

**SASSAMON TRACE**  
**GOLF COURSE PROJECT**

Contract Amount: \$63,000.00 as follows:  
1. Planning/Permitting \$25,000.00  
2. Construction Documents \$20,000.00  
3. Construction Administration \$18,000.00

Contract Date: No Architect/Owner Agreement  
CS & M Inc. proposal dated 2/11/97 was signed by Fred Conley, Town Administrator.

Contract Amended: Letter from Fred Conley dated 11/25/98 approving \$7,500.00 for extra services.  
1. Develop Revised Concepts 3, 4, 5 & 6<sup>th</sup> Holes  
2. Added Detail Plans  
3. Public Hearings (5)  
4. Revise Construction Document

Final Contract Amount: \$70,500.00

Based upon a review of paid invoices, Cornish, Silva & Mungeam Inc. were paid \$74,500.00.

No record of additional services for \$4,500.00 was available.

It appears only one proposal for services was solicited to provide the Design Services. No record of a Board of Selectmen vote to award this contract is available.

3. Tata & Howard  
1900 West Park Drive  
Westborough, MA 01581

Although Tata & Howard clearly provided engineering services related to the design and construction of the course, no records of any solicitations, proposals or contract agreements were available or on file with the Town. No record of a Board of Selectmen vote to award these contracts is available.

John Ciccariello, a member of the Review Committee, did contact Don Tata of Tata & Howard and requested Tata & Howard review their project files and provide any documents they might have available. Paul Sirois of Tata & Howard contacted Mr. Ciccariello on 10/10/03 and will send unsigned copies of these agreements for the Town's record.

Based upon a review of paid invoices, Tata & Howard Inc. were paid the following:

|    |                                      |                     |
|----|--------------------------------------|---------------------|
| 1. | Letter of Agreement<br>(No Record)   | \$463,939.32        |
| 2. | Observation Final Golf Course Design | <u>\$ 36,000.00</u> |
|    | TOTAL                                | \$499,939.32        |

3. Weaver Associates Inc.  
489 Common St.  
Belmont, MA 02478

The Town of Natick Acting through the Town Administrator and Board of Selectman retained the services of WAI to provide architectural and engineering services for the design construction of a maintenance building and clubhouse.

On May 7, 2001 Paul Cohen, acting Town Administrator, requested approval from the Board to issue a Request for Design Service Proposals.

After deliberations, the Board voted to approve, conditional upon the creation of a five person review committee to assist the Oversight Committee.

The Town of Natick received six proposals, which were then reviewed by the Town Administrator.

Interviews were conducted by the Oversight Committee and Town Administrator, as well as review committee members.

On June 11, 2001, Mr. Cohen & Edward Salamoff presented a recommendation to the Board of Selectmen to approve the selected rankings of which Weaver & Associates was first ranked.

The BOS voted to approve the rankings and authorized the administration to negotiate a contract.

On November 5, 2001, Mr. Cohen appeared before the BOS requesting approval of Weaver & Assoc. contract in the amount of \$99,000.00. The Board voted to award based upon Mr. Cohen's indication that not all the fees would be expended unless the final clubhouse documents were done.

Weaver Associates Contract  
Contract Amount \$99,900.00 as follows:

|             |                    |
|-------------|--------------------|
| Clubhouse   | \$59,940.00        |
| Maintenance | <u>\$39,960.00</u> |
|             | \$99,900.00        |

To date, Weaver & Associates has been paid \$53,183.93.

NOTE: A memorandum document dated September 10, 2001 issued by the Finance Director to Mr. Frederick C. Conley Town Administrator - Subject: Golf Course - Club House Construction states "Clubhouse Construction: An update of the financial (revenue/expense) projections for the golf course indicate that the construction and

corresponding debt for the clubhouse should not be authorized at the present time. The course is self supporting at the end of the three (3) years, including the accelerated debt repayment schedule. A review/update of projected revenues and expenses should be completed at that time. The construction of the clubhouse is feasible during operating years four or five with course revenues fully funding the construction”.

Between May 7, 2001 and November 5, 2001 the Board of Selectmen and Acting Town Administrator Paul Cohen were soliciting design services for the Clubhouse and Maintenance Building.

Both the Board and Mr. Cohen should have been made aware of this memorandum as it may have impacted the award of this contract.

#### 4. Other Consultants

A review of invoices paid by the Town of Natick reflects that numerous other engineering and professional consultants were retained by the Town of Natick.

The Town of Natick expended \$774,842.90 on such services.

Of this total, only one contract, that of Weaver & Associates (\$99,900.00) for Design Services related to the Maintenance Building & Clubhouse was solicited through an RFP Process in which six proposals were received.

