political Activity Prohibited, Anti-Boycott Warranty

The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor nor any controlled group, within the meaning of s.993 (a) (3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in s.999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M.G.L. c.151Es.2.

22. Contractor Compliance

The successful Contractor must comply with provisions of The Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor 29 CFR Part 3, the Davis-Bacon Act (40 USC 276a et.seq.), Sections 103 and 107 of the contract Work Hours and Safety Standard Act (50 USC 327-330) as supplemented by Department of Labor Regulation 29 CFR Part 5, and the Clean Air Act of 1970 (42 USC 1857, et.seq.) to the extent that they are applicable.

23. Public Record Request

All bids received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents. Statements or endorsements inconsistent with those statues will be disregarded.

24. Selection and Notice

The awarding authority may cancel an invitation for bids, a request for bids, or other solicitation, or may reject in whole or in part any and all bids or bids when the awarding authority determines that cancellation or rejection serves the best interests of the County of Barnstable.

Basis for Acceptance:

Any bid made will be accepted only on the basis that the Bidder represents that it is made in good faith without fraud, collusion or connection of any kind with any other Bidder for the same work; that the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the County is financially interested in the contract; that the Bidder is fully informed in regard to all provisions of the Contract Documents, including, without limitation, the specifications and drawings, if any; the damages, bonds and insurance, if any. The awarding of the contract is subject to the approval of the Barnstable County Commissioners.

Rule for Award:

Bid selection will be by each item and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

Contract Award:

The Chief Procurement Officer shall award the contract by written notice to the selected Bidder within 30 days of the RFP deadline. The parties may extend the time for acceptance by mutual agreement. In accordance with M.G.L. c.30B, the awarding of the contract is subject to the approval of the Barnstable County Commissioners.

25. Vendor Self Service (VSS) – Online Supplier Portal

For Vendors doing business with the Departments within the County Regional Government, Vendor Self Service (VSS) is available to enter and maintain contact and remittance information, discount and payment terms, designated contact persons, view current and prior 1099 data, purchase orders, invoices and checks.

Vendors are encouraged to visit: <https://mss.barnstablecounty.org/MSS/> to register and click Vendor Self Service. Instructions are available on the landing page to help with the registration.

If you have done business with the County before, please be sure to have your vendor number and register as an existing vendor.

If you need your login information or have general questions, please email accounts.payable@barnstablecounty.org, purchasing questions, please email purchasing@barnstablecounty.org and banking information questions, please email treasury@barnstablecounty.org

Registration process takes 1-5 business days to finalize upon receipt of a completed, correct and signed W-9. For a blank W-9 form, visit IRS Website for the most recent version.

END OF IFB

GENERAL BID FORM

FORM FOR GENERAL BID

The undersigned also hereby certify under the penalties of perjury that they are the only persons interested in this proposal; that it is made without any connection with any other person making any bid for the same work; that no person acting for, or employed by, Barnstable County is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation; and that this proposal is made in good faith without collusion or connection with any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the plans and specifications prepared for this contract and herein mentioned. The undersigned further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on their own investigation and research and not in reliance upon any representation of any employee, officer or agent of Barnstable County.

Any proposals may be withdrawn or modified prior to the date and time stated in the proposal for the opening of proposals. Such withdrawal or modification must be done by the bidder online through the Bonfire Online Bidding Tool.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the County for fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

If this bid is received electronically, bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. Barnstable County accepts no liability and will provide no accommodation to bidders who fail to check for amended bids and submit inadequate or incorrect responses.

Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

Name of General Bidder: M.C.E. Dirtworks, Inc.

PROJECT NO. 7958

Each Town has provided estimated quantities for each bid item that it presently intends to order. These estimated quantities are for bid purposes only and cannot be guaranteed. The estimated amounts are also a total aggregate which the town intends to use during the contract period and the bidder should familiarize themselves with the minimum job quantities defined in the individual specifications for each item.

THIS BID IS SUBMITTED TO:

(Name and Address of Owner) Office of the County Commissioners
Superior Court House
P.O. Box 427
Barnstable, Massachusetts 02630

- A. The undersigned proposes to furnish all labor and materials required for **IFB # 7958 Roadway Construction Items and Materials** in accordance with the accompanying plans and specifications by Barnstable County.
- B. The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the County, to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Prices during the contract period of April 1, 2022 to March 31, 2023 with one, 1 year option to renew.
- C. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that the BIDDER has examined copies of all the Contract Documents and of the following addenda:

Bidder acknowledges addenda numbered 1, 2, 3, 4
- D. Bidders are to complete the Bid Table provided in the Bonfire Online Bidding Tool.
- E. Bid comparison will be based on each item unit price provided for each Town. Bidders may bid on any or all items for any or all Towns listed. Bid selection will be by each item by Town and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.
- F. It is the intent to award a contract to the two (2) lowest, qualified, responsible, and responsive bidders for Item Numbers: **1- 7, 18 and 19.**

It is the intent to award a contract to the two (2) lowest, qualified, responsible, and responsive bidders for Bid Items **115 to 122.**

The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the County, to complete all Work as specified or indicated in the Contract Documents.

BIDDER accepts all of the terms and conditions of the Notice to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of the County's Notice of Award.

BIDDER will complete all the Work assigned for the lump sum price listed in the Bid Form.

Bid selected will be awarded to the qualified, responsive and responsible Bidder, offering the lowest price.

The undersigned also certifies: that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; and, that all employees at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

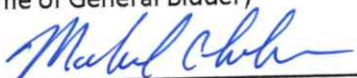
The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

Should the notice to contractors, bid form, contract, plans or specifications require submission of special data to accompany the bid, the Awarding Authority reserves the right to rule the bidders failure to submit such data an informality and to receive said data subsequently, within a reasonable time as set by the Awarding Authority.

Project No. 7958

Date 2/1/2022

M.C.E. Dirtworks, Inc.
(Name of General Bidder)

By 
(Name of Person Signing Bid and Title)

Michael C. Escher, President

The following information is furnished by the bidder for the information of the County.

If a Corporation:

Incorporated in what State Massachusetts

President Michael C. Escher Treasurer Michael C. Escher

Secretary Michael C. Escher

If a foreign corporation, are you registered to do business in Mass.? Yes _____ No _____

If selected for this work you are required under Mass. G.L. C30 S39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that your corporation is registered: and furnish said certificate to the awarding authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____ Residence _____

Name of partner _____ Residence _____

If an Individual:

Name _____ Residence _____

If an Individual doing business under a firm name:

Name of firm _____

Business Address _____

Name of Individual _____ Residence _____

**CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS AND
WITH UNEMPLOYMENT COMPENSATION CONTRIBUTION REQUIREMENTS**

Pursuant to M.G.L., Ch. 62C, s. 49A and M.G.L. Ch. 151A, s. 1 9A, I, Michael C. Escher authorized signatory for MCE Dirtworks whose principal place of business is at 15 Denwich Rd, Harwich, MA 02645 do hereby certify under penalties of perjury that MCE Dirworks has filed all state tax returns and paid all taxes as required by law and has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

The Business Organization Federal Identification Number or Social Security Number is _____

Signed under the penalties of perjury (DATE) 3/28/2022

DocuSigned by:
Michael C. Escher
Signature: _____
13746E068CBB450...

Name and Title: Michael C. Escher, President

If a corporation, complete below or attach to each signed copy of a Contract a notarized copy of vote of corporation authorizing the signatory to sign this Contract. If attesting clerk is same as individual executing Contract have signature notarized below.

At a duly authorized meeting of the Board of Directors of the M.C.E. Dirtworks, Inc.
(Name of Corporation)

held on March 11, 2005 at which all the Directors were present or waived notice,
(Date)

it was **VOTED** That,

Michael C. Escher President
(Name) (Officer)

of this company be and hereby is authorized to execute Contract and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of and Contract or obligation in this company's name on its behalf by such President of the company,
(Officer)
shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the board of M.C.E. Dirtworks, Inc.

that Michael C. Escher is duly elected
President of said company, and that the above has not been amended or rescinded
(Officer)

and remains in full force and effect as of the date of this Contract.

a true copy,

ATTEST Meika Wahlstrom
Clerk Meika Wahlstrom

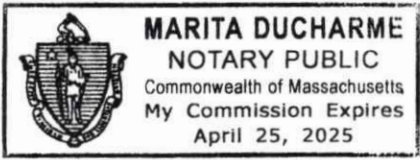
Place Of Business 15 Denwich Road Harwich MA 02645



Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS 31 DAY OF January, 20 22

Marita Ducharme
NOTARY PUBLIC



GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

M.C.E. Dirtworks Inc., 15 Denwich Road , Harwich, MA 02645

as principal, hereinafter called the Principal, and **Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134**, a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held and firmly bound unto

Barnstable County, 3195 Main Street , Barnstable, MA 02630

as Obligee, hereinafter called the Obligee, in the sum of *** Five percent of the bid amount (5%) ***

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: Road Construction Items and Materials per Bid 7958

Bid Date: 01/31/2022

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Obligee, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Obligee the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 01/31/2022.

Witness Mika Waulstrom

M.C.E. Dirtworks Inc.

Mehul Chak
Title (Seal)

Granite Re, Inc

[Signature]
Attorney in Fact (Seal)

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington
Kenneth D. Whittington, President

Kyle P. McDonald
Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620



Bethany J. Alred
Notary Public

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 31st day of January, 2022.



Kyle P. McDonald
Kyle P. McDonald, Assistant Secretary

BARNSTABLE COUNTY

This agreement, made this 17th day of March 2022 between Barnstable County hereinafter called the County, and MCE Dirtworks Inc. a corporation, partnership, individual organized under the laws of the state of Massachusetts and having a usual place of business in Harwich in the county of Barnstable hereinafter called the Contractor.

Witnesseth, That the parties to this agreement, each in consideration of the agreements on the part of the other herein contained, do hereby agree, the County

Michael C. Escher, President (authorized agent of general Contractor)

for MCE Dirtworks Inc. (general Contractor) and

All heirs, executors, administrators, successors assigns, as follows:

**General Conditions
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ARTICLE 5 – UNIT PRICE WORK

ARTICLE 6 – WARRANTY AND GUARANTEE; TESTS AND INSPECTION;
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

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ARTICLE 10 – ENGINEER

ARTICLE 11 – WAGE RATES

ARTICLE 12 – TERMINATION OF CONTRACT

ARTICLE 13 – MISCELLANEOUS

ARTICLE I - DEFINITIONS OF TERMS

1. County means the County of Barnstable, MA through the County Commissioners.
2. Successful Bidder means the lowest, qualified, responsible, and responsive Bidder to whom the County makes an award.
3. Owner means the following entities/municipalities participating in this contract in Massachusetts: Barnstable, Brewster, Dennis, Eastham, Falmouth, Harwich, Orleans, Sandwich, Wellfleet and Yarmouth.
4. Town means the individual town identified in the "Owner"
5. Designer, Architect, Engineer or any pronoun or phrase in place thereof: N/A Designer(s) shall perform the duties and exercise the rights herein conferred. In the case of death, resignation, inability or refusal of said Designer to act, or the termination of his employment, the County may appoint another person as Designer of which notice shall be given in writing to the Contractor, which person shall perform all the duties and exercise all the rights of the Designer hereunder.
6. Contractor or General Contractor or a pronoun in place of it: the party or parties Contracting to perform the work covered by this Contract or the legal representatives of said party or parties.
7. Superintendent or Construction Supervisor or a pronoun in place of it: the competent, responsible employee regularly employed by the Contractor and designated to be in full time attendance at the project site throughout the prosecution and progress of the work and who shall have complete authority to act for the Contractor.
8. As Directed, As Permitted, As Required, As Determined or words of like effect: the direction, permission, requirement or determination of the Designer. Similarly, approved, acceptable, satisfactory or words of like import shall mean approved by or acceptable or satisfactory to the Designer, except as may be otherwise determined by the Director.
9. Or equal or words of like import: equal in the opinion of the Designer except as may be otherwise determined by the County pursuant to the provisions of G.L. Chapter 30, section 39M.
10. Contract Documents or Contract: the Notice to Contractors, Information to Bidders, Form of General Bid, Contract, General Conditions, Specifications and Plans and all addenda issued during the bidding period, change orders and policies and procedures of the County attached hereto or referred to, all of which constitute one instrument.
11. Mass State Building Code: all applicable rules and regulations to which the County is subject and which are contained in the code authorized by Chapter 802 of the Acts of 1972 including all amendments thereto.
12. Plan(s):drawing(s).

13. Change Order: a written order not requiring the consent of the Contractor, signed by the Awarding Authority or the Director and designated as an approved change order, directing the Contractor to make changes in the work within the general scope of the Contract, or, any written or oral order from the Awarding Authority or the Director which causes any change in the work, provided that the Contractor gives the County written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
14. Contract Modification: any written alteration in plans or specifications, period of performance, price, quantity, or any other provisions of the Contract accomplished by mutual action of the parties to the Contract.

Where reference is made in the Contract documents to Publications, Standards or Codes issued by Associations or Societies, the intent shall be to specify the current edition of such publication or standard including revision in effect on the date of the Contract advertisement notwithstanding any reference to a particular date.

ARTICLE 2 – CONTRACT DOCUMENTS, INTENT, AMENDING, AND REUSE

Intent:

- 2.1 The Contract Documents comprise the entire Agreement between the COUNTY and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.
- 2.2 It is the intent of the Contract Documents to describe a functionally complete Project or Service (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the County, the Towns or CONTRACTOR, or any of their agents or employees from those set forth in the Contract Documents, nor the Notice to Proceed.

ARTICLE 3 CONTRACTOR'S LIABILITY INSURANCE

- 3.1 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly

employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

3.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

3.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;

3.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;

3.1.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

3.1.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

3.1.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

3.1.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required above shall include the specific coverages and be written for not less than the limits of liability and coverages provided as follows:

1. Workmen's Compensation: In accordance with the Workmen's Compensation Laws that are applicable to the employees engaged in the Work. The limit of Employer's Liability Insurance shall be not less than \$500,000 each accident.
2. Public Liability Insurance for Personal Injury:
 - a. Individual limit of \$1,000,000 each person.
 - b. Total limit of \$ 3,000,000 for each accident.
3. Property Damage Insurance:
 - a. Each claim \$ 1,000,000.
 - b. Aggregate \$ 3,000,000.
4. If the CONTRACTOR sublets any portion of his work, then he shall also provide:
 - a. Contractor's Protective Liability Insurance:
 - (1) Individual limit for personal injury of \$1,000,000.
 - (2) Total limit for personal injury for one accident of \$3,000,000.
 - b. Contractor's Protective Property Damage Insurance with a limit of \$1,000,000/\$3,000,000.

Any Subcontractor under contract with CONTRACTOR to perform Work on the Project shall hold the County, the Towns and agents harmless, and purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth herein.

The County and the Towns shall be specifically named as additional insureds on all required insurance policies of the CONTRACTOR and any Subcontractors.

In addition, CONTRACTOR shall maintain such completed operations insurance for at least one year after final payment and furnish the County with evidence of continuation of such insurance at final payment.

ARTICLE 4 – CONTRACTOR’S RESPONSIBILITIES

Supervision and Superintendence:

4.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

Labor, Materials and Equipment

4.2 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the County or Owner’s written consent.

4.3 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the County or a Owner, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier.

Laws and Regulations

4.4 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, the County or Owners shall not be responsible for monitoring CONTRACTOR’S compliance with any Laws or Regulations.

Taxes

4.5 State taxes will be excluded from all General and Sub-bids. The **Towns shall provide their exemption certificate number(s) to the CONTRACTOR**. CONTRACTOR shall pay all taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Use of Premises

4.6 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the County or any Town by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold the County and all Towns harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the County and all Towns to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

Safety and Protection

4.7 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work (examples: OSHA Regulations regarding Excavation safety: 29 CFR Part 1926 and Confined Space Procedures: 29 CFR 1910.146). CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

4.7.1 all employees on the Work and other persons and organizations who may be effected thereby:

4.7.2 all the Work and materials and equipment to be incorporated there-in, whether in storage on or off the site; and

4.7.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws, regulations and Guidelines of any public body (examples: OSHA, DIGSAFE, MHD Work Zone Safety Guidelines) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all

necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 3.7.1 or 3.7.2 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any sub-contractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the County or any Towns or anyone employed or contracted by any of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.

Indemnification

4.8 To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless the County, the Towns and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work.

Separate Contracts

4.9 The Towns have the right to let other contracts in connection with the Work and the CONTRACTOR shall properly cooperate with any such other contractors.

Invoicing

4.10 Each Town shall be solely responsible for payment of invoices due to Contractor for quantities ordered and received by that Town only or for the project awarded.

4.10.1 "As per MGL, Chapter 7, section 22, each political subdivision participating in this bid is solely responsible for any payment due vendor for its share of such purchase. **Barnstable County, as lead purchasing agent shall not be liable for payment or for any claim based upon a breach of warranty or defects in the design, manufacture or installation of material, supplies or equipment purchase pursuant to this bid.**"

4.11 Award Price.

The County or Towns shall pay and the Contractor shall receive as full compensation for everything furnished and done by the Contractor under the Contract, including all work required but not included in the items hereinafter mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements or from any difficulty incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, as follows:

Attached Herein

ARTICLE 5 – UNIT PRICE WORK

5.1 Initially, the Contract Price will be deemed to include for Unit Price Work an amount equal to the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classification of Unit Price Work performed by CONTRACTOR will be made by each Town.

5.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

5.3 When the accepted quantities of Work vary from the estimated quantities, the CONTRACTOR shall accept as payment in full, so far as contract items are concerned, payment at the original Contract unit prices for the accepted quantities of Work done. No allowance will be made for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly or indirectly from such increased or decreased quantities.

5.4 The CONTRACTOR shall make monthly estimates of the materials complete in place for the amount of Work performed in accordance with the Contract. The estimates will be itemized for review and approval by each Town. Each estimate will show the total value of the Work done to date, the total money due the CONTRACTOR since the previous estimate and the money paid the CONTRACTOR to date. This estimate will be considered approximate only and shall be subject to correction. Five (5%) percent of all payments due the CONTRACTOR for Work done and materials furnished will be withheld until final completion of the Work. The acceptance by the CONTRACTOR of the final payment, including the retainage of five (5%) percent, shall operate as a release to the specific Town of all claims and all liabilities to the CONTRACTOR for all Work done or materials furnished in connection with the Contract. Final payment shall be as provided in G.L. Ch.30, Section 39G. The payment to the CONTRACTOR of said final payment does not, however, release them or their sureties from any obligation under this contract.

5.5 It shall be the responsibility of the CONTRACTOR to inform each Town when the sum of all orders for units of work is within 90% of the total Contract price for that Town. The CONTRACTOR'S total billing cannot exceed the total Contract price without prior written approval by each Town.

5.6 All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 6 – WARRANTY AND GUARANTEE; TESTS AND INSPECTION; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Items	Item#	Unit	Town	Quantity	Estimated	Acme Shorey Precast	Aggregate Industries	All States Constructi on, Inc.	Bartlett Consolidat ed LLC	Black & Boucher, LLC	Cape Cod Aggregate s Corp.	Cape Cod Winwater Co.	Garrity Asphalt Reclaiming	K5 Corp	Lawrence-Lynch Corp	MARKING S INC.	MCE Dirtworks, Inc.	P J Keating Company	P.A. Landers, Inc.	Pavement Maintenance Systems Inc	R.J. GABRIEL CONST. CO. INC.	Rafferty Fine Grading, Inc.	Robert Childs Inc.	Sealcoating, Inc. d/b/a indus	murray paving & reclamation inc
UnitPrice	UnitPrice	ITEM2000	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice
Chlorinated Rubber Paint and Beads for 4" ReflectORIZED Lines	100	LF	Barnstable	2200000										0.0579		0.0590									
Chlorinated Rubber Paint and Beads for Stop Bars & Crosswalks	101	LF	Barnstable	45000										0.5800		0.5200									
Chlorinated Rubber Paint and Beads for Arrows & Miscellaneous Markings	102	SF	Barnstable	11250										2.0000		1.9500									
Thermoplastic Paint for 4" ReflectORIZED Lines	103	LF	Barnstable	28000										0.4800		0.4700									
Thermoplastic Paint for Stop Bars & Crosswalks	104	LF	Barnstable	500										2.7500		4.5500									
Thermoplastic Paint for Arrows & Miscellaneous Markings	105	SF	Barnstable	500										4.0000		6.9500									
Epoxy Paint for 4" ReflectORIZED Lines	106	LF	Barnstable	4000										0.3500		0.3800									
Pavement Marking Removal	107	SF	Barnstable	10000										1.0000		1.2500									
Drainage Structure Cleaning By Clamshell (w/Disposal)	109	EA	Barnstable	2000																	58.00				
Drainage Structure Cleaning By Vacuum Truck (w/Disposal)	111	EA	Barnstable	2000																	225.00				
Drainage Structure Adjusted	113	EA	Barnstable	100											635.00										
Drainage Structure Rebuilt	114	EA	Barnstable	25											795.00										
Steel Beam (Weathering) Highway Guardrail (Single Faced/Wood Posts)	115	LF	Barnstable	300					54.00																
Steel Beam (Weathering) Highway Guardrail (Including Removal and Stacking of Existing Guardrail)	116	LF	Barnstable	4000					62.00																
Steel Beam (Weathering) Highway Guardrail-Terminal End	117	EA	Barnstable	80					70.00																
Steel Beam Highway Guardrail (Single Faced/Wood Posts)	118	LF	Barnstable	500					50.00																
Steel-Backed Timber Guardrail	119	LF	Barnstable	300					180.00																
Wooden Guardrail	120	LF	Barnstable	500					55.00																
Granite Curb Type VB-Straight	121	LF	Barnstable	300											68.00										
Granite Curb Type VA4-Straight	122	LF	Barnstable	300											70.00										
Pave Shield Pavement Sealing (1500 Square Yards or Greater)	123	SY	Barnstable	5000																				2.29	
Pave Shield Pavement Sealing (Under 1500 Square Yards)	124	SY	Barnstable	1500																				4.59	
Modified Asphalt-Fiber Crackfiller	125	GAL	Barnstable	15000																				11.19	
Rubber Crackfiller	126	GAL	Barnstable	15000																				19.07	
Hot Mix Asphalt Pavement (Loaded on Town Trucks)	200	TON	Barnstable	750		85.00	2								77.00	20.4									
Sand Borrow	201	TON	Barnstable	500																					
Loam Borrow	202	TON	Barnstable	500						18.35										20.00					
1-1/2" Crushed Stone (Double Washed)	203	TON	Barnstable	100						29.00														18.00	
3/4" Crushed Stone (Double Washed)	204	TON	Barnstable	50						31.00														34.00	
3/8" Peastone (Double Washed)	205	TON	Barnstable	50						35.20											30.50			33.00	
3/4" Dense Graded Crushed Stone	206	TON	Barnstable	500						25.30														22.50	
4'x4' Precast Leaching Galley	208	EA	Barnstable	10		370.00																			
1000 Gallon Precast Catch Basin	209	EA	Barnstable	10		1,085.00																			
1000 Gallon Precast Leach Pit	210	EA	Barnstable	10		800.00																			
4" Diameter Precast Catch Basin w/Offset Top	211	EA	Barnstable	5		596.00																			
Precast Gutter Inlet	212	EA	Barnstable	5		261.00																			
8" Frame and Grate Municipal Standard	214	EA	Barnstable	15									473.04												
12" Corrugated Plastic (Polyethylene) Pipe	217	LF	Barnstable	100									12.03												
Riprap	218	CY	Barnstable	500																					
Hot Mix Asphalt Pavement (Machine Placed)	1	TON	Bourne	5000										105.00			138.00		97.79	29.00				24.75	
Hot Mix Asphalt Pavement (Handwork Greater than 40 Tons/Day)	2	TON	Bourne	1000										180.00			257.75		175.00						
Hot Mix Asphalt Pavement (Handwork Less than 40 Tons/Day)	3	TON	Bourne	1000										255.00			307.75								
Bituminous Concrete Excavation by Cold Planer	7	SY	Bourne	50000					1.59				1.95	3.00			2.99		2.75					1.78	
Cold Planed (Milled) Paving Joints	8	SY	Bourne	5000											60.00										
Asphalt-Rubber Surface Treatment (20% Rubber)	11	SY	Bourne	50000			5.39																		
Bituminous Pavement Repair Infra-Red Method	17	SY	Bourne	5000																					
Partial Depth Pavement Patch	18	SY	Bourne	10000											49.00		59.25								
Miscellaneous Pavement Patch	19	TON	Bourne	1000											285.00		400.00								
Cape Seal w/Single Stone Seal Surface Treatment	21	SY	Bourne	50000																				7.66	
Cape Seal w/Double Stone Seal Surface Treatment	22	SY	Bourne	50000																				9.94	
Thermoplastic Paint for 4" ReflectORIZED Lines	103	LF	Bourne	100000										0.4800											
Thermoplastic Paint for Stop Bars & Crosswalks	104	LF	Bourne	5000										2.7500											
Thermoplastic Paint for Arrows & Miscellaneous Markings	105	SF	Bourne	5000										4.0000											
Drainage Structure Adjusted	113	EA	Bourne	25											625.00									\$285.00	
Drainage Structure Rebuilt	114	EA	Bourne	25											785.00									\$400.00	
Hot Mix Asphalt Pavement (Loaded on Town Trucks)	200	TON	Bourne	2000		85.00	30								77.00	17.8		85.00		28					
Sand Borrow	201	TON	Bourne	2000																					
Loam Borrow	202	TON	Bourne	2000																					
1-1/2" Crushed Stone (Double Washed)	203	TON	Bourne	1000																					
3/4" Crushed Stone (Double Washed)	204	TON	Bourne	1000																					
3/8" Peastone (Double Washed)	205	TON	Bourne	500																					
1000 Gallon Precast Catch Basin	209	EA	Bourne	10		1,085.00																			
1000 Gallon Precast Leach Pit	210	EA	Bourne	10		800.00																			
4" Diameter Precast Catch Basin w/Offset Top	211	EA	Bourne	5		596.00																			
8" Frame and Cover w/1 inch vent hole	213	EA	Bourne	25																					
8" Frame and Grate Municipal Standard	214	EA	Bourne	25																					
12" Corrugated Plastic (Polyethylene) Pipe	217	LF	Bourne	200																					
Riprap	218	CY	Bourne	100																					
Hot Mix Asphalt Pavement (Machine Placed)	1	TON	Brewster	5000											115.00		122.72		135.00						
Hot Mix Asphalt Pavement (Handwork Greater than 40 Tons																									

Items	Item#	Unit	Town	Quantity	Estimated	Acme Shorey Precast	Aggregate Industries	All States Constructi on, Inc.	Bartlett Consolidat ed LLC	Black & Boucher, LLC	Cape Cod Aggregate s Corp.	Cape Cod Winwater Co.	Garry Asphalt Reclaiming	KS Corp	Lawrence-Lynch Corp	MARKING S INC.	MCE Dirtworks, Inc.	P J Keating Company	P.A. Landers, Inc.	Pavement Maintenance Systems Inc	R.J. GABRIEL CONST. CO. INC.	Rafferty Fine Grading, Inc.	Robert Childs Inc.	Sealcoating, Inc. d/b/a indus	murray paving & reclamation inc
						UnitPrice	ITEM2000	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice	UnitPrice
Steel-Backed Timber Guardrail	119	LF	Dennis	200					180.00																
Wooden Guardrail	120	LF	Dennis	200					55.00																
Granite Curb Type VB-Straight	121	LF	Dennis	750											65.00										
Pave Shield Pavement Sealing (1500 Square Yards or Greater)	123	SY	Dennis	6000																				2.32	
Pave Shield Pavement Sealing (Under 1500 Square Yards)	124	SY	Dennis	1000																				6.81	
Modified Asphalt-Fiber Crackfiller	125	GAL	Dennis	10000																				12.19	
Rubber Crackfiller	126	GAL	Dennis	1000																				20.64	
Hot Mix Asphalt Pavement (Loaded on Town Trucks)	200	TON	Dennis	500		85.00	1								77.00	40.1									
Sand Borrow	201	TON	Dennis	200							18.50									22.75				22.00	
Loam Borrow	202	TON	Dennis	500																28.50				17.00	
1-1/2" Crushed Stone (Double Washed)	203	TON	Dennis	500							32.00													34.00	
3/4" Crushed Stone (Double Washed)	204	TON	Dennis	500							34.00													32.50	
3/8" Peastone (Double Washed)	205	TON	Dennis	200							36.75													33.00	
3/4" Dense Graded Crushed Stone	206	TON	Dennis	1500							29.00													31.75	
Recycled Asphalt	207	TON	Dennis	1500			15.00	0.50			16.75													33.00	
4'x4' Precast Leaching Galley	208	EA	Dennis	20		370.00																		14.00	
1000 Gallon Precast Catch Basin	209	EA	Dennis	5		1,085.00																			
1000 Gallon Precast Leach Pit	210	EA	Dennis	10		800.00																			
4' Diameter Precast Catch Basin w/Offset Top	211	EA	Dennis	10		596.00																			
Precast Gutter Inlet	212	EA	Dennis	10		261.00																			
8" Frame and Cover w/1 inch vent hole	213	EA	Dennis	5									534.90												
8" Frame and Grate Municipal Standard	214	EA	Dennis	10									473.04												
12" Hood	215	EA	Dennis	10									258.89												
12" Reinforced Concrete Pipe	216	EA	Dennis	100																					
12" Corrugated Plastic (Polyethylene) Pipe	217	LF	Dennis	500									12.03												
Riprap	218	CY	Dennis	200																31.75				24.75	
Chlorinated Rubber Paint and Beads for 4" ReflectORIZED Lines	100	LF	Eastham	550000																					
Chlorinated Rubber Paint and Beads for Stop Bars & Crosswalks	101	LF	Eastham	2000																					
Drainage Structure Cleaning By Clamshell (w/o Disposal)	110	EA	Eastham	400																					
Loam Borrow	202	TON	Eastham	100																					
1-1/2" Crushed Stone (Double Washed)	203	TON	Eastham	100																					
3/4" Dense Graded Crushed Stone	206	TON	Eastham	100																					
1000 Gallon Precast Leach Pit	210	EA	Eastham	10		800.00																			
4' Diameter Precast Catch Basin w/Offset Top	211	EA	Eastham	10		596.00																			
Precast Gutter Inlet	212	EA	Eastham	10		261.00																			
8" Frame and Cover w/1 inch vent hole	213	EA	Eastham	10									534.90												
8" Frame and Grate Municipal Standard	214	EA	Eastham	10									473.04												
12" Hood	215	EA	Eastham	10									258.89												
12" Corrugated Plastic (Polyethylene) Pipe	217	LF	Eastham	100									12.03												
Hot Mix Asphalt Pavement (Machine Placed)	1	TON	Falmouth	5000																					
Hot Mix Asphalt Pavement (Handwork Greater than 40 Tons/Day)	2	TON	Falmouth	200																					
Hot Mix Asphalt Pavement (Handwork Less than 40 Tons/Day)	3	TON	Falmouth	200																					
Chlorinated Rubber Paint and Beads for 4" ReflectORIZED Lines	100	LF	Falmouth	700000																					
Chlorinated Rubber Paint and Beads for Stop Bars & Crosswalks	101	LF	Falmouth	10000																					
Chlorinated Rubber Paint and Beads for Arrows & Miscellaneous Markings	102	SF	Falmouth	2500																					
Pavement Marking Removal	107	SF	Falmouth	500																					
Drainage Structure Adjusted	113	EA	Falmouth	50																					
Drainage Structure Rebuilt	114	EA	Falmouth	25																					
Steel Beam Highway Guardrail (Single Faced/Wood Posts)	118	LF	Falmouth	500																					
Steel-Backed Timber Guardrail	119	LF	Falmouth	75																					
Wooden Guardrail	120	LF	Falmouth	200																					
Granite Curb Type VAA-Straight	122	LF	Falmouth	2000																					
Modified Asphalt-Fiber Crackfiller	125	GAL	Falmouth	500																					
Hot Mix Asphalt Pavement (Loaded on Town Trucks)	200	TON	Falmouth	350		85.00	25								77.00	1									15.02
Sand Borrow	201	TON	Falmouth	300							16.45				21.00										
Loam Borrow	202	TON	Falmouth	200																					
1-1/2" Crushed Stone (Double Washed)	203	TON	Falmouth	3000							29.00														
3/4" Crushed Stone (Double Washed)	204	TON	Falmouth	100							32.00														
3/4" Dense Graded Crushed Stone	206	TON	Falmouth	2500							29.00														
1000 Gallon Precast Catch Basin	209	EA	Falmouth	50		1,085.00																			
1000 Gallon Precast Leach Pit	210	EA	Falmouth	50		800.00																			
4' Diameter Precast Catch Basin w/Offset Top	211	EA	Falmouth	20		596.00																			
Precast Gutter Inlet	212	EA	Falmouth	10		261.00																			
8" Frame and Cover w/1 inch vent hole	213	EA	Falmouth	50									534.90												
8" Frame and Grate Municipal Standard	214	EA	Falmouth	50									473.04												
12" Hood	215	EA	Falmouth	25									258.89												
12" Corrugated Plastic (Polyethylene) Pipe	217	LF	Falmouth	300									12.03												
Riprap	218	CY	Falmouth	80																					
Hot Mix Asphalt Pavement (Machine Placed)	1	TON	Harwich	1000																					
Hot Mix Asphalt Pavement (Handwork Greater than 40 Tons/Day)	2	TON	Harwich	100																					
Hot Mix Asphalt Pavement (Handwork Less than 40 Tons/Day)	3	TON	Harwich	100																					
Bituminous Concrete Excavation by Cold Planer	7																								

