

SELECTMEN'S MEETING AGENDA*

Executive Session 6:00 P.M.

Regular Meeting 6:30 P.M.

Monday, May 10, 2021

REMOTE PARTICIPATION ONLY
OPEN PUBLIC FORUM – PLEASE READ

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

Use *6 to mute and unmute your phone

When you join the meeting by phone you should turn off Channel 18 or your computer if streaming the meeting.

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

<https://global.gotomeeting.com/join/559016309>

You can also dial in using your phone.

United States: +1 (646) 749-3122

Access Code: 559-016-309

I. **CALL TO ORDER**

II. **EXECUTIVE SESSION**

- A. Executive Session pursuant to G.L. c. 30A, §21(a) (3) to discuss litigation strategy with respect to the case of 3137, LLC, et al. (Ember and Port) v. Town of Harwich, et al., United States District Court, C.A. No. 1:21-CV-10473, if discussing the matter in open session will have a detrimental effect on the Town's litigating position and the chair so declares;

III. **PLEDGE OF ALLEGIANCE**

IV. **WEEKLY BRIEFING**

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

V. **PUBLIC COMMENTS/ANNOUNCEMENTS**

VI. **NEW BUSINESS**

- A. Discussion and debrief with the Town Administrator on the 2021 Annual Town Meeting

VII. **OLD BUSINESS**

- A. Discussion and possible vote to reconsider the 2021 Request for continued Expansion of Outdoor Table Service for The Port Restaurant and Bar – 545 Route 28
- B. If Item A is reconsidered than discussion and possible vote to approve the 2021 Request for continued Expansion of Outdoor Table Service for The Port Restaurant and Bar – 545 Route 28

VIII. **CONTRACTS**

- A. Discussion and possible vote to authorize Chairman of the Board of Selectmen to execute Change Order #1 with Robert B. Our Company for Round Cove concrete bulkhead repairs for \$19,874.73
- B. Discussion and possible vote by the Board of Selectmen to execute contract with Partner Solutions General Contracting Corp. for Comfort Station Janitorial Services for \$51,587.39
- C. Discussion and possible vote by the Board of Selectmen to execute contract with Vanasse Hangen Brustlin, Inc. for Route 28 Saquatucket to Harwich Port Sidewalk Design Engineering Services for \$167,550.00
- D. Discussion and possible vote for the Board of Selectmen to authorize the Chairman of the Board of Selectmen to execute Firefighter Safety Equipment Grant award contract with the Commonwealth of Massachusetts Department of Fire Services for \$12,172.00

IX. **TOWN ADMINISTRATOR'S REPORT**

X. **SELECTMEN'S REPORT**

XI. **ADJOURNMENT**

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

Authorized Posting Officer:

Danielle Delaney, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
May 6, 2021

WEEKLY BRIEFING



Town of Harwich Board of Health

732 Main Street Harwich, MA 02645
508-430-7509 – Fax 508-430-7531
E-mail: health@town.harwich.ma.us

May 7, 2021

WEEKLY COVID-19 UPDATE

CASES & STATISTICS

To date, Harwich has seen a cumulative total of 751 cases of COVID-19. We are currently following 10 active cases. The positivity rate has dropped to 3.02%, which still leaves us in the “Yellow” designation. Over the last two weeks the Town has seen 25 positive tests out of total 827 tests.

VACCINE

To date, 6,639 of our 12,591 full time residents are fully vaccinated, and 8,672 have received at least one dose.

Age Group	Population Size	Individuals with at least one dose	Fully vaccinated individuals
0-19 Years	1,993	221	63
20-29 Years	1,055	537	279
30-49 Years	2,146	1,505	945
50-64 Years	3,012	2,341	1,684
65-74 Years	2,551	2,234	2,027
75+ Years	1,834	1,834	1,641
Total	12,591	8,672	6,639

To find a vaccine appointment please visit <https://vaxfinder.mass.gov/>.

BOARD OF HEALTH UPDATE

On Thursday May 6, 2021 the Board of Health voted to uphold the existing mask mandate. The order states: *Any member of the public utilizing Route 28, between Lower County Road and Bank Street between 9 am and 10 pm, must wear a face covering at all times over their nose and mouth and must exercise social distancing, whenever possible.* The Board will continue to discuss this order at their regularly scheduled meetings.

