

ADDENDUM NO. 2

PINE STREET ATHLETICS FIELD

MANCHESTER-BY-THE-SEA, MA

January 11, 2023

NOTICE TO BIDDERS

The attention of all bidders submitting proposals for “Pine Street Athletics Fields” is called to the following Addenda to the specifications and plans. The items set forth herein, whether of omission, addition or substitution are to be included in, and form part of the specifications and plans of the above-named project for bids to be received as advertised.

PLEASE BE SURE TO ACKNOWLEDGE THIS ADDENDUM ON BID PRICING PAGE

The following clarifications, modifications, deletions, and additions are hereby incorporated into and become part of the Contract Documents. Contractors shall acknowledge receipt of this addendum with their bid submission.

CONTRACTOR SHALL NOTE

Due to not having sufficient quorum to gain Planning Board Approval at the Planning Board meetings on December 12, 2022, and January 9, 2023, contract award will be incumbent upon approval by the planning board at their February 13, 2023 meeting. Per the draft Planning Board approval, there are no impacts associated with the contract work that are not already documented in the contract documents. It is the Town's intention to have contracts prepared prior to Planning Board approval so they can be executed promptly after the February 13, 2023 meeting. Therefore, bids shall be valid until February 17, 2023, or as otherwise indicated in the contract documents, whichever is longer shall govern.

WRITTEN CHANGES AND CLARIFICATIONS TO SPECIFICATIONS

1. **Delete:** Specification 00 41 13 Form of General Bid.
Add: Specification 00 41 13 Form of General Bid per attachment.
2. **Delete:** Specification 00 31 43 Permits Order of Conditions.
Add: Specification 00 31 43 Permits Order of Conditions per attachment.

QUESTIONS AND CLARIFICATIONS

Question 1: Please clarify unit prices as part of the base bid. What is the quantity included in the base bid? Are we to include the value of unit price items 3A and 3B in our Base Bid proposal? Or are they just if needed?

Response: The extended cost of unit prices (unit prices x the estimated quantity) shall be considered in the evaluation of the awarding of the base bid contract and are to be included in the total base bid cost.

Question 2: Do contractors and team members have to be OSHA 40 HAZWOPER certified?

Response: For clarification, as a closed Massachusetts Contingency Plan (MCP) listed property, the staff performing excavation work into the cover material shall conservatively be OSHA 40 HAZWOPER-certified. The health and safety of the Contractor and their staff is the sole responsibility of the Contractor per Section 01 35 29, Health and Safety Plan.

Question 3: Is the town willing to share the CAD files?

Response: CAD files will be shared with the winning contractor once the project is awarded.

Question 4: Is the contractor responsible for watering the sod and for how long? How many mowing/waterings is expected by the contractor if the field will be turned over to the town once the sod is rooted in?

Response: Contractor shall be responsible for ensuring the installation, establishment, and maintenance of the sod as necessary and in compliance with the specifications until the time that the town has accepted and receives ownership of the field. Per specification Section 32 92 23 - Sodding, Part 3-Execution, Section 3.05-Maintenance:

The Contractor shall maintain and protect sodded areas, as necessary to ensure dense healthy growth, until completion of the guarantee period and final acceptance of the project or for 60 days, whichever is longer. If lawns are planted in late summer or during the fall, maintenance shall continue through the following spring for at least 30 days. Maintenance shall include regular watering as specified, liming, fertilizing, control of weeds, insect pests and fungal pathogens, and regular mowing and aeration as needed. Defective work shall be corrected as soon as possible after it becomes apparent and weather and season permit.

Minimally the contractor shall assume establishment period per the above noted specification section unless accepted by the town prior to the completion of the guarantee period.

Question 5: What is the environmental barrier made of? Is it orange? Will it be obvious?

Response: The Permanent Solution with Conditions Statement issued for Release Tracking Number (RTN) 3-27520 notes that the geotextile demarcation layer is orange.

Question 6: Are there restrictions to the start date of the project?

Response: There are no start date restrictions. Site work can begin in the winter but the project should ultimately be done by June 30, 2023.

Question 7: Please describe the irrigation system.

Response: For clarification, The 2-inch dia. PVC irrigation pipe and hand hole boxes will be placed atop of the existing geotextile barrier at approximately 12-inch minimum depth. Pipe and hand holes shall be set on 2" pea stone and surrounded by compacted gravel borrow and new loam topsoil to be flush with the top of the hand hole. Four (4) total quick coupler hose connection valves are to be installed within the hand holes. The contractor is responsible for making the irrigation system connection to the service line (see SK-01). The town will provide the water service, meter pit, meter and back flow prevent and stub out at the water meter manhole. The water line will be blown out seasonally by the town.

Please note, water service is not guaranteed to be operational at the time of the installation of the irrigation system and or the installation of the sod. The contractor is responsible for providing alternative water solutions if necessary to ensure the proper installation and establishment of the sod per the specification requirements.

Question 8: Is police detail required daily? Will the town pay for the police detail if required for the project?

Response: While no police detail is a requirement of this project for everyday work, the contractor shall insure the safety of their staff, subcontractors, and the general public specifically related to construction operations into and out of the site. Should the contractor feel it necessary to provide additional safety measures, such as a police detail, it shall be paid for by the contractor at no expense to the owner.

Question 9: Once the field is accepted, is the contractor going to be released from any further maintenance requirements? Please describe the 1-year warranty. When does the Town intend to start using the field?