Items	Item#	Unit	Town	Quantity	Estimated	Acme Shorey Precast Unit Price	Aggregate Industries Unit Price	ITEM2000 Unit Price	All States Construction, Inc. Unit Price	Bartlett Consolidated LLC Unit Price	Black & Boucher, LLC Unit Price	Cape Cod Aggregates Corp. Unit Price	Cape Cod Winwater Co. Unit Price	Garrity Asphalt Reclaiming Unit Price	K5 Corp Unit Price	Lawrence-Lynch Corp Unit Price	ITEM2000 Unit Price	MARKING S INC. Unit Price	MCE Dirtworks, Inc. Unit Price	P J Keating Company Unit Price	ITEM2000ONLY-Mile	P.A. Landers, Inc. Unit Price	Pavement Maintenance Systems Inc Unit Price	R.J. GABRIEL CONST. CO. INC. Unit Price	Rafferty Fine Grading, Inc. Unit Price	Robert Childs Inc. Unit Price	Sealcoating, Inc. d/b/a indus Unit Price	murray paving & reclamation inc Unit Price
1000 Gallon Precast Leach Pit	210	EA	Wellfleet	6		800.00																						
4" Diameter Precast Catch Basin w/Offset Top	211	EA	Wellfleet	4		596.00																						
Precast Gutter Inlet	212	EA	Wellfleet	6		261.00																						
8" Frame and Cover w/1 inch vent hole	213	EA	Wellfleet	6									534.90															
8" Frame and Grate Municipal Standard	214	EA	Wellfleet	6									473.04															
12" Hood	215	EA	Wellfleet	12									258.89															
12" Corrugated Plastic (Polyethylene) Pipe	217	LF	Wellfleet	500									12.03															
Steel Beam (Weathering) Highway Guardrail (Single Faced/Steel Posts)	115A	LF	Wellfleet	2000																								
Steel Beam (Weathering) Steel Post Highway Guardrail-Terminal End	117A	EA	Wellfleet	10						770.00																		
Hot Mix Asphalt Pavement (Machine Placed)	1	TON	Yarmouth	500												115.00			129.00		155.00							
Hot Mix Asphalt Pavement (Handwork Greater than 40 Tons/Day)	2	TON	Yarmouth	100												232.00			257.75		265.00					270.00		
Hot Mix Asphalt Pavement (Handwork Less than 40 Tons/Day)	3	TON	Yarmouth	120												290.00			308.00							270.00		
Bituminous Concrete Excavation by Cold Planer	7	SY	Yarmouth	3500							4.00			4.00		3.70			8.00		5.62							
Asphalt-Rubber Surface Treatment (20% Rubber)	11	SY	Yarmouth	20000				5.39																				
Asphalt-Rubber Surface Treatment (10% Rubber)	12	SY	Yarmouth	150000				4.39																				
Double Stone Seal Surface Treatment	14	SY	Yarmouth	30000				5.29																				
Porous Pavement Full Depth Construction	15	SY	Yarmouth	500												145.30			300.00									
Partial Depth Pavement Patch	18	SY	Yarmouth	1500												49.00			58.00							95.00		
Miscellaneous Pavement Patch	19	TON	Yarmouth	200												290.00										260.00		
Chlorinated Rubber Paint and Beads for 4" Reflectorized Lines	100	LF	Yarmouth	500000											0.0579				0.0590									
Chlorinated Rubber Paint and Beads for Stop Bars & Crosswalks	101	LF	Yarmouth	500											0.5800				0.5500									
Chlorinated Rubber Paint and Beads for Arrows & Miscellaneous Markings	102	SF	Yarmouth	500											2.0000				1.9500									
Pavement Marking Removal	107	SF	Yarmouth	500											1.0000				1.2500									
Drainage Structure Cleaning By Clamshell (w/Disposal)	109	EA	Yarmouth	10																				120.00				
Drainage Structure Cleaning By Clamshell (w/o Disposal)	110	EA	Yarmouth	100																				35.00				
Drainage Structure Cleaning By Vacuum Truck (w/o Disposal)	112	EA	Yarmouth	100																				185.00				
Drainage Structure Adjusted	113	EA	Yarmouth	15												660.00												
Drainage Structure Rebuilt	114	VF	Yarmouth	50												795.00												
Steel Beam (Weathering) Highway Guardrail (Single Faced/Wood Posts)	115	LF	Yarmouth	250						54.00																		
Steel Beam (Weathering) Highway Guardrail-Terminal End	117	EA	Yarmouth	20						770.00																		
Pave Shield Pavement Sealing (1500 Square Yards or Greater)	123	SY	Yarmouth	1500																							4.64	
Modified Asphalt-Fiber Crackfiller	125	GAL	Yarmouth	8000																							11.51	
Rubber Crackfiller	126	GAL	Yarmouth	2000																							18.85	
Hot Mix Asphalt Pavement (Loaded on Town Trucks)	200	TON	Yarmouth	500			85.00	5								77.00	36.2											
1-1/2" Crushed Stone (Double Washed)	203	TON	Yarmouth	500								30.00										31.50					34.00	
3/4" Crushed Stone (Double Washed)	204	TON	Yarmouth	50								32.00										32.50					33.00	
3/8" Peastone (Double Washed)	205	TON	Yarmouth	50								36.00										32.50					33.00	
3/4" Dense Graded Crushed Stone	206	TON	Yarmouth	500								26.50										30.25					22.50	
Recycled Asphalt	207	TON	Yarmouth	100			15.00	5.00				16.00										21.50					15.50	
1000 Gallon Precast Catch Basin	209	EA	Yarmouth	5			1,085.00																					
4" Diameter Precast Catch Basin w/Offset Top	211	EA	Yarmouth	5			596.00																					
Riprap	218	CV	Yarmouth	50																		30.50					24.75	

Warranty and Guarantee

6.1 CONTRACTOR warrants and guarantees to the County and the Towns that all Work will be in accordance with the Contract Documents and will not be DEFECTIVE. Prompt notice of all defects shall be given to CONTRACTOR. All DEFECTIVE Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

Access to Work

6.2 The County's or Town's representatives, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections

6.3 CONTRACTOR shall give each Town timely notice of readiness of the Work for all required inspections, tests or approvals. CONTRACTOR shall furnish written information to each Town stating the original sources of all materials manufactured away from the actual site of the Work. In order to insure a proper time sequence for required inspection and approval, this information shall be furnished at least two weeks in advance of the incorporation in the Work of any such materials.

6.4 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of a specific Town, it must, if requested by that Town, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given that Town timely notice of CONTRACTOR'S intention to cover the same and that Town has not acted with reasonable promptness in response to such notice.

6.5 Neither observations by the County or a Town, nor inspection, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

Two Year Correction Period

6.6 If within two (2) years after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be DEFECTIVE, CONTRACTOR shall promptly, without cost to the Town and in accordance with Town's written instructions, either correct such DEFECTIVE Work, or, if it has been rejected by the Town, remove it from the site and replace it with NONDEFECTIVE Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Town may have the DEFECTIVE Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous

service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

ARTICLE 7 – PAYMENT BONDS

7.1 CONTRACTOR shall furnish a Labor and Materials Bonds in an amount of 50% of the Contract Price as security for the faithful payment of all CONTRACTOR’S obligations under the Contract Documents. These Bonds shall remain in effect at least until two (2) years after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.2 If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 6.1, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which must be acceptable to the County and the Towns.

ARTICLE 8 – EFFECTIVE DATE

The Effective Date of the Agreement shall be the date that the County determines that the Contract is complete, signs the Agreement and forwards a Notice to Proceed to CONTRACTOR.

ARTICLE 9 - CHANGES IN THE WORK

9.1 The County or any Town, without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the County, Town or the Engineer as their duly authorized agent.

9.2 The Contract Sum and the Contract Time may be changed only by Change Order.

9.3 The cost or credit to the Town from a Change in the Work shall be determined by mutual agreement.

ARTICLE 10 - WAGE RATES

10.1 Full compliance with applicable federal, state and local wage laws is required on all Work done for any Town.

10.2 The County and Towns shall not be held liable should the CONTRACTOR fail to compensate any person(s) in accordance with the prevailing (minimum) wage rates included herein. The CONTRACTOR claims full responsibility to compensate the person(s) associated with the project accordingly and will assume any liability on behalf of the County and Towns, should a person(s) associated with the project file a claim pursuant to MGL Chapter 149.

10.3 The "work classifications" provided by the CONTRACTOR on the required "Weekly Payroll Report Form" shall exactly match the classifications provided in the "Minimum Wage Rates". Should the CONTRACTOR use an unlisted classification, it shall be the CONTRACTOR's responsibility to contact the Department of Labor and Industries in order to determine a matching classification or obtain minimum wage rate for the new classification.

ARTICLE 11 - ENGINEER

11.1 The Engineer (as designated by each Town) will provide general administration of the Contract and will be the Town's representative during the construction period.

11.2 The Engineer shall at all times have access to the Work wherever it is in preparation and progress.

11.3 The Engineer will make periodic visits to the site to become generally familiar with the progress and quality of the Work in accordance with the Contract Documents. On the basis of on-site observations by the Engineer, he will keep the Town informed of the progress of the Work, and will endeavor to guard the Town against defects and deficiencies in the Work of the CONTRACTOR. The Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents.

11.4 Based on such observations and the CONTRACTOR'S Application for Payment, the Engineer will determine the amounts owed to the CONTRACTOR.

11.5 The Engineer will be, in the first instance, the interpreter of the requirements of the Contract Documents.

11.6 The Engineer will have authority to reject Work which does not conform to the Contract Documents.

ARTICLE 12 - TERMINATION OF CONTRACT

The County and the Towns reserve the right to terminate this Contract or Services whenever it deems that the CONTRACTOR is in violation of laws, regulations and/or provisions of this Contract. Termination of a Contract or Services by any Town shall not invalidate or alter the terms of a similar Contract or Services with any other Town.

ARTICLE 13 – MISCELLANEOUS

13.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, moneys that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.2 The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

13.3 This CONTRACT shall be deemed to include all terms and requirements imposed by laws related to the performance of the Work on the Project or Services.

13.4 This is not an exclusive contract to provide services or materials to the County and Towns. The County and Towns reserve the right to contract for similar services or materials.

PREVAILING WAGES



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

Prevailing Wage Rates

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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Barnstable County
Contract Number: 7958 **City/Town:** BARNSTABLE
Description of Work: Barnstable County on behalf of the Towns in the County requests bids from qualified contractors for Road Construction, Items, and Materials.
Job Location: Varies

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
 - An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
 - The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
 - All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
 - The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
 - Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
 - Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
 - Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
 - Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> For apprentice rates see "Apprentice- LABORER (Heavy and Highway)	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEW BEDFORD)</i>	08/01/2021	\$57.15	\$11.39	\$22.25	\$0.00	\$90.79
	02/01/2022	\$57.74	\$11.39	\$22.25	\$0.00	\$91.38

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.58	\$11.39	\$22.25	\$0.00	\$62.22
2	60	\$34.29	\$11.39	\$22.25	\$0.00	\$67.93
3	70	\$40.01	\$11.39	\$22.25	\$0.00	\$73.65
4	80	\$45.72	\$11.39	\$22.25	\$0.00	\$79.36
5	90	\$51.44	\$11.39	\$22.25	\$0.00	\$85.08

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.87	\$11.39	\$22.25	\$0.00	\$62.51
2	60	\$34.64	\$11.39	\$22.25	\$0.00	\$68.28
3	70	\$40.42	\$11.39	\$22.25	\$0.00	\$74.06
4	80	\$46.19	\$11.39	\$22.25	\$0.00	\$79.83
5	90	\$51.97	\$11.39	\$22.25	\$0.00	\$85.61

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
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For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2021	\$44.18	\$8.58	\$19.82	\$0.00	\$72.58
	03/01/2022	\$44.78	\$8.58	\$19.82	\$0.00	\$73.18
	09/01/2022	\$45.43	\$8.58	\$19.82	\$0.00	\$73.83
	03/01/2023	\$46.03	\$8.58	\$19.82	\$0.00	\$74.43

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.09	\$8.58	\$1.73	\$0.00	\$32.40
2	60	\$26.51	\$8.58	\$1.73	\$0.00	\$36.82
3	70	\$30.93	\$8.58	\$14.63	\$0.00	\$54.14
4	75	\$33.14	\$8.58	\$14.63	\$0.00	\$56.35
5	80	\$35.34	\$8.58	\$16.36	\$0.00	\$60.28
6	80	\$35.34	\$8.58	\$16.36	\$0.00	\$60.28
7	90	\$39.76	\$8.58	\$18.09	\$0.00	\$66.43
8	90	\$39.76	\$8.58	\$18.09	\$0.00	\$66.43

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.39	\$8.58	\$1.73	\$0.00	\$32.70
2	60	\$26.87	\$8.58	\$1.73	\$0.00	\$37.18
3	70	\$31.35	\$8.58	\$14.63	\$0.00	\$54.56
4	75	\$33.59	\$8.58	\$14.63	\$0.00	\$56.80
5	80	\$35.82	\$8.58	\$16.36	\$0.00	\$60.76
6	80	\$35.82	\$8.58	\$16.36	\$0.00	\$60.76
7	90	\$40.30	\$8.58	\$18.09	\$0.00	\$66.97
8	90	\$40.30	\$8.58	\$18.09	\$0.00	\$66.97

Notes:
 % Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$30.19/ 3&4 \$36.28/ 5&6 \$55.87/ 7&8 \$62.01

Apprentice to Journeyworker Ratio:1:5

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

All Aspects of New Wood Frame Work

Classification **Effective Date** **Base Wage** **Health** **Pension** **Supplemental Unemployment** **Total Rate**

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2021

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

Effective Date - 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
2	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
3	65	\$15.38	\$7.21	\$0.00	\$0.00	\$22.59
4	70	\$16.56	\$7.21	\$0.00	\$0.00	\$23.77
5	75	\$17.75	\$7.21	\$3.80	\$0.00	\$28.76
6	80	\$18.93	\$7.21	\$3.80	\$0.00	\$29.94
7	85	\$20.11	\$7.21	\$3.80	\$0.00	\$31.12
8	90	\$21.29	\$7.21	\$3.80	\$0.00	\$32.30

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.63/ 3&4 \$19.95/ 5&6 \$27.22/ 7&8 \$29.54

Apprentice to Journeyworker Ratio:1:5

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

Effective Date - 01/01/2020

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

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$52.38	\$14.00	\$16.05	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ELECTRICIAN - Local 223						
Effective Date - 09/01/2020						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.46	\$10.90	\$0.52	\$0.00	\$28.88
2	45	\$19.65	\$10.90	\$0.59	\$0.00	\$31.14
3	50	\$21.83	\$10.90	\$0.65	\$0.00	\$33.38
4	55	\$24.01	\$10.90	\$6.28	\$0.00	\$41.19
5	60	\$26.20	\$10.90	\$6.77	\$0.00	\$43.87
6	65	\$28.38	\$10.90	\$7.24	\$0.00	\$46.52
7	70	\$30.56	\$10.90	\$7.73	\$0.00	\$49.19
8	75	\$32.75	\$10.90	\$8.21	\$0.00	\$51.86

Notes:

Apprentice to Journeyworker Ratio:2:3***

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

Effective Date - 01/01/2022

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

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2021	\$46.53	\$13.75	\$15.80	\$0.00	\$76.08
	05/01/2022	\$47.86	\$13.75	\$15.80	\$0.00	\$77.41

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2021	\$48.06	\$13.75	\$15.80	\$0.00	\$77.61
	05/01/2022	\$49.22	\$13.75	\$15.80	\$0.00	\$78.77

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2021	\$23.16	\$13.75	\$15.80	\$0.00	\$52.71
	05/01/2022	\$23.83	\$13.75	\$15.80	\$0.00	\$53.38

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 223</i>	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$41.76	\$14.00	\$16.05	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$24.50	\$9.10	\$16.64	\$0.00	\$50.24
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	09/01/2021	\$47.07	\$8.58	\$20.12	\$0.00	\$75.77
	03/01/2022	\$47.87	\$8.58	\$20.12	\$0.00	\$76.57

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.54	\$8.58	\$1.79	\$0.00	\$33.91
2	55	\$25.89	\$8.58	\$1.79	\$0.00	\$36.26
3	60	\$28.24	\$8.58	\$14.75	\$0.00	\$51.57
4	65	\$30.60	\$8.58	\$14.75	\$0.00	\$53.93
5	70	\$32.95	\$8.58	\$16.54	\$0.00	\$58.07
6	75	\$35.30	\$8.58	\$16.54	\$0.00	\$60.42
7	80	\$37.66	\$8.58	\$18.33	\$0.00	\$64.57
8	85	\$40.01	\$8.58	\$18.33	\$0.00	\$66.92

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.94	\$8.58	\$1.79	\$0.00	\$34.31
2	55	\$26.33	\$8.58	\$1.79	\$0.00	\$36.70
3	60	\$28.72	\$8.58	\$14.75	\$0.00	\$52.05
4	65	\$31.12	\$8.58	\$14.75	\$0.00	\$54.45
5	70	\$33.51	\$8.58	\$16.54	\$0.00	\$58.63
6	75	\$35.90	\$8.58	\$16.54	\$0.00	\$61.02
7	80	\$38.30	\$8.58	\$18.33	\$0.00	\$65.21
8	85	\$40.69	\$8.58	\$18.33	\$0.00	\$67.60

Notes: Steps are 750 hrs.
% After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
Step 1&2 \$31.55/ 3&4 \$37.99/ 5&6 \$58.07/ 7&8 \$64.57

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i>	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:3

HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.26	\$14.00	\$0.00	\$0.00	\$42.26
2	60	\$30.83	\$14.00	\$16.05	\$0.00	\$60.88
3	65	\$33.40	\$14.00	\$16.05	\$0.00	\$63.45
4	70	\$35.97	\$14.00	\$16.05	\$0.00	\$66.02
5	75	\$38.54	\$14.00	\$16.05	\$0.00	\$68.59
6	80	\$41.10	\$14.00	\$16.05	\$0.00	\$71.15
7	85	\$43.67	\$14.00	\$16.05	\$0.00	\$73.72
8	90	\$46.24	\$14.00	\$16.05	\$0.00	\$76.29

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - B</i>	10/01/2021	\$37.91	\$13.65	\$17.15	\$2.06	\$70.77
	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - B</i>	10/01/2021	\$37.91	\$13.65	\$17.15	\$2.06	\$70.77
	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	09/01/2021	\$46.50	\$13.80	\$17.14	\$0.00	\$77.44
	09/01/2022	\$48.95	\$13.80	\$17.14	\$0.00	\$79.89

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Southern MA

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.25	\$13.80	\$12.42	\$0.00	\$49.47
2	60	\$27.90	\$13.80	\$13.36	\$0.00	\$55.06
3	70	\$32.55	\$13.80	\$14.31	\$0.00	\$60.66
4	80	\$37.20	\$13.80	\$15.25	\$0.00	\$66.25

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.48	\$13.80	\$12.42	\$0.00	\$50.70
2	60	\$29.37	\$13.80	\$13.36	\$0.00	\$56.53
3	70	\$34.27	\$13.80	\$14.31	\$0.00	\$62.38
4	80	\$39.16	\$13.80	\$15.25	\$0.00	\$68.21

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 37</i>	03/16/2021	\$42.46	\$7.70	\$17.10	\$0.00	\$67.26
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - IRONWORKER - Local 37

Effective Date - 03/16/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$29.72	\$7.70	\$17.10	\$0.00	\$54.52
2	75	\$31.85	\$7.70	\$17.10	\$0.00	\$56.65
3	80	\$33.97	\$7.70	\$17.10	\$0.00	\$58.77
4	85	\$36.09	\$7.70	\$17.10	\$0.00	\$60.89
5	90	\$38.21	\$7.70	\$17.10	\$0.00	\$63.01
6	95	\$40.34	\$7.70	\$17.10	\$0.00	\$65.14

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
<i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

LABORER	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
<i>LABORERS - ZONE 2</i>	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61

Effective Date - 06/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.79	\$9.10	\$16.64	\$0.00	\$47.53
2	70	\$25.42	\$9.10	\$16.64	\$0.00	\$51.16
3	80	\$29.05	\$9.10	\$16.64	\$0.00	\$54.79
4	90	\$32.68	\$9.10	\$16.64	\$0.00	\$58.42

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.50	\$9.10	\$16.70	\$0.00	\$61.30
	06/01/2022	\$36.40	\$9.10	\$16.70	\$0.00	\$62.20
	12/01/2022	\$37.25	\$9.10	\$16.70	\$0.00	\$63.05
	06/01/2023	\$38.15	\$9.10	\$16.70	\$0.00	\$63.95
	12/01/2023	\$39.05	\$9.10	\$16.70	\$0.00	\$64.85

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2021	\$43.69	\$11.39	\$20.30	\$0.00	\$75.38
	02/01/2022	\$44.16	\$11.39	\$20.30	\$0.00	\$75.85

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

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.30	\$0.00	\$53.54
2	60	\$26.21	\$11.39	\$20.30	\$0.00	\$57.90
3	70	\$30.58	\$11.39	\$20.30	\$0.00	\$62.27
4	80	\$34.95	\$11.39	\$20.30	\$0.00	\$66.64
5	90	\$39.32	\$11.39	\$20.30	\$0.00	\$71.01

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.08	\$11.39	\$20.30	\$0.00	\$53.77
2	60	\$26.50	\$11.39	\$20.30	\$0.00	\$58.19
3	70	\$30.91	\$11.39	\$20.30	\$0.00	\$62.60
4	80	\$35.33	\$11.39	\$20.30	\$0.00	\$67.02
5	90	\$39.74	\$11.39	\$20.30	\$0.00	\$71.43

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2021	\$57.17	\$11.39	\$22.24	\$0.00	\$90.80
	02/01/2022	\$57.74	\$11.39	\$22.24	\$0.00	\$91.37

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.24	\$0.00	\$62.22
2	60	\$34.30	\$11.39	\$22.24	\$0.00	\$67.93
3	70	\$40.02	\$11.39	\$22.24	\$0.00	\$73.65
4	80	\$45.74	\$11.39	\$22.24	\$0.00	\$79.37
5	90	\$51.45	\$11.39	\$22.24	\$0.00	\$85.08

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.87	\$11.39	\$22.24	\$0.00	\$62.50
2	60	\$34.64	\$11.39	\$22.24	\$0.00	\$68.27
3	70	\$40.42	\$11.39	\$22.24	\$0.00	\$74.05
4	80	\$46.19	\$11.39	\$22.24	\$0.00	\$79.82
5	90	\$51.97	\$11.39	\$22.24	\$0.00	\$85.60

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	01/03/2022	\$40.67	\$8.58	\$21.57	\$0.00	\$70.82
	01/02/2023	\$41.92	\$8.58	\$21.57	\$0.00	\$72.07

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MILLWRIGHT - Local 1121 Zone 2						
Effective Date - 01/03/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.37	\$8.58	\$5.72	\$0.00	\$36.67
2	65	\$26.44	\$8.58	\$17.93	\$0.00	\$52.95
3	75	\$30.50	\$8.58	\$18.98	\$0.00	\$58.06
4	85	\$34.57	\$8.58	\$20.01	\$0.00	\$63.16
Effective Date - 01/02/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.06	\$8.58	\$5.72	\$0.00	\$37.36
2	65	\$27.25	\$8.58	\$17.93	\$0.00	\$53.76
3	75	\$31.44	\$8.58	\$18.98	\$0.00	\$59.00
4	85	\$35.63	\$8.58	\$20.01	\$0.00	\$64.22
Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66) Steps are 2,000 hours						
Apprentice to Journeyworker Ratio:1:4						
MORTAR MIXER LABORERS - ZONE 2	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$23.48	\$14.00	\$16.05	\$0.00	\$53.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$28.44	\$14.00	\$16.05	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
Painter (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.61	\$8.65	\$0.00	\$0.00	\$29.26
2	55	\$22.67	\$8.65	\$6.27	\$0.00	\$37.59
3	60	\$24.73	\$8.65	\$6.84	\$0.00	\$40.22
4	65	\$26.79	\$8.65	\$7.41	\$0.00	\$42.85
5	70	\$28.85	\$8.65	\$19.63	\$0.00	\$57.13
6	75	\$30.92	\$8.65	\$20.20	\$0.00	\$59.77
7	80	\$32.98	\$8.65	\$20.77	\$0.00	\$62.40
8	90	\$37.10	\$8.65	\$21.91	\$0.00	\$67.66

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.21	\$8.65	\$0.00	\$0.00	\$29.86
2	55	\$23.33	\$8.65	\$6.27	\$0.00	\$38.25
3	60	\$25.45	\$8.65	\$6.84	\$0.00	\$40.94
4	65	\$27.57	\$8.65	\$7.41	\$0.00	\$43.63
5	70	\$29.69	\$8.65	\$19.63	\$0.00	\$57.97
6	75	\$31.82	\$8.65	\$20.20	\$0.00	\$60.67
7	80	\$33.94	\$8.65	\$20.77	\$0.00	\$63.36
8	90	\$38.18	\$8.65	\$21.91	\$0.00	\$68.74

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 08/01/2020

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

Notes: Apprentice wages shall be no less than the following Steps;
 (Same as set in Zone 1)
 1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
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Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 08/30/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.60	\$10.15	\$2.50	\$0.00	\$31.25
2	50	\$23.25	\$10.15	\$2.50	\$0.00	\$35.90
3	60	\$27.89	\$10.15	\$8.80	\$0.00	\$46.84
4	70	\$32.54	\$10.15	\$14.08	\$0.00	\$56.77
5	80	\$37.19	\$10.15	\$17.60	\$0.00	\$64.94

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

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
	06/01/2022	\$37.31	\$9.10	\$16.64	\$0.00	\$63.05
	12/01/2022	\$38.16	\$9.10	\$16.64	\$0.00	\$63.90
	06/01/2023	\$39.06	\$9.10	\$16.64	\$0.00	\$64.80
	12/01/2023	\$39.96	\$9.10	\$16.64	\$0.00	\$65.70
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 653 - Southeastern Concrete (Weymouth)</i>	08/01/2021	\$24.00	\$12.91	\$6.90	\$0.00	\$43.81
	05/01/2022	\$24.50	\$12.91	\$6.90	\$0.00	\$44.31
	08/01/2022	\$24.50	\$13.41	\$6.90	\$0.00	\$44.81
	05/01/2023	\$25.00	\$13.41	\$6.90	\$0.00	\$45.31
	08/01/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$45.81
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2021	\$47.03	\$12.28	\$18.15	\$0.00	\$77.46
	02/01/2022	\$48.46	\$12.28	\$18.15	\$0.00	\$78.89

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ROOFER - Local 33						
Effective Date - 08/01/2021						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.52	\$12.28	\$4.56	\$0.00	\$40.36
2	60	\$28.22	\$12.28	\$18.15	\$0.00	\$58.65
3	65	\$30.57	\$12.28	\$18.15	\$0.00	\$61.00
4	75	\$35.27	\$12.28	\$18.15	\$0.00	\$65.70
5	85	\$39.98	\$12.28	\$18.15	\$0.00	\$70.41
Effective Date - 02/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.23	\$12.28	\$4.56	\$0.00	\$41.07
2	60	\$29.08	\$12.28	\$18.15	\$0.00	\$59.51
3	65	\$31.50	\$12.28	\$18.15	\$0.00	\$61.93
4	75	\$36.35	\$12.28	\$18.15	\$0.00	\$66.78
5	85	\$41.19	\$12.28	\$18.15	\$0.00	\$71.62
<div style="border: 1px dashed black; padding: 5px;"> <p>Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs. (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)</p> </div>						
Apprentice to Journeyworker Ratio:**						
ROOFER SLATE / TILE / PRECAST CONCRETE	08/01/2021	\$47.28	\$12.28	\$18.15	\$0.00	\$77.71
ROOFERS LOCAL 33	02/01/2022	\$48.71	\$12.28	\$18.15	\$0.00	\$79.14
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER	10/01/2021	\$37.91	\$13.65	\$17.15	\$2.06	\$70.77
SHEETMETAL WORKERS LOCAL 17 - B	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - SHEET METAL WORKER - Local 17-B

Effective Date - 10/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.16	\$13.65	\$4.02	\$0.98	\$33.81
2	45	\$17.06	\$13.65	\$4.52	\$1.06	\$36.29
3	50	\$18.96	\$13.65	\$11.08	\$1.31	\$45.00
4	55	\$20.85	\$13.65	\$11.08	\$1.37	\$46.95
5	60	\$22.75	\$13.65	\$14.12	\$1.52	\$52.04
6	65	\$24.64	\$13.65	\$14.38	\$1.58	\$54.25
7	70	\$26.54	\$13.65	\$14.63	\$1.64	\$56.46
8	75	\$28.43	\$13.65	\$14.88	\$1.71	\$58.67
9	80	\$30.33	\$13.65	\$15.14	\$1.77	\$60.89
10	85	\$32.22	\$13.65	\$15.39	\$1.84	\$63.10

Effective Date - 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.56	\$13.65	\$4.02	\$1.00	\$34.23
2	45	\$17.51	\$13.65	\$4.52	\$1.07	\$36.75
3	50	\$19.46	\$13.65	\$11.08	\$1.33	\$45.52
4	55	\$21.40	\$13.65	\$11.08	\$1.38	\$47.51
5	60	\$23.35	\$13.65	\$14.12	\$1.53	\$52.65
6	65	\$25.29	\$13.65	\$14.38	\$1.60	\$54.92
7	70	\$27.24	\$13.65	\$14.63	\$1.67	\$57.19
8	75	\$29.18	\$13.65	\$14.88	\$1.73	\$59.44
9	80	\$31.13	\$13.65	\$15.14	\$1.80	\$61.72
10	85	\$33.07	\$13.65	\$15.39	\$1.86	\$63.97

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2</i>	03/01/2021	\$56.21	\$10.00	\$21.25	\$0.00	\$87.46

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.67	\$10.00	\$11.99	\$0.00	\$41.66
2	40	\$22.48	\$10.00	\$12.70	\$0.00	\$45.18
3	45	\$25.29	\$10.00	\$13.41	\$0.00	\$48.70
4	50	\$28.11	\$10.00	\$14.13	\$0.00	\$52.24
5	55	\$30.92	\$10.00	\$14.84	\$0.00	\$55.76
6	60	\$33.73	\$10.00	\$15.55	\$0.00	\$59.28
7	65	\$36.54	\$10.00	\$16.26	\$0.00	\$62.80
8	70	\$39.35	\$10.00	\$16.98	\$0.00	\$66.33
9	75	\$42.16	\$10.00	\$17.69	\$0.00	\$69.85
10	80	\$44.97	\$10.00	\$18.40	\$0.00	\$73.37

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

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2020

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

Notes: See Electrician Apprentice Wages
Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3***

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2021	\$56.09	\$11.39	\$22.25	\$0.00	\$89.73
	02/01/2022	\$56.68	\$11.39	\$22.25	\$0.00	\$90.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.25	\$0.00	\$61.69
2	60	\$33.65	\$11.39	\$22.25	\$0.00	\$67.29
3	70	\$39.26	\$11.39	\$22.25	\$0.00	\$72.90
4	80	\$44.87	\$11.39	\$22.25	\$0.00	\$78.51
5	90	\$50.48	\$11.39	\$22.25	\$0.00	\$84.12

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.34	\$11.39	\$22.25	\$0.00	\$61.98
2	60	\$34.01	\$11.39	\$22.25	\$0.00	\$67.65
3	70	\$39.68	\$11.39	\$22.25	\$0.00	\$73.32
4	80	\$45.34	\$11.39	\$22.25	\$0.00	\$78.98
5	90	\$51.01	\$11.39	\$22.25	\$0.00	\$84.65

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$55.41	\$9.10	\$18.17	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$45.48	\$9.10	\$18.17	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$47.48	\$9.10	\$18.17	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$29.67	\$9.25	\$1.89	\$0.00	\$40.81
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$10.27	\$0.00	\$61.55
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$34.62	\$9.25	\$10.07	\$0.00	\$53.94
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$14.35	\$0.00	\$65.63
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$22.25	\$9.25	\$1.82	\$0.00	\$33.32
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 08/30/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.67	\$9.25	\$3.39	\$0.00	\$42.31
2	65	\$32.14	\$9.25	\$3.46	\$0.00	\$44.85
3	70	\$34.62	\$9.25	\$3.54	\$0.00	\$47.41
4	75	\$37.09	\$9.25	\$5.11	\$0.00	\$51.45
5	80	\$39.56	\$9.25	\$5.19	\$0.00	\$54.00
6	85	\$42.03	\$9.25	\$5.26	\$0.00	\$56.54
7	90	\$44.51	\$9.25	\$7.34	\$0.00	\$61.10

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

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SCOPE OF WORK

Barnstable County on behalf of the Towns in the County requests bids from qualified contractors for Miscellaneous Public Works and Roadway Materials.

