



Wellfleet Selectboard

Note: Start Time of 11 am

The Wellfleet Selectboard will hold a public meeting on **Thursday, December 3, 2020, at 11:00 a.m. This meeting will be held via Zoom Video Conference** in accordance with the temporary suspension and enhancement of the Open Meeting Law requirements by Governor Baker. Instructions for a Zoom video conference meeting which also allows phone dial-in are given below:

1. Watch a livestream on Wellfleet's YouTube Channel located at the following link:
www.youtube.com/c/wellfleettownmedia.
 2. Join the meeting hosted in Zoom by using the following link:
<https://zoom.us/j/98788085014?pwd=VjN4bGtBaml4YmtGQjNiZEFUVk1QZz09>
 3. Audio, video, chat, and screen sharing functions will be disabled during the public session. Request to participate by using the "raise hand" function. **Meeting ID: 987 8808 5014 | Passcode: 063835**
 - a. Raise hand in smartphone app – touch bottom of your screen and select "more" - hit "raise hand" button
 - b. Raise hand on computer – hit "participants" button on bottom of screen – hit "raise hand" button on bottom of participants panel
 - c. Please make sure you properly identify yourself before speaking, rename yourself by selecting the participants button and choosing "more" (or by holding down on your name on a smartphone app) and selecting "rename" - full, legal names only.
 - d. Please join the meeting on time.
 4. You may also listen to the meeting by calling in on a phone to +1 929 205 6099 and enter **Meeting ID: 987 8808 5014 | Passcode: 063835** Landline callers can participate by **dialing *9 to raise their hand**.
 5. You may submit questions and comments to the Town using the following email:
executive.assistant@wellfleet-ma.gov Comments made during the meeting via e-mail will be sent to Selectboard members AFTER the meeting.
 6. Meeting materials are attached to this agenda, available online at Wellfleet-ma.gov. It is recommended that phone participants access materials in advance of the meeting.
 7. **Please follow the following general instructions:**
 - a. Keep your phone muted at all times when not talking; no one is allowed to unmute themselves during the meeting.
 - i. Selectboard meetings are NOT interactive. If public comments are allowed that's all, comments only, not questions.
 - ii. If the Chair is allowing comments during the meeting the number of comments will be limited and may be **no longer than one minute**.
 - b. Do not use speakerphone; do not use Bluetooth devices; mute all background noise.
 - c. Please do not speak until the Chair asks for public comments or questions and you have been recognized by the moderator and unmuted.
 - d. After the business section is complete no public comments are permitted. Future agenda items are from the Selectboard, no one else.
 8. It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.
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I. Announcements, Open Session and Public Comments

Note: Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.

II. Review, Approve, and Sign the Contract Awarded to Cashman Dredging for the Harbor Dredging

III. Adjournment



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 3, 2020

II

REVIEW, APPROVE, AND SIGN THE CONTRACT AWARDED TO CASHMAN DREDGING FOR THE HARBOR DREDGING

REQUESTED BY:	Assistant Town Administrator
DESIRED ACTION:	Review, Approve, and Sign the Contract Awarded to Cashman Dredging for the Harbor Dredging
PROPOSED MOTION:	I move to approve the contract with Cashman Dredging and authorize the Town Administrator to sign it.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

**SECTION 00 50 00
AGREEMENT**

THIS AGREEMENT made as of the ____ day of **December** in the year 2020 by and between the Town of Wellfleet, Massachusetts hereinafter called OWNER, and **Cashman Dredging & Marine Contracting Company, LLC** with legal address and principal place of business at **549 South Street, Quincy MA 02169**, hereinafter called CONTRACTOR. OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER

2.1 The Project has been designed by GEI Consultants, Inc., 124 Grove Street Suite 300, Franklin, MA 02038 who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Contract Time shall be until no later than December 31, 2020 for completion of all work. Work shall commence within SEVEN (7) CALENDAR DAYS following the effective date of this Agreement.