Response: Once the town takes ownership of the field, the contractor will be release of further establishment and maintenance requirements.

Question 10: Is the existing geotextile barrier located just within the AUL?

Response: The soil cover area including the geotextile demarcation layer is within the AUL area only. The limits of the soil cover and geotextile demarcation layer are depicted in the AUL drawing "Sketch Plan" included as part of the Contract Documents specification 01 14 00 Special Provisions AUL.

Question 11: For alternate #1 is someone else providing the point of connect/water service, backflow and meter? If not, please provide details and specs.

Response: As described in the response to question no. 7 above, the town under a separate contract, will install a water meter manhole. The town will also install water service from the water main to the water meter manhole, water meter back flow preventer, and quick coupler. The final location will be coordinated with the contractor. The contractor will install the sleeves under the walkway, install 2" PVC water line from the water meter manhole at the quick coupler (including coring manhole) to the valve box.

Question 12: Are we to assume the top 6" of topsoil and vegetation is "clean" and unrestricted?

Response: The cover material is reported to be clean imported material and shall be re-used on-property to the greatest extent possible and geotechnically suitable locations such as but not necessarily limited to landscape areas. . For surplus soil that cannot be re-used on-property,

the contractor shall perform disposal characterization sampling per specification section 02 61 00.16 - HANDLING, TRANSPORTATION, REUSE AND OFF-SITE DISPOSAL OF SURPLUS EXCAVATED MATERIAL. Soil recycling or disposal shall then be performed under the definitions of Group A and Group B-1 listed in specification section 02 61 00.16 - HANDLING, TRANSPORTATION, REUSE AND OFF-SITE DISPOSAL OF SURPLUS EXCAVATED MATERIAL.

Question 13: Can the existing topsoil be used as common borrow? In the loam and seed areas is it acceptable to use topsoil stripped from the field and parking lot areas? If there is an excess of topsoil from the stripped areas can the loam thickness in these areas be greater than 6" in lieu of importing common fill?

Response: No, the Contractor may not use existing topsoil as common borrow. With the approval of the Engineer, topsoil may be re-used beyond the limits of the athletic field and parking lot as common fill material.

Question 14: Please clarify the type of granite curb you want us to install? Detail shows 6" x 20" and specs say type VB (5" x 15-17") or is it to be type VA-4?

Response: For clarification, the granite curb shall be type VA-4.

Question 15: Are we to connect the series of (3) regular 4ft ID Catch Basins with 12" hdpe pipes to an existing drainage pipe/system? Please clarify.

Response: For clarification, as shown on the L140-Grading and Utility Plan, two (2) proposed catch basins within the entry / exit driveway will be connected to the location of the one (1) existing catch basin that is to be replaced within the right-of-way at Pine St.

Question 16: Please cross reference the chain link fence specs and details. They do not seem to match. I assume 2" line posts; 3" end/corner/gate posts; and 1 5/8" top and bottom rails are acceptable for the 4ft and 6ft CLF.

Response: For clarification, both the base bid 4-ft. ht. and add alternate no. 2 6-ft. ht. BVCL fence and gates shall be comprised of 2-inch dia (2.375 -inch O.D.) corner and line posts. End and gate posts shall be 3-inch (3.5-inch O.D.) O.D. dia. min. Top and bottom rails shall be 1/4-inch (1.675-inch O.D.).

Question 17: Please confirm you want 2" x 6 gauge CLF fabric.

Response: Confirmed, the contractor shall use 2-inch x 6-gauge black vinyl chain link fabric.

Question 18: Please confirm that you want us to use Band-It ties for the CLF in lieu of standard fence ties.

Response: Confirmed, the contractor shall use Band-It ties for the black vinyl chain link fence.

Question 19: Are the erosion controls to be Silt Fence, Straw Wattles, or both?

Response: Contractor is advised to install both the silt fence and straw wattles at the locations represented on sheet L110-Site Preparation Plan.

Please note, the contractor is advised to review and understand all of the Order of Conditions required by the Manchester-of – See Conservation Commissions.

Question 20: What is the organic content required for the Root Zone Mix (RZM)?

Response: For clarification, the rootzone mix is expected to be approximately a uniform blend of 65% sand, 25% loam, 10% organics/peat. The sand shall meet the requirements of ASTM F2396-11 (2019), Section 5.5.1 Sand Type-Quartz, Section 5.5.3-Sand Shape per specification section 32 91 13.19 – Root Zone Mix, Part 2.01 – Root Zone Mix, Item B.

Question 21: Please confirm the intent of the typical section for the athletic field – Detail 6 on L502. In reviewing the grading plan, it appears that there will be earth material (common fill, gravel etc.) necessary to achieve a subgrade for the 6" thick layer of RZM. This is inferred in Spec section 32 91 13.19 Paragraph 3.02. We assume that existing topsoil will be stripped and that whatever amount of fill is needed to meet the RZM subgrade is the contractor's responsibility. The Detail infers this fill layer may be +/-3" however it appears to be thicker based on the grading plan. Please confirm.

Response: Contractor will be required to meet subgrade elevations with import of approved common gravel borrow within the limits of the athletic field / root zone mix area. It is the towns and the engineers understanding of the historic project records that the demarcation barrier is approximately 12-inches below the existing finish grade elevations within the limits of the AUL as illustrated on the plans and referenced within the specifications. Additional fill may be required to meet the proposed subgrades throughout the field area.

Question 22: Do you have a list of prospective bidders for this project?