The Work under this Contract consists of providing various materials as described herein to the Towns of Barnstable, Brewster, Dennis, Eastham, Falmouth, Harwich, Orleans, Sandwich, Wellfleet and Yarmouth through an Agreement with the County of Barnstable.

All Work done under this Contract shall be in conformance with the 1988 Massachusetts Highway Department (MassDOT) Standard Specifications for Highways and Bridges, the Supplemental Specifications, the 2005 Standard Special Provisions, the 2010 Construction Standard Details, and the 2009 Manual on Uniform Traffic Control Devices, all as amended, and these Special Provisions. The General Conditions and Special Provisions shall take precedence over the General Requirements of the Standard Specifications.

Bidders may wish to contact each Town to obtain actual quantities purchased during prior years. Bidders may bid on any or all items for any or all Towns. Bid selection will be by each item and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

WORK SCHEDULE

The Contractor shall commence Work within ten (10) working days of receiving a Notice to Proceed from the Owner. If the Contractor cannot begin work within the ten (10) working days, that Owner may order such services from such contractors as are available, and the Contractor shall reimburse that Owner for all expenses incurred above the Contract Price. When needing work completed for any items that will be awarded to the two (2) lowest bidders, each Town shall first forward by e-mail or fax a Notice to Proceed to the lower of the two lowest bidders. If the lowest bidder does not schedule the work requested within forty-eight (48) hours of receiving the Notice to Proceed and/or cannot begin (and remain at) work within ten (10) working days, then the Town shall have the right to forward a Notice to Proceed to the second low bidder.

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

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

OSHA REQUIREMENT

Any employee found on the worksite without documentation of the successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal. OSHA certifications must be submitted with the certified payrolls for all workers during the first week they work on a project.

PROGRESS OF WORK

The Contractor shall promptly start and continue actual construction work under this Contract with the necessary equipment to properly execute and complete this Contract in the specified time. No cessation of

Contractor's operations will be allowed without the approval of the Engineer. The rate of progress shall be satisfactory to that Town and the Engineer. The Contractor shall furnish to the Engineer a schedule for the Work prior to the start of construction.

CONTRACT DOCUMENTS IN THE FIELD

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

POLICE SERVICES

Each Town shall provide all Town police services at no cost to the Contractor to direct traffic when such protection is required by that Town's Police Department. The Contractor shall be solely responsible for contacting and scheduling police services with the Police Department. If the Contractor must cancel police services, he must do so within the time limits set by the Police Department. If the Contractor does not cancel police services within the time limits, then Contractor shall be responsible to promptly pay the minimum required amount.

PUBLIC SAFETY AND CONVENIENCE

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

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

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

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

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

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

CLEANUP

Cleanup shall be done on a daily basis. At the end of each working period, the Contractor shall completely backfill all holes and trenches, and remove all equipment from the traveled way. The

Contractor shall ensure that all safety marking and warning devices are satisfactorily in place prior to leaving any job.

During the course of the Work, the Contractor shall keep the site of his operations in as clean and neat condition as is possible. He shall dispose of all residue resulting from the construction work and, at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber,

equipment, temporary structures, and any other refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

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

EMERGENCY CONTACTS

The Contractor shall maintain a 24-hour, 7-day a week telephone service and a local facility to handle emergency requirements such as settled trenches, clogged drains, rain damage, work zone safety issues, etc. A list of personnel (minimum of two) and their telephone numbers shall be submitted to the Engineer, the Highway Superintendent (or his designee), the Public Works Director and to the local Police and Fire Departments. This requirement shall apply during the entire length of the Project. or Service for each Town where work is being completed. This list shall be submitted on the Contractor's letterhead and shall state that

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

DIGSAFE

The Contractor shall notify "Mass. DIG SAFE" and the Local Water Department or District and procure a DIG SAFE number of each location prior to disturbing ground in any way.

"DIG-SAFE" Call Center: Telephone 1-888-344-7233

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

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

PROTECTION OF UTILITIES AND PROPERTY

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures

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

If, as the Work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Engineer, to do the Work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Engineer will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

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

PROVISIONS FOR TRAVEL AND PROSECUTION OF THE WORK

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

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

WORK DONE BY OTHERS

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

DISPOSAL OF SURPLUS MATERIALS

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

COMPACTION

Compaction of filled areas under pavement (no matter what type of fill material) shall be completed in 6" lifts. Compaction of filled areas elsewhere (no matter what type of fill material) shall be completed in 12" lifts. Appropriate compaction equipment shall be used.

PROPERTY BOUNDS

Any bounds or markers flagged by a Town and disturbed by the Contractor shall be replaced utilizing the services of a Registered Land Surveyor. The cost of replacing flagged bounds or markers disturbed by the Contractor's operations shall be at the Contractor's expense.

WEIGHING

All materials requiring payment by weight shall be weighed at a certified scale prior to delivery and the weigh slips shall be delivered to and signed by a Town representative. Each Town may provide use of its scale and require gross weights and vehicle tare weights verified at time of delivery.

DELIVERY OF ROADWAY MATERIALS

The vendor shall furnish manufacturer's certification that the materials conform to the specifications. All material shall be delivered to and off loaded at each Town's Highway Division yard or to a mutually agreeable site, except Hot Mix Asphalt which shall be loaded on Town trucks at the plant. All costs of transportation shall be included in the prices bid. If, at any time, the materials delivered are found to be sub-standard, the vendor shall be responsible for removing the offending material at their cost, within ten (10) working days after receiving notification from the Town.

All deliveries shall be made during each Town's normal business hours, Monday through Friday (except legal holidays), and in the presence of an authorized Town employee or agent.

Delivery shall be immediate unless the item is out of stock or not normally stocked, then the vendor shall notify the Town and shall make delivery within ten (10) days.

If at any time the vendor is unable to furnish materials or services as ordered by a Town:

- * The vendor shall be obligated to obtain delivery from another supplier and will in turn invoice the Town at the price specified in the Contract, or
- * The Town may order such materials or services from such places as are available, and the vendor shall reimburse the Town for all expenses incurred above the Contract price.

If services of the vendor are subsequently deemed to be unsatisfactory to any Town and/or are in violation of these specifications, a Town shall notify the said vendor in writing. If mutually agreeable arrangements cannot be achieved between the Town and the vendor, the terms of the Contract for that Town will be terminated. Notice of termination will be in writing and notification will be sent by registered or certified mail. Termination will become effective three (3) days after mailing said notification. Termination of a Contract by any Town shall not invalidate or alter the terms of a similar Contract with any other Town.

The vendor receiving an award shall, at no expense to any Town, adhere to Massachusetts General Law Chapter 111F - "Right to Know Law" as it shall apply to the items contained in the award notice.

PRICE ADJUSTMENTS

The Massachusetts Department of Transportation (MassDOT) method for calculating price adjustments due to cost fluctuations in liquid asphalt, Portland cement, diesel fuel, gasoline, and structural steel shall apply to this bid.

Liquid asphalt (variance from base price of 5% or more) adjustment will be allowed for Bid Item Numbers: 1-4, and 9-16, 18, 19, 21 and 22. Diesel fuel (variance from base price of 5% or more) adjustment will be allowed for Bid Item Numbers: 1-4, and 9-16, 18, 19, 21 and 22. Gasoline (variance from base price of 5% or more) adjustment will be allowed for Bid Item Numbers: 5-8.

The Liquid Asphalt adjustment shall apply to Hot Mix Asphalt (Loaded on Town Trucks) on orders greater than 100 tons where the adjustment results in a change in the Unit Price of 5% or more. No other adjustments will be made to the remaining bid items.

MASSDOT procedures shall be used to determine the adjustments, except as noted herein. The price adjustments shall be based on the difference between the "base price" and the "order price". The "base price" shall be determined from the most recent MASSDOT published liquid asphalt, diesel fuel, gasoline, Portland cement, or steel price that precedes the bid date. The "order price" shall be the most recent published MASSDOT liquid asphalt, diesel fuel, gasoline, Portland cement, or steel price available on the day that the item is placed. A Town ordering work shall be provided with only one (1) invoice for each project. This invoice shall include the name of the item(s) installed, the quantity installed, the original unit bid price(s), and the price adjustment(s) (including back-up information such as calculations, MASSDOT publication) for each project. A second invoice for the adjustment(s) submitted at a later date shall not be acceptable. The base bid pricing shall be the price posted on the MassDOT Website for the month of **December 2021** as follows:

Base Bid Price Liquid Asphalt (Ton): 625.00

Base Bid Price Diesel (Gallon): TBD

Base Bid Price Gasoline (Gallon): TBD

TWO LOWEST BIDDERS

It is the intent to award a contract to the two (2) lowest, qualified, responsible, and responsive bidders for Bid Items 1-7, 18, 19, and 115 to 122. When needing work completed for each of these items, each Town shall first forward by e-mail or fax a Notice to Proceed to the lower of the two lowest bidders. If the lowest bidder does not schedule the work requested within forty-eight (48) hours of receiving the Notice to Proceed and/or cannot begin (and remain at) work within ten (10) working days, then the Town shall have the right to forward a Notice to Proceed to the second low bidder.

TIED BIDS

In the case of tied bids, the County tied bid policy will be used to determine the awarded bidder.

MASSDOT PREQUALIFICATION

The Towns presently intend to use Chapter 90 (State) funds to finance some of the bid items. Items noted in the Bid Table require vendors to be prequalified by Massachusetts Department of Transportation (MassDOT). Vendors who are not on the MA Highway list of pre-qualified bidders cannot be awarded bids for these items. Only bidders whose companies name appears on the MassDOT list of certified bidders will be awarded bids for the items identified on the bid form.

NOTE: For all paving, no separate payments will be made to mobilize to different locations.

Item No. 1 : HOT MIX ASPHALT PAVEMENT, MACHINE PLACED

The Work shall include the furnishing and placement of top course, binder course, and/or levelling course for new pavements and existing pavement overlays by self-powered mechanical pavers. Any Town may specify any job - mix formula from Section M3.11.00 of the Standard Specifications.

A tack coat of liquid bituminous material (RS-1 or equal) shall be furnished and applied to existing pavements at the rate of 0.10 gallon per square yard immediately prior to placement of pavement overlay and the cost shall be included in the unit price bid. The tack coat shall be machine applied and sprayed uniformly. Hand application will not be allowed.

When bituminous concrete berm (Cape Cod berm) is required, the Work shall also include the berm construction and the cost shall be included in the unit price bid.

If requested by the Town, Contractor shall provide and install Mass Highway approved temporary pavement markings at no additional cost to the Town.

The measured quantity will be paid for at the Contract unit price per ton, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work. Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

Item Nos. 2 & 3: HOT MIX ASPHALT PAVEMENT, HANDWORK

The Work shall include the furnishing and placement of top course and binder course material by mechanical and hand methods for sidewalk resurfacing, berm, driveway, aprons, and other construction. Any Town may specify any job - mix formula from Section M3.11.00 of the Standard Specifications.

A tack coat of liquid bituminous material (RS-1 or equal) shall be applied to existing pavements at the rate of 0.10 gallon per square yard immediately prior to placement of pavement and the cost shall be included in the unit price bid.

The measured quantity will be paid for at the Contract unit price per ton, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work. Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

Item No. 4: HOT MIX ASPHALT SHIM

This work consists of the skilled placement of hot mix asphalt in irregularly shaped areas of various thicknesses in order to restore roadway profiles or cross-section. Typical HMA placement will be where the shimming will vary in thickness from 0.0" to 2". The contractor shall be prepared to drag the screed of their

paver and rake edges as necessary to place the mix in areas designated by the town. To obtain this rate mix placement at multiple locations may be required.

Mix and mix placement shall be in conformance with Mass DOT *Standard specifications for Highways and Bridges*.

The intent of this item is that it is to be used independent of any other hot-mix machine placed item work for the same location and timeframe. Any shimming done prior to machine work or leveling courses shall be paid for per the unit price for hot mix asphalt.

Responsibilities of the Town:

- Pre-sweep
- Traffic control
- Temporary pavement markings
- Project supervision and plan preparation when needed.

Responsibilities of the Contractor:

- Mark out areas for leveling based on directions from the town – i.e. the town will give a budget in tons for each road and will point out deficiencies/problem areas such as puddles, roughness, or plow hazards. The marking is subject to approval by the town.
- Removal of fines- It shall be noted that there may be residual fines left in depressions by the town's sweeper. The contractor shall come equipped with a portable blower capable of removing fines from the marked areas. This equipment shall also be capable of removing minor puddles and drying pavement if necessary.
- Tack – All marked out areas shall be tacked with RS-1 emulsion applied at a uniform rate of 0.05 gallons per square yard with pressurized asphalt distributor
- Mix – Mass DOT Dense Top mix.
- Mix placement – Mix shall be placed with a paver that has performance specifications similar to a Lee Boy 8500. The paver shall be adjustable from 8 – 15 feet and be able to place mix on patches narrower than 8 feet as marked. The paver shall break in the middle to allow crown to be placed in the road if necessary. The paver shall have a vibratory screed. Spreading by grader or loader is not acceptable. All structures shall sprayed/covered and uncovered after the mix is placed. The contractor shall have adequate and competent staff to rake/lute/shovel as necessary before the mix is compacted. Multiple lifts may be required.
- Compaction – Contractor shall compact mix with a vibratory roller with a minimum rating of 8 tons.

Measurement and Payment

Hot mix asphalt shim shall be measured for payment by the ton of mix placed and accepted by the Town and shall be paid at the contract unit price per ton which shall include all labor, materials, equipment and incidental costs required to satisfactorily complete the work. Including cleanup and tack.

Item No. 5: PAVEMENT RECLAMATION (Including FG&C)

The Work under this item shall conform to the provisions of Section 170 & 403 of the Standard Specifications and the following:

Fine grading and compacting (FG&C) of the subgrade shall be included in the work for this item. If requested by a Town, the Contractor shall negotiate a reasonable additional cost for related work (e.g., excavating and hauling away excess materials).

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, fine grading, compacting, and incidental costs required to complete the Work.

Item No. 6: PAVEMENT RECLAMATION (Including FG&C and Calcium Chloride)

The Work under this item shall conform to the provisions of Section 170 & 403 of the Standard Specifications and the following:

Fine grading and compacting (FG&C) of the subgrade, and adding and mixing liquid calcium chloride to the pulverized mass shall be included in the work for this item. If requested by a Town, the Contractor shall negotiate a reasonable additional cost for related work (e.g., excavating and hauling away excess materials).

The calcium chloride solution shall be provided by the manufacturer as a true solution and shall not be reconstituted from flake calcium chloride. The calcium shall meet the following material specifications (see ASTM Designation D98; AASHTO-M144):

Calcium Chloride	35% +/-1%
Alkali Chloride as NaCl	2% max.
Magnesium as MgCl	0.1%

Typical (Pounds per gallon)

Calcium Chloride	5.05
Sodium Chloride	0.2
Magnesium Chloride	0.004
Calcium Sulfate	0.004
Water	<u>6.002</u>
	11.26

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, fine grading, compacting, and incidental costs required to complete the Work.

Item No. 7: BITUMINOUS CONCRETE EXCAVATION BY COLD PLANER

The Work under this item shall conform to the relevant provisions of Section 120 of the Standard Specifications and the following:

The work shall include the cold planing of existing bituminous concrete pavement surface to various depths to shape the pavement cross-section (crown or super elevation), to meet driveways, and/or to produce a uniform surface for the application of the pavement surfacing.

Pavement areas abutting utility structures and other areas which cannot be planed by the principal cold planing machine shall be excavated with smaller mechanical cold planing equipment designed for this purpose or by manual methods at no additional cost to any Town.

The machine shall be capable of being operated at speeds from 10 to 40 feet per minute and designed so that the operator can at all times observe the planing operation without leaving his control area. Pneumatic rubber-tire mounted equipment shall be used only for trimming and edging operations.

The equipment furnished by the Contractor shall be maintained in good repair at all times.

No pavement cuttings shall remain on the project at the end of each work period. The pavement cuttings shall become the property of the Town and the Contractor shall be responsible to remove, haul, and deposit the pavement cuttings at no additional cost to a site as directed by the Town.

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, removal, hauling, and incidental costs required to complete the Work.

Item No. 8: COLD PLANED (MILLED) PAVING JOINTS

The work shall include the cold planing of existing bituminous concrete pavement surface to create key ways (paving joints) for the purpose of overlaying pavement. All work is to be performed no more than forty eight (48) hours prior to the scheduled start of paving.

The machine shall be capable of milling to a depth of two (2) inches and a minimum width of twenty-four (24) inches. The cutter head must be able to rotate 15 degrees to provide a beveled cut. All key ways shall be one (1) to two (2) inches in depth and twenty-four (24) inches to forty-eight (48) inches in width at the discretion of the Town. The Contractor is responsible milling and clean up of all excavated materials.

The equipment furnished by the Contractor shall be maintained in good repair at all times.

No pavement cuttings shall remain on the project at the end of each work period. The pavement cuttings shall become the property of the Town and the Contractor shall be responsible to remove, haul, and deposit the pavement cuttings at no additional cost to a site as directed by the Town.

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, removal, hauling, and incidental costs required to complete the Work.

Item Nos. 9 & 10: MICROSURFACING (ONE AND TWO LIFTS)

The Work under this item shall conform to the relevant provisions of the Standard Specifications and the following:

Description

Microsurfacing is a tough and durable thin overlay material which can restore the original service properties to worn but structurally sound pavements. Its properties are based on a blend of select crushed aggregate and a chemical formulation of asphalt cement, cationic emulsifiers, adhesives, and latex. This specification covers all materials, equipment, construction and application procedures for rutfilling and/or surfacing of existing paved surfaces. The microsurfacing shall be a mixture of cationic latex modified asphalt emulsion, mineral aggregate, mineral and field control additives, and water, properly proportioned, mixed and spread on the paved surface in accordance with this specification and as directed by any Town.

Materials

Emulsified Asphalt: The emulsified asphalt shall be a quick-set latex modified cationic type CSS-1H emulsion and shall conform to the requirements specified in AASHTO M208 and ASTM 2397. It shall pass all applicable storage and settlement tests. The latex shall be milled into the emulsion. The cement mixing test shall be waived for this emulsion.

Special Residue Properties: Distillation of residue will be at a temperature of 350 degrees F for 20 minutes. Softening point of the residue shall be 140 degrees F minimum. Viscosity, absolute at 140 degrees F, shall be 8,000 poise minimum.

Aggregate

General: The mineral aggregate used shall be of the type and grade specified for micro-surfacing. The aggregate shall be manufactured crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate or combination thereof.

Aggregate Physical Requirements: The aggregate including natural fines when tested by AASHTO methods T11 or T27 or ASTM C117 or C136, should meet the referenced gradation requirements. To limit the permissible amount of clay like fines in an aggregate, a sand equivalent value of 65 or higher is required when tested by ASTM 2419. The aggregate shall have a weighted loss of not more than 15% when the sodium sulfate test is used or 20% when the magnesium sulfate test is used. The aggregate wear, from resistance to abrasion, shall be a maximum of 35% when using AASHTO T96 or ASTM C131 test methods.

Water

The water shall be potable and shall be free of harmful soluble salts.

Modifier

Special quick-setting emulsifier agents shall be milled into the asphalt emulsion. The emulsified asphalt shall be so formulated that when the paving mixture is applied at thickness of one inch with the relative humidity at not more than 50% and the ambient air temperature of at least 75 degrees F. the material will cure sufficiently so that rolling traffic can be allowed in one hour with no damage to the surface.

Additives

A mineral additive shall be introduced to the mineral aggregate and may be any recognized brand of nonairentrained 26 portland cement or hydrated lime that is free of lumps, or other approved mineral additive.

The amount of mineral additive needed shall be determined by the laboratory mix design and will be considered as part of the material gradation requirement. A liquid field control additive is introduced and blended with water to provide effective control of the required quick-set properties. This additive shall be made available by the chemical supplier or emulsion manufacturer and certifiable as being compatible with the mixture.

Engineering

General: Before work commences, the Contractor shall submit a signed mix design covering the specific material to be used on the project. This design shall be performed by a qualified laboratory, suitable to the Town. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design.

Mix Design: The qualified laboratory shall develop the job mix design and present certified test results for the Contractor's approval. Compatibility of the aggregate and emulsion shall be verified by the mix design. The job mix formula shall provide a minimum Marshall stability of 1,800 pounds and a flow of 6 to 16 units when tested according to the ASTM 1559 or AASHTO 245 procedure as modified. All component material used in the mix design shall be representative of the material proposed by the Contractor for use on the project.

Specifications: The Contractor shall guarantee the design mix and all microsurfacing materials and methods prior to use. The component materials shall be within the following limits.

Residual Asphalt	5% to 9% by dry weight of aggregate
Mineral Additive	0.5% to 3% by dry weight of aggregate
Latex Modifier	As required to provide specified properties
Field Control Additive	As required to provide the specified properties
Water	As required to produce Consistency

Aggregate Gradations:

<u>Screen Size</u>	<u>Type II % Passing</u>	<u>Type III % Passing</u>
3/8"	100	100
#4	0-100	70-90
#8	65-90	45-65
#16	40-65	30-50
#30	25-45	19-34
#50	15-30	12-25
#100	10-21	7-18
#200	5-13	4-12

Suggested Application Rate:

Type II - Urban and Residential Streets Airport Runways: 18-22 lbs per sq. yd.
 Type III- Primary and Interstate Routes: 25-30 lbs per sq. yd.
 Wheel Ruts: Application rates as required.

Equipment

General: All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high quality product.

Mixing Equipment: The material shall be mixed by a self-propelled microsurfacing mixing machine which shall be a **continuous flow** mixing unit able to accurately deliver and proportion the aggregate,

emulsified asphalt, mineral and field control additives, and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral and field control additives, and water to maintain an adequate supply to the proportioning controls. **The machine may be equipped with self-loading devices which provide for the loading of materials while continuing to lay microsurfacing, thereby minimizing construction joints.**

Proportioning Devices: Individual volume or weight controls for proportioning each material to be added to the mix, i.e., aggregate, emulsified asphalt, mineral and field control additives, and water shall be provided and properly marked. These proportioning devices are usually revolution counters or similar devices and are used in material calibration and determining the materials output at any time.

Emulsion Pump: The emulsion pump shall be a heated positive displacement type.

Spreading Equipment: The surfacing mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles to agitate and spread the materials throughout the box. A front seal shall provided to insure no loss of the mixture at the road contact point. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of material on the surface, The spreader box and rear strike off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike off. The longitudinal joint where two passes join shall be neat appearing, uniform and lapped.

All excess material shall be removed from the job site prior to opening the road. The spreader box shall have suitable means provided to side shift the box to compensate for variations in pavement width and longitudinal alignment. A Rut Box shall be available to prefill wheel ruts when necessary prior to overlay to eliminate puddles or runoff interruption. The box shall be readily adjustable from 4' – 6' width with hydraulically adjusted strike off screeds to attain maximum grade and profile.

Auxiliary Equipment: Suitable surface cleaning equipment, traffic control equipment, hand tools and any support equipment shall be provided as necessary to perform the work.

Machine Calibration

Each mixing unit to be used in performance of the work shall be calibrated in the presence of the Town prior to construction, or previous calibration documentation covering the exact materials to be used may be acceptable provided they were made during that calendar year. The documentation shall include the individual calibration of each material at various settings, which can be related to the machine metering devices.

Weather Limitations

The material shall be spread only when the road surface and atmospheric temperatures are at least 45 degrees F and rising and the weather is not rainy and there is no forecast of temperatures below 32 degrees F within 48 hours from the time of placement of the mixture.

Traffic Control

Suitable methods shall be used by the Contractor to protect the microsurface from traffic until the new surface will support traffic without damage. All traffic control methods used shall be in accordance with the specifications and shall be employed in a safe manner.

Surface Preparation

General: The area to be surfaced shall be thoroughly cleaned, by the Contractor, of pavement markings (if needed), vegetation, loose aggregate and soil, particularly soil that is bound to the surface. Manholes, valve boxes and other service entrances shall be protected from the surfacing material.

Cracks in Surface: Cracks in the surface shall be filled prior to microsurfacing. Crackfilling shall be paid for separately.

Tack Coat: The Contractor shall apply a tack coat consisting of one part emulsified asphalt and three parts water with a distributor at .10-.15 gallons per square yard. This emulsified asphalt should be the CSS1H emulsion grade.

Stockpile

Precautions shall be taken to ensure that stockpiles do not become contaminated. The mineral aggregate shall be screened prior to being weighed for job site delivery. This weight shall be done by means of a certified scale.

Application

General: The surface shall be pre-wetted by fogging ahead of the spreader box when required by local conditions. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement surface.

The microsurfacing mixture shall be of the desired consistency upon leaving the mixer and no additional materials should be added. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate, will be left in the finished surface. If excessive oversize develops, the job will be stopped until the Contractor proves to the Town that the situation has been corrected.

Joints: No excessive buildup, uncovered areas or unsightly appearances shall be permitted on longitudinal or transverse joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved areas.

Mix Stability: The microsurfacing mixture shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

Hand Work: Areas which cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be handworked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed at the time of the machine applying process.

Lines: Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

Rolling: If required, specified areas shall be rolled by a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system.

Quality Control

Materials: The Contractor will permit each Town to take samples of the aggregate and asphalt emulsion to be used in the project at the Town's discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content test on the emulsion. Test results will be compared to specifications. Tests will be run by a qualified laboratory at the expense of the Contractor. The Town shall notify the Contractor immediately if any test fails to meet the specifications.

Micro-Surfacing Mixture: Samples of the mixture should be taken daily and may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run by a qualified laboratory at the expense of the Contractor. The Town must notify the Contractor immediately if any test fails to meet specifications. Any Town may use the recorder and measuring facilities of the unit to determine application rates, asphalt emulsion content mineral and field control additives, and water.

Non-Compliance: If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the Contractor, at his own expense, to prove to the Town that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the Contractor, at his own expense, to prove to the Town that the problems have been corrected and that the machine is working properly.

Performance

It is the intention of every Town not to award a contract for microsurfacing work under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the Contract; and that every Town reserves the right to reject this or any other proposal or to award the Contract as is deemed to be to the best interest of said Town.

Performance Warranty

The Contractor shall furnish the following warranty after completion of the work and prior to final payment:

The Contractor hereby warrants that all workmanship and all materials furnished under the Contract comply fully with requirements of these microsurfacing specifications.

If at any time within two years after the date of the final inspection, any unfaithful or defective work should appear, which in the opinion of a Town is due to inferior materials or workmanship, the Contractor warrants to do whatever is necessary to remedy the defects immediately without cost to the Town. The Town shall notify the Contractor in writing of the defects and the repairs to be made, and the Contractor will begin repairs within a mutually agreed time frame.

Measurement and Payment

The quantity, for one or two lifts of microsurfacing, to be measured for payment will be the number of square yards of microsurfacing actually completed. The accepted quantity of microsurfacing will be paid for at the Contract unit price per square yard, which shall be full compensation for furnishing, transporting, handling and placing the material specified and furnishing of all labor, tools, equipment, pavement surface cleaning, and incidentals for the satisfactory completion of the work.

Item Nos. 11 & 12: ASPHALT-RUBBER SURFACE TREATMENT

The Work under this item shall include the furnishing, application, and compaction of hot asphalt and granulated rubber, and a crushed stone cover, and the sweeping of the roads before and after application.

Materials

Asphalt Cement – Asphalt cement for the asphalt-rubber mixture shall be PG 58-28 OR PG 64-28 where needed to meet the requirements of ASTM D 6114 (type II), complying with the requirements of the Standard Specifications. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier.

Anti-stripping Agent – An anti-stripping agent that is heat stable shall be incorporated into the asphalt-rubber material at the dosage required by the job-mix formula (up to 1.0% by weight of asphalt). It shall be added to the asphalt cement prior to blending with the granulated rubber.

Rubber – The granulated rubber shall be vulcanized rubber product from the ambient temperature processing of scrap, pneumatic tires. The granulated rubber shall meet the following gradations: No substitutions will be accepted.

<u>Sieve Size</u>	<u>Percentage Passing</u>
No.10	100
No.16	90 - 100
No.30	25 - 75
No.80	0 - 20

The use of rubber of multiple types from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements. The length of the individual rubber particles shall not exceed 1/8". The rubber shall be accepted by certification from the rubber supplier.

Aggregate – The aggregate shall conform to the requirements of the Standard Specifications. The Flakiness Index shall be less than 30% (NFP 18-561 Test). Crushed gravel stone shall not be permitted. Percentage of wear as determined by the Los Angeles Abrasion Test (AASHTO-T96) shall be a maximum of 30. The aggregate shall be pre-heated to a temperature between 200°F and 300°F, and be pre-coated with 0.4% to 0.8% (by weight of aggregate) of AC-10 or AC-20 asphalt cement prior to application. The gradation of the aggregate shall meet the following limits:

<u>Sieve Size</u>	<u>Percentage Passing Nominal Size 3/8"</u>	<u>Percentage Passing Nominal Size 1/2"</u>
5/8"	100%	100%
1/2"	100%	85 - 100%
3/8"	85 - 100%	15 - 45%
No. 4	0 - 25%	0 - 15%
No. 8	0 - 5%	0 - 5%
No. 50	0 - 2%	0 - 2%
No.200	0 - 2%	0 - 2%

Materials Testing - A minimum of 60 days prior to construction, the Contractor shall send a representative sample of the asphalt cement and the aggregate proposed for use to the asphalt-rubber supplier for testing. Testing for stripping and asphalt content to determine and assure that appropriate characteristics are achieved when blended with the granulated rubber shall be performed.

Asphalt-rubber Mixing and Reaction

Mixing and Reaction - The percent of rubber shall be 20 +/- 3% for Item No.7 and 10±% for Item No.8, as indicated by the mixture design for specific project requirements by weight of total mixture, that is, by total weight of asphalt cement, plus granulated rubber. The exact granulated rubber content shall be determined by the mix design submitted by the asphalt-rubber supplier based on laboratory testing.

The temperature of the asphalt shall be between 350°F and 425°F, at the time of addition of the granulated reclaimed rubber. The asphalt and rubber shall be combined and mixed together in a blender unit and reacted in the distributor for a period of time as required by the mix design. The temperature of the asphalt-rubber mixture shall be above 325°F, during the reaction period.

Delays - When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application, but not to a temperature exceeding 375°F. An additional quantity of granulated rubber or additive not exceeding 3% by volume of the hot asphalt-rubber mixture may be added after reheating.