#### Golf Course Operation Cart Leasing Agreement

Leasing Vendor: Citi Capital Commercial Corp.

Bid Date: Unknown

|                |          |                         |
|----------------|----------|-------------------------|
| Bids Received: | Club Car | \$123.00/cart per month |
|                | E-Z Go   | \$115.00/cart per month |
|                | Yamaha   | \$121.50/cart per month |

Lease Awarded: Natick Board of Selectmen 6/18/01

Lease awarded to Club Car for 30 carts. Club Car was the only bidder to meet specification requirements according to presentation made by Ed Salamoff Chairman of Golf Advisory Comm.

Lease Duration: August – October 2001  
May – October 2002 – 2005

Lease Signed: September 26, 2001 Fred Conley. Addendum #1 issued 9/26/01 refers to a lease agreement of 9/4/01, which was not found.

The lease and associated costs would be considered an expense to the Golf Course Enterprise Operation.

### Monitoring Contracts

Monitoring Consultant: Griffin Engineering Group L.L.C.

A review of available documents indicates that the Town of Natick sought the services of Griffin Engineering Group L.L.C. as early as April 19, 2000.

Griffin issued a Proposal to Sarkis Sarkisian, Director of Community Development on April 19, 2000 to provide Environmental Monitoring Services for the Natick Golf Course Project to Monitor the Conditions of the Natick Conservation Commission DEP 233-4004.

The proposal was signed by Paul Cohen, Deputy Town Administrator on May 18, 2000. The stipulated fee was \$25,000.00. There is no record of the Board of Selectmen voting to award this contract.

A review of invoices paid to date for monitoring services during the Golf Course Construction to Griffin is \$68,736.88. No amendments to Griffin's April 19, 2000 proposal could be found.

Griffin in a proposal dated November 13, 2001 to Charles Sisitsky, Director Dept. of Public Works, provided additional services for environmental monitoring of the Closed Landfill and Golf Course Operation for two years, as follows:

|          |                                     |              |
|----------|-------------------------------------|--------------|
| Task 1 - | Landfill Post Closure Water Quality | \$ 28,000.00 |
| Task 2 - | Landfill Biennial Report            | \$ 7,000.00  |
| Task 3 - | Golf Course Monitoring              |              |
|          | November 2001                       | \$ 14,500.00 |
|          | January - December 2002             | \$ 55,000.00 |
|          | January - December 2003             | \$ 42,000.00 |
| Task 4 - | Golf Course Reports                 | \$ 12,000.00 |
| Task 5 - | Meetings                            | \$ 5,000.00  |
|          | TOTAL                               | \$163,500.00 |

The portion of the fees allocated to the Golf Course is \$128,500.00 which should be an expense related to the Golf Course Enterprise Operation and not the Construction Project.

This agreement was signed April 30, 2002 by then Acting Town Administrator Tom Grew. The proposal was not brought before the Board of Selectmen.

## **PROJECT REVIEW**

### SASSAMON TRACE GOLF COURSE

The Sassamon Trace Golf Course is a nine (9) hole golf course located on the original Town of Natick West St. Landfill Closure Cap and the adjacent Dowse Orchards located in the Town of Sherborn.

Designed by Cornish, Silva & Mungeam, Golf Course Architects, four holes are located on the capped landfill and five on leased Dowse Orchards property.

The original project proposed by the then Town Administrator Fred Conley, according to the BOS meeting of 9/9/96, was a recreational facility having a nine hole golf course with three cross country trails and a modest building.

At the December 15, 1997 BOS meeting, the recreational facility being proposed was to include a nine hole golf course, walking trails and a public sledding operation on the western slope.

At the February 9, 1998 BOS meeting Golf Course Presentation, Don Tata of Tata & Howard noted to the Board several alternative layouts had been reviewed to address citizen comments and environmental concerns. The project is to include a modest clubhouse, parking for 75 cars and a maintenance shed.

It is clear in reviewing these meeting notes that other recreational uses were being proposed by the Town Administration

At this time, both the maintenance building and clubhouse have yet to be built, due to a lack of available funds.

Although the Golf Course is completed, no cross country trails, walking trails or sledding area exist, nor does it appear these were considered in the final golf course design.

### Construction Contract

Course Architect: Cornish, Silva and Mungeam Inc.  
207 North Main St.  
Uxbridge, MA 01569

Engineer: Tata & Howard  
125 Turnpike Rd.  
Westborough, MA 01581

General Contractor: Supreme Industries

Bid Date: February 24, 2000, 2:00 P.M.  
Contract No. 1

Bids Received: Five Bids received.

|    |                    |                |
|----|--------------------|----------------|
| 1. | Argos Construction | \$2,229,100.00 |
| 2. | Supreme Industries | \$2,383,504.70 |
| 3. | J.P. McCabe Inc.   | \$2,489,000.00 |
| 4. | C.J. Marbady Inc.  | \$3,142,242.00 |
| 5. | LIM                | \$3,284,514.00 |

It appears the apparent low bidder Argus Construction was disqualified. Two Addenda #1 & #2 were issued during the bid phase.