Response: Prospective list of bidders is provided per attachment

ATTACHMENTS

- Specification 00 41 13 Form of General Bid
- Prospective Bidders List
- SK-01 Updates to Irrigation System
- 156-160 Pine Street Standard and Special Conditions Order of Conditions

END OF ADDENDUM NO. 2

SECTION 00 41 13

FORM OF GENERAL BID

Proposal of _____ (hereinafter called "Bidder")*

☐ a corporation, organized and existing under the laws of the State of _____

☐ a partnership

☐ a joint venture

☐ a limited liability company

☐ an individual doing business as _____

*Check corporation, partnership, joint venture, LLC or individual as applicable.

To the Town of Manchester-by-the-Sea (hereinafter called "Owner").

Gentlemen:

The undersigned Bidder, in compliance with your invitation for bids for construction of **Pine Street Athletic Field**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to construct the project in accordance with the contract documents, within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees that if selected as the Contractor it will commence work under this contract on or before the date fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to substantially complete the project 90 days and fully complete the project after 120 days by June 30, 2023. The Bidder further agrees to pay as liquidated damages the sum of \$1,000.00 for each consecutive calendar day thereafter during which the work has not been

fully completed, as provided in the “Liquidated Damages” provisions of Section 00 73 00, SUPPLEMENTARY CONDITIONS.

Bidder acknowledges receipt of the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

The Bidder agrees to perform the work described in the specifications and shown on the plans for the following lump sum or unit prices and the subdivision of the proposed contract price is as follows:

Item No.	Estimated Quantity*	Brief Description Unit Price Bid in Both Words and Figures	Total in Figures
1	1 LS	Pine Street Athletic Field Construction, complete, per lump sum	\$ _____
2A	400 tons	Removal and Disposal of Group A Surplus Excavated Material, per ton	\$ _____
		_____ (dollars)	
		and _____	
		_____ (cents)	
		(\$ _____)	
2B	400 tons	Removal and Disposal of Group B-1 Surplus Excavated Material, per ton	\$ _____
		_____ (dollars)	
		and _____	
		_____ (cents)	
		(\$ _____)	

Item 2A: REMOVAL AND DISPOSAL OF GROUP A SURPLUS EXCAVATED MATERIAL:

- A. The Contractor shall provide a unit price for removal, testing, transport, and disposal/recycling of Group A surplus excavated material in accordance with and as defined in Specification Section 02 61 00.16, HANDLING, TRANSPORTATION, REUSE AND OFF-SITE DISPOSAL OF SURPLUS EXCAVATED MATERIAL. Payment will be made per ton on the basis of certified weight slips.
- B. This unit price constitutes full compensation to provide removal of Group A Surplus Excavated Material, complete, as described in and required by the Contract Documents including, but not limited to; furnishing all labor, material, tools, and equipment required to excavate, stockpile, handle, test, load and legally haul, by licensed common carrier, and disposal/recycling excavated surplus excavated material and replace with clean, select backfill. Contract price shall also include moving and storing materials on-site. The work shall include disposal/recycling at a licensed facility.

Item 2B: REMOVAL AND DISPOSAL OF GROUP B-1 SURPLUS EXCAVATED MATERIAL:

- A. The Contractor shall provide a unit price for removal, testing, transport, and disposal/recycling of Group B-1 surplus excavated material in accordance with and as defined in Specification Section 02 61 00.16, HANDLING, TRANSPORTATION, REUSE AND OFF-SITE DISPOSAL OF SURPLUS EXCAVATED MATERIAL. Payment will be made per ton on the basis of certified weight slips.
- B. This unit price constitutes full compensation to provide removal of Group B-1 Surplus Excavated Material, complete, as described in and required by the Contract Documents including, but not limited to; furnishing all labor, material, tools, and equipment required to excavate, stockpile, handle, test, load and legally

haul, by licensed common carrier, and disposal/recycling excavated surplus excavated material and replace with clean, select backfill. Contract price shall also include moving and storing materials on-site. The work shall include disposal/recycling at a licensed facility.

TOTAL OF BASE BID

The proposed contract price for all Items 1 through 2A and 2B inclusive is:

_____Dollars
and _____Cents (\$_____).

The BASE PROPOSAL prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, bond premiums, engineering costs, etc., to cover the finished work of the several kinds called for.

If awarded, the Bidder agrees to perform the work described under ADD ALTERNATES No. 1 and/or ADD ALTERNATE No. 2 in the specifications and shown on the plans for the following lump sum prices:

Item 3. ADD ALTERNATE No. 1: Under Add Alternate No. 1 the contractor shall provide and install four valve boxes, four quick couplers, and 565 linear feet of 2-inch PVC piping as indicated on the plans and as specified. Bidder agrees to perform all work described in the specifications and shown on the plans for the sum of: _____Dollars and Cents (\$_____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Item 4. ADD ALTERNATE No. 2: Under Add Alternate No. 2 the contractor shall construct a 6-foot height perimeter black vinyl chain link fence, in lieu of the 4-foot high black vinyl chain link fence, as indicated on the plans and specified. Bidder agrees to perform all work described

in the specifications and shown on the plans for the sum of:
Dollars and Cents (\$_____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

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

The contract will be awarded to the lowest responsible and eligible bidder. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal agreement attached in Section 00 52 00 AGREEMENT and provide the requisite payment and performance bonds and certificates of insurance.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00 21 13 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract prices in accordance with Section 00 61 13.13 PERFORMANCE BOND, Section 00 61 13.16 PAYMENT BOND, and as stipulated in Section 00 72 00, GENERAL CONDITIONS of these specifications.