3.2 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such a rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER, that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE

4.1 OWNER will pay CONTRACTOR for performance of the Work, in accordance with the Contract Documents in current funds at the Bid Price agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

4.2 The CONTRACTOR agrees to perform all extra work resulting in change orders at a Direct Labor Cost percentage as defined herein, or by mutually agreed lump sum basis.

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Schedule

indicated by the agreed Bid Form.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

- 6.1 OWNER will make progress and final payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER and approved by the OWNER, monthly during construction.

ARTICLE 7. LIQUIDATED DAMAGES

- 7.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss and inconvenience if the Work is not completed within the Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$0.00 per day for each calendar day of delay until the Work is complete.

ARTICLE 8. ASSURANCE

- 8.1 CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 8.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications.
- 8.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in the above paragraph 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, investigations, tests, reports, or similar data are or will be required by him for such purposes.
- 8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.5 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

- 8.6 CONTRACTOR agrees 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.
- 8.7 Contractor agrees that all disputes occurring outside of the terms herein shall be determined in accordance with the “Standard General Conditions of the Construction Contract”, prepared by Engineers Joint Contract Documents Committee and issued and published jointly by the National Society of Professional Engineers and the Construction Specifications Institute, and endorsed by The Associated General Contractors of America.

ARTICLE 9. CONTRACT DOCUMENTS

- 9.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:
- 9.1.1 Notice to Bidders.
 - 9.1.2 Information for Bidders
 - 9.1.3 Bid Form.
 - 9.1.4 This Agreement.
 - 9.1.5 Certificate of Bidder Regarding Equal Employment Opportunity
 - 9.1.6 Certification of Compliance with Tax Laws
 - 9.1.7 Certificate of Non-Collusion
 - 9.1.8 Corporate Signatory Authorization
 - 9.1.9 Construction Performance Bond, and Construction Payment Bond, and any other required Bonds.
 - 9.1.10 Certificate of Insurance.
 - 9.1.11 Specifications (as listed in Table of Contents).
 - 9.1.12 Drawing numbered SHEETS 1 of 5 through 5 of 5, inclusive.
 - 9.1.13 Addenda numbers 1 to 1, inclusive.
 - 9.1.14 Any modification, including Change Orders, duly delivered after execution of Agreement.

ARTICLE 10. MISCELLANEOUS

- 10.1 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 10.2 OWNER 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.
- 10.3 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a Modification.
- 10.4 Any conflicts between the duties, authority and responsibilities of the Engineer as stated in this Agreement and the Engineering Agreement shall be governed by the Engineering Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to OWNER, and one copy each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on _____, 2020.

OWNER

CONTRACTOR

BY

BY

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

Address for giving notices

Address for giving notices

As required by Chapter 693 of the Acts of 1964 (M.G.L. Chapter 44 Section 31c), this is to certify that the Town of Wellfleet has an appropriation which is adequate to cover the cost of this contract and that the Officer executing the contract on behalf of the Town is authorized to do so.

Date

Signed

Date

Signed

Note: If CONTRACTOR is a corporation, a current and valid certificate of corporate vote must be supplied when the Contract is signed indicating that the person signing same has the authority to do so, holds the office identified and a further certification by the clerk that said vote has not been rescinded, changed or modified if the vote is not current as of the date of signing.

--- END OF SECTION ---

AGREEMENT

00 50 00-5

SECTION 00 30 00
BID FORM

The undersigned hereby declares to have carefully examined the annexed form of Contract, Specifications, and Drawings therein referred to and also the sites upon which the projected work is to be performed. Also, included in the Bid Form is a table requiring information on the Bidder's qualifications.

- A. The undersigned proposes to furnish all labor and materials required for the "Wellfleet Harbor Dredging" in accordance with the Drawings and Specifications prepared by GEI Consultants, Inc., 124 Grove Street, Franklin, Massachusetts 02038, for the Contract Price specified below, subject to additions and deductions according to the terms of the Specifications.