Notice to Award: Issued by Fred Conley, Town Administrator on March 8, 2000. The Board of Selectmen on February 28, 2000 voted to award the contract.

Notice to Proceed: Issued by Fred Conley. No Start Date or Completion Date was stipulated (left blank).

Contract Date: March 31, 2000 Contract No. 1

Contract Signed By: Paul Cohen, Acting Town Administrator

Amount: \$2,383,509.70

Project Time: 540 Days

Liquidated Damages: \$750.00/Day

Payment/Performance Bonds: Issued

Insurance Certificates: Issued

Change Orders: Ten Issued During Construction

| <u>Number</u> | <u>Amount</u>         | <u>Town Authorization</u> |
|---------------|-----------------------|---------------------------|
| CO 1          | \$16,150.00           | 6/13/00 Paul Cohen        |
| CO 2          | \$4,690.00 & \$556.00 | Never Signed, Verbal OK   |
| CO 3          | \$37,870.00           | 9/8/00 Paul Cohen         |
| CO 4          | \$10,014.21           | 10/13/00 Paul Cohen       |
| CO 5          | Unknown               | Unknown                   |
| CO 6          | \$19,088.15           | 6/5/01 Paul Cohen         |

|      |            |              |
|------|------------|--------------|
| CO 7 | \$3,227.50 | Never Signed |
| CO 8 | \$840.00   | Never Signed |
| CO9  | Unknown    | Unknown      |
| CO10 | Unknown    | Unknown      |

Final Contract Amount: \$2,524,559.68\*

\*This amount is based upon invoices paid to date by the Town of Natick.

Design Contracts

1. Daniels Architects  
20 Main St.  
Natick, MA

During the initial Golf Course study, it appears the Town of Natick retained their services to develop schematic plans for a clubhouse of approximately 600 square feet in size and a maintenance building.

In addition, it appears Daniel's hired Geotechnical Consultants Inc. to perform subsurface explorations and foundation recommendations.

No record of any solicitation for services, proposals or contract agreements were available for review and do not appear to exist.

Although a copy of the Soils Exploration Report is available, no copies of the Architect's proposed designs are on file.

Based upon a review of paid invoices, the following amounts were paid for services:

|                               |                    |
|-------------------------------|--------------------|
| Daniels Architects Inc.       | \$ 9,082.80        |
| Geotechnical Consultants Inc. | <u>\$ 3,750.00</u> |
| TOTAL                         | \$12,832.80        |

2. Cornish, Silva & Mungeam, Inc.  
207 North Main St.  
Uxbridge, MA 01569

The Town of Natick retained CS&M Inc. to provide design services for the design of the now nine (9) hole golf course, sometime prior to March of 1996.

The actual date is unknown as the CS&M Inc. proposal was dated 2/11/97.

The Golf Resource Associates - Golf Facility Study of March 1996 speaks to the CS&M Inc. preliminary design plan.

On September 23, 2002 Griffin submits another proposal to Mr. Sisitsky extending the landfill monitoring services from October 2002 to December 2003 amending the November 13, 2001 agreement.

Fees - \$13,000.00

These fees are not associated with the Golf Course Construction and/or operation.

The additional services were to perform tasks associated with Tata & Howard Engineering revised monitoring plan dated November 6, 2001.

As a result of the Citizen's Report Sassamon Trace Golf Course presented to the Board of Selectmen April 7, 2003 concerning the Environmental Monitoring, the Town of Natick sought an opinion from the Office of Inspector General concerning the validity of the November 13, 2001 proposal which was signed on May 24, 2002.

The Inspector General issued a letter on May 18, 2003 to Ruthann Cashman, Comptroller, noting that the May 24, 2002 agreement was not valid and was executed in violation of M.G.L. c.30B.

The Contract with Griffin was terminated.

The Town of Natick has since issued an RFP for Monitoring Services in conformance with M.G.L. c. 30B and awarded a new contract to ECS Marin Environmental Services.

**TOWN OF NATICK, MASSACHUSETTS**  
**FINANCE DIRECTOR**  
(508) 647-6420

**To:** Mr. Frederick C. Conley, Town Administrator

**Subject:** Golf Course – Club House Construction

**Date:** September 10, 2001

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Please accept this memorandum regarding the proposed construction of a “Club House” at Sassamon Trace Golf Course.