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

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

(Attach supplementary list if necessary)

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

Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name	Telephone No.
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a.

b.

c.

d.

e.

f.

Pursuant to M.G.L. CH. 62C, Sec 49A, the undersigned Bidder certifies under the penalties of perjury that it is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned Bidder hereby certifies it will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of this Contract, including compliance with the Disadvantaged Business Enterprise as required under these contract provisions. The contractor receiving the award of the contract shall be required to obtain from each of its subcontractors a copy of the certification by said subcontractor, regardless of tier, that it will comply with the minority workforce ratio and specific affirmative action steps contained in these EEO/AA contract provisions prior to the award of such subcontract.

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

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

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

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, Section 25C (10) of Chapter 152 (workers' compensation) or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder

Respectfully submitted:

Date _____

By _____
(Signature)

(Name - Typed or Printed)

(Title)

(SEAL - if bid is by a corporation)

(Business Name)

(Federal ID Number)

(Business Address)

(City and State)

(Telephone Number)

BID LIST

Pre Bid Meeting: 1/4/2023

Name	Company	Email	Phone	Attended Pre Bid Mee
Rich Campbell	RAE Contracting, LLC	rich@raecontracting.com	978-946-9293	
Mark J. Masella	Quirk Construction Corporation	mark@quirkcorp.com	978-352-4666	
Erin Wilburn, Mark Heimlich	Heimlich Landscaping & Construction Corp.	heimlichlanscape@gmail.com	(781) 938-8988	Yes
Benjamin Hanley	Hanley's Landscaping	benjamin@hanleyslandscaping.com		Yes
Bill Peach, Jack Enos	T Ford Company Inc.	jack@tford.com	(978) 352-1454	Yes
Amanda Santaniello	Mountain View Landscapes	amandas@mountainviewinc.com	413-537-5338	
Sheran Elliott	J.J. Phelan & Son Co., Inc.	selliott@jjphelan.com	(978) 851-5850	
Christine Conway	<i>C.M. Conway Construction, Inc.</i>	ccmconway@aol.com	781.334.2368	
Tim Feliciano	SumCo Eco Contracting	jgawry@sumcoeco.com	978) 744-1515	
John Granese	N. Granese & Sons, Inc.	info@ngranese.com	<u>(781) 592-8121</u>	
Daniel Mayer	Mayer Tree	dan@mayer-tree.com	978-423-7345	Yes
John Belko	Belko Landscaping	info@belkolandscaping.com	603-458-1421	Yes
Johnathan Gawrys, Josh Dellesander	SumCo Eco Contracting	jgawry@sumcoeco.com	estimating@sumcoeco.com	Yes
John Cataldo	MJ Cataldo landscape and construction	j.cataldo@mj-cataldo.com	978-501-6831	Yes
Candace Medeiros	Woodall Construction	woodallconstructionco@gmail.com	781-603-7058	Yes
Amanda D. Loggia	R.A.D. Sports	adl@radsports.com	781-871-4400	
Jonata Coradini	Universal Fences	universalfences@gmail.com	508-371-7390	

Manchester Conservation Commission

156-160 Pine Street Standard and Special Conditions

Order of Conditions (DEP File #039-0875)

De minimis changes approved at 12/6/22 public meeting (in bold)

Massachusetts Wetlands Protection Act M.G.L. C. 131 §40 and the Manchester General Wetlands By-Law

DEP File:	#39-0875
Applicant/Owner:	Cheryl Marshall, Town of Manchester Department of Parks & Recreation
Project Location:	156-160 Pine Street (Registered Land) Map: 32 Lots: 57, 59, 59
Project Description:	Construction of a new athletic field within the 100-foot, and 50-foot No Build Zone Buffers to Bordering Vegetated Wetland
Summary of Permitted Activities:	<ul style="list-style-type: none">• Implementation of a natural grass multi-purpose athletic field on Town-owned land. [MassDEP issued an Activity and Use Limitation (AUL) on the site in 2016]• Removal of existing vegetative cover to a depth of no more than twelve (12) inches as shown of the Approved Plan to accommodate proposed field & parking• Construction of a paved and striped parking lot and access drive• Installation of a four (4) foot high black vinyl chain link fence surrounding the field, parking lot and access drive• Addition of clean fill and grading as shown on the Approved Plans• Select tree removal as shown on Approved Plans• Revegetation of disturbed soils within the 100-foot Buffer and 50-foot No Build Zone Buffer as listed and shown on Approved Plan sheet L150• Temporary construction access & fencing• Six (6) minor changes as described in the letter dated 11/22/22 from Melissa Green, Weston & Sampson; and as shown on the revised Approved Plan set dated 11/22/22
Approved Plans and Documents	<ul style="list-style-type: none">• “Permitting Set: Pine Street Athletic Field, 75% Design Development”; prepared for the Town of Manchester-by-the-Sea by Weston & Sampson Design Studio; dated 6/30/22; signed and stamped by Brandon McKunkel; scale 1” = 20’; 9 Sheets (L100, L110, L120, L130, L140, L150, L500-L502).• “Appendix E: Applicable Technical Specifications & Construction Protocols (all sections)”, Notice of Intent application; prepared for the Town of Manchester-by-the-Sea by Weston & Sampson Design Studio, 2022.• “Permitting Set: Pine Street Athletic Field, 100% Construction Documents”; prepared for the Town of Manchester-by-the-Sea by Weston & Sampson Design Studio; dated 11/22/22; signed and stamped by Brandon McKunkel, RLA; scale 1” = 20’; 9 Sheets (L100, L110, L120, L130, L140, L150, L500-L502).• Document: Cover Letter from Melissa Green, W&S, to Conservation Commission, re: New Athletic Field – Minor Revision Updates; dated 11/22/22. (Exhibit 1)• Document: Email from Melissa Green, W&S, to Chris Bertoni, re: Pine Street Athletic Fields – de minimis changes; dated 11/29/22, page 1. (Exhibit 2)