Accompanying this Proposal is a bid deposit in the amount of 5% of the value of the Base Bid, which shall become the property of the Town of Wellfleet, MA (Owner) if, in case this Proposal shall be accepted by the said Owner, the undersigned shall fail to comply with the statutes as herein before specified, if it is a foreign corporation, or in any event fails to execute the Contract with, and give a bond to, said Owner, according to the requirements of the Notice to Contractor in the form annexed to said form of Contract, within the time hereinafter specified.

The undersigned also hereby declares to be the only person 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 the Owner is directly or indirectly interested in this Proposal, or in any Contract which may be made under it, or in expected profits to arise therefrom; and it is made 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 Bid Documents prepared for this case, and herein mentioned.

- B. This bid will include any Addenda issued during the bid period.
- C. The bid prices are presented in the following schedule. The Bidder shall provide Total Prices for the project as follows.

THE OWNER SOLICITS THE FOLLOWING BIDS:

A. BASE BID

The Bidder agrees to perform all the Work described in the Contract Documents for the following prices:

B. BASE BID SCHEDULE

Brief Description of Item	Est. Quant.	Unit	Unit Price in words	Unit Price in figures	Total Amount in figures
1. Mobilization (Item 1)	1	LS	Three Hundred & Eighty-Eight Thousand dollars and zero cents	\$ 388,000.00	\$ 388,000.00
2. Dredging and Disposal (Item 2)	57,600	CY	Thirty-Eight dollars and zero cents	\$ 38.00	\$ 2,188,800.00
3. Debris (Item 3)	150	Tons	One Hundred dollars and _____ cents	\$ 100.00	\$ 15,000.00
TOTAL BASE BID PRICE:					\$ 2,591,800.00

TOTAL BASE BID PRICE WRITTEN IN WORDS:

Two Million, Five Hundred and Ninety-One Thousand, Eight Hundred _____ DOLLARS
Zero _____ CENTS

BID PROPOSAL INCLUDES ADDENDA NUMBER(S) 001 (Nov 24, 2020)

DESCRIPTION OF PAY ITEMS

Refer to Technical Specifications Section 01 20 00 – Price and Payment Procedures for descriptions of the work involved for each pay item

BASIS OF CONTRACT AWARD:

The Town of Wellfleet, MA, Basis of Award will be determined by the available funding for the project and regulatory approvals. All Bidders will be first evaluated for award on the Base Bid to confirm the project is within the available funding.

The Town of Wellfleet, MA reserves the right to add additional funding to the project should it be in its best interest for maximizing the construction for the available funding.

- D. The undersigned agrees that, if he/she is selected as Contractor, he/she will within five (5) calendar days, after presentation thereof by the Owner, execute the Contract in accordance with the terms of this bid and furnish a performance bond and a payment bond for the full amount of the Contract Price, each with a Surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Owner, the premiums for which are to be paid by the Contractor and are included in the Contract Price.
- E. The bidder hereby certifies that in the event he/she is awarded the Contract he/she shall comply with the minority manpower ratio and all specific action steps contained in the State of Massachusetts Equal Employment Opportunity Anti-Discrimination and Affirmative Action Programs.
- F. The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on this work.
- G. The undersigned further certifies under penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- H. I hereby certify that I have been informed that this project is sales tax exempt. I further certify that the bid prices contained herein do not include any calculations for sales tax.

Date: 11/25/2020 Cashman Dredging & Marine Contracting Co., LLC
(Name of General Bidder)

By 

Stephen Tobin

(Print Name as Signed Above)

Chief Operating Officer

(Title)

549 South Street Quincy, MA 02169

(Business Address)

Note: If the bidder is a corporation, indicate State of incorporation; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Incorporated in what State: Massachusetts

President: Member Jay Cashman
Treasurer: Member Dale Pyatt
Secretary _____

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: _____
Name of Individual: _____
Business Address: _____
Residence: _____

The bidder will give below the name and address of the Surety Company who will sign the bonds.