STATE UPDATE

Effective on May 10, Massachusetts will reopen some outdoor Phase 4, Step 2 industries:

- Large venues such as indoor and outdoor stadiums, arenas and ballparks currently open as part of Phase 4, Step 1 at 12% will be permitted to increase capacity to 25%.
- The Commonwealth will reopen some outdoor Phase 4, Step 2 industries including amusement parks, theme parks and outdoor water parks that will be permitted to operate at a 50% capacity after submitting safety plans to the Department of Public Health.
- Road races and other large, outdoor organized amateur or professional group athletic events will be permitted to take place with staggered starts after submitting safety plans to a local board of health or the DPH.
- Youth and adult amateur sports tournaments will be allowed for moderate and high risk sports.
- Singing will also be permitted indoors with strict distancing requirements at performance venues, restaurants, event venues and other businesses.

TESTING

For free testing at Outer Cape Health, please call [508-905-2888](tel:508-905-2888) to make an appointment. Barnstable County offers FREE COVID-19 testing at the Barnstable County Fairgrounds Tuesdays 10:00 AM – 12:00 PM and Fridays 10:00 AM – 12:00 PM. Call to make an appointment 774-330-3002 – or take 1 minute and schedule online at <https://bit.ly/3doeaH5>

Testing is still available in other locations 7 days per week through Cape Cod Healthcare. Call the Community Testing Line at [508-534-7103](tel:508-534-7103) to make an appointment.

REMINDER

Please continue to maintain social distancing, mask use, and good hand hygiene. We need to work together as a community to minimize the spread!

Stay Safe!

~Dr. O'Neill

Health Director

5/6/2021: Barnstable County Regional COVID-19 Update

****Attached is information on vaccination coverage by town by age bracket for BARNSTABLE, DUKES, AND NANTUCKET COUNTIES****

Good Morning All.

New Cases: DPH new cases reported yesterday:

Barnstable County:	19 new cases;
Martha's Vineyard:	4 new cases;
Nantucket:	3 new cases;

Hospitalizations and Fatalities: 3-day avg. hospitalization (now **9**) is greatly reduced from the Wave 3 **high of 35** seen on 3/30/21. **0** patients were in the ICUs yesterday afternoon. There has been **1 COVID fatality** reported during the past 7 days. CCH and Falmouth Hospital are open to limited visitation.

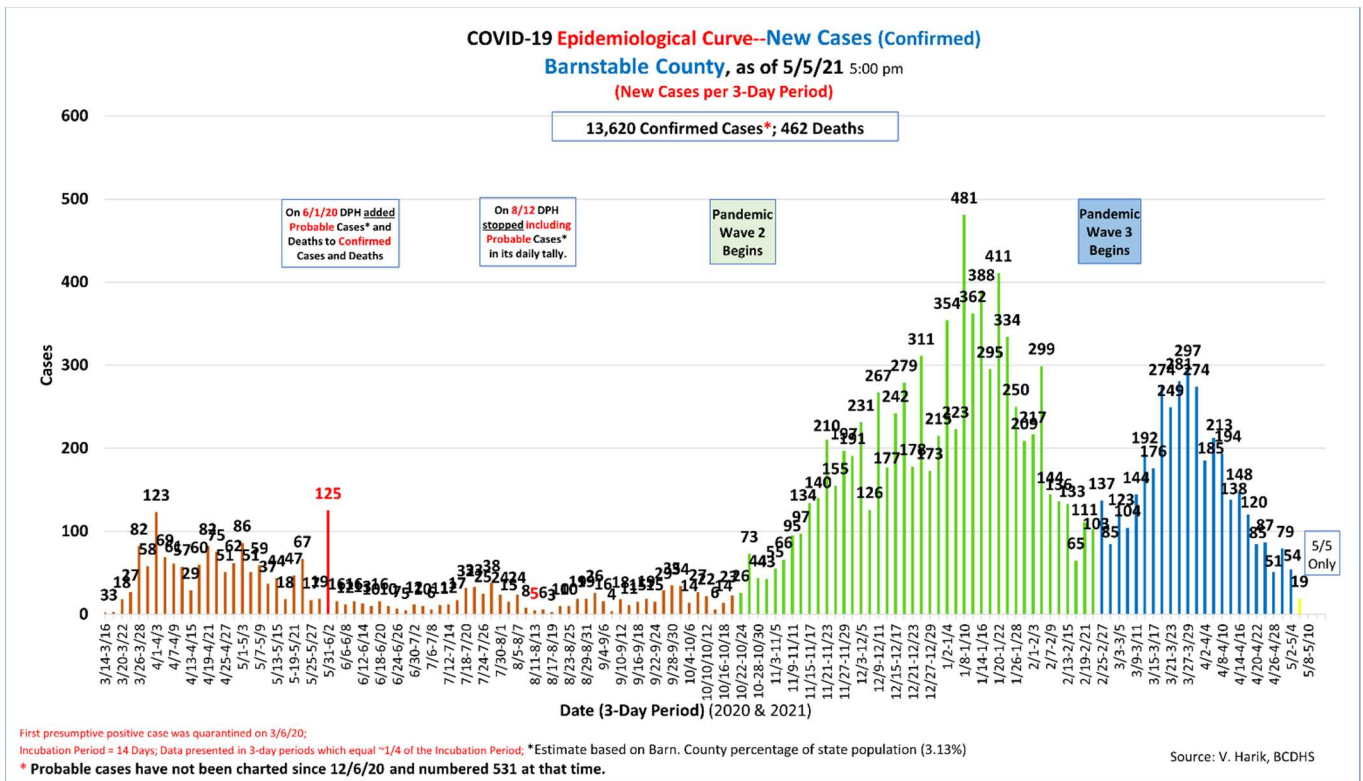
Test Positivity Rates (14-day average, as of **5/5/21**):