De Minimis Finding: In addition to the Findings below, the Manchester Conservation Commission (MCC) agrees that the requested changes listed above are minor in nature and do not change the intent of the project and are therefore approved as requested. All existing Conditions in the Order remain in place. MCC requires one (1) additional special condition to be added to this Order: The Applicant shall file an Alternative Analysis that includes an analysis of options of water application to the natural turf field (i.e. drip methods for large areas, frequency of water application, feasibility study of options for watering, irrigation-type flooding, others) that could help reduce water use and loss compared to the use of sprinkler heads.

Findings

1. The Manchester Conservation Commission (MCC) finds that the site on which the work is proposed contains resource areas subject to the Massachusetts Wetlands Protection Act, M.G.L. c. 131, sec. 40 (the Act) and its Regulations, 310 CMR 10.00 and the Manchester General Wetlands By-Law which are significant to the protection of interests identified in the Act and the By-Law, specifically:

- a. Bordering Vegetated Wetlands (BVW) and its Buffer Zone
- b. 50-foot No Build Zone as protected under the By-Law
- c. NO WORK is proposed in the 30-foot No Disturb Zone as protected under the By-law

The project is not known to be within or adjacent to Estimated Habitat of rare or endangered species.

2. The wetland depictions appearing on the Approved Plan(s) is confirmed for this project only and shall be reconfirmed and/or re-delineated for subsequent filings.
3. The project as permitted allows the proposed project alteration within the 100-foot Buffer to BVW.
4. The project as permitted allows the proposed project alteration within the 50-foot No Build Zone Buffer to BVW.
5. The MCC finds that the BVW and its Buffer Zone are significant to the protection of the following interests as defined in the Act and its Regulations and the Manchester General Wetlands By-Law:
 - a. Groundwater supply
 - b. Public Water Supply
 - c. Private Water Supply
 - d. Flood control
 - e. Storm Damage Prevention
 - f. Prevention of Pollution
 - g. Fisheries
 - h. Protection of Wildlife Habitat

Specific Findings under the Manchester General Wetlands By-Law and its regulations

1. In addition to those interests protected under the Act and its Regulations, the MCC finds that the resource areas and their buffer zones are significant to the protection of the following interests:
 - a. Water quality
 - b. Erosion and sedimentation control
2. The MCC grants a waiver as shown on the Approved Plans for the following:
 - a. Installation of a natural grass multi-purpose athletic field, including clean fill and grading within the 50-foot No Build Zone; and

- b. Installation of portion of an impervious parking area within 50-foot No Build Zone;

The MCC grants the waiver under the by-law for the following reasons:

- a. The applicant has satisfied the requirement of demonstrating, by clear and convincing evidence as set forth in the Alternatives Analysis, that there is no Practicable Alternative to the proposed activity which would have a materially less Significant Immediate or Cumulative Adverse Impact to the Resource Area in the No Disturb Zone. The applicant has also satisfied the requirement of demonstrating, by a preponderance of credible evidence as set forth in the Alternatives Analysis, that there is no Practicable Alternative to the proposed activity which would have a materially less Significant Immediate or Cumulative Adverse Impact to the Resource Area in the No Build Zone.
- b. The project, on the whole, enhances the recreational opportunities of the community
- c. The project will include plantings comprised of native plants the proposed disturbed areas.
- d. No work will be done in the 30-foot No Disturb Zone to BVW.

General and Special Conditions

A. General Conditions

1. The term "Applicant" as used in this Order of Conditions shall refer to the owner, any successor in interest or successor in control of the property referenced in the Notice of Intent, supporting documents and this Order of Conditions. The MCC shall be notified in writing within 30 days of all transfers of title of any portion of property that take place prior to the issuance of the Certificate of Compliance.
2. With respect to all conditions the MCC designates the Conservation Administrator as its agent with full powers to act on its behalf in administering and enforcing this Order.
3. This document shall be included by reference in all contracts, plans and specifications dealing with the activity that is the subject of this Order, and that are created or modified after the issuance date of this Order, along with a statement that this Order shall supersede any conflicting contractual arrangements, plans or specifications.
4. It is the responsibility of the applicant to complete any review required by all agencies with jurisdiction over the activity that is the subject of this Order, and to procure all required permits or approvals. These reviews, permits and approvals may include but are not limited to the following:
 - a. Review by the U.S. Army Corps of Engineers for any Category 2 or Individual Permit Activity, and procurement of any permits or approvals identified by the Corps.
 - b. Review by the DEP and procurement of any permits or approvals identified by the DEP.
 - c. Review by the Massachusetts Natural Heritage and Endangered Species Program for any projects within estimated and/or priority habitat and any permits or approvals identified by the Program.
 - d. Review by local Planning Boards, Boards of Health, Zoning Boards, and Building Inspectors, and procurement of any permits or approvals required by these boards or agencies.
5. The MCC shall be informed of all changes that may be made to the Plan(s) of Record by any other Board, Commission or Authority or as a result of changes by the Applicant. All changes shall require additional approvals from the MCC.
6. The MCC reserves the right to impose additional conditions on this project, including but not limited to, additional or modified erosion/siltation controls during the project, if it deems that site conditions warrant such measures to mitigate potential impacts.
7. Members and agents of the MCC shall have the right to enter and inspect the property to evaluate compliance

with this Order, the Wetlands Protection Act, Wetlands Protection Bylaw, and to require submittal of any data deemed necessary by the MCC for that evaluation.