Travelers Casualty and Surety Co. of America

1 Tower Square Hartford, CT 06183

BIDDER'S QUALIFICATION

The Bidder is required to state below work he/she has done of a character similar to that of the work included in the proposed contract and to give references that will enable the Owner to judge his/her experience and skills to successfully undertake this project.

Project/Amount	Description	Contact	Completion Date
1. Wellfleet Harbor Dredging \$3,729,120	Maintenance Dredging Project with Bucket/Mechanical Dredging & Offshore Disposal 160,000 CYDS	Tim Rezendes USACE New England 696 Virginia Road, Concord, MA 01742 508-294-9858	November 2020
2. Hingham Harbor Dredging \$2,910,346	Maintenance Dredging Project with Bucket/Mechanical Dredging & Offshore Disposal 63,000 CYDS	Christine Player Town of Hingham, MA 210 Central Street, Hingham, MA 02043 508-762-0766	November 2019
3. Rio Puerto Nuevo Flood Control & Maintenance Dredging \$9,773,772	Maintenance Dredging Project with Bucket/Mechanical Dredging & Offshore Disposal 284,000 CYDS	Wilmel Varela USACE, Jacksonville District 701 San Marco Blvd, Jacksonville, FL 32207 787-430-5443	June 2020

Project/Amount	Description	Contact	Completion Date
4. Boston Harbor Improvement Dredging \$135,634,074	Improvement Dredging Project with Bucket/Mechanical Dredging & Offshore Disposal 11,373,000 CYDS	Sean Dolan USACE New England 696 Virginia Road, Concord, MA 01742 978-505-9015	November 2020
5. New Bedford Harbor CAD Cell #4 \$17,662,395	Improvement Dredging/Confined Aquatic Disposal Cell Creation Project with Bucket/Mechanical Dredging, Offshore and CAD Cell Disposal 507,000 CYDS	Edward Anthes-Washburn New Bedford Port Authority 52 Fisherman's Wharf New Bedford MA 02740 508-961-3000	November 2020

--- END OF SECTION ---

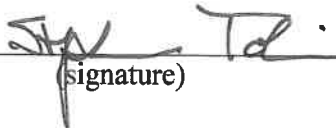
**SECTION 00 56 00
CERTIFICATE OF COMPLIANCE WITH TAX LAWS**

MUST BE SUBMITTED WITH BID FORM

I, Stephen Tobin Cashman Dredging & Marine Contracting Co.,
(principal) of LLC (corporation), certify under
pains and penalties of perjury that said corporation has complied with all the laws of the
Commonwealth of Massachusetts relating to taxes.

11/25/2020

(date)


(signature)

Chief Operating Officer

(title)

83-0359623

Federal Tax Identification Number

--- END OF SECTION ---

**SECTION 00 57 00
CERTIFICATE OF NON-COLLUSION**

MUST BE SUBMITTED WITH BID FORM

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

By: SPC Tol Duly
Authorized Individual

Cashman Dredging & Marine Contracting Co., LLC

Name of Business

549 South Street Quincy, MA 02169

Address

11/22/2020

Date

--- END OF SECTION ---

**SECTION 00 58 00
CORPORATE SIGNATORY AUTHORIZATION**

IF APPLICABLE, SUBMIT WITH BID FORM

If the Bidder is a corporation, complete the following certification: At a

duly authorized meeting of the Board of Directors of the

Cashman Dredging & Marine Contracting Co., LLC held on 11/20/2020

(Name of Corporation) (Date)

at which all the Directors were present or waived notice, it was

VOTED that, Stephen Tobin Chief Operating Officer

(Name) (Officer)

of this company is authorized to execute contracts and bonds in the name and
behalf of said company, and affix its corporate seal thereto, and such

execution of any contract or obligation in this company's name on its behalf

by such Stephen Tobin, Chief Operating Officer

(Officer) of the

company, shall be valid and binding upon this company.