**Recommended Actions:**

**Long Term Financing:** The Special Legislation for the development of the golf course allowed for temporary debt for up to five (5) years and permanent debt for an additional (30) years. Due to the current status of the Municipal Bond Market it is recommended that the debt for the golf course (\$2,975,000) be issued as permanent debt in February, 2002, for a period of twenty (20) years. This represents a time reduction in the total debt schedule from thirty-five years to twenty-one and one-half years. The corresponding reduction in debt costs (interest) will save approximately \$1,250,000.

**Clubhouse Construction:** An update of the financial (revenue / expense) projections for the golf course indicate that the construction and corresponding debt for the clubhouse should not be authorized at the present time. The course is self supporting at the end of the three (3) years, including the accelerated debt repayment schedule. A review / update of projected revenues and expenses should be completed at that time. The construction of the clubhouse is feasible during operating years four or five with course revenues fully funding the construction.



# The Commonwealth of Massachusetts

## Office of the Inspector General

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March 18, 2003

Ruthann Cashman  
Comptroller  
Town of Natick  
13 East Central Street, Suite 1  
Natick, MA 01760

Dear Ms. Cashman:

This letter is to confirm our conversation of March 11, 2003 pertaining to a contract between the Town of Natick and Griffin Engineering Group, LLC for environmental monitoring of Sassamon Trace Golf Course.

Based on the documents that you sent this Office, it appears that the Town initially entered into an agreement with Griffin Engineering Group, LLC on May 18, 2000 for engineering services in connection with the construction of the golf course. Following construction of the golf course, the Town entered into another contract with Griffin Engineering Group, LLC for environmental monitoring of the golf course on May 24, 2002. The contract for environmental monitoring is not in connection with any further construction to the golf course.

M.G.L. c. 30B, §(1)(b)(15) exempts contracts with designers. A designer is defined in M.G.L. c. 30B, §2 as "a person performing any of the following services, *in connection with the construction, reconstruction, alteration, repair, development, installation, maintenance, or demolition of any building, road, bridge, or other physical property...* preparation of master plans, studies, surveys, soil tests, cost estimates or programs; preparation of drawings, plans, or specifications; supervision or administration of a construction contract; or construction management or scheduling." (Emphasis added).

Since the first contract with Griffin Engineering Group, LLC was in connection with construction of the golf course, it would fall under the exemption for designers in M.G.L.

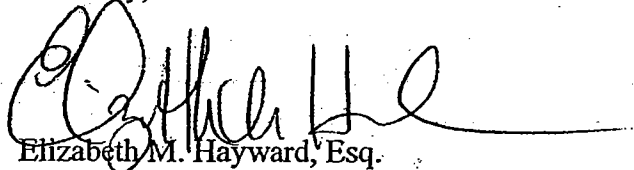
c. 30B. However, the second contract with Griffin Engineering Group, LLC, dated May 24, 2002, for environmental monitoring does not appear to be in connection with construction services and therefore would not fall under the exemption in M.G.L. c. 30B for designers. During our previous telephone conversation, you stated that the second contract with Griffin Engineering was not procured by following M.G.L. c. 30B procedures.

A contract made in violation of M.G.L. c. 30B is not valid and no payment may be made under such contract.<sup>1</sup> This Office recommends that you conduct an invitation for bids (IFB) or request for proposals (RFP) process for the remainder of the environmental monitoring work in accordance with M.G.L. c. 30B. If the time required to comply with a requirement of M.G.L. c. 30B would endanger the health or safety of people or their property, a procurement officer may make an emergency procurement without following that requirement. An emergency procurement must be limited to only the supplies or services necessary to meet the emergency and must comply with M.G.L. c. 30B to the extent practicable under the circumstances. The procurement officer must make a record of each emergency as soon after the procurement as practicable, specifying the contractor's name, the amount and type of each contract, a listing of the supply or service provided under each contract, and the basis for determining the need for an emergency procurement. A copy of the record of emergency procurement must be submitted to the *Goods and Services Bulletin*, published by the Secretary of the Commonwealth, at the earliest possible time.

Enclosed please find a copy of Chapter 9 from this Office's publication entitled *Municipal, County, District, and Local Authority Procurement of Supplies, Services, and Real Property*. This Chapter pertains to construction-related contracts and further spells out the designer exemption in M.G.L. c. 30B. The entire publication may be downloaded at not cost from this Office's Web site, [www.mass.gov/ig](http://www.mass.gov/ig).

Please feel free to call me if I can be of further assistance.

Sincerely,



Elizabeth M. Hayward, Esq.

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<sup>1</sup> See, M.G.L. c. 30B, §17(b).