8. The site engineer or contractor shall have a copy of this Order of Conditions and the final approved plans at the site and available for inspection during all phases of construction. It is the applicants' responsibility to provide the contractors with a set of the approved documents, plans, and this Order, and to ensure that the contractors are aware of the Order's provisions, and that they follow them. If the conditions of the Order are not clear, the MCC or its Administrator shall be asked to clarify them.
9. **Any change in the plans approved under this Order, including those due to review by other boards or resulting from the aforementioned conditions, must be submitted to the MCC in writing for approval prior to implementation.** The MCC will then decide whether the change is substantial enough to require a new Notice of Intent filing or a request for an amendment to this Order of Conditions. Any errors found in the plans or information submitted by the applicant shall be considered as changes.
10. If any changes are made in the above-described plan(s) which may or will alter an area subject to protection under the Wetlands Protection Act, 310 CMR 10.00 or the Manchester Wetlands By-Law, the applicant shall inquire from the MCC or its Administrator, prior to implementing the change in the field, whether the change is significant enough to require the filing of a new Notice of Intent. Any errors in the plans or information submitted by the applicant shall be considered changes and the above procedures shall be followed.

B. Pre-Construction Requirements

11. This Order shall be recorded at the Registry of Deeds in its entirety. The form provided at the end of WPA Form 5 shall be completed and stamped at the Registry of Deeds after the expiration of the 10-day appeal period and within 30 days of the issuance if no request for appeal has been filed with the Department of Environmental Protection. This form shall be returned to the MCC within 21 days of recording **and prior to commencement of any activities subject to the Order of Conditions.**
12. Prior to the commencement of work:
 - a) Erosion controls (filter sock) shall be installed per the Approved Plan. The filter sock shall consist of biodegradable materials only.
 - b) The applicant or owner shall provide the name, address, and phone number of a contact person responsible for compliance with this Order.
 - c) Trees to be removed, as noted on the Approved Plans shall be marked in the field (tape) for review by the Conservation Administrator.
 - h) The Applicant or his designee shall install a sign no less than 2 square feet or more than 3 square feet, visible from the street reading "**MA DEP File #39-0875**", and not placed on a living tree.
13. Once all of the above pre-construction requirements stated in Conditions #11 and #12 have been fulfilled, the Conservation Administrator shall be contacted at least 48 hours prior to the start of work in order to schedule a pre-construction meeting at the site. The Administrator may be contacted by email at: bertonic@manchester.ma.us or by phone at [978-526-4397](tel:978-526-4397).

C. Special Conditions

14. During Construction, conditions set forth in Appendix E of the NOI shall be implemented.
15. A copy of the Order shall be included in all bid documents.
16. Any tree removal shall be consistent with the Manchester Town Tree Policy.
17. Contractor or Manchester DPW shall confirm the integrity of the cap material during & after grubbing existing vegetation. Results shall be shared with the Conservation Administrator
18. Mitigation/slope-stabilizing plantings, including the native wetland seed mixture, shall be monitored for two growing seasons to guarantee at least an 85% survivorship. Issuance of a final Certificate of Compliance shall

occur only after this condition has been met. Plant monitoring reports shall be submitted after the first growing season and again after the second growing season.

19. In case of a major storm event, the site shall be secured beforehand in such a way to protect the resource, including covering of any stockpiles of soil; installation of erosion control mats over areas of exposed soil; and removal of any debris, equipment, materials, etc. that could potentially enter the resource. Particular attention shall be given to any erosional issues that occur on the newly graded fill slope.
20. Any surface erosion on the fill bank shall be immediately addressed and reported to the Conservation Administrator. At a minimum, the Applicant shall seek a *de minimis* change from the Conservation Commission if alternate slope stabilization is needed.
21. From the AUL, (iii) *If the geotextile fabric and overlaying soil cover is disturbed or removed as part of future construction or utility work, it should be replaced/restored within one month of cessation of active construction activities with similar materials, including placement of a "marker layer" (e.g. geotextile fabric) and a minimum of one foot thick soil cover on top of this marker layer.* This condition shall survive the expiration of this Order and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.
22. These conditions shall survive in perpetuity beyond the issuance of a Certificate of Compliance: 21.