I hereby certify that I am the Manager of the Cashman Dredging & Marine Contracting Co., LLC

that Stephen Tobin is the duly elected Chief Operating Officer

(Officer)

of said company, and that the above vote has not been amended or rescinded and remains in full
force and effect as of the date of the Contract.

A true copy,

Attest _____
(Manager)

Place of Business 549 South St Quincy, MA 02169

(Corporate Seal)

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

Cashman Dredging & Marine Contracting Co., LLC
549 South Street
Quincy, MA 02169

OWNER:

(Name, legal status and address)

Town of Wellfleet
300 Main Street
Wellfleet, MA 02667

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
1 Tower Square
Hartford, CT 06183

BOND AMOUNT: Five Percent (5%) of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


Wellfleet Harbor Dredging


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner 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 Owner, 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 Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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 Owner and Contractor to extend the time in which the Owner 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 specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


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 17th day of November, 2020.


(Witness) Michael Emery


(Witness) Paul Rafferty, As-To-Surety

Cashman Dredging & Marine Contracting Co., LLC


(Principal) _____ *(Seal)*
Chief operating officer
(Title)

Travelers Casualty and Surety Company of America


(Surety) Marisol Mojica *(Seal)*
Attorney-In-Fact
(Title)

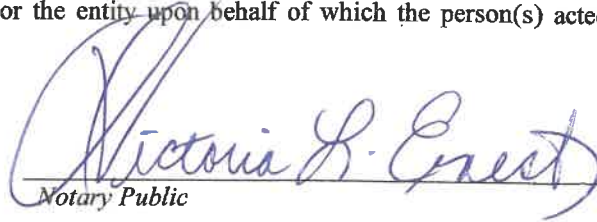
ACKNOWLEDGEMENT

NOTE: Persons signing in more than one capacity (i.e. president and as individual) must be acknowledged for each capacity.

State of New Jersey
County of Hudson } SS

On the 17th day of November 2020 Before me, Victoria L. Ernest, personally appeared Marisol Mojica as Attorney in Fact of the Travelers Casualty and Surety Company of America Personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MY COMMISSION EXPIRES
AUGUST 09, 2023


Notary Public (seal)

OPTIONAL

- Individual Corporate Officer Attorney-in-Fact Partner - Limited Partner - General
 Trustee Guardian or Conservator Titles(s): _____ Other: _____

State of _____
County of _____ } SS

On the _____ day of _____ 2020 Before me, _____, personally appeared _____ Personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public (seal)

OPTIONAL

- Individual Corporate Officer Attorney-in-Fact Partner - Limited Partner - General
 Trustee Guardian or Conservator Titles(s): _____ Other: _____

State of _____
County of _____ } SS

On the _____ day of _____ 20 Before me, _____, personally appeared _____ Personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public (seal)

OPTIONAL

- Individual Corporate Officer Attorney-in-Fact Partner - Limited Partner - General
 Trustee Guardian or Conservator Titles(s): _____ Other: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marisol Mojica** of **JERSEY CITY** **New Jersey**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In **Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **November**, **2020**.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 90,238,215	UNEARNED PREMIUMS	\$ 1,079,715,657
BONDS	3,590,884,327	LOSSES	772,047,672
STOCKS	297,833,044	LOSS ADJUSTMENT EXPENSES	174,714,866
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	46,970,467
OTHER INVESTED ASSETS	3,988,514	TAXES, LICENSES AND FEES	14,728,588
PREMIUM BALANCES	263,364,263	OTHER EXPENSES	43,134,646
NET DEFERRED TAX ASSET	52,134,928	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,874,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,984,746
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,565,278
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,828	RETROACTIVE REINSURANCE RESERVE ASSUMED	828,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	587,398	POLICYHOLDER DIVIDENDS	11,482,845
OTHER ASSETS	3,574,968	PROVISION FOR REINSURANCE	9,837,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		TOTAL LIABILITIES	\$ 2,263,017,456
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,683,400,804
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,123,684,564
TOTAL ASSETS	\$ 4,386,702,020	TOTAL LIABILITIES & SURPLUS	\$ 4,386,702,020

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

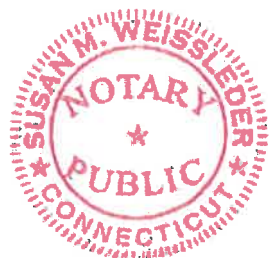
MICHAEL J. DODDY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2019.