Viscosity - Viscosities shall be run, by the asphalt-rubber supplier, on each blended load of asphalt-rubber using a Haake-type field viscometer. The viscosity of the final product shall be in the range of 1,000 to 3,500 centipoise.

Equipment

Mechanical Blender – A mechanical blender shall be utilized for proper proportioning and thorough mixing of the PG asphalt binder and ground rubber. This unit shall have a Coriolis type mass flow meter capable of measuring and recording the total quantity of asphalt binder in tons. The quantity of ground rubber shall be determined by weight utilizing either a hopper equipped with load cells or a feeder equipped with a belt scale. The total weight in tons and percentage of ground rubber based on total asphalt rubber binder shall be recorded. All data shall be reported to the awarding authority.

A dedicated asphalt rubber reaction/storage tank equipped with a heating system to maintain the proper temperature of the binder and an internal mixing unit capable of maintaining a homogeneous mixture of asphalt and ground rubber.

Testing and Certification:

The materials shall be sampled once per lot at the point of manufacture, tested and certified by an AASHTO resource (formally AMRL) accredited laboratory approved for asphalt rubber binder testing. The laboratory shall certify that the material meets the requirements of ASTM D 6114 type II specifications. A lot shall be defined as each batch produced, but not to exceed the volume of the manufacturer's dedicated asphalt rubber reaction/storage tank. In addition to the ASTM D 6114 Type II specification, to ensure adequate blending residence time and superior binder quality, every lot shall be tested under:

Test (on the produced asphalt rubber binder)	Result
AASHTO T315 Original Binder 2mm DSR @ 82:	G*/sin(d) >1.00 kPa

Prior to starting the project, the contractor shall submit a Quality Control Plan from the Asphalt Rubber supplier meeting the requirements of AASHTO R-26 format. The contractor shall submit a weekly manufacturer's report for each lot of asphalt rubber produced that includes the following as a minimum:

- Total quantity of asphalt binder in tons
- Tons and percentage of ground rubber based on total asphalt rubber binder
- ASTM D 6114 certified test results
- AASHTO T315 Original Binder 2mm DSR @ 82

Distributor Truck - On projects exceeding 35 tons of liquid asphalt rubber, at least two pressure-type bituminous distributor trucks in good condition shall be required. The distributor shall be equipped with an internal heating device capable of heating the material evenly up to 425° F; an internal mixing unit capable of maintaining a proper mixture of asphalt cement and granulated rubber; have adequate pump capacity to

maintain a high rate of circulation in the tank and to spray the asphalt-rubber at a viscosity of 1,000 to 3,500 centipoise; have adequate pressure devices and suitable manifolds to provide constant positive cut-off to prevent dripping from the nozzles. Distributor shall be equipped with an electronically controlled computerized compensation unit for controlling application rates at various width and speed changes. The application unit shall have electronic controls and a digital read out installed and operated from the inside of

the cab of the distributor. The distribution bar on the distributor shall be fully circulating. Any distributor that produces a streaked or irregular distribution of the material shall be promptly repaired or removed from the project.

Distributor equipment shall include a tachometer, pressure gauges, volume measuring devices, and a thermometer for reading temperature of tank contents. Controls for spray bar shall be located in cab of truck, for controlling width and rate of spray of product. It shall be so constructed that uniform applications may be made at the specified rate per square yard with a tolerance of plus or minus 0.05 gal. / sq. yd.

A "bootman" shall accompany the distributor and ride in a position so that all spray bar nozzles are in his full view and readily accessible for unplugging.

Hauling Equipment - Trucks for hauling cover material shall be rear discharge conveyor-fed or "live bottom" trucks and shall be equipped with a device to lock onto the hitch at the rear of the chip spreader to prevent aggregate spillage. Sufficient hauling vehicles shall be available to ensure continuous operation of the distributor and chip spreader.

Aggregate Spreader - The aggregate spreader shall be hydrostatically driven and self propelled. It must be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 4.5 to 18 feet. The spreader shall be mounted on pneumatic tires, and shall apply the stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0 - 6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 5 tons of stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self-locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It shall be capable of maintaining positive engagement over irregular terrain.

Pneumatic-Tired Roller - One (1) self-propelled, multiple wheel, pneumatic-tired rollers shall be used and shall weigh between 7 and 12 tons, each roller shall have a total compacting width of at least 56 inches, have a minimum tire pressure of 60 psi, and be equipped with a watering system.

Steel-Wheel Roller - One (1) self-propelled, 2-axle (tandem) steel-wheel roller shall be used and shall weigh between 8 and 12 tons, and be equipped with scrapers, wetting pads and watering system. Combination pneumatic and steel drum-type rollers are acceptable, as one unit only.

Construction Procedures

Preparation - Potholes, other areas of pavement failure, and major depressions in the existing pavement surface, shall be repaired by each Town. The Town shall be responsible for removal of all thermoplastic traffic markings

The Contractor shall, immediately prior to application of the asphalt-rubber, thoroughly sweep the surface. The Contractor shall be responsible for covering all utility irons just prior to application and uncovering after aggregate is spread.

Seasonal and Weather Limitations - The asphalt-rubber shall not be applied when weather conditions are unfavorable to obtaining a uniform spread. Construction shall proceed only when the atmospheric temperature is at least 50°F and rising. No water shall be present on the road surface.

Application - The asphalt-rubber mixture shall be applied at a temperature of 338°F to 419°F, at a rate of 0.55 to 0.65 gallons per square yard for Item No.7 or 0.35 to 0.50 gallons per square yard for Item No.8. Exact rate to be determined by the aggregate gradation, traffic volume and pavement condition.

Longitude joints shall be reasonably true to line and parallel to centerline. Where any construction joint occurs, the edges shall be broomed back and blended so there are no gaps and the elevations are the same, and free from ridges and depressions. Longitudinal joints shall be overlapped from 4 to 6 inches.

During application, adequate provision shall be made to prevent marring and discoloration of adjacent pavements, structures, vehicles, foliage or personal property.

Aggregate Application - The application of aggregate shall follow as close as possible behind the application of the hot asphalt-rubber which shall not be spread further in advance of the aggregate spread that can be immediately covered. Construction equipment or other vehicles shall not drive on the uncovered asphalt-rubber. The hot-precoated aggregate shall be spread uniformly by a self-propelled spreader at a rate of spread generally between 30 to 40 pounds per square yard for Item No.7 or 20 to 30 pounds per square yard for Item No.8.. Any deficient areas shall be covered with additional material.

Rolling - A minimum of three (3) rollers shall be used for aggregate compaction into the hot asphalt-rubber.

Two rollers must be pneumatic-tired and one must be steel-wheel. Rolling shall commence immediately following spread of aggregate. There shall be at least three (3) coverages by the pneumatic-tired rollers to embed the aggregate firmly into the asphalt-rubber. A coverage shall be as many passes as are necessary to cover the entire width being spread with a pass being one (1) movement of a roller in either direction. Additional coverage of the steel-wheel roller will follow. Water shall be applied to the tires or wheels as required to limit sticking of the asphalt-rubber and aggregate to the rollers.

Sweeping – When the maximum amount of aggregate has been embedded into the asphalt-rubber and the pavement has cooled, all loose material shall be swept or otherwise removed to the satisfaction of the Town. This shall be done at a time and in a manner which will not displace any embedded aggregate or damage the asphalt-rubber. Pre and one post sweeping is the responsibility of the Contractor.

Staging Location

The awarding authority shall provide a staging area for equipment and materials to be used on the project. The Contractor and Director shall mutually review and agree that the location is of adequate size and condition to allow for safe and secure usage for the required operation(s).

Measurement and Payment

Asphalt-Rubber Surface Treatment shall be measured by the square yard and shall be the actual number of square yards applied. Price per square yard shall be full compensation for all labor, materials,

equipment , and incidentals required to complete the work (including street sweeping before and after treatment).

Item No. 13: SINGLE STONE SEAL SURFACE TREATMENT

The Work under this item shall include the furnishing, application, and compaction of a latex modified emulsified asphalt binder and a crushed stone cover, furnishing and installing temporary warning signs, and the sweeping of the roads before and after application. The temporary cardboard warning signs shall read "Fresh Oil, Loose Stone" (or similar wording) and shall be placed at locations as directed by the Engineer (as a minimum at all intersections).

Materials

1. Emulsified Asphalt – Emulsified asphalt for Stone Seal Surface Treatment shall be CRS-2 (cationic/3% latex) conforming to ASTM D2397 or RS-2 (36 nionic/3% latex) conforming to ASTM 977-86.
2. Latex Additive – The latex additive to the emulsified asphalt binder shall conform to the following properties. The latex shall be co-milled at the bulk emulsion facility, to ensure complete and balanced blending, and the emulsion manufacturing plant must be open to inspection by the Owner.

<u>Properties</u>	<u>Anionic</u>	<u>Cationic</u>
Monomer Ratio, Butadiene/Styrene	(76±2)/(24±2)	(76±2)/(24±2)
Solids Content, %	67	59
Solids Content, lbs./gal.	5.2	4.8
Coagulum on 80 mesh screen, max %	0.1	0.1
Mooney Viscosity of Polymer (ML 4 @ 212 deg.F) min.	100	100
Ph of latex	9.5 – 10.5	4.0 – 5.5
Surface Tension, dynes/cm	32	32
Brookfield Viscosity, cps (Model RVT, #3 Spindle @ 20 RPM)	800 – 2,000	5,000 max.
Mechanical Stability	Excellent	Excellent

3. Cover Aggregate – The cover aggregate shall be blue quarry stone with 70% fractured face, and shall be compatible with the emulsified asphalt.

The crushed stone shall be thoroughly clean and free from deleterious matter, essentially one size, sharp and conform to the following gradation requirements as determined by California Test Method No. 202.

<u>Sieve Size</u>	<u>Percentage Passing</u>
	Medium 3/8" x No.6
1/2"	100%
3/8"	85-100%
1/4"	10 – 60%
No. 4	0 – 10%
No. 8	0 - 5%

No. 16

0 - 2%

Maximum passing the #200 sieve shall not exceed 1.0%. Stone shall be wet washed for all sized aggregates used in surface treatments.

Screening shall be non-cubical in nature and shall also conform to the following quality requirements:

<u>Test</u>	<u>Method No.</u>	<u>Requirements</u>
Loss in L.A. Rattler Test (After 100 Rev.)	211	10% Maximum
(After 500 Rev.)	211	40% Maximum
Film Stripping	302	25% Maximum
Cleanliness Value	227	75% Minimum

The successful bidder shall submit a 10-pound sample of material proposed to be supplied. Samples which, in the opinion of the Town, would result in excessive stripping shall be rejected.

The quantity of asphalt material to be used shall be in the range of 0.35 to 0.50 gallons per square yard. Cover aggregate shall be spread in the range of 20 to 30 pounds per square yard. The Contractor will use lab tests to design specific material quantities to meet existing field conditions. Variations in material quantities will be made without adjustment to contract unit price. The Contractor shall maintain a laboratory open to the inspection of any Town.

Quality Assurance

A certificate of compliance shall be issued to the Town prior to the application of the stone seal surface treatment which guarantees the compatibility of the emulsified asphalt with the cover aggregate. The laboratory results from a pre-approved testing company shall be submitted with the certificate of compliance.

Emulsified asphalt and cover aggregate shall be matched to obtain compatible molecular charges.

Samples shall be supplied with the following information:

- * quarry location
- * gradation
- * certificate of material compliance

Construction Equipment

The equipment used by the Contractor shall include, but not be limited to, one or more of the following:

- a. Asphalt Distributor - The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be capable of applying asphalt materials in accurately measured quantities at any

rate between 0.1 to 2.0 gallons per square yard of roadway surface, at any length of spray bar up to twenty-four feet. The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

- b. Aggregate Spreader - The aggregate spreader shall be hydrostatically driven and self-propelled. It may be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 4.5 to 18 feet. The spreader shall be mounted on pneumatic tires, and shall apply the stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0 – 6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 5 tons of stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt-treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self-locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.
- c. Rollers - At least one rubber tired and one steel wheeled roller shall be used on each treated surface immediately after the stone has been applied. Each roller shall have a compacting width of not less than 5 feet. Each roller shall have a gross weight of not less than 8 tons and contact pressure adjustable from 200 to 300 psi.
- d. Trucks - Rear discharge conveyor-fed trucks in sufficient number and size may be used to deliver stone to the spreader.

Construction Method

The construction of Single Stone Seal Surface Treatment by the Contractor shall conform to recommended practices of the Asphalt Institute and the following.

1. Preparation of Existing Surface - Immediately before Work begins, the existing surface shall be adequately swept by the Contractor. The Contractor shall then oil and cover with tar paper all pavement surface utility hardware within project limits. Surface preparation, which may include pothole patching, truing and leveling, adjusting of street irons (valve covers, manhole covers, drop inlet gratings), etc., will be the responsibility of each Town and will be completed before the Contractor moves onto the job.
2. Weather Limitations - Work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods, or if the local forecast calls for rain or fog on that day. No work shall be done if the ambient temperature is below fifty degrees Fahrenheit (50°F).

WORK UNDER THIS CONTRACT SHALL BE PERFORMED FROM JUNE TO SEPTEMBER, AS AUTHORIZED BY EACH TOWN. EACH TOWN SHALL BE THE SOLE DETERMINING JUDGE OF WHEN THE WEATHER CONDITIONS ARE SUITABLE FOR BEGINNING WORK. ALL STREETS SELECTED FOR TREATMENT SHALL BE TREATED BEFORE OCTOBER.

3. Application of Emulsion – The pre-determined quantity of emulsified asphalt binder shall be sprayed uniformly onto the prepared surface. The asphalt material shall not be applied more than 300 feet in advance of the self-propelled aggregate spreader. AT NO TIME SHALL ANY ASPHALT MATERIAL BE ON ANY ROAD SURFACE FOR MORE THAN FIFTEEN (15) MINUTES BEFORE IT IS COVERED WITH STONE.
4. Application of Aggregate – A uniform application of the pre-determined quantity of aggregate shall immediately be spread over the emulsified asphalt binder.
5. Application Operation – The bituminous distributor and the aggregate spreader shall move at the same rate of speed. These units shall operate at a distance not exceeding 50 feet from each other.
6. Rolling – Rolling shall begin immediately after aggregate is spread and continue until at least two complete rollings have been completed over the entire width of each pass of the aggregate spreader. Rollers shall never be more than 100 feet behind the aggregate spreader.

Initial rolling shall be done with self-propelled pneumatic rollers immediately following the application of the cover aggregate. Final rolling on stone seal shall be done by steel roller weighing not less than 8 nor greater than 10 tons. The rollers shall be operated at a speed that will not displace the aggregate.

7. Traffic Control – During construction and 24 hours following construction, vehicle speed shall be posted to a maximum of 20 miles per hour. One lane of traffic shall remain open to vehicles at all times.
8. Street Sweeping/Clean Up – The roads shall be mechanically swept by the Contractor to remove excess aggregate as soon as possible but no later than 14 calendar days after the stone application as approved by the Town. The sweepings shall become the property of the Contractor unless a Town requests that the Contractor stockpile the sweepings in Town for its use. The tar paper covers over utility hardware shall also be removed by the Contractor.

Quality Control and Inspection

Each Town shall have access to all construction activities to closely supervise and inspect the rates of application and amount of rolling to ensure that proper methods are being adhered to.

1. Aggregate – The aggregate shall be washed to insure clean material. Immediately after the aggregate has substantially dried from the washing process, the stone shall be sprayed with a coating of emulsified asphalt at a rate of three (3) gallons per ton of aggregate.
2. Temperature of Emulsified Asphalt Binder – Temperature of asphalt emulsion at the time of application shall be not less than 130 deg. F nor more than 180 deg. F.
3. Latex Additive – Latex additive shall be added at the refinery or terminal. A certificate of compliance shall be submitted by the refinery or terminal attesting that the required rate of application has been provided. The latex addition should be at the rate of 3.0 gallons per 100 gallons of emulsified asphalt binder.

4. Weather - The minimum temperature shall be 50 deg.F and rising, with no rain predicted. Should any form of precipitation begin during construction, stone seal operation shall cease. Re-commencement of operations shall be as directed by each Town.
5. Sweeping - Excess aggregate shall be mechanically swept by the Contractor to the satisfaction of the Town as soon as possible after application but no later than 14 calendar days after the stone application.

Product Performance

The stone seal surface treatment elements that shall be retained on the road surface shall conform to the following minimum quantities:

1. Residual Asphalt Content: 0.20 to 0.25 gallons/square yard.
2. Stone Chips: 20 to 25 pounds/square yard (based on a specific gravity of 2.65. Quantity requirements will be adjusted based on the source of stone.)

Measurement and Payment

Single Stone Seal Surface Treatment will be measured for payment by the square yard of pavement surface area complete in place. Single Stone Seal Surface Treatment will be paid for at the Contract unit price per

square yard, which price shall include all labor, materials, equipment, disposal and incidental costs required to complete the Work (including furnishing and installing temporary warning signs, and street sweeping before and after stone application).

Item No. 14: DOUBLE STONE SEAL SURFACE TREATMENT

The Work under this item shall include the furnishing, application, and compaction of a latex modified emulsified asphalt binder and crushed stone covers applied in two courses, furnishing and installing temporary warning signs, and the sweeping of the roads before and after application. The temporary cardboard warning signs shall read "Fresh Oil, Loose Stone" (or similar wording) and shall be placed at locations as directed by the Engineer (as a minimum at all intersections). The Work shall be constructed in conformance with the above specifications for SINGLE STONE SEAL SURFACE TREATMENT with the following differences:

The Contractor shall supply samples of stone and asphalt, and job mix formula to each Town for approval. The stone seal surface treatment elements that shall be retained on the road surface shall conform to the following minimum quantities:

Residual Asphalt Content: 0.45 to 0.65 gallons/square yard

Stone Chips Applied: 45 to 55 pounds/square yard
3/8" Crushed Stone

<u>Sieve Size</u>	<u>Percentage Passing</u>
1/2"	100%
3/8"	85-100%
1/4"	10-60%

No.4	0-10%
No.8	0-5%
No.16	0-2%

1/2" Crushed Stone

<u>Sieve Size</u>	<u>Percentage Passing</u>
5/8"	100%
1/2"	85-100%
3/8"	15-45%
No.4	0-10%
No.8	0-2%

Measurement and Payment

Double Stone Seal Surface Treatment will be measured for payment by the square yard of pavement surface area complete in place. Double Stone Seal Surface Treatment will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, disposal and incidental costs required to complete the Work (including furnishing and installing temporary warning signs, and street sweeping before and after stone application).

Item No. 15: POROUS PAVEMENT FULL DEPTH CONSTRUCTION

The Work under this section shall conform to the relevant provisions of Sections 120, 460, M1, M2, M3, and M9 of the Standard Specifications (all as amended) and the following. The porous pavement shall meet the Standard Specifications for Polymer Modified Open-Graded Friction Course.

The Work shall include the full depth excavation and subsequent installation of a porous pavement full depth construction system consisting of, from top to bottom: a four (4) inch layer of porous pavement machine installed in separate two (2) inch lifts; an eight (8) inch layer of three eighths (3/8") to three quarter inch (3/4") blended crushed stone; and, a twelve inch (12") layer of one and one half inch (1-1/2") native (rounded) stone. Filter fabric (Mirafi 160N Non-Woven Geotextile) shall be installed along all sides and ends (not the bottom) of the porous pavement system. **Each site shall be a guaranteed minimum of 200 square yards.**

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include a complete porous pavement full depth construction system in-place including all labor, materials, equipment, pavement saw cutting, excavation, hauling, disposing, grading, compacting, tack coating pavement edges, porous pavement, stone, filter fabric, and incidental costs required to complete the Work. If needed, Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

Item No. 16: POROUS PAVEMENT SIDEWALK CONSTRUCTION

The Work under this section shall conform to the relevant provisions of Sections 120, 460, M1, M2, M3, and M9 of the Standard Specifications (all as amended) and the following. The porous pavement shall meet the Standard Specifications for Polymer Modified Open-Graded Friction Course.

The Work shall include the full depth excavation and subsequent installation of a porous pavement full depth sidewalk construction system consisting of: a four (4) inch layer of porous pavement machine installed in separate two (2) inch lifts over an eight (8) inch layer of three eighths (3/8") to three quarter inch (3/4") blended crushed stone. Filter fabric (Mirafi 160N Non-Woven Geotextile) shall be installed along all sides and ends (not the bottom) of the porous pavement system. It is anticipated that the new sidewalk shall range between 4 and 6 feet wide.

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include a complete porous pavement sidewalk construction system in-place including all labor, materials, equipment, pavement saw cutting, excavation, hauling, disposing, grading, compacting, tack coating pavement edges, porous pavement, stone, filter fabric, and incidental costs required to complete the Work. If needed, Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

Item No. 17: BITUMINOUS PAVEMENT REPAIR - INFRA-RED METHOD

The Work shall include the treatment of utility trench and other bituminous concrete patches to provide a permanent, uniform and durable patch matching the surface of the abutting pavement. The Work shall be performed by workmen skilled in the infra-red method, and with equipment and materials approved for use by the Engineer prior to start of Work. The following procedure shall be used:

- * Adequately sweep the treatment area clean, and remove all loose and foreign material.
- * Apply infrared heat to the patch area by carefully positioning an infra-red heater not to exceed 15,000 BTUs per square foot per hour for the period of time required to soften the pavement to

a depth which will allow adequate raking of the asphalt without oxidation of the bitumen in the pavement material (minimum depth of 1"). The Contractor shall remove all unsuitable oxidized material and replace same with bituminous concrete.

- * Introduce a suitable proven recycling agent additive amount as approved, to the softened area. Scarify to produce a uniform workable mix and regrade the patch to a uniform grade and surface, and to match the abutting pavement.
- * Add additional Class I bituminous concrete Type I-1 material as necessary. A supply of the material shall be kept on hand in an infrared storage unit at a constant temperature during working hours. The stored material shall be kept at a temperature above 200 degrees F. No material with a temperature of less than 200 degrees F shall be used in the Work.
- * After the proper consistency of the paving material and recycling agent has been attained, the combined mixture shall be raked to the desired grade and compacted with a steel wheel roller of sufficient weight to achieve a uniform density comparable to that of the adjacent pavement.
- * Seal the edges of the repaired patch with an approved penetrating liquid asphalt emulsion to develop a stronger, more durable bond. Uniformly distribute a compatible approved petroleum resin sealant, and broadcast an approved mineral filler over the entire patch area to absorb any excess liquid and to prevent tracking.

- * Test the compacted surface with a straight edge to verify that a uniform, depression free surface has been obtained. Repeat the treatment process to remove any depressions found by the test.

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials (excluding additional bituminous concrete), equipment, disposal costs, and incidental costs required to complete the Work. The additional bituminous concrete shall be supplied by the Town's vendor at no cost to the Contractor; however, the Contractor shall pick-up the bituminous concrete at the Town's vendor's plant at no additional cost to the Town. Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

Item No. 18: PARTIAL DEPTH PAVEMENT PATCH

The Work shall consist of the construction of partial depth pavement patches at various locations as directed by the Engineer. The Work shall include the following:

Partial depth pavement patch excavation shall consist of the removal and satisfactory disposal of all bound pavement materials, the removal of which is necessary for the proper completion of the work. The excavation will be made to a minimum depth of 1.5". Contractor shall make the excavation square or rectangular with faces straight and vertical. The Contractor may use any type of pavement saw-cutting or milling equipment that will not damage adjacent pavement. A jack-hammer and compressor will not be allowed for cutting the pavement surface.

The Contractor shall swab or paint the existing vertical faces of the pavement with an approved emulsified asphalt such that a uniform film of asphalt will remain when cured.

Hot Mix Asphalt Pavement shall be placed and properly compacted with a power roller. The surface shall not deviate more than 1/8" from a straight edge placed on the existing pavement. The perimeter of the patch shall be painted with an emulsified asphalt or approved equal such that a 4" wide strip will be equally spaced on the new and existing pavement. The joint sealing material shall be dusted with stone screenings or stone dust such that no tracking or pick-up of the seal will occur.

Partial depth pavement patch will be measured for payment by the square yard complete in place. The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work. Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

Item No. 19: MISC. PAVEMENT PATCH

The Work shall consist of the construction of miscellaneous pavement patches of various thicknesses on local roads at locations as directed by the Engineer. The Work shall include the following:

- * Because the areas to be patched are typically in very poor condition, the Contractor shall use any method at his disposal to cut and completely remove the existing failed pavement/ subbase to the depth (minimum 3" depth) as directed by the Engineer.

- * The subgrade area shall be fine graded and compacted in conformance with Section 170 of the Standard Specifications.
- * Cut surfaces shall be sprayed or painted with a uniform, thin coat of RS-1 asphalt emulsion immediately before placement of bituminous concrete material against the surfaces.
- * Class I Bituminous Concrete – Type I-1 shall be placed and compacted in 2 courses as a wearing surface (minimum 3” depth). Binder (2” minimum) and top (1” minimum) courses shall be installed on the same day allowing for adequate cooling between courses. The top course may be installed the next day if approved by the Engineer and if adequate safety signing/ measures are taken. In any case, the top course must be installed prior to weekends and/or holidays.

Miscellaneous pavement patches will be measured for payment by the ton complete in place. The measured quantity will be paid for at the Contract unit price per ton, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work. Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

Item No. 20: VELOCITY SPRAY INJECTION POTHOLE REPAIR

Scope of Work:

The work under this item shall consist of furnishing all labor, equipment, materials (asphalt emulsion and aggregate) and incidentals required to perform repairs on distressed bituminous concrete pavement by the Velocity Spray Injection Method.

Equipment:

- a. The distribution unit shall be a 33,000 GVW truck, equipped with a 6 cubic yard aggregate hopper, a 300 gallon asphalt emulsion tank, a 1000 pound anti-track material hopper and a delivery tube, air pressurized, to distribute the items above to the distressed pavement.
- b. Aggregate shall be delivered to the tube by a nylon belt covered positive drive chain conveyor, emulsion shall be delivered by a pressurized system at 140 degrees F, and anti-track material shall be delivered to the tube as required. Each item is delivered to the tube by in-cab remote controls.

Item No. 21: CAPE SEAL w/ Single Stone Seal Surface Treatment

Item No. 22: CAPE SEAL w/ Double Stone Seal Surface Treatment

The work under these items consists of the furnishing, application, and cleanup of “Cape Seal”, furnishing and installing temporary warning signs, and sweeping of roads before and after stone seal application.

“Cape Seal” shall be a combination of Stone Seal Surface Treatment and Microsurfacing completed in two successive operations with the micro surfacing completely covering and encapsulating the stone seal aggregate.

Both processes shall be completed within the same construction season and meeting the Town's desired schedule. The Microsurfacing shall not be applied sooner than seven (7) days after the stone seal is complete in order that the stone seal emulsion can be totally cured. An additional sweep may be required prior to the placement of the Microsurfacing to remove any surplus aggregate.

The first phase of the Cape Seal installation shall be completed in accordance with the Single Stone Seal Surface Treatment (Item No 12 above) or the Double Stone Seal Surface Treatment (Item No. 13 above) specification herein utilizing the CRS-2 emulsion without the 3% latex.

The second phase of the Cape Seal installation shall be completed in accordance with the Microsurfacing (Item No. 6 above) specification herein except that the application shall be a single lift of Type II material applied at not less 25 pounds per square yard (dry aggregate weight), and of sufficient thickness that none of the stone seal aggregate is exposed after curing of the Microsurfacing.

The quantity of Cape Seal to be measured for payment will be the number of square yards of Cape Seal actually completed. The accepted quantity of Cape Seal will be paid for at the Contract unit price per square yard, which shall be full compensation for furnishing, transporting, handling and placing the material specified and furnishing of all labor, tools, equipment, pavement surface cleaning, and incidentals for the satisfactory completion of the work.

Item No.23: TEXTURED SYNTHETIC PAVEMENT

The work under this item shall consist of preparing pavement surface and installation of eight to ten (8 – 10) foot wide Textured Synthetic Pavement at proposed crosswalk locations selected by the Town and in accordance with the following:

Preparation of Asphalt Surface

The section of pavement to be replaced shall be sawcut in neat lines eight to ten feet apart in the direction of the proposed crosswalk. The final surface pavement shall then be cold planed to an approximate depth of 0.75 inches. The Contractor shall immediately remove all residual material resulting from this work. All excavated material shall be disposed of by the Contractor offsite.

Installation of Textured Synthetic Pavement

The Contractor shall be responsible for the preparation, placement and patterning of Textured Synthetic Pavement. This synthetic paving material shall be composed of a hot-applied, resin-based compound formulated with a color stable pigment throughout that can be surface textured to simulate a brick pattern. Said pattern shall be oriented such that the continuous lines of the brick pattern shall be perpendicular to the parallel edges of the proposed crosswalk. The Contractor will be required to overlay in previously prepared recessed pavement surfaces as described above, and as required and approved by the Town.

The Contractor must be a manufacturer authorized applicator, experienced with this specialized system, satisfactory to the Engineer. Contractor shall furnish shop drawings, from manufacturer, to confirm design intent. A manufacturer representative shall be present at all times during the placement and curing of the textured synthetic pavement materials.

Using manufacturer prescribed methods and equipment, the Contractor shall adequately heat and uniformly mix the synthetic material(s) together. Maximum heating temperature of the completed formulation is 440 degrees Fahrenheit.

The Contractor shall then apply the heated, mixed synthetic material to the surface of the hardened, structurally sound, asphalt pavement. The synthetic material shall be spread and leveled to the desired build thickness of 0.75 inches, using manufacturer's specialized ironing tools, heated sufficiently to smooth the surface to a state of readiness for texturing. No material shall be applied when precipitation is present.

The color and surface pattern shall be a red colored brick pattern.

Texturing will begin immediately after leveling has occurred, while the material is still hot enough to allow the mold selected, to adequately penetrate the surface and create the desired pattern or form.

Once the finished surface has cooled completely and has hardened to the manufacturer's specification to support vehicular and pedestrian traffic, the application area may be opened to vehicular and/or pedestrian traffic.

Any residual material resulting from this work shall be removed and disposed of in a proper manner off site. The completed work area shall be left in a neat and clean condition, satisfactory to the Engineer.

The products used in this surfacing system shall meet the material specifications outlined below and conform to the minimum following physical and performance properties: hot-applied resin-based compound developed specifically for use on asphalt or cement concrete, with superior adhesion, flexibility and abrasion resistance characteristics, as well as color stability, chemical resistance and scrub ability.

The Contractor, during the operation of work, to save from harm and injury, any structure, public or private, situated above or below the surface and lying within the scope of the project. If during the execution of the work, the Contractor, through willfulness or carelessness, permits or causes any damage, the cost of satisfactory repair or replacement shall be the financial responsibility of the Contractor.

Synthetic Pavement Material

The material to be used under this item shall be Textured Synthetic Pavement as manufactured by Jarvis Infrastructure Services, Kennesaw, Georgia. The material required shall be Grade 60 (HEAVY TRAFFIC) and shall conform to the relevant physical properties outlined as follows:

Grade 60
(HEAVY TRAFFIC)

Average Temp. Range:	25 - 140 degrees F
Wheel Tracking @ 113 F:	less than 1 mm/ hr
Wheel Tracking @ 140 F:	less than 5 mm/hr
Density:	2.12
Cone Flow Test:	15% maximum

(5 hrs. @ 194 F)	
Plane Test:	5% maximum
(5 hrs. @ 194 F)	
Indent @ 104 F:	50 dmm maximum
Indent @ 122 F:	75 dmm maximum
Ash Content:	90% maximum
Skid Resistance Value:	55 - 70

Equipment Required

Contractor shall possess and be familiar with the specialized machinery necessary to perform the procedures as outlined and contained within this technical specification package, including, but not limited to, appropriate trucks, compressors, miscellaneous asphalt equipment, dispensers, applicators, cutters and/or specialized tools etc.

Compensation

Textured Synthetic Pavement shall be paid for at the Contract unit price per square yard in place, which price shall include all labor, materials, equipment, sawing, cold planning, cleanup, hauling, disposing, and incidental costs required to complete the work.

ITEM 100 CHLORINATED RUBBER PAINT AND BEADS FOR 4" REFLECTORIZED LINE**ITEM 101 CHLORINATED RUBBER PAINT AND BEADS FOR STOP BARS & CROSSWALKS****ITEM 102 CHLORINATED RUBBER PAINT AND BEADS FOR ARROWS & MISCELLANEOUS MARKINGS**

The Work shall include the furnishing and installing of alkyd traffic paint modified with chlorinated rubber and glass beads conforming to Section M7 of the Standard Specifications. The white or yellow reflectorized traffic paint shall comply with Section 860 of the Standard Specifications.