D. Project Period

23. The erosion control devices shall function throughout the project to prevent erosion and sedimentation. They shall be inspected and maintained routinely by the applicant or his contractor throughout the duration of the project and after every storm event of 1/2 inch of precipitation or more. Breaks in the line shall be immediately repaired to prevent siltation into the wetlands. Additional erosion controls shall be available on site for such repairs.
24. If soils are to be disturbed for longer than two months, a temporary cover of rye or other grass (conservation mix) shall be established to prevent erosion. Once final grading is completed, loaming and seeding of each area shall be completed promptly. Vegetative cover, either temporary or permanent, shall be established prior to winter. If the season is not appropriate for plant growth, exposed soils shall be stabilized with jute netting, staked mulches, or other U. S. Natural Resource Conservation Service methods.
25. The limit of work shall be the erosion control devices beyond which no work may occur. The MCC reserves the right to require additional erosion controls and storm damage prevention measures at any time if it deems necessary.
26. The contractor or responsible party shall have an appropriately sized spill containment kit on site whenever vehicles or mechanized equipment is operating or present. The kit shall be sized to accommodate the total volume of fluids in the largest piece of equipment present. Appropriately trained personnel shall also be present and have access to this material. The contractor or responsible party shall be required to have additional absorbent materials (pads) and additional length of boom on site.
27. Equipment fuel storage and refueling and lubrication operations shall be situated least 100 feet from any wetland resource area.
28. Heavy equipment shall be stored in an upland area at least 100 feet from any wetland resource area when not in use or overnight.
29. Absolutely no washing of trucks or other equipment shall take place within 100 feet of the resource areas.
30. Only clean fill may be used in connection with this project. Any fill used in connection with this project shall not contain trash, refuse, rubbish, or debris, including but not limited to lumber, brick, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the forgoing.
31. Any excavated materials resulting from the work shall be moved outside the 100-foot buffer zone at the end of each day.

32. Stockpiled earth and other materials or debris shall be located outside of the 100-foot buffer zone of the resource areas(s).
33. All stumps, brush, and debris shall be removed from the site, including existing and construction debris. This material shall be disposed of promptly and properly at an off-site facility licensed to receive the material. Records as to the destination of all materials including stumps, brush, and excess fill shall be kept and supplied to the Commission if requested.
34. Any refuse material generated through the project construction will be removed to an approved landfill, and in no case will these materials be allowed to be buried or disposed of on site or on abutting property.
REMOVAL MUST BE DONE WEEKLY DURING THE CONSTRUCTION PHASE OF THE PROJECT.
REFUSE MUST NOT BE ALLOWED TO ENTER ANY WETLAND AREAS.
35. No blasting shall be permitted under this Order of Conditions. If it is discovered during the course of work that blasting will be necessary, the applicant shall file for an Amended Order of Conditions with plans and evidence describing the blasting activities.
36. If weather conditions cause the terrain to be excessively soft, the MCC may halt work until dry conditions permit work to continue without excessive churning of the soil.

E. Post Project

37. After the completion of construction, the applicant shall submit the following to the MCC:
 - a. A completed Request for a Certificate of Compliance – WPA form 8A.
 - b. A letter from a Registered Professional Engineer certifying compliance of the project with this Order of Conditions and detailing any deviations that exist and their potential effect on the project. A statement that the work is in “substantial compliance” with no detailing of the deviations **shall not be accepted**.
 - c. An “As-Built” plans stamped and signed by a Registered Professional Engineer or Land Surveyor showing post-construction conditions. This plan shall note any deviations from the Approved Plans and include at a minimum:
 1. All wetland resource area boundaries with associated buffer zones and regulatory setback areas taken from the plan(s) approved in this Order of Conditions;
 2. Locations and elevations of all stormwater management conveyances, structures and best management designs, including foundation drains, constructed under this Order within any wetland resource area or buffer zone;
 3. Distances from any structures constructed under this Order to wetland resource areas - “structures” include, but are not limited to, all buildings, septic system components, wells, utility lines, fences, retaining walls, and roads/driveways; and
 4. Wetland resource replication areas constructed under this order.
 - d. Post construction photographs demonstrating compliance with this Order, including established vegetation where required.

F. Perpetual Conditions – The following conditions shall run with the land and be binding in perpetuity on all successors in title and assigns of the applicant; they are ongoing and do not end upon completion of this project or the issuance of a Certificate of Compliance; they shall be the responsibility of the owner of record of this property.

38. Additional Alteration Prohibited: There shall be no additional alterations of the jurisdictional buffers and resource areas without the express permission from the MCC through a Request of Determination of Applicability or a Notice of Intent application. This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

39. The 30-foot No Disturb Zone shall be allowed to grow naturally and shall not be mowed or altered in any way without express permission from the MCC through a Request for Determination of Applicability or a Notice of Intent application
40. Use of toxic substances for natural grass field and garden maintenance presents a hazard to groundwater and resource areas. Use of pesticides and herbicides is therefore permanently prohibited at this site within 100 feet of the resource area. Only organic fertilizers shall be used on the site. Fertilizers shall not contain pesticides or herbicides, shall only contain slow release nitrogen and shall not contain more than 3% phosphorous. To mitigate runoff, do not fertilize immediately preceding a rainstorm and use fertilizer sparingly.
41. The use of de-icing chemicals (such as sodium chloride, potassium chloride or any other chemicals) is to be limited to the amount necessary to maintain public safety. The Applicant shall assume the responsibility of informing any snow removal contractors working on the property of this requirement.
42. Any hazardous materials (e.g., gasoline, lubricants, etc.) shall be stored securely above the 100 year flood elevation (above 17.75 NGVD).
43. From a previous Order, perpetual condition #35: The results of future soil testing within jurisdictional wetlands or buffer zone areas of this project shall be submitted to the Manchester Conservation Office
44. In addition to these perpetual conditions, these special conditions shall survive in perpetuity beyond the issuance of a Certificate of Compliance: 21 (AUL iii)

Exhibit 1

**Cover Letter from Melissa Green, W&S, to Conservation Commission,
re: New Athletic Field – Minor Revision Updates; dated 11/22/22.**

November 22, 2022

Town of Manchester-by-the-Sea
Conservation Commission
10 Central Street
Manchester-by-the-Sea, MA 01944-1399

Re: *NOI Filing, DEP# 039-0875*
 New Athletic Field – Minor Revision Updates
 156-160 Pine Street

Dear Members of the Commission:

On behalf of the Town of Manchester-By-The-Sea Department of Parks and Recreation, Weston & Sampson Engineers, Inc. is re-submitting the Pine Street Athletic Field Plans for information purposes and to convey the de-minimis changes that have occurred to the project scope as result of Town and or abutter requested revisions to be included. Please note the original filing, dated June 30, 2022, received the Order of Conditions on August 16, 2022, and filed with the Registry of Deeds on September 1, 2022.