Michael J. Doddy
 VICE PRESIDENT - FINANCE

NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2022

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 28TH DAY OF MARCH, 2020





Consulting
Engineers and
Scientists

November 23, 2020
Project 2004486

All Bidders

**RE: Addendum No. 1
Request for Bids
Wellfleet Harbor Dredging
Wellfleet, MA**

Dear Bidders:

Responses to the bidder questions and changes to the bid documents are provided herein as Addendum 1. Your receipt of this Addendum must be acknowledged in your bid.

Questions and answers follow:

1. *The Contractor has multiple concerns about safely dredging the required volume from the shallow anchorage in the time allotted by the Solicitation. It appears there is less than three weeks allotted to complete the project from the expected date of award (December 7, tentatively). This also is not counting potential weather delays or the Christmas Holiday. It appears that this deadline coincides with the closing of the Cape Cod Bay Disposal Site (CCBDS) environmental window on 12/31/2020. However, the in-water work may continue in Wellfleet Harbor through February 1, 2021. Once the CCBDS closes, can material be deposited at the Mass Bay Disposal Site in order to fully utilize the available working window for Wellfleet Harbor, as it remains open throughout the month of January?*
 - a) Response: No material may not be disposed of at Mass Bay Disposal Site. The regulatory permits are specific to the disposal site. All dredge material must be disposed of at CCBDS.
2. *Should all material require placement at the CCBDS, special Condition 19 in the Chapter 91 Permit references a potential course of action taken for extension of this project into the “no dredging window” with a deadline for extension request of December 15; 8 days after the Town’s expected date for notice of award. Will the contractor be able to exercise this option in order to complete the project on a safe timeline?*
 - a) Response: The Contractor may request a deadline extension in accordance with Chapter 91 Permit to the regulatory agency at their discretion; however, the Town makes no representation as to if an extension will be granted.
3. *The specifications state that a marine mammal observer and a fisheries observer is required during transit to and from the CCBDS. Please clarify the distinction between a fisheries observer and a marine mammal observer.*

- a) Response: A marine mammal observer (MMO) shall have qualifications to observe protected species during all aspects of dredging and will be required for this project. The fisheries observer shall be stricken from the requirements.
4. *As we are currently in the midst of a worsening global pandemic, having additional personnel aboard the tight confines of a tug is not feasible or safe. Contractor requests striking this requirement or allowing existing members of the crew to serve this/these role/s while underway.*
 - a) Response: The Contractor shall employ a dedicated Marine Mammal Observer (MMO) specifically meeting the training requirements outlined by NOAA.
 5. *According to the sample contract provided with the bid documents, the language states that the contractor agrees to complete the work in this project by December 31, 2020 and by entering into this contract, the contractor agrees that he finds this timeline reasonable. With a proposed award date of December 7, assuming an immediate issuance of NTP and mobilization, the contractor would have 20 days to complete this work. Even without any weather delays during this time, the Contractor would have to maintain an average production of over 2500 CY/day. This timeline as written leaves no room for error or delay of any type. It is not reasonable, and we would not be able to bid the project as written. Please clarify whether the contractor can return in the fall of 2021 to finish any dredging that is unable to safely be completed prior to this 12/31 deadline.*
 - a) Response: Work must be completed by December 31, 2020. No option to return and complete dredging work that remains will be allowed within this contract. See minimum project threshold quantity contained below within changes to bid documents.
 6. *When are permits expected to be received by the Town?*
 - a) Response: Permits are anticipated to be received by time of award.
 7. *If the project is awarded but without sufficient / realistic time to complete by December 31, 2020, will we be required to demobilize and re-mobilize when the window re-opens?*
 - a) Response: See response to question 5.
 8. *Spec. requires that Contractor provide Town a minimum of 5 business days excluding transmittal time for review. Although the bid documents state that award will be made prior to December 7th, taking 5 business days cuts into an already tight if not unrealistic timeframe for completion by December 31st.*
 - a) Response: Understanding time is of the essence the Town will review and provide responses of all documents with 48 hours of receipt.
 9. *Post Award Meeting/Pre-construction meeting – what is the schedule for that taken place (how quickly) after actual award?*
 - a) Response: The post award/pre-construction meeting will occur as soon as practical for required individuals to find an amiable time (within 48 hours). Meeting to occur at Low Tide.