Low VOC Chlorinated Rubber Traffic Paint

The durable, fast drying, Alkyd modified with chlorinated rubber traffic paint shall conform to the current V.O.C. regulations and the following:

Composition	White	Yellow (lead free)
Vehicle % by wt.	40-43	40-43
Pigment % by wt.	57-80	57-60
Total Solids % by wt.	74 min	74 min
Total Solids % by vol.	50 min	50 min
V.O.C. grams/liter	150 max	150 max
Titanium dioxide rutile (type II)	1 lb/gal min	.3 lbs/gal min
Organic yellow pigment (lead free)	n/a	.25 lbs/gal min
Chlorinated rubber	.5 lbs/gal min	.5 lbs/gal min

Detailed Requirements

Wt/Gal	12.5 +/- .2	12.1 +/- .2
Viscosity K.U.	75-85	75-85
Dry Time 15 mils wet film @ 77 F Minutes	10 max	10 max
Dry Opacity @ 15 mils wet	.96 min	.96 min
Reflectance	84 min	50 min
Grind	3 min	3 min
CC Flash Point (F)	(-4 F) min	(-4 F) min

The application rates shall be 1 gallon of paint and 5 pounds of beads per 320 linear feet of 4" wide line.

Application Conditions

Temperature: 50°F (10°C) minimum, 110°F (43°C) maximum (air, surface, and material) and at least 5°F (2.8°C) above dew point

Relative humidity: 85% maximum

Equipment

The Contractor shall supply 1 long line spray truck, manufactured with stainless steel components to properly apply alkyd traffic paint modified with chlorinated rubber, capable of applying solid lines in a sharp and true manner. The unit must have a minimum paint tank capacity of 400 gallons and a minimum bead truck capacity of 2,000 pounds. The long line spray truck must be capable of producing

an acceptable 4" wide single or double line at the application rate of 5 pounds of beads and 320 lineal feet per one gallon of paint while traveling at a minimum of 7 miles per hour.

The Contractor shall supply 1 cone truck (rack body with hydraulic tail gate) with 300 cones.

The above units shall include protective devices and warning signs for the painting operation. Each unit shall be radio controlled with a portable unit available for the Highway Division lead truck.

The Contractor shall supply 2 operating personnel for the spray truck and 3 cone setters/retriever personnel for the traffic cone setting truck.

The Contractor will place traffic cones on all freshly painted lines to reduce tracking.

Contractor Responsibilities

The Contractor shall complete the painting as indicated herein, subject to weather conditions, such as wet or extremely cold pavement. The Contractor shall have backup equipment available to him in the event of a breakdown.

The Contractor shall have a supervisor or foreman available to direct operations. The supervisor or foreman will report to the Highway Division Superintendent or his designee, any problem, as well as, give daily progress reports.

The Contractor must show by past performance that he is capable of performing a Contract of this magnitude.

On new road surfaces, the Contractor shall pre-mark the centerlines and fog lines, as needed, at no additional cost to the Town.

Measurement and Payment

The measured quantity for 4" Reflectorized Line and 12" Stop Bars and Crosswalks will be paid at the Contract Unit Price per Linear Foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work. The measured quantity for Arrows and Miscellaneous Markings will be paid at the Contract Unit Price per Square Foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work.

ITEM 103 THERMOPLASTIC PAINT FOR 4" REFLECTORIZED LINES

ITEM 104 THERMOPLASTIC PAINT FOR STOP BARS & CROSSWALKS

ITEM 105 THERMOPLASTIC PAINT FOR ARROWS & MISCELLANEOUS MARKINGS

The Work under these items shall conform to the relevant provisions of Section 860 of the Standard Specifications and the following:

Material used and method of installation shall conform with the relevant provisions of Subsection M7, M7.01.03, M7.01.04, M7.01.18, and 860 of the Standard Specifications. All dimensions and spacing shall be as directed by the Engineer.

The Contractor shall install all pavement markings at locations as directed by the Engineer. **On new road surfaces, the Contractor shall pre-mark the centerlines and fog lines, as needed, at no additional cost to the Town.**

Measurement and Payment

The measured quantity for 4" Reflectorized Line and 12" Stop Bars and Crosswalks will be paid at the Contract Unit Price per Linear Foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work. The measured quantity for Arrows and Miscellaneous Markings will be paid at the Contract Unit Price per Square Foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work.

ITEM 106 EPOXY PAINT FOR 4" REFLECTORIZED LINES

Work under these items cover white and yellow epoxy reflectorized pavement marking material that is sprayed onto the pavement. Immediately following this, a surface application of glass beads is applied. The work, materials, and methods of installation under these items shall conform to the relevant provisions of Sections 860 and subsection M7 of the Standard Specifications. and the following:

The epoxy marking material shall be two-component (Part A and Part B), 100% solids type system formulated and designed to provide a simple volumetric mixing ratio (e.g. two volumes of Part A to one volume of Part B).

Part A of both white and yellow shall conform to the following requirements:
Percent by weight:

WHITE Pigment - 18 Minimum, Titanium Dioxide (ASTM D476, Type II) Epoxy Resin - 75 to 82
YELLOW Pigment - 18 Minimum, Titanium Dioxide (ASTM D476, Type II) 5 Minimum, Organic Yellow, Epoxy Resin – 73 to 77

The entire pigment composition shall consist of either titanium dioxide or titanium dioxide and organic yellow. No extender pigments are permitted. Yellow pigment shall be lead-free.
The work of these items shall only be performed when atmospheric and surface temperatures are 40°F higher

On new road surfaces, the Contractor shall pre-mark the centerlines and fog lines, as needed, at no additional cost to the Town.

All dimensions and spacing shall be as directed by the Engineer.

The measured quantity for Epoxy Paint for 4" Reflectorized Lines will be paid at the Contract Unit Price per Linear Foot, which price shall include all labor, materials and incidental costs required to complete the work.

ITEM 107 PAVEMENT MARKING REMOVAL

The Work under this section shall conform to the relevant provisions of Section 850.67 of the Standard Specifications and the following. Existing pavement markings shall be removed to the fullest extent possible by an approved method. Pavement removal methods shall not cause damage to the pavement or cause drastic change in texture, which could be construed as delineation at night, and shall be

approved by the Town. It is not permissible to paint over existing markings with black paint in lieu of removal. Approved methods include but are not limited to:

1. High pressure air.
2. High pressure water (cold weather use not permitted).
3. Sand blasting.
4. Mechanical devices such as grinders, sanders, scrapers, scarifiers, and wire brushes.

Painting over a pavement marking by use of asphaltic liquids or paints will not be permitted. Conflicting pavement markings shall be removed before any change in the traffic pattern.

Material deposited on the pavement as a result of removing markings shall be removed as the work progresses. Accumulations of sand or other material, which might interfere with drainage or could constitute a hazard to traffic, will not be permitted.

Any damage to the pavement or surfacing caused by pavement marking removal shall be satisfactorily repaired at no additional cost to the Town.

Where the removal operation is being performed near a lane occupied by traffic, a vacuum attachment operating concurrently with the removal operation must be in use. All residues shall be removed immediately from the surface being treated.

The measured quantity will be paid for at the Contract Unit Price per Square Foot which price shall include all labor, equipment, vacuuming, sweeping, hauling, disposing, and incidental costs required to complete the Work.

ITEM 108 DRAINAGE PIPE CLEANING

The Work under this item consists of the cleaning of existing drainage pipes. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage pipe cleaning will be paid for at the Contract Unit Price per Day (8 working hours exclusive of travel time) broken down as follows:

* Drainage pipe cleaning performed between 0 and 4 hours will be paid for at half the Contract Unit Price per Day.

* Drainage pipe cleaning performed for a period greater than 4 hours will be paid for at a proportion of the full Contract Unit Price per Day.

The Contract Unit Price per Day shall include all labor, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

ITEM 109 DRAINAGE STRUCTURE CLEANING BY CLAMSHELL (WITH DISPOSAL)

The Work under this item consists of the cleaning of existing drainage structures. The Work also includes the complete removal and legal disposal of the debris. Work under this item shall be

performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage structures shall be cleaned along their entire circumference. Debris shall be substantially (95%) removed from the structure walls and bottoms. The proposed equipment shall be submitted for approval by the Town Engineer or his designee.

The contractor shall be responsible for stockpile area management including confinement of debris, erosion control, loading, and removal of the debris. The contractor shall provide documentation of proper disposal to the town as a condition of payment. The contractor shall be responsible for any testing costs required for legal disposal of the catch basin cleanings. It is the responsibility of the Contractor to contact each Town and determine if a staging and stockpile area is available on town property or if the contractor will have to make alternative arrangements for a legal stockpile area.

The Contract Unit Price per Each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

ITEM 110 DRAINAGE STRUCTURE CLEANING BY CLAMSHELL (W/O DISPOSAL)

The Work under this item consists of the cleaning of existing drainage structures. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage structures shall be cleaned along their entire circumference. Debris shall be substantially (95%) removed from the structure walls and bottoms. The proposed equipment shall be submitted for approval by the Town Engineer or his designee.

The town shall provide the contractor an area to dump the catch basin cleanings. The town will manage the stockpile area and legally dispose of the debris.

The Contract Unit Price per Each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

ITEM 111 DRAINAGE STRUCTURE CLEANING BY VACUUM TRUCK (WITH DISPOSAL)

The Work under this item consists of the cleaning of existing drainage structures. The Work also includes the complete removal and legal disposal of the debris. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage structures shall be cleaned along their entire circumference. Debris shall be substantially (95%) removed from the structure walls and bottoms. The proposed equipment shall be submitted for approval by the Highway Division Superintendent.

The contractor shall be responsible for stockpile area management including confinement of debris, erosion control, loading, and removal of the debris. The contractor shall provide documentation of

proper disposal to the town as a condition of payment. The contractor shall be responsible for any testing costs required for legal disposal of the catch basin cleanings. It is the responsibility of the Contractor to contact each Town and determine if a staging and stockpile area is available on town property or if the contractor will have to make alternative arrangements for a legal stockpile area.

The Contract Unit Price per Each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

ITEM 112 DRAINAGE STRUCTURE CLEANING BY VACUUM TRUCK (W/O DISPOSAL)

The Work under this item consists of the cleaning of existing drainage structures. The Work also includes the complete removal and legal disposal of the debris. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage structures shall be cleaned along their entire circumference. Debris shall be substantially (95%) removed from the structure walls and bottoms. The proposed equipment shall be submitted for approval by the Highway Division Superintendent.

The town shall provide the contractor an area to dump the catch basin cleanings. The town will manage the stockpile area and legally dispose of the debris.

The Contract Unit Price per Each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

ITEM 113 DRAINAGE STRUCTURE ADJUSTED

The Work under this item shall consist of the adjustment of utility castings for overlays and minor reconstruction where said adjustment is no greater than 6 inches (rise or fall) from existing line and grade and shall conform to the relevant provisions of Sections 201, 202, and 220 of the Standard Specifications and the following:

The Contractor shall maintain the drainage (or sewer) system in the project areas or drainage facilities outside the project area affected by the work performed by the Contractor to provide continual drainage of the travel ways and construction areas. All drainage (or sewer) castings required to be raised to accommodate pavement overlays shall be paid for under this item.

When in the judgment of the Engineer, the masonry below the casting shows deterioration and directs the contractor to remodel, the pay item shall be by the vertical foot and the cost per vertical foot as measured from the bottom of the existing casting, shall be paid as described in Item 108 Drainage Structure Rebuilt.

Clay brick conforming to Subsection M4.05.2 of the Standard Specifications shall be used to make grade adjustments of structure frames.

Any castings damaged due to the Contractor's operations shall be replaced with similar H-20 North American made cast iron castings at no cost to the Town.

A structure adjusted more than once by the Contractor, due to his plan of operation, will be paid for only once regardless of how many adjustments are made to the structure.

The Contract Unit Price per Each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. No separate payment will be made for the maintenance of the existing drainage (or sewer) system, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

ITEM 114 DRAINAGE STRUCTURE REBUILT

This item applies to the complete rebuilding of an existing structure and includes new masonry construction, backfilling around structures and other incidental work and shall conform to the relevant provisions of Sections 201 and 220 of the Standard Specifications and the following:

The Work shall consist of rebuilding, removing, replacing and adjusting the masonry units and adjusting the castings of existing structures. The casting and deteriorated masonry shall be removed in a neat manner until a clean sound base is obtained upon which concrete blocks and clay bricks may be set to rebuild the structure.

Sand borrow shall be furnished by each Town for backfill where required when excavated material is unsuitable.

Method of measurement shall be measured by the average height in vertical feet and tenths of feet from the bottom row of rebuilt masonry to the bottom of casting.

The cost of removing and replacing the casting, excavation, backfilling around structures and other incidental work shall be included in the unit price for this Item.

The Contract Unit Price per Vertical Foot shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work.

ITEM 115 STEEL BEAM (WEATHERING) HIGHWAY GUARDRAIL (SINGLE FACED/WOOD POSTS)

The Work shall include the furnishing and installation of 12 gauge corrosion resistant (weathering) steel beam rails conforming to AASHTO M180 and wood posts (6" x 8" x 6") and offset blocks (6" x 6") conforming to relevant provisions of Sections 600 and M8.07.0 of the Standard Specifications and to the Construction Standards. Posts shall be set at 6 feet 3 inches on center. Standard reflectors (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail) shall be furnished and installed on every other panel at no additional cost to the Town.

The contractor shall be guaranteed a minimum of 100 linear feet/day

The measured quantity will be paid for at the Contract Unit Price per Linear Foot, which price shall include all labor, materials (including reflectors), equipment, and incidental costs required to complete the Work. If requested by a Town, the Contractor shall negotiate a fair additional for end treatments.

ITEM 115A STEEL BEAM (WEATHERING) HIGHWAY GUARDRAIL (SINGLE FACED/STEEL POSTS)

The Work shall include the furnishing and installation of 12 gauge corrosion resistant (weathering) steel beam rails conforming to AASHTO M180 and steel posts conforming to relevant provisions of Sections 600 and M8.07.0 of the Standard Specifications and to the Construction Standards. Posts shall be set at 6 feet 3 inches on center. Standard reflectors (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail) shall be furnished and installed on every other panel at no additional cost to the Town.

The contractor shall be guaranteed a minimum of 100 linear feet/day

The measured quantity will be paid for at the Contract Unit Price per Linear Foot, which price shall include all labor, materials (including reflectors), equipment, and incidental costs required to complete the Work. If requested by a Town, the Contractor shall negotiate a fair additional for end treatments.

ITEM 116 STEEL BEAM (WEATHERING) HIGHWAY GUARDRAIL (SINGLE FACED/WOOD POSTS)(INCLUDING REMOVAL AND STACKING OF EXISTING GUARDRAIL)

The Work shall include everything outlined above in the immediately preceding item plus the removal and stacking of existing guardrail of various types. If requested by a Town, the Contractor shall negotiate a fair additional cost for end treatments.

The contractor shall be guaranteed a minimum of 100 linear feet/day.

The measured quantity will be paid for at the Contract Unit Price per Linear Foot, which price shall include all labor, materials (including reflectors), equipment, and incidental costs required to complete the Work. If requested by a Town, the Contractor shall negotiate a fair additional for end treatments.

ITEM 117 STEEL BEAM (WEATHERING) HIGHWAY GUADRAIL-TERMINAL END

The Work shall include the furnishing and installation of a steel beam (weathering steel) terminal end in conjunction with Items 115 & 116 which shall consist of curved guard rail section, wood posts, offset blocks, and "boxing glove" end, conforming to AASHTO M180 and wood posts (6" x 8" x 6') and offset blocks (6" x 6") conforming to relevant provisions of Sections 601 and M8.07.0 of the Standard Specifications and to the Construction Standards. Posts shall be set at 6 feet 3 inches on center.

The measured quantity will be paid for at the Contract Unit Price per Each, which price shall include all labor, materials (including reflectors), equipment, and incidental costs required to complete the Work and shall include 13 ft long +/-curved guard rail section, wood posts, boxing glove end and Standard reflector (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail)

ITEM 117A STEEL BEAM (WEATHERING) HIGHWAY GUADRAIL-TERMINAL END

The Work shall include the furnishing and installation of a steel beam (weathering steel) terminal end in conjunction with Items 115 & 116 which shall consist of curved guard rail section, steel posts, and "boxing glove" end, conforming to AASHTO M180 and steel posts conforming to relevant provisions of

the Standard Specifications and to the Construction Standards. Posts shall be set at 6 feet 3 inches on center.

The measured quantity will be paid for at the Contract Unit Price per Each, which price shall include all labor, materials (including reflectors), equipment, and incidental costs required to complete the Work and shall include 13 ft long +/-curved guard rail section, steel posts, boxing glove end and Standard reflector (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail)

ITEM 118 STEEL BEAM HIGHWAY GUARDRAIL (SINGLE FACED/WOOD POSTS)

The Work shall include the furnishing and installation of steel beam guard rail and posts conforming to the Standard Specification subsection M 8.07.0. Posts shall be set at 6 feet 3 inches on center. Standard reflectors (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail) shall be furnished and installed on every other panel at no additional cost to the Town.

Each site shall be a guaranteed minimum of 100 linear feet.

The measured quantity will be paid for at the Contract Unit Price per Linear Foot, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work. If requested by a Town, the Contractor shall negotiate a fair additional cost for removal/disposal of existing guardrail and/or end treatments.

ITEM 119 STEEL-BACKED TIMBER GUARDRAIL

The Work under this Item shall conform to Sections 106, 601, 617, 710 and 716 of the U.S. Department of Transportation Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-85), all subsequent errata and addenda, to the applicable provisions of the Standard Specifications and the following:

Materials

Timber Rail: The timber shall conform to AASHTO M 168. Fabricate the 6 by 10 inch timber rail from dry, well seasoned, and dressed rough sawn Douglas Fir, Southern Pine, or other species having a stress grade of at least 1,500 psi.

Treat the timber rail and wood elements with CCA, ACZA, or ACA preservative treatment conforming to AWWPA C14 except the minimum retention shall be 0.60 lbs/ft.

Steel: Fabricate the steel backing elements from 0.375 inch structural steel conforming to AASHTO M 222 M. Fastener hardware shall conform to AASHTO M 164, Type 3.

Wood Posts: The 10" by 12" inch guardrail posts shall conform to materials for timber rail as specified above.

Guardrail Hardware: Hardware shall conform to the AASHTO – AGC – ARTBA "A Guide to Standardized Highway Barrier Hardware," 1995 Edition.

Construction Methods

The Steel-Backed Timber Guardrail shall be Type A, and the Turn-down Terminal Section shall be Type FAT – 30 or Type FAT –20 as directed by each Town.

Posts shall be placed plumb, in hand or mechanically dug holes, then backfilled with approved gravel material placed in 6 inch layers and thoroughly compacted.

Where it is possible to maintain 2-feet minimum between the back of the guardrail post and the top of a slope 2:1 or steeper, the post length may be reduced to 7 feet.

Retreat field cuts of posts and rails, where required, with two coats of preservative treatment. Field cuts shall not be in contact with the ground.

Field cut steel rails and field drill holes in the steel splice plates at joints only where required to correspond to field cut wood rails at joints. Do not modify hole and slot dimensions. Do not use torch to cut holes, slots, plates or rails.

A wooden guardrail post that has a through check, shake or end split in the same plane as, or a plane parallel to the bolt hole and extending from the top of the post to within 3 inches of the bolt hole will be rejected.

Distance between wooden posts shall be 10 feet on center. Standard reflectors (MHD Item 833.5 Demountable ReflectORIZED Delineator - Guardrail) shall be provided and installed every 50' on average at no additional cost to the Town.

Construct terminal sections at the locations as directed by each Town. Terminal sections consist of posts, railing, hardware, and anchorage assembly necessary to construct the turn-down terminals.

Each site shall be a guaranteed minimum of 100 linear feet.

Measurement and Payment

Steel-Backed Timber Highway Guardrail (including reflectors and turn-down terminals) will be measured by the Linear Foot along the face of rail element, including terminal sections. The quantity for Steel-Backed Timber Highway Guardrail will be paid for at the Contract Unit Price bid per Linear Foot, which price shall be full compensation for all materials, tools, equipment and labor incidental to and necessary for the completion of the work in place to the satisfaction of each Town. If requested by a Town, the Contractor shall negotiate a fair additional cost for removal/disposal of existing guardrail and/or end treatments.

ITEM 120 WOODEN GUARDRAIL

The Work shall include the furnishing and installation of wooden guardrail and posts conforming to Section M8.07.0, paragraph B.2 Wood Posts and paragraph D, Bolts, Nuts and Washers of the Standard Specifications; and, the following specifications.

All posts shall be sawed off square prior to setting. Posts shall be set plumb and to line and grade. Post spacing shall be 4'-0" on center. Single wood rails shall be erected as to form a smooth, continuous rail conforming to the required line and grade. Wood rail elements shall butt firmly against each other and

joints shall occur in the direct center of the post. All bolts shall be drawn tight. Ends shall be angled downward at approximately a 30 degree angle with a 1 foot tall post unless otherwise directed by the Engineer. The end of the angled rail shall be cut to butt firmly against the horizontal rail. Rails shall be 4" x 10" x 16' pressure treated Southern Yellow Pine. Standard reflectors (MHD Item 833.5 Demountable ReflectORIZED Delineator - Guardrail) shall be provided and installed every 50' on average at no additional cost to the Town.

Each site shall be a guaranteed minimum of 100 linear feet.

The measured quantity will be paid for at the Contract Unit Price per Linear Foot, which price shall include all labor, materials (including reflectors), equipment, and incidental costs required to complete the Work. If requested by a Town, the Contractor shall negotiate a fair additional cost for removal/disposal of existing guardrail and/or end treatments.

ITEM 121 GRANITE CURB TYPE VB – STRAIGHT

ITEM 122 GRANITE CURB TYPE VA4 – STRAIGHT

Work under these items shall conform to the relevant provision of Section 501 of the Standard Specifications and the following:

All curbing shall be set on a bed of dry compacted gravel base. The spaces between the curb and the walls of the trench (**both front and back sides of the curb**) shall be filled with 4,000 PSI concrete to the depth directed, and shall then have a 2-inch base of Hot Mix Asphalt placed upon it. This shall ensure proper adhesion of the overlays to the existing surface.

The Contractor shall be responsible for saw cutting the existing pavement edge as directed by the Town, for excavating the area needed for the curbing and concrete installation, and for hauling and disposing of the excavated material.

The Contractor shall be responsible for meeting all current Federal and State architectural accessibility requirements. This includes but is not limited to: slopes; grades; and construction materials.

If requested by the Contractor, an additional cost per Linear Foot for transition and curved granite curbing equal to the demonstrated incremental item cost per Linear Foot can be negotiated. The incremental cost must be substantiated by invoiced costs or other means satisfactory to the Town.

The measured quantity will be paid for at the Contract Unit Price per Linear Foot and any additional cost demonstrated for transition and curved curbing, shall include all labor, materials, equipment, saw cutting, excavating, hauling, disposing, and incidental costs required to complete the Work.

ITEM 123 PAVE SHIELD PAVEMENT SEALING (1,500 SQUARE YARDS OR GREATER)

ITEM 124 PAVE SHIELD PAVEMENT SEALING (UNDER 1,500 SQUARE YARDS)

The Work shall consist of providing and installing two coats of an Engineered resin emulsion seal coat slurry (PaveShield by Neyra Industries, Inc.) over aged and new hot mix asphalt concrete pavements, and shall conform to the relevant provisions of the Standard Specifications and the following:

Testing Methods and Practices

ASTM C 136 Method for Sieve Analysis of Fine and Coarse Aggregates
 ASTM D 244 Standard Test Method for Emulsified Asphalts
 ASTM D 2939 Method for Testing Emulsified Bitumens used as Protective Coatings
 ASTM D 3910 Practices for Design, Testing, and Construction of Slurry Seal
 AASHTO T-04481 - Method for Testing the Solubility of Bituminous Materials in Organic Solvents

Materials

Sealer (Pavement Coating): PaveShield manufactured by Neyra Industries, Inc., Cincinnati, Ohio; or approved equivalent. An engineered resin emulsion specifically formulated to extend pavement life. Physical Composition: Sealer shall meet the following requirements when tested in accordance with ASTM D2939:

Requirements	Max.	Min.
Non-Volatiles %	-	47
Water %	53	-
Ash of Non-Volatiles %	40	30
Specific Gravity	-	1.1

Drying Time: When tested according to ASTM D2939, sealer shall be “set to touch” in 1 hour, and exhibit “final set” in less than 8 hours.

Non-Flammability: The cured coating shall show no tendency to flash or ignite.

Adhesion & Resistance to Water: The cured coating shall exhibit no penetration, blistering, loss of adhesion, nor tendency to re-emulsify after immersion for 24 hours.

Oil Spot Primer: Neyra Petrobond manufactured by Neyra Industries, Inc., Cincinnati, Ohio; or approved equivalent. Water based acrylic oil spot primer compatible with pavement coating.

Sand: As recommended in printed data sheets by sealer manufacturer. Washed, dry silica sand free of dust, trash, clay, organic materials or other contaminants.

Gradation: To have an American Foundry Society grain fineness number that is no less than fifty (50) and no more than seventy (70), when tested in accordance with ASTM C 136.

Mixing Water: Potable and free from harmful soluble salts. Temperature of the water shall be a minimum fifty degrees (50) F.

Submittals

Contractor shall submit to the Owner: the trade name and manufacturer of the sealer and oil spot primer; and, the sealer and oil spot manufacturer’s printed Product Data Sheets and Technical Specifications.

At its discretion, Owner may require submittal of references, list of similar sites where the same products have been installed by Contractor, and other information needed by the Owner to complete its evaluation (see Instructions to Bidders contained herein).

Equipment

Use equipment that keeps the mixture homogeneous at all times and is capable of applying required coating weights evenly over entire width of application mechanism to provide a uniformly coated surface.

Construction Procedures

Site Examination(s): Contractor shall inspect new and existing paving surfaces for condition and defects that will adversely affect quality of work, and which cannot be put into an acceptable condition through normal preparatory work as specified herein. Contractor shall notify the Owner in writing of the specific defects found. Owner shall not be required to fix said defects unless Owner wishes to continue with the project and have the Contractor complete the sealing work. Contractor shall not be required to place the sealer over the noted defects without the defects being repaired by the Owner.

Preparation: Owner shall be responsible for: repairing any paving defects (if he chooses to continue with the work); for pre-sweeping the areas to be sealed; for providing and installing barriers needed to protect the work; and, for providing and paying for police services, if needed. Contractor shall be responsible for: final cleaning (e.g., removal of fines, if needed) of the areas to be sealed; for cleaning oil spots and treating with oil spot primer; and, for protecting adjacent curbs, walks, fences, and other items from receiving primer and coating.

Sealing: Contractor shall apply coating (sealer) when pavement temperature is at least fifty (50) degrees F. and air temperature is fifty (50) degrees F. and rising, and shall apply coating during dry weather and when rain is not anticipated within eight (8) hours after application is completed. Because of the public nature of the work sites, Contractor understands and agrees that he may not be allowed to close off an entire area (e.g., a golf course or Town Hall parking lot) all at once and may be required to complete sealing of an area over two work cycles.

Contractor shall add water to the coating mix as required for application, quantity not to exceed twenty five (25) percent of engineered resin emulsion; and, shall add three (3) to five (5) pounds of sand per gallon to the engineered resin emulsion, and mix with power equipment to a homogeneous coating. Contractor shall apply all coats uniformly at a rate of 0.14 - 0.17 gallons per square yard using mixed and diluted material. Each coat shall be allowed to cure sufficiently to take traffic without scuffing. Final coat shall be allowed to cure a minimum of twenty four (24) hours under good drying conditions before allowing traffic.

For new paved areas, Contractor shall allow new asphalt to cure at least thirty (30) days before applying pavement coating. There shall be no difference in payment if the existing surface is new asphalt or aged asphalt.

Contractor shall remove primer and coating from surfaces other than those requiring primer and coating.

Materials:

The aggregate shall be 1/4" or 3/8" durable crushed rock, consisting of the angular fragments obtained by breaking and crushing solid or shattered natural rock, and free from a detrimental quantity of thin, flat, elongated or other objectionable pieces. The crushed stone shall have a maximum percentage of wear as determined by the Los Angeles Abrasion Test (AASHTO-T-96) and shall be uniformly blended meeting Section M2.01.6 of the Standard Specifications. Crushed gravel will not be permitted.

The asphalt emulsion shall be a Cationic Asphalt Emulsion CRS-2 or CMS-2.

Properties:

Viscosity, Saybolt Furol @ 122 degrees F (50 degrees C),s		300
Sieve Test, %	.02	
Residue by distillation, %		67
Test on residue from distillation test:		
Penetration, 77 degrees F (25 degrees C) 100g, 5 s		140
Ductility, 77 degrees F (25 degrees C), 5 cm/min, cm	60	
Solubility in 61richloroethylene, %		99

SP-27

The anti-track material shall be Black Beauty, as manufactured by the Reed Minerals Slag Products, a division of HARCO Corp. in Highland, Indiana or an approved equal.

Measurement and Payment

The measured quantity will be paid for at the Contract Unit Price per Square Yard, which price shall include all labor, materials, equipment, and incidental costs required to satisfactorily complete the work (including oil spot cleaning and priming).

ITEM 125 MODIFIED ASPHALT-FIBER CRACKFILLER

The Work under this item shall include the preparation of cracks in existing bituminous concrete pavement which may be overlain with new bituminous concrete or stone seal, and the filling of the prepared cracks with a modified asphalt-fiber compound. Work shall be completed on bituminous concrete in an "as is" condition (e.g. Towns will not sweep areas beforehand).

The crack filling material shall be a modified asphalt-fiber compound designed especially for improving strength and performance of the parent asphalt sealant. The asphalt binder shall consist of a blend of neat asphalt binder and chemically modified crumb rubber (CMCR) that meets the following specifications:

PG 64-28 or PG 70-28 after modification.

Viscosity of not more than 3PaS at 300 degrees F.

Modification at a minimum shall consist of 5% CMCR and the maximum particle size for the CMCR shall be 80 mesh (#80 sieve).

The performance grade of the neat asphalt binder shall not exceed a PG 58-XX.

The asphalt supplier shall provide testing for the neat asphalt binder and modified asphalt binder in accordance with AASHTO M320.

Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

Length* 0.25in.+0.02
Elongation at Break; ASTM D2256-90 38%
Melting Point; ASTM D3418-82 >475 degrees F (246 degrees C)
Crimps/Inc; ASTM D3937-90 None
Cross Section Round
Denier; ASTM D1577-90 4.5 Nominal dpf
Tensile Strength; ASTM D2256-90 >70,000 psi
Diameter 0.0085 in. **
Specific Gravity; ASTM D792-91 1.32 to 1.40

* At temperatures ranging from ambient to maximum finished product mix temperature

** Subject to Normal Variations

Modified asphalt-fiber compound shall be mixed at a rate of 8% fiber weight to weight of asphalt cement.

Only cracks larger than 1/4-inch in width, as determined by the Engineer, shall be sealed. Overbanding shall not exceed 4" in width after placement. **Expansion of the overband by traffic or weather will result in a deduction in the total gallons applied equal to the ratio of the expansion to the overband.** (As an example, a 1" expansion of a 4" overband will result in a 25% deduction in the total gallons of crackfiller applied.)

The air compressor shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at a pressure of not less than 90 pounds per square inch at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water. Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning roadway pavements shall be used to remove debris, dirt, and dust from the cracks.

The melting kettle required to melt the joint sealing compound shall be an indirect fired type double-walled boiler. The space between the inner and outer walls shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 600 degrees Fahrenheit. The kettle must be equipped with a satisfactory means of agitating the joint sealer at all times by continuous stirring with mechanically operated paddles and/or by a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with a thermostatic control calibrated between 200 degrees F and 550 degrees F and must be capable of pumping an 8% fiber content blend.

The equipment used in the performance of the required Work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition at all times.