As previously noted, the Pine Street Athletic Field Project proposes to convert the unused parcels on Pine Street (Parcel address numbers 156, 158, and 160) into a multi-use athletic field. The improvements shared in June include a natural grass athletic field, black vinyl chain link fence surrounding the field, parking lot, and access drive. Since the receipt of the Order of Conditions, the project scope now includes include the following changes:

1. Incorporate a serpentine ADA/MAAB compliant paved accessible walkway (550 sf) from Pine Street to the parking lot, running adjacent to the entrance driveway. The walkway is to provide pedestrian access to the field elevation from Pine Street. Additionally, fifteen (15) hardy shrubs (a mix of common witch hazel and arrowwood viburnum) are to be planted on either side of the accessible walkway, as well as a periwinkle groundcover, to discourage pedestrians from walking off the walkway in a linear path of travel thereby creating a "cow path".
2. Twelve (12) total new evergreen and deciduous trees are proposed along to be planted along the southern field boundary on the 3:1 slope to provide screening for the abutter at 26 Rockwood Heights. Their property has direct sightlines onto the field without little visual obstruction currently. The intention of the planting is to providing privacy screening for this abutting property. The tree types will include a mix of red maples, green giant arborvitae, white pine, and pin oaks that will provide screening and blend into the natural vegetation on the site. The trees will be 1.5" caliper when installed.
3. Additional area of conservation seed mix has been added along the southern field limits on the 3:1 slope to blend in with the additional trees being planted.
4. The addition of a new 2-inch PVC water line and four (4) total quick coupler valves and hand hole boxes are located at the perimeter of the field and are to be used for irrigation purposes during periods of drought and supplemental watering of the fields as needed.
5. Addition of a 4-ft. wide black vinyl chain link gate on the west side was added to provide access for field users to retrieve balls that fly over the fence.
6. Lastly, the deletion of the wooden guardrail at the southeast side of the parking lot has now been included on the plans.

We hope that you agree that the changes described here in and illustrated on the included plan set are de-minimis and do not cause adverse effect to the surrounding environment as well as do not change the intent

of the project. Should have questions or comments related to the changes, we are able to meet with you and continue the conversation if warranted.

We look forward to hearing from you soon related to these project updates.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.

A handwritten signature in dark ink, appearing to read 'Melissa Green', with a stylized flourish at the end.

Melissa Green
Landscape Designer II

Exhibit 2

Email from Melissa Green, W&S, to Chris Bertoni,
re: Pine Street Athletic Fields – de minimis changes; dated 11/29/22, page 1.

Chris Bertoni

From: Green, Melissa <Green.Melissa@wseinc.com>
Sent: Tuesday, November 29, 2022 1:07 PM
To: Chris Bertoni; Nate Desrosiers
Cc: Cheryl Marshall; Kunkel, Brandon
Subject: RE: Pine Street Athletic Fields - De-Minimis Changes
Attachments: 20221122_Pine Street 100% CD.pdf

Hi Chris,

Thanks for your comments. In the attached plan set, I have highlighted the changes that we described in the letter sent on 11/22. Each sheet with a change has a cloud around the change and a short description. See below for comments to your questions:

- The title page states 11/22/22. We have corrected the date on the corresponding sheets. We will have the commission approve the 11/22/22 plan set.
- The gate is called out on the materials plan sheet L120, detail 10/L501. The gate also shows up on the layout plan L130, grading and utilities plan L140, and planting plan L150.
- The valve boxes and PVC piping are called out on the grading plan sheet L140, and reference detail 2/L501 Quick Coupler Valve and Box and detail 3/L501 2" PVC Water Line.
- The walkway appears on the materials plan sheet L120, layout plan L130, grading and utilities plan L140, and planting plan L150.
- As stated in the letter (#6), the 6/30/22 plan set included a wooden guardrail along the southeast side of the parking lot. The updated design (set dated 11/22/22) no longer includes the wooden guardrail. This element has been removed from the project.

Please let me know if you have any questions.

Best,

Melissa Green
SITE DESIGNER II
Direct: 781-909-4496



Weston & Sampson
85 Devonshire Street | Boston, MA 02109
tel: 617-412-4480
westonandsampson.com
[Facebook](#) | [Twitter](#) | [LinkedIn](#)

From: Chris Bertoni <bertonic@manchester.ma.us>
Sent: Monday, November 28, 2022 5:58 PM
To: Nate Desrosiers <desrosiersn@manchester.ma.us>
Cc: Cheryl Marshall <marshallc@manchester.ma.us>; Kunkel, Brandon <KunkelB@wseinc.com>; Green, Melissa <Green.Melissa@wseinc.com>
Subject: RE: Pine Street Athletic Fields - De-Minimis Changes

Hi Nate,