10. *The “Example Conditions for USACE Permit” included in the bid documents, specifically 6d., 8 and 9 require notifications prior to start of work. Specifically,*

- 6d requires a you or your representative must submit a Dredge and Disposal Request Form at least 10 working days before dredging or disposal is expected to begin or resume. Will this be done prior to the award?

- 8 requires that a Work Start Notification Form at least two weeks before the anticipated starting date. Will this be done prior to award?

- 9 requires that disposal operations must not begin or resume until you submit the Disposal Request Form and the Corps issues an Open-Water Disposal Approval Letter that provides a specified set of coordinates for dredged material release within the disposal site. We have found that receipt of this letter can take up to 2 weeks, so the form referenced in 6d needs to be expedited.

a) Response:

6d: The Dredge and Disposal Request Form will be filed prior to Award.

8: The Work Start Notification will be filed prior to Award.

9: The Dredge and Disposal Request Form will be filed prior to award and requested to be expedited.

11. *We have not seen any requirements for turbidity control and/or monitoring – please confirm that there are no requirements thereof.*

a) Response: Combined permit for Chapter 91 Dredging Permit number 14480 and 401 Water Quality Certification number X273091 special combined permit conditions 11 and 12 indicate required turbidity controls and monitoring requirements.

12. *The contract documents allow for division of the scope and multiple contract awards. Based on the footprint of the work area, it is our opinion that having multiple dredging contractors working at the same time on the project will not be possible. Please confirm that the town intends on issuing this as a single award contract.*

a) Response: The Town intends on issued a single award contract for dredging during the 2020 dredging TOY window.

SPECIFICATION CHANGES:

Amend Specification Section 00 80 00 Special Conditions – Commencement and Completion as follows.

b. It is specifically understood that "Completion" as used herein shall mean full and entire completion including, without limitation, all incidentals. ~~Substantial performance is not completion within the meaning of the contract.~~ Substantial performance of 30,000 CY shall be considered minimum threshold for completion within the meaning of the contract.

Amend Specification Section 01 20 00 Item 1 – Mobilization as follows.

A. Mobilization shall be measured by the Contract Price LUMP SUM and shall be measured once only for the entire Contract. Lump sum shall not exceed ~~50%~~ 15% of total Base Bid price.

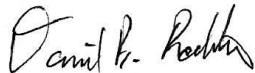
All other terms and conditions remain unchanged.

The Bid Date and Time are not extended.

The period for questions has closed. Thank you for your interest and thoughtful consideration of this project. If you have any questions, please feel free to contact me at (781) 721-4017.

Sincerely,

GEI CONSULTANTS, INC.



Daniel Robbins, P.E. (NH)
Senior Project Manager

Enclosure

DBR

Additional Contract Documents Available Upon Request:

9.1.1 Notice to Bidders.

9.1.2 Information for Bidders

9.1.11 Specifications

9.1.12 Drawings numbered SHEETS 1 of 5 through 5 of 5, inclusive.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 3, 2020

III

ADJOURNMENT

REQUESTED BY:	Chair
DESIRED ACTION:	Adjournment
PROPOSED MOTION:	I move to adjourn.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____