All cracks shall be thoroughly cleaned (including vegetation) by blowing with compressed air or other approved method just prior to the placement of the joint sealing material. All cracks shall be sterilized by use of a propane air torch generating 2,000 degrees F. and 3,000 foot/second velocity to eliminate all

vegetation, dirt, moisture and seeds. All debris removed from the cracks shall be removed from the pavement surface immediately by means of a power sweeper, hand or air broom.

No crackfiller material shall be placed in wet cracks or where snow, ice, or frost are present, nor when the air temperature is below 32 degrees F.

The asphalt-fiber compound shall be thoroughly mixed for a minimum of one (1) hour before application can begin. Whenever material is added to the tank, sealing operations shall be suspended for one (1) hour to allow for the minimum required mixing time. Minimum application temperature shall be 320 degrees F.

Fibers and CMCR shall be added in the presence of the Engineer and shall be added only once for each individual batch mixed in order to insure a consistent concentration of fibers in the compound. Adding fibers and other materials "on-the-fly" will not be allowed.

Sealant shall be delivered to the pavement cracks through a high pressure hose line and applicator shoe. A boiler slag aggregate shall be broadcast over the cracks to prevent sealant from being picked up. Modified asphalt-fiber crack filler will be measured for payment by the actual number of gallons of filler applied to the pavement. Modified asphalt-fiber crack filler will be paid for at the Contract Unit Price per Gallon, which price shall include all labor, material, equipment and incidental costs required to complete the Work.

ITEM 126 RUBBER CRACK FILLER

Crack sealant material shall be asphalt-vulcanized rubber material conforming to the following requirements:

1. The asphalt shall have a maximum penetration of 150 when tested in accordance with the procedure specified by the applicable AASHTO specification.
2. The granulated curb rubber (100% vulcanized) shall meet the following requirements:

PASSING SIEVE PERCENT

No. 8, 100

No. 10, 98 – 100

No. 40, 0 – 100

The specific gravity of the granulated curb rubber shall be 1.15 ±0.02 and shall be free of fabric, wire or other contaminated materials, except that up to four percent of calcium carbonate may be included to prevent particles from sticking together. Rubber materials shall be packaged in boxes of approximately 60-lb. weight, with a polyethylene liner. The boxes shall be placed on pallets and covered with a weather resistant covering. Equipment used by the Contractor shall be specifically manufactured for this purpose.

PREPARATION

1. Prior to application of hot asphalt-rubber sealant, joints and cracks shall be cleaned to remove dust, dirt, moisture and foreign material or old sealant.

2. Asphalt-rubber sealant material shall be unboxed and placed in joint and crack sealing machine for heating and mixing. The asphalt-rubber shall be heated to a minimum temperature of 300°F. The material shall be held in the mixing tank at application temperature until very little separation of the rubber and asphalt occurs when a bead of sealant material is placed on the pavement. Sealant material may be added to the mix as long as the minimum temperature of 300°F is maintained.

APPLICATION

1. Cracks shall be sealed from the bottom up. Sealant material shall be applied so it is flush with the surface.
2. Traffic shall not be allowed on the material until it has cured or until it has been sanded to prevent tracking.

PAYMENT

Rubber crack filler will be measured for payment by the actual number of gallons of filler applied to the pavement. Rubber crack filler will be paid for at the Contract Unit Price per Gallon, which price shall include all labor, material, equipment and incidental costs required to complete the Work.

ITEM 200 HOT MIX ASPHALT PAVEMENT (LOADED ON TOWN TRUCKS)

Bituminous Concrete (Hot Mix Asphalt) shall be manufactured in conformance with the material, composition, mixing, testing and plant requirements of Standard Specification Section M3. Top course mix, binder course mix and dense mix shall be furnished, as required, and loaded on Town trucks.

ITEM 201 SAND BORROW**ITEM 202 LOAM BORROW**

Sand and Loam Borrow materials shall conform to the following Standard Specification subsections:

Sand Borrow - for Winter Maintenance - M 1.04.0 Type a (Washed)

Loam Borrow - M 1.05.0

Sand shall be washed and screened through a one quarter inch (1/4") screen. The sand must be coarse and free from clay, silty loam and other undesirable materials. Deliveries of sand shall be made during the vendor's normal business hours, Monday through Friday. A Town may require, at its discretion, that emergency deliveries must be made during other periods to include Saturdays, Sundays, Holidays and non-business hours Monday through Friday at no extra cost to the Town. The vendor shall complete normal and emergency deliveries within a 12 hour period after receiving a request for delivery (maximum delivery 1,000 tons per 12 hours).

Loam borrow shall be screened to removed all stones and other material larger than 1 inch.

ITEM 203 1-1/2" CRUSHED STONE (DOUBLE WASHED)**ITEM 204 3/4" CRUSHED STONE (DOUBLE WASHED)****ITEM 205 3/8" PEASTONE (DOUBLE WASHED)****ITEM 206 3/4" DENSE GRADES CRUSHED STONE**

Aggregate materials shall conform to the following Standard Specification subsections:

Crushed Stone - M 2.01.1 through 2.01.6 (double washed)

Dense Graded Crushed Stone - M 2.01.7 (3/4")

A requirement for all grades of crushed stone (except dense graded) shall be that not more than 0.3% of unsatisfactory material shall pass a No.4 sieve.

ITEM 207 RECYCLED ASPHALT

The recycled asphalt material shall meet the following gradation requirements:

Sieve Designation	Percentage By Weight Passing Through
3"	100
1-1/2"	70 - 100
3/4"	50 - 85
#4	30 - 60
#50	8 - 24

#200

0 - 10

The stone and sand material shall consist of inert material that is hard, angular, and durable, and free from cement concrete, brick, reinforcing steel, glass, wood, building rubble, loam and clay and other deleterious materials. Native round stone and materials that break up when alternately frozen and thawed or wetted and dried shall not be used. The material shall be "T-base" as manufactured by Aggregate Industries, Inc. or approved equivalent.

Each stockpile shall be tested (at no additional cost to the Town) for sieve analysis and California Bearing Ratio (CBR) by an independent, qualified Massachusetts laboratory. The certified results shall be equal to or

greater than that of gravel borrow (M1.03.0 type b), and the certifications shall be supplied to each Town. The processed material shall be stockpiled in such a manner as to minimize segregation of particle sizes. All recycled pavement material shall come from approved stockpiles.

The material shall be subject to review and approval by a Town prior to delivery.

ITEM 208 4'x4' PRECAST LEACH GALLEY

ITEM 209 1,000 GALLON PRECAST SOLID CATCH BASIN

ITEM 210 1,000 GALLON PRECAST LEACH BASIN

ITEM 211 4' DIAMETER PRECAST CATCH BASIN W/OFFSET TOP

All precast structures shall be capable of withstanding H-20 loading with a minimum concrete strength of 4,000 psi @ 28 days. Steel reinforcement shall be Grade 60 meeting ASTM-A-615 requirements.

The 1,000 Gallon Precast Solid Catch Basin shall have a solid bottom or include a 6' diameter Basin Pad meeting the same requirements as the structures. The cost of the Base Pad shall be included with the cost of the structure.

The 4' Diameter Precast Catch Basin w/Offset Top shall have separate top with an offset opening. The structure shall have a 4 foot deep sump below the outlet pipe.

The Town shall specify the hole diameter and hole location(s) at the time of order.

The manufacturer shall deliver the structure to the Town DPW or at the installation location as specified by the Town.

Payment for the precast drainage structures shall be by the Contract Unit Price per Each delivered.

ITEM 212 PRECAST GUTTER INLET EACH

ITEM 213 8" FRAME AND COVER EACH

ITEM 214 8" FRAME AND GRATE MUNICIPAL STANDARD EACH

ITEM 215 12" HOOD EACH

ITEM 216 12" REINFORCED CONCRETE PIPE (CLASS IV) EACH

ITEM 217 12" CORRUGATED PLASTIC (POLYETH.) PIPE EACH

All precast structures shall be capable of withstanding H-20 loading with a minimum concrete strength of 4,000 psi @ 28 days. Steel reinforcement shall be Grade 60 meeting ASTM-A-61 5 requirements. Gutter Inlets shall Acme-Shorey Model GI or similar with minimum outside dimensions of 30" by 30" and capable of withstanding an HS-20 load.

The word "DRAIN" shall be prominently cast in the top of all drain manhole covers. Frame and Covers shall be East Jordan Iron Works Massachusetts Standards Manhole Frame and Cover Type B or similar 8" frame and cover matching MassDOT Constructions Details E 202.7.0.

Frame and Grates shall be East Jordan Iron Works LF248-4-40 or similar 8" frame and grate matching MassDOT Construction Details E 201.6.0

Reinforced Concrete Pipe shall conform to MassDOT Section M5.02.1 and the AASHTO M170 for Standard Strength Reinforced Concrete Culvert Pipe for class III Pipe, Wall B. Pipes shall be of the bell and spigot type and capable of supporting an HS-20 live load. A preformed flexible plastic sealing compound of Butyl Mastic Rope Sealer " 1" size, "EZ Stick" as manufactured by Concrete Products supply or an approved equal shall be provided for sealing watertight joints.

Corrugated Plastic (Polyethylene) Pipe shall conform to MassDOT Section M5.03.10. Pipe shall be smooth interior wall and corrugated exterior wall, and be water-tight. Pipe shall be minimum 12- inch diameter. Ends shall be bell-and-spigot and comply with the requirements for test methods, dimensions and markings found in AASHTO Designations M252 and M294. Pipe shall support an HS-20 live load with a maximum deflection of 5% of the minimum pipe diameter. Pipe and fittings shall be made from virgin polyethylene compounds which conform to the applicable current edition of the AASHTO Material Specifications for cell classification as defined and described in ASTM D3350. Nominal sizes of 12- to 60- inch shall be either AASHTO Type 'S' or Type 'D'

Catch basin hoods shall protrude no more than 12 inches beyond the end of pipe into the structure. Acceptable hoods are Ground Water Rescue Inc. Eliminator, Best Management Practices Inc. Snout® or equal lightweight hood.

ITEM 218 RIPRAP

Material shall conform to the provisions of Section M2.02.2 of the latest Massachusetts Department of Transportation Standard Specifications and the following:

Stone for dumped riprap shall be hard, durable, angular in shape, resistant to weathering and shall meet the gradation requirement specified below. Rounded stones, boulders, sandstone or similar soft stone or relatively thin slabs will not be acceptable.

MAXIMUM PERCENT OF TOTAL WEIGHT

SIZE OF STONE	SMALLER THAN GIVEN SIZE
400 lb.	100
300 lb.	80
200 lb.	50
*25 lb.	10

*No more than 5% by weight shall pass a 2 in. sieve.

Each stone shall weigh not less than 50 pounds and at least 75% of the volume shall consist of stones weighing not less than 500 pounds each. The remainder of the stones shall be so graded that when placed with the larger stones the entire mass will be compact.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item A2 RIP RAP shall be paid at the price per TON, which shall be the full payment of all labor, materials, equipment, tools and other incidentals necessary for the delivery of the material to the Eastham DPW Yard, based on truck weight slips.

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENT, that we _____ with a place of business at _____ as principal (the "Principal"), and _____, a corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at _____ as Surety (the "Surety"), are held and firmly bound unto Barnstable County as Obligee (the "Obligee"), in the sum of _____

lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of _____, and entitled _____ **[Insert Contract Title or Name of Project here]**.

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

IN WITNESS WHEREFORE, the Principal and Surety have hereto set their hands and seals this _____ day of _____, 20____.

PRINCIPAL

SURETY

[Name and Seal]

[Attorney-In-Fact][Seal]

[Title]

[Address]

[Phone]

Attest: _____

Attest: _____

The rate for this Bond is _____ % of the first \$ _____ and _____ % for the next \$ _____.

The total premium for this Bond is \$ _____.

END OF PAYMENT BOND

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENT, that we _____ with a place of business at _____ as principal (the "Principal"), and _____, a corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at _____ as Surety (the "Surety"), are held and firmly bound unto Barnstable County as Obligee (the "Obligee"), in the sum of _____ lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of _____, and entitled _____ **[Insert Contract Title or Project Name here]**

NOW THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors or Suppliers under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms, and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life and including any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions. The obligations of the Surety set forth herein shall become null and void only if expressly waived in writing by the Obligee Barnstable County; otherwise such obligations shall remain in full force and virtue.

IN THE EVENT the Contract is abandoned by the Principal, or is terminated by the Obligee, Barnstable County, under the applicable provisions of the contract, the Surety hereby further agrees that the Surety shall, if requested in writing by the Barnstable County promptly take all such actions as is necessary to complete said Contract in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this _____ day of _____, 20____.

PRINCIPAL

SURETY

[Name and Seal]

[Attorney-In-Fact]

[Title]

[Address]

[Phone]

Attest: _____

Attest: _____

The rate of the Bond is _____% of the first \$_____ and _____% for the next \$_____.

The total premium for this Bond is \$_____.

END OF PERFORMANCE BOND

APPENDIX - A

MOST COMMONLY USED STANDARD FORMS

Schedule for Participation by MBE/WBE

Change Order

Statement of Compliance

Certified Payroll

BARNSTABLE COUNTY

Project: _____ Title: _____

Project Location: _____

SCHEDULE FOR PARTICIPATION BY WOMEN/MINORITY BUSINESS ENTERPRISE

A. General Contractor must submit to the Office within (5) five working days of the award of Bids.

BIDDER CERTIFICATION:

A. Bidder agrees to expend at least the amount of the contract set forth below if awarded, for W/MBE. For the purposes of this commitment, the designation means a business that has been certified by SDO as such. The Bidder must indicate the W/MBE it intends to utilize in this document as follows: (Attach sheet if additional space is required.)

	<u>Company Name &Address</u>	<u>W/MBE</u>	<u>Nature of Participation</u>	<u>If Supplier W/MBE%</u>	<u>Dollar Value of Participation</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
Total Dollar Value of WBE Commitment:				\$	_____
Total Dollar Value of MBE Commitment:				\$	_____
Total Dollar Amount				\$	_____

The undersigned hereby certifies that he or she read the terms of this condition and is authorized to bind the Bidder to the commitment herein set fourth.

Date _____

Name of Firm

Authorized Signature

Business Address

LETTER OF INTENT
(THIS FORM MAY BE PHOTOCOPIED)

Women/Minority Business Enterprise Participation
(To be Complete by W/MBE and Submitted by the General Bidder.)

Project: _____ Title: _____

Project Location: _____

Check one:
_____ MBE _____ WBE

TO: _____
Name of General Bidder/filed Sub-bidder

1. My company intends to perform work in connection with the above project as:

- _____ an individual
- _____ a partnership
- _____ a corporation
- _____ a joint venture with _____
- _____ other (explain) _____

2. My company has been certified by SDO and it has not changed its women/minority ownership, control, or management without notifying SDO within thirty (30) days of such a change.

3. My company understands that if your company is awarded the contract, your company intends to enter into an agreement with my company to perform the activity described below for the prices indicated. My firm also understands that your firm, as General Bidder, will make substitution only as allowed by the County Contract.

W/MBE PARTICIPATION

<u>Item Number</u> <u>(if Applicable)</u>	<u>Description of Activity (with</u> <u>notation such as "Labor Only")</u>	<u>Quantity</u>	<u>Unit</u> <u>Price</u>	<u>Dollar</u> <u>Amount</u>
--	---	-----------------	-----------------------------	--------------------------------

\$ _____
Total Amount

W/MBE Authorized Agent

W/MBE Company Name

DATE

W/MBE Address

W/MBE Telephone No.

NOTE: To be submitted by the General contractor, to the Office within (5) FIVE WORKING DAYS of the opening Bid Award.

INSTRUCTIONS REGARDING CHANGE ORDERS AND CONTRACT MODIFICATIONS

NO CHANGES (ADDITIONS, SUBSTITUTIONS OR ELIMINATION'S) IN THE PLANS, SPECIFICATIONS OR CONTRACT SHALL BE COMMENCED UNTIL RECEIPT BY THE CONTRACTOR OF: A. AN APPROVED CHANGE ORDER FORM 5, OR B. A WRITTEN AUTHORIZATION TO PROCEED SIGNED BY THE COUNTY'S AUTHORIZED OFFICIAL.

All requests for changes increasing the contract price must be submitted on the Change order Form, prior to the final acceptance of the contract. The Contractor waives all rights against the County if the contractor fails to comply with this requirement. The Awarding Authority shall be under no obligation to process a request for change after final acceptance of the project.

The term "request for change" is used throughout these procedures and applies to every request to revise the contract requirements.

The request for change must be made in writing, and in accordance with the provisions of this contract, the General Laws, rules, regulations and other procedures of the Office.

1.02 GENERAL PURPOSE

The purpose of these procedures is to properly authorize necessary changes, provide satisfactory documentation supporting the nature and cost of each change, and allow the change order work to be accomplished in a timely and efficient manner.

It is the intent of this contract and the applicable statutory provisions that whenever possible the parties should agree upon an equitable adjustment in the contract price before commencement of the pertinent work.

All parties shall negotiate in a professional manner and agree upon the particulars associated with the change in the work thereby implementing an approved change in the contract.

It is the responsibility of the contractor to clearly substantiate the costs associated with all changes. If the contractor refuses to provide the project manager with cost estimates for a proposed change in the work, the County may unilaterally determine the reasonable cost for that change, and the contractor must proceed with the work based upon the County's established cost.

SECTION 2 - SUBMISSION AND DISPOSITION OF UMD FORM 5

2.01 AUTHORIZED REQUESTORS (Originators of "Request for Change")

1. General Contractor, including Sub-Contractor
2. Designer
3. County

2.02 THE REQUESTOR SHALL:

- a. Initially discuss the proposed change with all interested parties.
- b. Complete the Change Order Form

2.03 THE CONTRACTOR SHALL:

- a. If also the requester, the contractor shall initially comply with 2.02 above

- c. Submit a cost breakdown with the requested change. Breakdowns of all filed subcontractors shall be separated from the contractor's breakdown and both are required to be on properly identifiable letterhead stationery, and signed showing: A. quantities and costs utilizing unit pricing, or, B. the classification and hours of labor, fringe benefits and the complete breakdown showing unit cost of material and equipment.
- d. If additional time is requested, furnish an explanation with the breakdown. Extensions of time shall not be granted on a retroactive basis because of changes.
- e. Each change must be all inclusive as to all costs and all time extensions.
- f. The General Contractor shall review all cost breakdowns being submitted by their suppliers and subcontractors and check them to insure the information being submitted is accurate and mathematically correct.

SECTION 3. - AUTHORITY TO APPROVE REQUESTS FOR CHANGE

3.01 The County Commissioner's

SECTION 4. - MISCELLANEOUS DIRECTIONS FOR COMPUTING COSTS FOR CHANGES IN WORK

- 4.01 Shipping, storage and handling costs of materials and equipment involved in a change in work may be included in the costs for change, if itemized and accompanied by copies of paid invoices.
- 4.02 The allowance for overhead provided in Article VI 2 (3) shall be considered to include all hand and power tools normally required in the performance of the base bid work, the cost of the contractor's superintendent, the contractor's administration costs, and the contractor's estimating costs.
- 4.03 Major items of equipment, specialized tools, and ordinary materials and equipment used or consumed on the change order work, whether rented or owned by the contractor, may be included in the cost of the change provided current rental rates and material costs, supported by paid invoices, are submitted as backup to the change when itemized.
- 4.04 Contractors shall meet the following guidelines when submitting cost breakdowns for labor:
 - a. Designate name of trade, number of hours times the base journeyman rate. Foreman rate should only be used and pro-rated as provided for in the labor agreements.
 - b. Show hourly benefit amounts such as health, welfare, and pensions separately.
 - c. When overtime work is involved, insurance charges are based on single time. Benefits likewise, are based on single time.
 - d. Whenever a subcontractor is involved a complete and separate breakdown must be submitted by the subcontractor for their portion of work. Non filed subs should not include overhead and profit on their breakdown.
 - e. All breakdowns should be legible, submitted on letterhead and signed by an authorized representative of the Contractor This applies to all subcontractors and General Contractors.

SECTION 5. - PROCEDURE FOR WRITTEN AUTHORIZATION TO PROCEED

- 5.01 An alternative method for effecting a change is by "written authorization to proceed" issued by the Office in advance of a formal change order. This method is to be used when there would otherwise be a delay in the prosecution of the work or a change is necessary to eliminate a hazard to life or property.

Appendix A

Every effort, however, should be made by all concerned to anticipate changes, so that they may be initially approved by the formal change order process.

In the case of an extreme emergency involving an immediate hazard to life or property, the resident engineer may assume full authority on behalf of the County by issuing the necessary instructions to correct the situation but shall immediately thereafter contact the Project Manager.

5.02 This procedure authorizes work only, and no payment can be made until the work is completed and a formal change order is approved.

5.03 THE CONTRACTOR SHALL:

Submit in writing to the County a proposed price for performing the work on a predetermined lump sum, unit price, or time and material basis.

BARNSTABLE COUNTY CHANGE ORDER

CHANGE ORDER #: _____ DATE: _____

CONTRACT #: _____ PROJECT #: _____

CONTRACT TITLE: _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

Original Amount of this Contract: _____

Amount of this Change Order: _____
(decrease) (increase)

REVISED CONTRACT AMOUNT: _____

An (increase) (decrease) (no change) of _____ days in the contract is hereby authorized

The work to be completed under this change order is as follows:

The work to be covered by this order shall be performed under the same terms and conditions as included in the original contract.

By: _____
Contractor

Date: _____

Title: _____

Barnstable County

By: _____

Date: _____

By: _____

Date: _____

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

_____, 20_____

I, _____, _____
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:			Phone No.:		Payroll No.:	
Employer's Signature:		Title:			Contract No:		Tax Payer ID Number	Work Week Ending:
Awarding Authority's Name:		Public Works Project Name:			Public Works Project Location:			Min. Wage Rate Sheet Number

General / Prime Contractor's Name:		Subcontractor's Name:												"Employer" Hourly Fringe Benefit Contributions					
Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked							Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	(B+C+D+E)	(A x F)	Check No. (H)
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.							Total Gross Wages	Total Gross Wages	

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES NO

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards. No apprentices are identified above

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date Received by Awarding Authority / /
--

Barnstable County

Regional Government of Cape Cod
Purchasing Department

Jennifer L.V. Frates, Chief Procurement Officer



Addendum NO. 1
January 6, 2022

To all Bidders on the Project titled:

Bid # 7958
Roadway Construction Items & Materials
Barnstable County

Reference Contract Documents (drawings and specifications) dated January 3, 2022

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the specifications and drawings. The items set forth herein, whether of omission, addition, substitution, or clarifications are all to be included in and form a part of the proposal submitted.

CHANGES:

Under the Special Provisions, Pricing Adjustments section, the MassDOT website has released the pricing for the month of December 2021 as follows:

Base Bid Price Liquid Asphalt (Ton): \$625.00
Base Bid Price Diesel (Gallon): \$2.712
Base Bid Price Gasoline (Gallon): \$2.632

All other portions of the Bid Documents remain unchanged. NOTE: THE BID SUBMISSION DEADLINE DATE HAS NOT CHANGED.

Please be reminded to acknowledge this Addendum on the bid forms.

--- End of Addendum No. 1 ---

Barnstable County

Regional Government of Cape Cod
Purchasing Department

Jennifer L.V. Frates, Chief Procurement Officer



Addendum NO. 2
January 14, 2022

To all Bidders on the Project titled:

Bid # 7958
Road Construction Items and Materials
Barnstable County

Reference Contract Documents (drawings and specifications) dated January 3, 2022

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the specifications and drawings. The items set forth herein, whether of omission, addition, substitution, or clarifications are all to be included in and form a part of the proposal submitted.

QUESTIONS:

- 1. On the bid response sheet, the following items are indicated as requiring prequalification. Can you tell me the Project Value amount for the Crack Sealing class of work on this bid. I need to know that in case I need to request a waiver from the MassDOT Prequalification Office.**

The values are provided in the MassDOT lists as attached to this project.

- 2. What do we enter in the mileage cell if we are not bidding on Item 200?**

You may enter zero if the system does not allow you to skip the field or click "no bid"

All other portions of the Bid Documents remain unchanged. NOTE: THE BID SUBMISSION DEADLINE DATE HAS NOT CHANGED.

Please be reminded to acknowledge this Addendum on the bid forms.

--- End of Addendum No. 2 ---

3195 Main Street | P.O. Box 427 | Barnstable, Massachusetts 02630
P: (508) 375-6637 E: Jennifer.frates@barnstablecounty.org

Barnstable County

Regional Government of Cape Cod
Purchasing Department

Jennifer L.V. Frates, Chief Procurement Officer



Addendum NO. 3

January 20, 2022

To all Bidders on the Project titled:

Bid # 7958

Road Construction Items and Materials

Barnstable County

Reference Contract Documents (drawings and specifications) dated January 3, 2022

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the specifications and drawings. The items set forth herein, whether of omission, addition, substitution, or clarifications are all to be included in and form a part of the proposal submitted.

CHANGES:

The Bid Table will have to be redownloaded by all prospective bidders due to the addition of the Town of Bourne. You will not be able to correctly upload the previous bid table so everyone must obtain the revised version.

QUESTIONS:

1) Bid Bond - Materials Only Bid with no guarantee of ordered quantities stated - do we still need a Bid Bond?

Yes, a bid bond is a statutory requirement for any procurement under MGL 30,39M for bids over \$50,000 based on the estimates provided.

2) Payment Bond in the amount of Fifty Percent (50%) on a project by project basis for any project over \$25,000 - Please confirm if this is only for the Roadway Construction Portion or for both Construction and Materials?

Yes, a payment bond in the amount of 50% on a project by project basis is required over \$25,000. This is also a statutory requirement under MGL 30, 39M.

3) Warrantee Period of two (2) years - please confirm if this is only for the Construction Portion or for both Construction and Materials? Thank You.

The warrantee period of two years applies to any WORK performed by the Contractor.

All other portions of the Bid Documents remain unchanged. NOTE: THE BID SUBMISSION DEADLINE DATE HAS NOT CHANGED.

Please be reminded to acknowledge this Addendum on the bid forms.

--- End of Addendum No. 3 ---

Barnstable County

Regional Government of Cape Cod
Purchasing Department

Jennifer L.V. Frates, Chief Procurement Officer



Addendum NO. 4

January 31, 2022

To all Bidders on the Project titled:

Bid # 7958

Road Construction Items and Materials

Barnstable County

Reference Contract Documents (drawings and specifications) dated January 3, 2022

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the specifications and drawings. The items set forth herein, whether of omission, addition, substitution, or clarifications are all to be included in and form a part of the proposal submitted.

CHANGES:

The bid submission deadline has been extended to:

Thursday, February 3, 2022 at 10:00AM

All other portions of the Bid Documents remain unchanged. NOTE: THE BID SUBMISSION DEADLINE DATE HAS CHANGED.

Please be reminded to acknowledge this Addendum on the bid forms.

--- End of Addendum No. 4 ---



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

Prevailing Wage Rates

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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Barnstable County
Contract Number: 7958 **City/Town:** BARNSTABLE
Description of Work: Barnstable County on behalf of the Towns in the County requests bids from qualified contractors for Road Construction, Items, and Materials.
Job Location: Varies

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
 - An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
 - The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
 - All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
 - The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
 - Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
 - Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
 - Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
 - Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
-

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> For apprentice rates see "Apprentice- LABORER (Heavy and Highway)	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEW BEDFORD)</i>	08/01/2021	\$57.15	\$11.39	\$22.25	\$0.00	\$90.79
	02/01/2022	\$57.74	\$11.39	\$22.25	\$0.00	\$91.38

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.58	\$11.39	\$22.25	\$0.00	\$62.22
2	60	\$34.29	\$11.39	\$22.25	\$0.00	\$67.93
3	70	\$40.01	\$11.39	\$22.25	\$0.00	\$73.65
4	80	\$45.72	\$11.39	\$22.25	\$0.00	\$79.36
5	90	\$51.44	\$11.39	\$22.25	\$0.00	\$85.08

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.87	\$11.39	\$22.25	\$0.00	\$62.51
2	60	\$34.64	\$11.39	\$22.25	\$0.00	\$68.28
3	70	\$40.42	\$11.39	\$22.25	\$0.00	\$74.06
4	80	\$46.19	\$11.39	\$22.25	\$0.00	\$79.83
5	90	\$51.97	\$11.39	\$22.25	\$0.00	\$85.61

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
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For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2021	\$44.18	\$8.58	\$19.82	\$0.00	\$72.58
	03/01/2022	\$44.78	\$8.58	\$19.82	\$0.00	\$73.18
	09/01/2022	\$45.43	\$8.58	\$19.82	\$0.00	\$73.83
	03/01/2023	\$46.03	\$8.58	\$19.82	\$0.00	\$74.43

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.09	\$8.58	\$1.73	\$0.00	\$32.40
2	60	\$26.51	\$8.58	\$1.73	\$0.00	\$36.82
3	70	\$30.93	\$8.58	\$14.63	\$0.00	\$54.14
4	75	\$33.14	\$8.58	\$14.63	\$0.00	\$56.35
5	80	\$35.34	\$8.58	\$16.36	\$0.00	\$60.28
6	80	\$35.34	\$8.58	\$16.36	\$0.00	\$60.28
7	90	\$39.76	\$8.58	\$18.09	\$0.00	\$66.43
8	90	\$39.76	\$8.58	\$18.09	\$0.00	\$66.43

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.39	\$8.58	\$1.73	\$0.00	\$32.70
2	60	\$26.87	\$8.58	\$1.73	\$0.00	\$37.18
3	70	\$31.35	\$8.58	\$14.63	\$0.00	\$54.56
4	75	\$33.59	\$8.58	\$14.63	\$0.00	\$56.80
5	80	\$35.82	\$8.58	\$16.36	\$0.00	\$60.76
6	80	\$35.82	\$8.58	\$16.36	\$0.00	\$60.76
7	90	\$40.30	\$8.58	\$18.09	\$0.00	\$66.97
8	90	\$40.30	\$8.58	\$18.09	\$0.00	\$66.97

Notes:
 % Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$30.19/ 3&4 \$36.28/ 5&6 \$55.87/ 7&8 \$62.01

Apprentice to Journeyworker Ratio:1:5

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

All Aspects of New Wood Frame Work

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$52.38	\$14.00	\$16.05	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.83	\$8.65	\$0.00	\$0.00	\$35.48
2	55	\$29.51	\$8.65	\$6.27	\$0.00	\$44.43
3	60	\$32.20	\$8.65	\$6.84	\$0.00	\$47.69
4	65	\$34.88	\$8.65	\$7.41	\$0.00	\$50.94
5	70	\$37.56	\$8.65	\$19.63	\$0.00	\$65.84
6	75	\$40.25	\$8.65	\$20.20	\$0.00	\$69.10
7	80	\$42.93	\$8.65	\$20.77	\$0.00	\$72.35
8	90	\$48.29	\$8.65	\$21.91	\$0.00	\$78.85

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 2	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ELECTRICIAN - Local 223						
Effective Date - 09/01/2020						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.46	\$10.90	\$0.52	\$0.00	\$28.88
2	45	\$19.65	\$10.90	\$0.59	\$0.00	\$31.14
3	50	\$21.83	\$10.90	\$0.65	\$0.00	\$33.38
4	55	\$24.01	\$10.90	\$6.28	\$0.00	\$41.19
5	60	\$26.20	\$10.90	\$6.77	\$0.00	\$43.87
6	65	\$28.38	\$10.90	\$7.24	\$0.00	\$46.52
7	70	\$30.56	\$10.90	\$7.73	\$0.00	\$49.19
8	75	\$32.75	\$10.90	\$8.21	\$0.00	\$51.86

Notes:

Apprentice to Journeyworker Ratio:2:3***

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

Effective Date - 01/01/2022

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

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2021	\$46.53	\$13.75	\$15.80	\$0.00	\$76.08
	05/01/2022	\$47.86	\$13.75	\$15.80	\$0.00	\$77.41

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2021	\$48.06	\$13.75	\$15.80	\$0.00	\$77.61
	05/01/2022	\$49.22	\$13.75	\$15.80	\$0.00	\$78.77

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2021	\$23.16	\$13.75	\$15.80	\$0.00	\$52.71
	05/01/2022	\$23.83	\$13.75	\$15.80	\$0.00	\$53.38

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 223</i>	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$41.76	\$14.00	\$16.05	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$24.50	\$9.10	\$16.64	\$0.00	\$50.24
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	09/01/2021	\$47.07	\$8.58	\$20.12	\$0.00	\$75.77
	03/01/2022	\$47.87	\$8.58	\$20.12	\$0.00	\$76.57

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.54	\$8.58	\$1.79	\$0.00	\$33.91
2	55	\$25.89	\$8.58	\$1.79	\$0.00	\$36.26
3	60	\$28.24	\$8.58	\$14.75	\$0.00	\$51.57
4	65	\$30.60	\$8.58	\$14.75	\$0.00	\$53.93
5	70	\$32.95	\$8.58	\$16.54	\$0.00	\$58.07
6	75	\$35.30	\$8.58	\$16.54	\$0.00	\$60.42
7	80	\$37.66	\$8.58	\$18.33	\$0.00	\$64.57
8	85	\$40.01	\$8.58	\$18.33	\$0.00	\$66.92

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.94	\$8.58	\$1.79	\$0.00	\$34.31
2	55	\$26.33	\$8.58	\$1.79	\$0.00	\$36.70
3	60	\$28.72	\$8.58	\$14.75	\$0.00	\$52.05
4	65	\$31.12	\$8.58	\$14.75	\$0.00	\$54.45
5	70	\$33.51	\$8.58	\$16.54	\$0.00	\$58.63
6	75	\$35.90	\$8.58	\$16.54	\$0.00	\$61.02
7	80	\$38.30	\$8.58	\$18.33	\$0.00	\$65.21
8	85	\$40.69	\$8.58	\$18.33	\$0.00	\$67.60

Notes: Steps are 750 hrs.
% After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
Step 1&2 \$31.55/ 3&4 \$37.99/ 5&6 \$58.07/ 7&8 \$64.57

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i>	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:3

HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.26	\$14.00	\$0.00	\$0.00	\$42.26
2	60	\$30.83	\$14.00	\$16.05	\$0.00	\$60.88
3	65	\$33.40	\$14.00	\$16.05	\$0.00	\$63.45
4	70	\$35.97	\$14.00	\$16.05	\$0.00	\$66.02
5	75	\$38.54	\$14.00	\$16.05	\$0.00	\$68.59
6	80	\$41.10	\$14.00	\$16.05	\$0.00	\$71.15
7	85	\$43.67	\$14.00	\$16.05	\$0.00	\$73.72
8	90	\$46.24	\$14.00	\$16.05	\$0.00	\$76.29

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - B</i>	10/01/2021	\$37.91	\$13.65	\$17.15	\$2.06	\$70.77
	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - B</i>	10/01/2021	\$37.91	\$13.65	\$17.15	\$2.06	\$70.77
	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	09/01/2021	\$46.50	\$13.80	\$17.14	\$0.00	\$77.44
	09/01/2022	\$48.95	\$13.80	\$17.14	\$0.00	\$79.89

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Southern MA

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.25	\$13.80	\$12.42	\$0.00	\$49.47
2	60	\$27.90	\$13.80	\$13.36	\$0.00	\$55.06
3	70	\$32.55	\$13.80	\$14.31	\$0.00	\$60.66
4	80	\$37.20	\$13.80	\$15.25	\$0.00	\$66.25

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.48	\$13.80	\$12.42	\$0.00	\$50.70
2	60	\$29.37	\$13.80	\$13.36	\$0.00	\$56.53
3	70	\$34.27	\$13.80	\$14.31	\$0.00	\$62.38
4	80	\$39.16	\$13.80	\$15.25	\$0.00	\$68.21

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 37</i>	03/16/2021	\$42.46	\$7.70	\$17.10	\$0.00	\$67.26
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - IRONWORKER - Local 37

Effective Date - 03/16/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$29.72	\$7.70	\$17.10	\$0.00	\$54.52
2	75	\$31.85	\$7.70	\$17.10	\$0.00	\$56.65
3	80	\$33.97	\$7.70	\$17.10	\$0.00	\$58.77
4	85	\$36.09	\$7.70	\$17.10	\$0.00	\$60.89
5	90	\$38.21	\$7.70	\$17.10	\$0.00	\$63.01
6	95	\$40.34	\$7.70	\$17.10	\$0.00	\$65.14

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
<i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

LABORER	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
<i>LABORERS - ZONE 2</i>	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61

Effective Date - 06/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.79	\$9.10	\$16.64	\$0.00	\$47.53
2	70	\$25.42	\$9.10	\$16.64	\$0.00	\$51.16
3	80	\$29.05	\$9.10	\$16.64	\$0.00	\$54.79
4	90	\$32.68	\$9.10	\$16.64	\$0.00	\$58.42

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.50	\$9.10	\$16.70	\$0.00	\$61.30
	06/01/2022	\$36.40	\$9.10	\$16.70	\$0.00	\$62.20
	12/01/2022	\$37.25	\$9.10	\$16.70	\$0.00	\$63.05
	06/01/2023	\$38.15	\$9.10	\$16.70	\$0.00	\$63.95
	12/01/2023	\$39.05	\$9.10	\$16.70	\$0.00	\$64.85

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2021	\$43.69	\$11.39	\$20.30	\$0.00	\$75.38
	02/01/2022	\$44.16	\$11.39	\$20.30	\$0.00	\$75.85

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

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.30	\$0.00	\$53.54
2	60	\$26.21	\$11.39	\$20.30	\$0.00	\$57.90
3	70	\$30.58	\$11.39	\$20.30	\$0.00	\$62.27
4	80	\$34.95	\$11.39	\$20.30	\$0.00	\$66.64
5	90	\$39.32	\$11.39	\$20.30	\$0.00	\$71.01

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.08	\$11.39	\$20.30	\$0.00	\$53.77
2	60	\$26.50	\$11.39	\$20.30	\$0.00	\$58.19
3	70	\$30.91	\$11.39	\$20.30	\$0.00	\$62.60
4	80	\$35.33	\$11.39	\$20.30	\$0.00	\$67.02
5	90	\$39.74	\$11.39	\$20.30	\$0.00	\$71.43

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2021	\$57.17	\$11.39	\$22.24	\$0.00	\$90.80
	02/01/2022	\$57.74	\$11.39	\$22.24	\$0.00	\$91.37

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile						
Effective Date - 08/01/2021						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.24	\$0.00	\$62.22
2	60	\$34.30	\$11.39	\$22.24	\$0.00	\$67.93
3	70	\$40.02	\$11.39	\$22.24	\$0.00	\$73.65
4	80	\$45.74	\$11.39	\$22.24	\$0.00	\$79.37
5	90	\$51.45	\$11.39	\$22.24	\$0.00	\$85.08
Effective Date - 02/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.87	\$11.39	\$22.24	\$0.00	\$62.50
2	60	\$34.64	\$11.39	\$22.24	\$0.00	\$68.27
3	70	\$40.42	\$11.39	\$22.24	\$0.00	\$74.05
4	80	\$46.19	\$11.39	\$22.24	\$0.00	\$79.82
5	90	\$51.97	\$11.39	\$22.24	\$0.00	\$85.60
Notes:						
Apprentice to Journeyworker Ratio:1:5						
MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 2) MILLWRIGHTS LOCAL 1121 - Zone 2	01/03/2022	\$40.67	\$8.58	\$21.57	\$0.00	\$70.82
	01/02/2023	\$41.92	\$8.58	\$21.57	\$0.00	\$72.07

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MILLWRIGHT - Local 1121 Zone 2						
Effective Date - 01/03/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.37	\$8.58	\$5.72	\$0.00	\$36.67
2	65	\$26.44	\$8.58	\$17.93	\$0.00	\$52.95
3	75	\$30.50	\$8.58	\$18.98	\$0.00	\$58.06
4	85	\$34.57	\$8.58	\$20.01	\$0.00	\$63.16
Effective Date - 01/02/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.06	\$8.58	\$5.72	\$0.00	\$37.36
2	65	\$27.25	\$8.58	\$17.93	\$0.00	\$53.76
3	75	\$31.44	\$8.58	\$18.98	\$0.00	\$59.00
4	85	\$35.63	\$8.58	\$20.01	\$0.00	\$64.22
Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66) Steps are 2,000 hours						
Apprentice to Journeyworker Ratio:1:4						
MORTAR MIXER LABORERS - ZONE 2	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$23.48	\$14.00	\$16.05	\$0.00	\$53.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$28.44	\$14.00	\$16.05	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
Painter (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification **Effective Date** **Base Wage** **Health** **Pension** **Supplemental Unemployment** **Total Rate**

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

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.31	\$8.65	\$0.00	\$0.00	\$29.96
2	55	\$23.44	\$8.65	\$6.27	\$0.00	\$38.36
3	60	\$25.57	\$8.65	\$6.84	\$0.00	\$41.06
4	65	\$27.70	\$8.65	\$7.41	\$0.00	\$43.76
5	70	\$29.83	\$8.65	\$19.63	\$0.00	\$58.11
6	75	\$31.97	\$8.65	\$20.20	\$0.00	\$60.82
7	80	\$34.10	\$8.65	\$20.77	\$0.00	\$63.52
8	90	\$38.36	\$8.65	\$21.91	\$0.00	\$68.92

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.91	\$8.65	\$0.00	\$0.00	\$30.56
2	55	\$24.10	\$8.65	\$6.27	\$0.00	\$39.02
3	60	\$26.29	\$8.65	\$6.84	\$0.00	\$41.78
4	65	\$28.48	\$8.65	\$7.41	\$0.00	\$44.54
5	70	\$30.67	\$8.65	\$19.63	\$0.00	\$58.95
6	75	\$32.87	\$8.65	\$20.20	\$0.00	\$61.72
7	80	\$35.06	\$8.65	\$20.77	\$0.00	\$64.48
8	90	\$39.44	\$8.65	\$21.91	\$0.00	\$70.00

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2022	\$43.16	\$8.65	\$23.05	\$0.00	\$74.86
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.61	\$8.65	\$0.00	\$0.00	\$29.26
2	55	\$22.67	\$8.65	\$6.27	\$0.00	\$37.59
3	60	\$24.73	\$8.65	\$6.84	\$0.00	\$40.22
4	65	\$26.79	\$8.65	\$7.41	\$0.00	\$42.85
5	70	\$28.85	\$8.65	\$19.63	\$0.00	\$57.13
6	75	\$30.92	\$8.65	\$20.20	\$0.00	\$59.77
7	80	\$32.98	\$8.65	\$20.77	\$0.00	\$62.40
8	90	\$37.10	\$8.65	\$21.91	\$0.00	\$67.66

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.21	\$8.65	\$0.00	\$0.00	\$29.86
2	55	\$23.33	\$8.65	\$6.27	\$0.00	\$38.25
3	60	\$25.45	\$8.65	\$6.84	\$0.00	\$40.94
4	65	\$27.57	\$8.65	\$7.41	\$0.00	\$43.63
5	70	\$29.69	\$8.65	\$19.63	\$0.00	\$57.97
6	75	\$31.82	\$8.65	\$20.20	\$0.00	\$60.67
7	80	\$33.94	\$8.65	\$20.77	\$0.00	\$63.36
8	90	\$38.18	\$8.65	\$21.91	\$0.00	\$68.74

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 2) For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 08/01/2020

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

Notes: Apprentice wages shall be no less than the following Steps;
 (Same as set in Zone 1)
 1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
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Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 08/30/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.60	\$10.15	\$2.50	\$0.00	\$31.25
2	50	\$23.25	\$10.15	\$2.50	\$0.00	\$35.90
3	60	\$27.89	\$10.15	\$8.80	\$0.00	\$46.84
4	70	\$32.54	\$10.15	\$14.08	\$0.00	\$56.77
5	80	\$37.19	\$10.15	\$17.60	\$0.00	\$64.94

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

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
	06/01/2022	\$37.31	\$9.10	\$16.64	\$0.00	\$63.05
	12/01/2022	\$38.16	\$9.10	\$16.64	\$0.00	\$63.90
	06/01/2023	\$39.06	\$9.10	\$16.64	\$0.00	\$64.80
	12/01/2023	\$39.96	\$9.10	\$16.64	\$0.00	\$65.70
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 653 - Southeastern Concrete (Weymouth)</i>	08/01/2021	\$24.00	\$12.91	\$6.90	\$0.00	\$43.81
	05/01/2022	\$24.50	\$12.91	\$6.90	\$0.00	\$44.31
	08/01/2022	\$24.50	\$13.41	\$6.90	\$0.00	\$44.81
	05/01/2023	\$25.00	\$13.41	\$6.90	\$0.00	\$45.31
	08/01/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$45.81
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2021	\$47.03	\$12.28	\$18.15	\$0.00	\$77.46
	02/01/2022	\$48.46	\$12.28	\$18.15	\$0.00	\$78.89

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ROOFER - Local 33						
Effective Date - 08/01/2021						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.52	\$12.28	\$4.56	\$0.00	\$40.36
2	60	\$28.22	\$12.28	\$18.15	\$0.00	\$58.65
3	65	\$30.57	\$12.28	\$18.15	\$0.00	\$61.00
4	75	\$35.27	\$12.28	\$18.15	\$0.00	\$65.70
5	85	\$39.98	\$12.28	\$18.15	\$0.00	\$70.41
Effective Date - 02/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.23	\$12.28	\$4.56	\$0.00	\$41.07
2	60	\$29.08	\$12.28	\$18.15	\$0.00	\$59.51
3	65	\$31.50	\$12.28	\$18.15	\$0.00	\$61.93
4	75	\$36.35	\$12.28	\$18.15	\$0.00	\$66.78
5	85	\$41.19	\$12.28	\$18.15	\$0.00	\$71.62
<p>Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs. (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)</p>						
Apprentice to Journeyworker Ratio:**						
ROOFER SLATE / TILE / PRECAST CONCRETE	08/01/2021	\$47.28	\$12.28	\$18.15	\$0.00	\$77.71
ROOFERS LOCAL 33	02/01/2022	\$48.71	\$12.28	\$18.15	\$0.00	\$79.14
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER	10/01/2021	\$37.91	\$13.65	\$17.15	\$2.06	\$70.77
SHEETMETAL WORKERS LOCAL 17 - B	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - SHEET METAL WORKER - Local 17-B

Effective Date - 10/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.16	\$13.65	\$4.02	\$0.98	\$33.81
2	45	\$17.06	\$13.65	\$4.52	\$1.06	\$36.29
3	50	\$18.96	\$13.65	\$11.08	\$1.31	\$45.00
4	55	\$20.85	\$13.65	\$11.08	\$1.37	\$46.95
5	60	\$22.75	\$13.65	\$14.12	\$1.52	\$52.04
6	65	\$24.64	\$13.65	\$14.38	\$1.58	\$54.25
7	70	\$26.54	\$13.65	\$14.63	\$1.64	\$56.46
8	75	\$28.43	\$13.65	\$14.88	\$1.71	\$58.67
9	80	\$30.33	\$13.65	\$15.14	\$1.77	\$60.89
10	85	\$32.22	\$13.65	\$15.39	\$1.84	\$63.10

Effective Date - 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.56	\$13.65	\$4.02	\$1.00	\$34.23
2	45	\$17.51	\$13.65	\$4.52	\$1.07	\$36.75
3	50	\$19.46	\$13.65	\$11.08	\$1.33	\$45.52
4	55	\$21.40	\$13.65	\$11.08	\$1.38	\$47.51
5	60	\$23.35	\$13.65	\$14.12	\$1.53	\$52.65
6	65	\$25.29	\$13.65	\$14.38	\$1.60	\$54.92
7	70	\$27.24	\$13.65	\$14.63	\$1.67	\$57.19
8	75	\$29.18	\$13.65	\$14.88	\$1.73	\$59.44
9	80	\$31.13	\$13.65	\$15.14	\$1.80	\$61.72
10	85	\$33.07	\$13.65	\$15.39	\$1.86	\$63.97

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2</i>	03/01/2021	\$56.21	\$10.00	\$21.25	\$0.00	\$87.46

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.67	\$10.00	\$11.99	\$0.00	\$41.66
2	40	\$22.48	\$10.00	\$12.70	\$0.00	\$45.18
3	45	\$25.29	\$10.00	\$13.41	\$0.00	\$48.70
4	50	\$28.11	\$10.00	\$14.13	\$0.00	\$52.24
5	55	\$30.92	\$10.00	\$14.84	\$0.00	\$55.76
6	60	\$33.73	\$10.00	\$15.55	\$0.00	\$59.28
7	65	\$36.54	\$10.00	\$16.26	\$0.00	\$62.80
8	70	\$39.35	\$10.00	\$16.98	\$0.00	\$66.33
9	75	\$42.16	\$10.00	\$17.69	\$0.00	\$69.85
10	80	\$44.97	\$10.00	\$18.40	\$0.00	\$73.37

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

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21
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Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2020

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

Notes: See Electrician Apprentice Wages
Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3***

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2021	\$56.09	\$11.39	\$22.25	\$0.00	\$89.73
	02/01/2022	\$56.68	\$11.39	\$22.25	\$0.00	\$90.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.25	\$0.00	\$61.69
2	60	\$33.65	\$11.39	\$22.25	\$0.00	\$67.29
3	70	\$39.26	\$11.39	\$22.25	\$0.00	\$72.90
4	80	\$44.87	\$11.39	\$22.25	\$0.00	\$78.51
5	90	\$50.48	\$11.39	\$22.25	\$0.00	\$84.12

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.34	\$11.39	\$22.25	\$0.00	\$61.98
2	60	\$34.01	\$11.39	\$22.25	\$0.00	\$67.65
3	70	\$39.68	\$11.39	\$22.25	\$0.00	\$73.32
4	80	\$45.34	\$11.39	\$22.25	\$0.00	\$78.98
5	90	\$51.01	\$11.39	\$22.25	\$0.00	\$84.65

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$55.41	\$9.10	\$18.17	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$45.48	\$9.10	\$18.17	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$47.48	\$9.10	\$18.17	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$29.67	\$9.25	\$1.89	\$0.00	\$40.81
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$10.27	\$0.00	\$61.55
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$34.62	\$9.25	\$10.07	\$0.00	\$53.94
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$14.35	\$0.00	\$65.63
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$22.25	\$9.25	\$1.82	\$0.00	\$33.32
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 08/30/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.67	\$9.25	\$3.39	\$0.00	\$42.31
2	65	\$32.14	\$9.25	\$3.46	\$0.00	\$44.85
3	70	\$34.62	\$9.25	\$3.54	\$0.00	\$47.41
4	75	\$37.09	\$9.25	\$5.11	\$0.00	\$51.45
5	80	\$39.56	\$9.25	\$5.19	\$0.00	\$54.00
6	85	\$42.03	\$9.25	\$5.26	\$0.00	\$56.54
7	90	\$44.51	\$9.25	\$7.34	\$0.00	\$61.10

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

The following contracts have a current term of April 1, 2022 to March 31, 2023. Contract BC-22-795

Items	Item#	Unit	Town	Quantity Estimated
Hot Mix Asphalt Pavement (Machine Placed)	1	TON	Harwich	1000
Hot Mix Asphalt Pavement (Handwork Greater than 40 Tons/Day)	2	TON	Harwich	100
Hot Mix Asphalt Pavement (Handwork Less than 40 Tons/Day)	3	TON	Harwich	100
Bituminous Concrete Excavation by Cold Planer	7	SY	Harwich	12000
Partial Depth Pavement Patch	18	SY	Harwich	500
Miscellaneous Pavement Patch	19	TON	Harwich	100
Velocity Spray Injection Pothole Repair	20	DAY	Harwich	10
Chlorinated Rubber Paint and Beads for 4" Reflectorized Lines	100	LF	Harwich	1000000
Chlorinated Rubber Paint and Beads for Stop Bars & Crosswalks	101	LF	Harwich	1500
Chlorinated Rubber Paint and Beads for Arrows & Miscellaneous Markings	102	SF	Harwich	500
Thermoplastic Paint for 4" Reflectorized Lines	103	LF	Harwich	4500
Thermoplastic Paint for Stop Bars & Crosswalks	104	LF	Harwich	500
Thermoplastic Paint for Arrows & Miscellaneous Markings	105	SF	Harwich	500
Drainage Structure Cleaning By Vacuum Truck (w/o Disposal)	112	EA	Harwich	200
Steel Beam (Weathering) Highway Guardrail (Single Faced/Wood Posts)	115	LF	Harwich	500
Steel Beam (Weathering) Highway Guardrail (Single Faced/Wood Posts) (Including Removal and Stacking of Existing Guardrail)	116	LF	Harwich	500
Steel Beam (Weathering) Highway Guardrail-Terminal End	117	EA	Harwich	10
Modified Asphalt-Fiber Crackfiller	125	GAL	Harwich	5000
Rubber Crackfiller	126	GAL	Harwich	500

Hot Mix Asphalt Pavement (Loaded on Town Trucks)	200	TON	Harwich	250
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85.00	3			
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	77.00	44.6		
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The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Charles D. Baker
GOVERNOR

Karyn E. Polito
LIEUTENANT GOVERNOR

Bethany A. Card
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181

September 26, 2022

Joseph Powers
Town Administrator
732 Main Street
Harwich, MA 02645

Re: Six Ponds Great Woods CR Project, LAND Grant Award #28

Dear Mr. Powers:

I am pleased to officially confirm that the Six Ponds Great Woods CR has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to \$400,000 in state Local Acquisitions for Natural Diversity (LAND) Grant Program assistance.

Please plan to complete the project and submit all reimbursement requirements to EEA by **June 1, 2023** to ensure reimbursement is successfully processed. If you anticipate difficulties in meeting this deadline, please contact me immediately at (857) 330-2255 or vanessa.farny@mass.gov. **Costs incurred after June 30, 2023 cannot be reimbursed.**

Conditions of award

The Harwich's reimbursement is contingent upon satisfactory completion of the following:

1. Adherence to all contract specifications
2. Installation of signage that acknowledges the LAND grant program
3. Provision of adequate means of public access to the property (photos of completed parking area and/or trail head)
4. Completion of a Land Management Plan with Baseline Conditions (a template and directions will be emailed)
5. A recorded plan of land with metes and bounds that clearly delineates the purchased property or CR boundaries.
6. Completion of outstanding CRs on parcels in Harwich acquired with the use of Community Preservation Act funds and/or Cape Cod Land Bank funds. Documentation should include the grantee, date of conveyance, and registry book/page of the CR document.

Mandatory grant requirements information meeting

A mandatory meeting to review the above program requirements and address questions will be held via MS Teams on **Wednesday, October 19, 2022 at 1:00 pm**. An invitation with participant link will be emailed shortly. The meeting should not exceed an hour.

Next steps

If a certified copy of municipal vote authorizing the purchase was not submitted with the application, it must be submitted to EEA by December 1, 2022. If the vote language has not been reviewed and approved by EEA, please send that as soon as possible.

Sign and return the following forms as soon as possible, and not later than December 1, 2022:

- **State Standard Contract.** This document allows our fiscal department to establish an account for your project.
- **LAND Project Agreement.** Review the agreement to ensure that your project is correctly described. If the document is correct, the Chief Executive Officer and a majority of your Conservation Commission members must sign **two** copies. Return both to EEA for signature. An executed original will be returned to you. This executed original is to be recorded with the town meeting or city council vote and deed or CR, at the Registry of Deeds.
- **Contractor Authorized Signatory Form (both sides).** Have this document signed by the Chief Executive Officer and notarized to confirm the authority of the contract signatory.

Congratulations on your successful application to the LAND Grant Program. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Vanessa Farny
Forest and Land Grant Program Manager, Division of Conservation Services



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Harwich (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy and Env Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4): 732 Main Street, Harwich, 02645		Business Mailing Address: 100 Cambridge Street, Suite 900, Boston, MA 02114	
Contract Manager: Joseph Powers	Phone: 508-430-7514	Billing Address (if different):	
E-Mail: JPOWERS@TOWN.HARWICH.MA.US	Fax:	Contract Manager: Vanessa Farny	Phone: (857) 330-1978
Contractor Vendor Code: VC6000191822		E-Mail: vanessa.farny@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: ENV 23 DCS 01	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>400,000</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: Grant award for the acquisition of a 75 acre CR located in the Town of Harwich on property known as the Six Ponds Great Woods for permanent conservation and passive recreation, in accordance with Massachusetts General Law Chapter 132A Section 11, and all policies and regulations established by the Executive Office of Energy and Environmental Affairs, Division of Conservation Services.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2023 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

Harwich LAND #28

The Local Acquisition for Natural Diversity (LAND) Grant award will be used to reimburse the Town of Harwich up to \$400,000 for the actual approved purchase price and approved project costs associated with a CR of 75± acres of land located in the Town of Harwich known as the Six Ponds Great Woods CR Project, for conservation and passive public recreation purposes.

Under this agreement, and to meet the requirement of Massachusetts General Law Chapter 132A, §11, and Chapter 312 of the Acts of 2008, and 301 CMR 5.00 Self-Help Program regulations, the Town of Harwich will maintain care and control of the acquired CR for the stated program purposes in perpetuity.

To be eligible for reimbursement, all approved project costs must be expended and the approved acquisition project completed on or before June 30, 2021. The Town of Harwich must record the LAND Project Agreement with the property deed, install and maintain a sign acknowledging LAND grant program funding, and prepare a Baseline Document Report, and meet any other conditions or requirements set forth by the Division of Conservation Services.

ATTACHMENT B – BUDGET AND APPROVED EXPENDITURES

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
FY22 Land acquisition and eligible associated costs				\$400,000
				\$
				\$
SUBTOTAL (this page)				\$400,000

MAXIMUM OBLIGATION

\$400,000



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to [M.G.L. c. 29, § 26](#), or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and [815 CMR 4.00](#), provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with [M.G.L. c. 66A](#) if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under [Executive Order 195](#), during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with [M.G.L. c. 106, § 9-318](#). The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,



COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.

**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DIVISION OF CONSERVATION SERVICES**

Local Acquisitions for Natural Diversity (LAND) PROGRAM

PROJECT AGREEMENT

Made this _____ day of _____, 20____, between the **Town of Harwich** with an address of 732 MAIN STREET, Harwich, MA 02645, hereinafter referred to as the **PARTICIPANT**, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Energy and Environmental Affairs, hereinafter referred to as the **COMMONWEALTH**, with an address of 100 Cambridge St., Suite 900, Boston, MA, 02114.

Premises: Approximately 75+/- acres of land including any buildings thereon located on Spruce Road Shown as Lot 1 in Plan of Land off Spruce Street, Harwich MA, Prepared For Peter Copelas and dated May 20, 2022, in the Town of Harwich, Barnstable County, Massachusetts. For Participant's Title, see;

Book /Page _____ or

Land Court Certificate _____.

In the Barnstable County Registry of Deeds / Land Court Registry District

WHEREAS, the PARTICIPANT has established a Conservation Commission under Massachusetts General Laws Chapter 40, § 8C and has made application to the COMMONWEALTH for assistance under the Massachusetts Local Acquisitions for Natural Diversity Program (LAND) pursuant to Massachusetts General Laws Chapter 132A, § 11, as amended, for a project briefly described as follows: **Harwich LAND #28: This project shall consist of the acquisition of a conservation restriction over 75± acres known as the Six Ponds Great Woods CR Project, for permanent conservation and public passive recreation purposes, by the Town of Harwich, hereinafter referred to as the PROJECT.**

WHEREAS, the COMMONWEALTH has reviewed said application and found the PROJECT to be in conformance with the purposes of Massachusetts General Laws Chapter 132A, § 11, as amended, and the LAND Program policies and regulation, 301 CMR 5.00.

WHEREAS, the COMMONWEALTH has approved said application and has obligated certain funds in the amount of **four hundred thousand dollars (\$400000)**, which funds are authorized and subject to 2008 Massachusetts Acts and Resolves, Chapter 312 and 2014 Massachusetts Acts and Resolves, Chapter 286.

WITNESSETH:

1. The COMMONWEALTH and the PARTICIPANT mutually agree to perform the terms and conditions of this Agreement in accordance with the Massachusetts LAND Program, its policies and applicable statutes and regulations, including 301 CMR 5.00, Massachusetts General Laws Chapter 132A, § 11, as amended, Massachusetts General Laws Chapter 40, Section 8C, the 2008 Massachusetts Acts and Resolves, Chapter 312, §2A Account 2000-7013 and 201 Massachusetts Acts and Resolves, Chapter 286, §2, 2000-7066: local acquisitions for natural diversity (LAND) grant program.
2. The PARTICIPANT agrees to perform the PROJECT described above by authorizing its CONSERVATION COMMISSION to manage, maintain, and operate the PROJECT in accordance with the terms, conditions and obligations contained in the PARTICIPANT'S application(s), as approved, including any conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances made a part thereof, and the PARTICIPANT'S award letter, and furthermore, in accordance with any special terms and conditions attached to and incorporated in this Agreement. No significant deviations from the PROJECT shall be undertaken without advance approval by the COMMONWEALTH.
3. The PARTICIPANT agrees that the PROJECT shall be open to the general public and shall not be limited to residents of the PARTICIPANT. The PARTICIPANT shall prominently display on the PROJECT a sign which sets forth the terms of public access and indicates that the PROJECT received LAND funds.
4. The PARTICIPANT hereby covenants and agrees that the PROJECT, including the property and any and all associated facilities and improvements, shall be devoted to conservation and passive recreation purposes in perpetuity, within the meaning of Article 97 of the Commonwealth's Declaration of Rights, and shall not be used for other purposes except in accordance with the provisions of said Article 97. The PARTICIPANT hereby agrees that any property or facilities comprising the PROJECT will not be used for purposes other than those stipulated herein unless the PARTICIPANT receives the appropriate authorization from the General Court, and the approval of the Secretary of Energy & Environmental Affairs.
5. Failure by the PARTICIPANT to comply with the terms and conditions of this Agreement or the policies or regulation of the LAND Program may, at the sole option of the COMMONWEALTH, suspend or terminate all obligations of the COMMONWEALTH hereunder.

6. PARTICIPANT and COMMONWEALTH acknowledge that the benefit desired by the COMMONWEALTH from the full compliance by the PARTICIPANT is the existence, protection, and the net increase of conservation land, and furthermore that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this Agreement. The PARTICIPANT agrees that payment of money damages by the PARTICIPANT to the COMMONWEALTH would be an inadequate remedy for a breach of this Agreement by the PARTICIPANT, and, therefore, the COMMONWEALTH may enforce the terms and conditions of this Agreement by requiring specific performance of the PARTICIPANT'S obligations.
7. The PARTICIPANT agrees to record a copy of this agreement at the appropriate Registry of Deeds or Land Court Registry District and to provide proof of such recording to the COMMONWEALTH. Said proof of recording of this Project Agreement shall include evidence that the Project Agreement has been marginally noted on or permanently referenced to any prior deed, restriction, conveyance or other instrument affecting the Project area. Failure to do so shall not impair the validity or enforcement of this agreement.

COMMONWEALTH OF MASSACHUSETTS

PARTICIPANT

BY _____
Bethany A. Card, Secretary
Or Designee
**Executive Office of Energy and
Environmental Affairs**

BY _____
Chief Executive Officer
Town of Harwich

DATE: _____

DATE: _____

BY **Conservation Commission**
Town of Harwich

DATE: _____

Attach hereto evidence of authority to execute this contract on behalf of the **Town of Harwich**. In the case of a municipality, a certified copy of the vote or votes of the governing body authorizing the **Six Ponds Great Woods CR Project**, appropriating municipal funds therefor, and authorizing execution of this Project Agreement by the Officer, Board, or Commission whose signature(s) appears above.

COMMONWEALTH OF MASSACHUSETTS

County, ss:

On this _____ day of _____, 20__ before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the processing or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME : Town of Harwich
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191822

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor’s behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor’s authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver’s licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor’s employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the “record copy” of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

TOWN
ADMINISTRATOR'S
REPORT

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, Town Administrator

Meggan M. Eldredge, Assistant Town Administrator

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator

RE: Contract with Paul Sweetser, Land Surveyor

Date: September 9, 2022

Attached please find the pre-procurement checklist and Approval form, the fully executed contract for services and the Post procurement checklist for survey work to be done for the "Judah Eldredge" property.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: ELDREDGE DEPARTMENT: ADMINISTRATION

FUNDING SOURCE: ATM 18 ARTICLE 55

Appropriated amount: \$369,000.00 Estimated cost: _____ Actual cost: \$27,000

PROCUREMENT METHOD:

BEST PRACTICE SUPPLIES AND SERVICES 30 B.

PURCHASE DESCRIPTION:

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

OBTAIN SURVEY FOR JUDAH ELDREDGE PROPERTY
PAUL SWEETSER RESPONDED TO RFQ AND WORK CAN BE STARTED IN SEPTEMBER 2022.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW 80271292-618055

Funds Available: Finance Director: Ann Marie Ellis Account # _____
DocuSigned by: 0D188040967847E...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
DocuSigned by: 0823C0C5799644E...

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Paul E. Sweetser, Professional Land Surveyor with an address of PO Box 1146, Dennisport, MA 02639, hereinafter referred to as "Contractor", effective as of the 1st day of September, 2022. 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 Survey of the property known as Judah Eldredge including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing upon contract execution through December 31, 2022.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$27,000.00. 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.

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. Funds appropriated at the 2018 Annual Town Meeting Article 55 and 2022 Annual Town Meeting Article 39.

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.

- 1) General Liability of at least \$1,000,000 Occurrence/\$2,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$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, Paul Sweetser, 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.

027-46-7481
Social Security Number or
Federal Identification Number

DocuSigned by:
Paul Sweetser
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

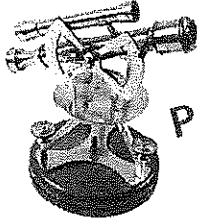
CONTRACTOR
By Paul Sweetser
Paul Sweetser PLS
Printed Name and Title

TOWN OF HARWICH
by its Board of Selectmen Over \$75,000

Approved as to Availability of Funds:
Ann Marie Ellis
Finance Director

(\$27,000.00 80271292-618055)
Contract Sum

by its Town Administrator Up to \$75,000
Joseph F. Powers
Town Administrator



Paul E. Sweetser
PROFESSIONAL LAND SURVEYOR

(508) 737-7560

P.O. Box 1146 · Dennis Port, MA 02639

September 7, 2022

Meggan M. Eldredge
Assistant Town Administrator
Town of Harwich
732 Main Street

RE: Judah Eldredge Parcel, (Assessors Map: 85, Parcel: B1)

Dear Meggan,

We propose to perform the following services for \$27,000.00:

Research- using research provided by town plus check sources for plans and deeds with regards to property line information and easements.

Traverse - on the ground survey to establish control and pertinent information for preparation of a perimeter plan including locating paths, ancient ways, ridges, etc.

Computations- reduce and balance field information for plotting the perimeter plan.

Prepare an 81X/Eminent Domain Taking Plan- produce a plan to Registry of Deeds standards and make available to attorneys for eminent domain taking.

This estimate does not cover a staking of property corners or other features.

If you have any questions or comments please feel free to email or call me (508)737-7560. Please leave a message and I will return a call the same day.

Thank you,

Low Bidder: Paul Sweetser

Bid Price: \$27,000

12/13/18 Revised Procurement Checklist

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

*Note: contracts (not grants) below \$75,000 can be signed by Town Administrator.

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

DocuSigned by: Wendy Fullock Account 80271292/626003

Table with 2 columns: Buildings and Public Works, Goods and Services. Contains detailed checklist items for each category, including requirements for wage, advertising, bonding, and bid processes.

Original for Accounting Original for Procurement Original for Vendor Contract to Treasurer's Signature of Town Administrator or Assistant Town Administrator: Joseph F. Powers

**Note: Failure to gain sign-off before Wednesday at noon results in the contract being delayed to the next meeting.

Year 4 Annual Report
Massachusetts Small MS4 General Permit
Reporting Period: July 1, 2021-June 30, 2022

Please DO NOT attach any documents to this form. Instead, attach all requested documents to an email when submitting the form

Unless otherwise noted, all fields are required to be filled out. If a field is left blank, it will be assumed the requirement or task has not been completed. Please ONLY report on activities between July 1, 2021 and June 30, 2022 unless otherwise requested.

Part I: Contact Information

Name of Municipality or Organization:

EPA NPDES Permit Number:

Primary MS4 Program Manager Contact Information

Name: Title:

Street Address Line 1:

Street Address Line 2:

City: State: Zip Code:

Email: Phone Number:

Stormwater Management Program (SWMP) Information

SWMP Location (web address):

Date SWMP was Last Updated:

If the SWMP is not available on the web please provide the physical address:

Part II: Self-Assessment

First, in the box below, select the impairment(s) and/or TMDL(s) that are applicable to your MS4. Make sure you are referring to the most recent EPA approved Section 303(d) Impaired Waters List which can be found here: <https://www.epa.gov/tmdl/region-1-impaired-waters-and-303d-lists-state>

Impairment(s)			
<input checked="" type="checkbox"/> Bacteria/Pathogens	<input type="checkbox"/> Chloride	<input checked="" type="checkbox"/> Nitrogen	<input type="checkbox"/> Phosphorus
<input type="checkbox"/> Solids/ Oil/ Grease (Hydrocarbons)/ Metals			
TMDL(s)			
<i>In State:</i>	<input type="checkbox"/> Assabet River Phosphorus	<input checked="" type="checkbox"/> Bacteria and Pathogen	<input checked="" type="checkbox"/> Cape Cod Nitrogen
	<input type="checkbox"/> Charles River Watershed Phosphorus	<input type="checkbox"/> Lake and Pond Phosphorus	
<i>Out of State:</i>	<input type="checkbox"/> Bacteria/Pathogens	<input type="checkbox"/> Metals	<input type="checkbox"/> Nitrogen
			<input type="checkbox"/> Phosphorus
			<input type="button" value="Clear Impairments and TMDLs"/>

Next, check off all requirements below that have been completed. **By checking each box you are certifying that you have completed that permit requirement fully.** If you have not completed a requirement leave the box unchecked. Additional information will be requested in later sections.

Year 4 Requirements

Developed a report assessing current street design and parking lot guidelines and other local requirements within the municipality that affect the creation of impervious cover, made it available as part of the SWMP, and:

- No updates were recommended
- Updates were recommended. The anticipated date or date of completion for updates is/was:

Developed a report assessing local regulations to determine the feasibility of making green infrastructure practices allowable when appropriate site conditions exist, made it available as part of the SWMP, and:

- No updates were recommended
- Updates were recommended. The anticipated date or date of completion for updates is/was:

Identified a minimum of 5 permittee-owned properties that could potentially be modified or retrofitted with BMPs to reduce impervious cover

Optional: If you would like to describe progress made on any incomplete requirements listed above, provide an update on previous incomplete milestones, or provide any additional details, please use the box below:

The Town was unable to complete these requirements during Permit Year 4 due to staffing shortages. A consultant is under contract to assist with completion of these requirements during Permit Year 5.

Annual Requirements

- Provided an opportunity for public participation in review and implementation of SWMP and complied with State Public Notice requirements
- Kept records relating to the permit available for 5 years and made available to the public
- The SSO inventory has been updated, including the status of mitigation and corrective measures implemented
 - This is not applicable because we do not have sanitary sewer
 - This is not applicable because we did not find any new SSOs
 - The updated SSO inventory is attached to the email submission
 - The updated SSO inventory can be found at the following website:

- Updated system map due in year 2 as necessary
- Provided training to employees involved in IDDE program within the reporting period
- Properly stored and disposed of catch basin cleanings and street sweepings so they did not discharge to receiving waters
- All curbed roadways were swept at least once within the reporting period
- Enclosed all road salt storage piles or facilities and implemented winter road maintenance procedures to minimize the use of road salt
- Implemented SWPPPs for all permittee owned or operated maintenance garages, public works yards, transfer stations, and other waste handling facilities
- Updated inventory of all permittee owned facilities as necessary
- O&M programs for all permittee owned facilities have been completed and updated as necessary
- Implemented all maintenance procedures for permittee owned facilities in accordance with O&M programs
- Implemented program for MS4 infrastructure maintenance to reduce the discharge of pollutants
- Inspected all permittee owned treatment structures (excluding catch basins)

Optional: If you would like to describe progress made on any incomplete requirements listed above or provide any additional details, please use the box below:

IDDE training, implementation of SWPPPs, and inspections of Town-owned stormwater treatment structures (excluding catch basins) were not completed during Permit Year 4 due to staffing shortages. A consultant is under contract to assist with completion of the training and BMP inspection requirements during Permit Year 5 and the Town plans to fully implement the SWPPPs by the end of 2022.

The Town typically conducts sweeping of its 142 miles of roadway between March and August/September every year. At the time of this report, the Town is approximately 75% complete with their 2022 street sweeping, which has been prolonged due to staffing shortages. The Town anticipates it will finish 2022 street sweeping in October or November.

Bacteria/ Pathogens (Combination of Impaired Waters Requirements and TMDL Requirements as Applicable)

Annual Requirements

*Public Education and Outreach**

- Annual message was distributed encouraging the proper management of pet waste, including noting any existing ordinances where appropriate
- Permittee or its agents disseminated educational material to dog owners at the time of issuance or renewal of dog license, or other appropriate time
- Provided information to owners of septic systems about proper maintenance in any catchment that discharges to a water body impaired for bacteria

** Public education messages can be combined with other public education requirements as applicable (see Appendix H and F for more information)*

Optional: If you would like to describe progress made on any incomplete requirements listed above or provide any additional details, please use the box below:

The Town disseminated pet waste messages during dog license issuance/renewal through the Town Clerk's office during this permit year.

Nitrogen (Combination of Impaired Waters Requirements and TMDL Requirements as Applicable)

Annual Requirements

*Public Education and Outreach**

- Distributed an annual message in the spring (April/May) that encourages the proper use and disposal of grass clippings and encourages the proper use of slow-release fertilizers
- Distributed an annual message in the summer (June/July) encouraging the proper management of pet waste, including noting any existing ordinances where appropriate
- Distributed an annual message in the fall (August/September/October) encouraging the proper disposal of leaf litter

** Public education messages can be combined with other public education requirements as applicable (see Appendix H and F for more information)*

Good Housekeeping and Pollution Prevention for Permittee Owned Operations

- Increased street sweeping frequency of all municipal owned streets and parking lots subject to Permit part 2.3.7.a.iii.(c) to a minimum of two times per year (spring and fall)

Nitrogen Source Identification Report

- Completed the Nitrogen Source Identification Report
 - The Nitrogen Source Identification Report is attached to the email submission
 - The Nitrogen Source Identification Report can be found at the following website:

Potential structural BMPs

- Any structural BMPs listed in Table 3 of Attachment 1 to Appendix H already existing or installed in the regulated area by the permittee or its agents was tracked and the nitrogen removal by the BMP was
- estimated consistent with Attachment 1 to Appendix H. The BMP type, total area treated by the BMP, the design storage volume of the BMP and the estimated nitrogen removed in mass per year by the BMP were documented.
 - The BMP information is attached to the email submission

The BMP information can be found at the following website:

Optional: If you would like to describe progress made on any incomplete requirements listed above or provide any additional details, please use the box below:

The Town's Highway and Maintenance webpage, <https://www.harwich-ma.gov/highways-and-maintenance/pages/storm-water-guide>, contains information about proper disposal of yard debris and yard waste.

In Permit Year 3, the Town's Department of Public Works staff defined which roadways drain to nitrogen-impaired waters. In Permit Year 4, the Town increased street sweeping frequencies on these roadways to twice per year, in the spring and fall. There are currently no BMPs that are optimized for nitrogen removal, so this parameter was not tracked during Permit Year 4. The Town will track BMPs installed during new or redevelopment and require them to be optimized for nitrogen removal in accordance with Part 2.3.6.

The Town did not prepare a Nitrogen Source Identification Report during Permit Year 4 because a TDML exists for the Cape Cod Nitrogen impairment. In accordance with Appendix F and H requirements, the Town will identify opportunities for implementation of structural BMPs for nitrogen load reduction on Town-owned properties during Permit Year 5.

Optional: Use the box below to provide any additional information you would like to share as part of your self-assessment:

Part III: Receiving Waters/Impaired Waters/TMDL

Have you made any changes to your lists of receiving waters, outfalls, or impairments since the NOI was submitted?

- Yes
 No

If yes, describe below, including any relevant impairments or TMDLs:

As discussed in the Permit Year 3 Annual Report, one location previously identified as an outfall was determined to be a culvert and 18 outfalls (one new outfall) were verified during illicit discharge detection and elimination activities. Two Town-owned interconnections were identified on a MassDOT owned road. Receiving waters remained unchanged.

The Town evaluated the "Final Massachusetts Integrated List of Waters from the Clean Water Act 2018/2020 Reporting Cycle" and noted the following changes have been made to the Town's waterbody impairments. Additions and/or removals of impairments and TMDLs do not affect the Town's implementation of related Appendix F and Appendix H requirements previously described in the Stormwater Management Plan:

- Allens Harbor (MA96-95): Total Nitrogen and Nutrient/Eutrophication Biological Indicators were added as TMDLs (No. 65883).
- Wychmere Harbor (MA96-96): Total Nitrogen and Nutrient/Eutrophication Biological Indicators were added as TMDLs (No. 65882).
- Herring River (MA96-22): Total Nitrogen, Nutrient/Eutrophication Biological Indicators, and Estuarine Bioassessments were added as TMDLs (No. 65960).
- Saquatucket Harbor (MA96-23): Total Nitrogen and Nutrient/Eutrophication Biological Indicators were added as TMDLs (No. 65884).
- Pleasant Bay (MA96-77): Estuarine bioassessments was added as an impairment.
- Muddy Creek (MA96-51): Fish passage barrier was added as an impairment.

Part IV: Minimum Control Measures

Please fill out all of the metrics below. If applicable, include in the description who completed the task if completed by a third party.

MCM1: Public Education

Number of educational messages completed during this reporting period: 8

Below, report on the educational messages completed during this reporting period. For the measurable goal(s) please describe the method/measures used to assess the overall effectiveness of the educational program.

BMP: Fertilizer and Nutrient Control

Message Description and Distribution Method:

The Town of Harwich posted a fertilizer and nutrient control regulation to the Health Department website (<https://www.harwich-ma.gov/health/pages/fertilizer-regulation>). The regulation explains that the Massachusetts Estuaries Project found fertilizers account for a large portion of controllable nitrogen load in Cape Code watersheds and the harmful impacts of excessive nitrogen getting into watersheds from stormwater runoff. The regulation provides a legal mechanism to ensure fertilizer application is performed in a manner consistent with best management practices.

The Town continued to provide a flyer at the Town Hall for public distribution to educate residents on how the misuse and ingredients in fertilizer can cause stormwater pollution and ways they can prevent fertilizer from entering the Town's waterbodies. Strategies highlighted include reducing fertilizer use and using organic fertilizers.

A grass clipping message and a fertilizer message were aired on the local cable access channel, Channel 18, beginning May 18, 2021. The message continued to air through September 2022.

Targeted Audience: Residents, Commercial/Businesses

Responsible Department/Parties: Town Administrator, Health Department

Measurable Goal(s):

Provide content on the Town website to educate audiences about the effects of the misuse of fertilizer on stormwater and water quality.

Message Date(s): Fertilizer regulation post to website, flyer distribution ongoing, cable access advertisement through September 2022.

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

BMP: Household Hazardous Waste

Message Description and Distribution Method:

The Town of Harwich posted information on their Department of Public Works website (<http://www.harwichhighway.com/Departments/DisposalArea/tabid/79/Default.aspx>) and Water Department website (<http://www.harwichwater.com/water-protection/household-hazardous-waste.html>) that directs residents to locations of Massachusetts facilities where residents can drop off hazardous waste. The Water Department website also list items that are considered to be hazardous waste and that are accepted by the facilities. By educating residents on locations to drop of hazardous waste, in addition to outlining what is considered hazardous waste, Harwich is mitigating the risk of hazardous waste being incorrectly disposed of and ending up in waterways via runoff.

In addition, the Town conducted 6 Household Hazardous Waste Collection Days in Permit Year 4 (July/August/September/October 2021 and May/June 2022). The events took place at the Town's Transfer Station and provided residents from Harwich, Brewster, and Chatham with an opportunity to drop off waste.

The Town distributes flyers and mailers to residents to inform them about the Collection Day schedule and products they can dispose. The 2022 event brochure is located here: <http://www.harwichhighway.com/LinkClick.aspx?fileticket=nEDKs5DN7Uk%3d&tabid=76&mid=408> and here: <http://www.harwichhighway.com/Departments/DisposalArea/tabid/79/Default.aspx>.

Permanent signs regarding littering are also placed at key walking paths throughout the Town.

Targeted Audience: Residents

Responsible Department/Parties: Town Administrator, Highways and Maintenance Department

Measurable Goal(s):

Continue to raise the Town residents' awareness of Household Hazardous Waste Collection Days to prevent improper waste disposal.

Message Date(s): Ongoing, updated annually

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

BMP: Pesticides and Water Supply Protection

Message Description and Distribution Method:

The Town of Harwich Water Department posted a link on their website (<http://www.harwichwater.com/water-protection/household-hazardous-waste.html>) to a mass.gov web page about pesticides and their effects on water supplies from runoff and infiltration. Information on the website includes ways to comply with state Groundwater Protection Regulations and pesticides listed on the groundwater protection list.

Targeted Audience: Residents

Responsible Department/Parties: Town Administrator, Water Department

Measurable Goal(s):

Provide content on the Town website to educate audiences about the effects of pesticide application on stormwater and water quality.

Message Date(s): Ongoing

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

BMP: Source Water Protection

Message Description and Distribution Method:

The Town of Harwich Water Department website contains a Resident Participation page (<http://www.harwichwater.com/water-protection/resident-participation.html>). This website informs residents of methods they can use to manage their property to protect drinking water. Links provided on this web page include "easy things you can do," "manage your property to protect drinking water," and "dispose of hazardous materials properly." Additionally, there are links to groups that provide volunteer opportunities. The groups promoted are the Cape Cod Groundwater Guardian Team and the Town of Harwich Boards & Commissions.

Targeted Audience: Residents

Responsible Department/Parties: Town Administrator, Water Department

Measurable Goal(s):

Provide content on the Town website to educate audiences about the methods they can use to protect drinking water.

Message Date(s): Ongoing

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

BMP: Guidance on Proper Septic System Maintenance

Message Description and Distribution Method:

Provide content on the Town's website to inform septic system owners about how to properly manage and maintain their systems.

Educational messaging is located on the Water Department website: <http://www.harwichwater.com/water->

protection/do-s-don-ts-of-septic-system-use.html and Health Department website: <https://www.harwich-ma.gov/health/pages/septic-systems-title-5>

Pamphlets with information on how to properly manage and maintain septic systems are also distributed to residents during the Title V inspection process.

Targeted Audience:

Responsible Department/Parties:

Measurable Goal(s):

Message Date(s):

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

BMP: Town Website - Preventing Stormwater Pollution

Message Description and Distribution Method:
https://www.harwich-ma.gov/highways-and-maintenance/pages/storm-water-guide. This guide includes multiple ways residents can help reduce stormwater pollution, including: not washing cars on impervious surfaces or near storm drains; checking vehicles, boats, and equipment periodically for leaks; proper lawn care and garden care techniques; home repair and improvement BMPs; proper pet waste management; guidance on draining swimming pools and spas; and how to dispose of household hazardous waste."/>

Targeted Audience:

Responsible Department/Parties:

Measurable Goal(s):

Message Date(s):

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

BMP: Water Department Consumer Confidence Reports

Message Description and Distribution Method:

The Water Department provides Consumer Confidence Reports that contain information about ways residents and business owners can protect their water supply, including septic system maintenance, proper disposal of hazardous household waste and chemicals at Hazardous Materials Collection Days, and limiting nutrient use to protect water quality by fertilizing less.

The Consumer Confidence Report is posted to the Water Department's website each year (<https://www.harwichwater.com/assets/CCR/2021%20Harwich%20CCR.pdf>) and distributed with water bills.

Targeted Audience: Residents, Business/Commercial, Industrial

Responsible Department/Parties: Water Department

Measurable Goal(s):

Educate audiences about ways to improve water quality and decrease audience activities and behaviors that degrade water quality.

Message Date(s): Annually

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

BMP: Pet Waste Messaging

Message Description and Distribution Method:

The Town's Highways and Maintenance Department "Storm Water Guide," <https://www.harwich-ma.gov/highways-and-maintenance/pages/storm-water-guide>, contains information about pet waste disposal and the effects of pet waste on water quality.

The Town continued to provide "Do Your Doody" pet waste management flyers for public distribution at the Town Hall. The flyer educates dog owners that pet waste can cause stormwater pollution, and provides ways they can prevent pet waste from entering the Town's waterbodies. In addition, the Town continued to post proper pet waste management signage at the Town Clerk's Office and the Health Department.

Targeted Audience: Residents

Responsible Department/Parties: Harwich Animal Control, Highway and Maintenance Department

Measurable Goal(s):

Increase pet owner awareness of proper pet waste disposal techniques.

Message Date(s): Ongoing

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

[Empty text box for describing changes]

Add an Educational Message

MCM2: Public Participation

Describe the opportunity provided for public involvement in the development of the Stormwater Management Program (SWMP) **during this reporting period:**

The Town of Harwich provided their Stormwater Management Plan Updates and Annual Reports on the Engineering Department website (<https://www.harwich-ma.gov/engineering/pages/stormwater>) and in the Town Engineer's Office for public review and comment. No comments regarding these documents were received during this permit year.

Was this opportunity different than what was proposed in your NOI? Yes No

Describe any other public involvement or participation opportunities conducted **during this reporting period:**

The Town held their annual fall beach cleanup event, "Coastsweep," in Fall 2021 at various Town beaches.
The Town also held an annual spring event called "Tour de Trash," where volunteers collect trash along the Town's roadways. The event was held on April 30, 2022.

MCM3: Illicit Discharge Detection and Elimination (IDDE)

Sanitary Sewer Overflows (SSOs)

Check off the box below if the statement is true.

This SSO section is NOT applicable because we DO NOT have sanitary sewer

Below, report on the number of SSOs identified in the MS4 system and removed **during this reporting period.**

Number of SSOs identified:

Number of SSOs removed:

MS4 System Mapping

Optional: Provide additional status information regarding your map:

The MS4 map was updated to incorporate changes related to the 2018/2020 Massachusetts Integrated List of Waters.

Screening of Outfalls/Interconnections

If conducted, please submit any outfall monitoring results from this reporting period. Outfall monitoring results should include the date, outfall/interconnection identifier, location, weather conditions at time of sampling, precipitation in previous 48 hours, field screening parameter results, and results from all analyses. Please also include the updated inventory and ranking of outfalls/interconnections based on monitoring results.

- No outfalls were inspected
- The outfall screening data is attached to the email submission
- The outfall screening data can be found at the following website:

*Below, report on the number of outfalls/interconnections screened **during this reporting period.***

Number of outfalls screened:

*Below, report on the percent of outfalls/interconnections screened **to date.***

Percent of outfalls screened:

Optional: Provide additional information regarding your outfall/interconnection screening:

As discussed in the Permit Year 3 Annual Report, dry weather outfall/interconnection screening was completed and no dry weather flow was observed at any of the outfalls and/or upgradient drainage structures. No evidence of actual or potential illicit discharges were identified.

Catchment Investigations

If conducted, please submit all data collected during this reporting period as part of the dry and wet weather investigations. Also include the presence or absence of System Vulnerability Factors for each catchment.

- No catchment investigations were conducted
- The catchment investigation data is attached to the email submission
- The catchment investigation data can be found at the following website:

*Below, report on the number of catchment investigations completed **during this reporting period.***

Number of catchment investigations completed this reporting period:

*Below, report on the percent of catchments investigated **to date.***

Percent of total catchments investigated:

Optional: Provide any additional information for clarity regarding the catchment investigations below:

As discussed in the Permit Year 3 Annual Report, catchments are limited due to the widespread use of infiltrating catch basins and limited drainage infrastructure. Investigated catchments are located in areas with no sanitary sewer. Based on this and other related information, no SVFs exist. No potential or actual evidence of illicit discharges were identified during catchment investigations.

IDDE Progress

If illicit discharges were found, please submit a document describing work conducted over this reporting period, and cumulative to date, including location source; description of the discharge; method of discovery; date of discovery; and date of elimination, mitigation, or enforcement OR planned corrective measures and schedule of removal.

- No illicit discharges were found
- The illicit discharge removal report is attached to the email submission
- The illicit discharge removal report can be found at the following website:

*Below, report on the number of illicit discharges identified and removed, along with the volume of sewage removed **during this reporting period.***

Number of illicit discharges identified:

Number of illicit discharges removed:

Estimated volume of sewage removed: gallons/day

*Below, report on the total number of illicit discharges identified and removed to date. At a minimum, report on the number of illicit discharges identified and removed **since the effective date of the permit (July 1, 2018).***

Total number of illicit discharges identified:

Total number of illicit discharges removed:

Optional: Provide any additional information for clarity regarding illicit discharges identified, removed, or planned to be removed below:

Employee Training

Describe the frequency and type of employee training conducted **during this reporting period:**

IDDE training was not completed during Permit Year 4, but a consultant is under contract to assist with completion of the training during Permit Year 5.

MCM4: Construction Site Stormwater Runoff Control

*Below, report on the construction site plan reviews, inspections, and enforcement actions completed **during this reporting period.***

Number of site plan reviews completed:

Number of inspections completed:

Number of enforcement actions taken:

Optional: Enter any additional information relevant to construction site plan reviews, inspections, and enforcement actions:

In addition to construction site plan reviews and inspections, the Town issued 2 Stormwater Permits to applicants this Permit Year.

MCM5: Post-Construction Stormwater Management in New Development and Redevelopment

Ordinance or Regulatory Mechanism

Date update was completed (due in year 3):

As-built Drawings

*Below, report on the number of as-built drawings received **during this reporting period.***

Number of as-built drawings received:

Optional: Enter any additional information relevant to the submission of as-built drawings:

The Town's Comprehensive Stormwater and Illicit Discharge Regulations require the submittal of as-built drawings no later than one year after the completion of construction projects and the long-term operation and maintenance of stormwater BMPs.

Retrofit Properties Inventory

Below, list the permittee-owned properties that could be modified or retrofitted with BMPs to mitigate impervious areas (at least 5):

The Town did not complete a Retrofit Properties Inventory during Permit Year 4, but a consultant is under contract to assist with completion of the training during Permit Year 5.

MCM6: Good Housekeeping

Catch Basin Cleaning

*Below, report on the number of catch basins inspected and cleaned, along with the total volume of material removed from the catch basins **during this reporting period.***

Number of catch basins inspected:

Number of catch basins cleaned:

Total volume or mass of material removed from all catch basins:

Below, report on the total number of catch basins in the MS4 system.

Total number of catch basins:

If applicable:

Report on the actions taken if a catch basin sump is more than 50% full during two consecutive routine inspections/cleaning events:

If necessary, the inspection and cleaning schedule will be adjusted to prioritize catch basins located at known problem areas (low spots) and near construction activities. If inspection and maintenance activities indicate excessive sediment and/or debris loading, these catch basins will be prioritized for more frequent cleaning.

Street Sweeping

*Report on street sweeping completed **during this reporting period** using one of the three metrics below.*

Number of miles cleaned:

Volume of material removed: [Select Units]

Weight of material removed:

Stormwater Pollution Prevention Plan (SWPPP)

*Below, report on the number of site inspections for facilities that require a SWPPP completed **during this reporting period.***

Number of site inspections completed:

Describe any corrective actions taken at a facility with a SWPPP:

Staffing shortages prevented the Town from fully implementing requirements related to SWPPP inspections for the DPW and Transfer Stations. The Town anticipates SWPPP facility inspections will resume during Permit Year 5.

Additional Information

Monitoring or Study Results

Results from any other stormwater or receiving water quality monitoring or studies conducted during the reporting period not otherwise mentioned above, where the data is being used to inform permit compliance or permit effectiveness must be attached.

- Not applicable
- The results from additional reports or studies are attached to the email submission
- The results from additional reports or studies can be found at the following website(s):

If such monitoring or studies were conducted on your behalf or if monitoring or studies conducted by other entities were reported to you, a brief description of the type of information gathered or received shall be described below:

Additional Information

Optional: Enter any additional information relevant to your stormwater management program implementation during the reporting period. Include any BMP modifications made by the MS4 if not already discussed above:

COVID-19 Impacts

Optional: If any of the above year 4 requirements could not be completed due to the impacts of COVID-19, please identify the requirement that could not be completed, any actions taken to attempt to complete the requirement, and reason the requirement could not be completed below:

IDDE training, implementation of SWPPPs, inspections of Town-owned stormwater treatment structures (excluding catch basins), assessment of the Town's local street design/parking lot/green infrastructure guidelines and regulations, and identification of 5 Town-owned properties for stormwater retrofit potential

were not completed during Permit Year 4 due to staffing shortages. A consultant is under contract to complete these requirements during Permit Year 5.

Activities Planned for Next Reporting Period

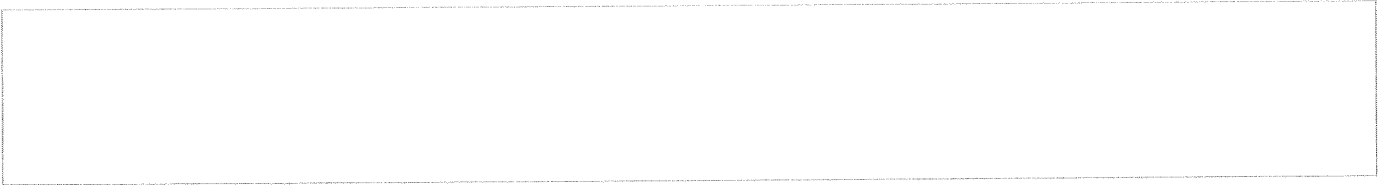
Please confirm that your SWMP has been, or will be, updated to comply with all applicable permit requirements including but not limited to the year 5 requirements summarized below. (Note: impaired waters and TMDL requirements are not listed below)

Yes, I agree

Annual Requirements

- Annual report submitted and available to the public
- Annual opportunity for public participation in review and implementation of SWMP
- Keep records relating to the permit available for 5 years and make available to the public
- Properly store and dispose of catch basin cleanings and street sweepings so they do not discharge to receiving waters
- Annual training to employees involved in IDDE program
- Update inventory of all known locations where SSOs have discharged to the MS4
- Continue public education and outreach program
- Update outfall and interconnection inventory and priority ranking and include data collected in connection with the dry weather screening and other relevant inspections conducted
- Implement IDDE program
- Review site plans of construction sites as part of the construction stormwater runoff control program
- Conduct site inspection of construction sites as necessary
- Inspect and maintain stormwater treatment structures
- Log catch basins cleaned or inspected
- Sweep all curbed streets at least annually
- Continue investigations of catchments associated with Problem Outfalls
- Implemented SWPPPs for all permittee owned or operated maintenance garages, public works yards, transfer stations, and other waste handling facilities
- Review inventory of all permittee owned facilities in the categories of parks and open space, buildings and facilities, and vehicles and equipment; update if necessary
- Review O&M programs for all permittee owned facilities; update if necessary
- Implement all maintenance procedures for permittee owned facilities in accordance with O&M programs
- Implement program for MS4 infrastructure maintenance to reduce the discharge of pollutants
- Enclose all road salt storage piles or facilities and implemented winter road maintenance procedures to minimize the use of road salt
- Review as-built drawings for new and redevelopment to ensure compliance with post construction bylaws, regulations, or regulatory mechanism consistent with permit requirements
- Inspect all permittee owned treatment structures (excluding catch basins)
- Identify additional permittee-owned properties that could potentially be modified or retrofitted with BMPs to reduce impervious areas so that the permittee maintains a minimum of 5 sites in their inventory, until such a time when the permittee has less than 5 sites remaining

Provide any additional details on activities planned for permit year 5 below:



Part V: Certification of Small MS4 Annual Report 2021

40 CFR 144.32(d) Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I certify that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name: Title:

Signature: Date:

[Signatory may be a duly authorized representative]

Weight Room Revolving Fund July, August & September 2022

Deposited Revenue: \$9,358.00

- Membership is \$15 per person for 30 days
- Revenue also includes silver sneaker insurance payments

Part Time Salaries (Weight Room Coverage): \$12,914.80

- Includes coverage from 6AM-9PM (Tuesday, Wednesday, Thursday & Friday)
- Monday: 6AM-6PM
- Saturday: 8AM-4PM
- Also fills in for other staff openings

Expenses (Weight Room): \$2,283.96

- Expenses include replacement for broken shades, cleaning supplies wipes, and a Personal Trainer for the Weight Room