Barnstable County:	3.40% (vs. 4.40%) (lower vs. previous fortnight)
Dukes County:	Pending% (vs. 6.94%) (---)
Nantucket County:	Pending% (vs. 6.12%) (---)
Dukes & Nantucket Counties	6.04% (vs. 6.61%) (lower)

A test percent positivity rate below 5% suggests that an outbreak is on the way to **containment**.


Vaccination:

-Next week the Pfizer vaccine will be approved to vaccinate children 12 and older.



Hospitalizations, Last Report:		Not Cumulative		Cumulative		3-Day Avg. of Persons in Hosp. (Med/Surg + ICU)	ICU Percent of Beds Occupied
		Hospital Beds Occupied (Last Report)	ICU Beds Occupied (Last Report)	Barnstable County Cases (Confirmed)	Barnstable County Deaths		
5/5/2021	Cape Cod Hospital	6	0				
(3pm)	Falmouth Hospital	1	0				
		7	0	13,620	462	9.0	0%

Choosing Safer Activities

		Unvaccinated People	Your Activity	Fully Vaccinated People
		Outdoor		
Safest			Walk, run, or bike outdoors with members of your household	
			Attend a small, outdoor gathering with fully vaccinated family and friends	
			Attend a small, outdoor gathering with fully vaccinated and unvaccinated people	
Less Safe			Dine at an outdoor restaurant with friends from multiple households	
			Attend a crowded, outdoor event, like a live performance, parade, or sports event	
		Indoor		
Less Safe			Visit a barber or hair salon	
			Go to an uncrowded, indoor shopping center or museum	
			Ride public transport with limited occupancy	
			Attend a small, indoor gathering of fully vaccinated and unvaccinated people from multiple households	
Least Safe			Go to an indoor movie theater	
			Attend a full-capacity worship service	
			Sing in an indoor chorus	
			Eat at an indoor restaurant or bar	
			Participate in an indoor, high intensity exercise class	

OLD BUSINESS

2021

Request for continued Expansion of Outdoor Table Service

Establishment name: THE PORT

Establishment address: 541 ROUTE 28

If your establishment would like to continue expanded outdoor table service, please fill out below.

Please note this form is only for establishments that have completed the Board of Selectmen's application process.

Indicate that you are requesting to continue with expanded outdoor table service. **YES**

Indicate that you are continuing with what was previously approved by the town. If you would like to further expand your outdoor seating area, please contact staff for an application. **SAME AS 2020.**

Indicate if you will or will not be serving alcohol on the expanded outdoor premise. **Will.**

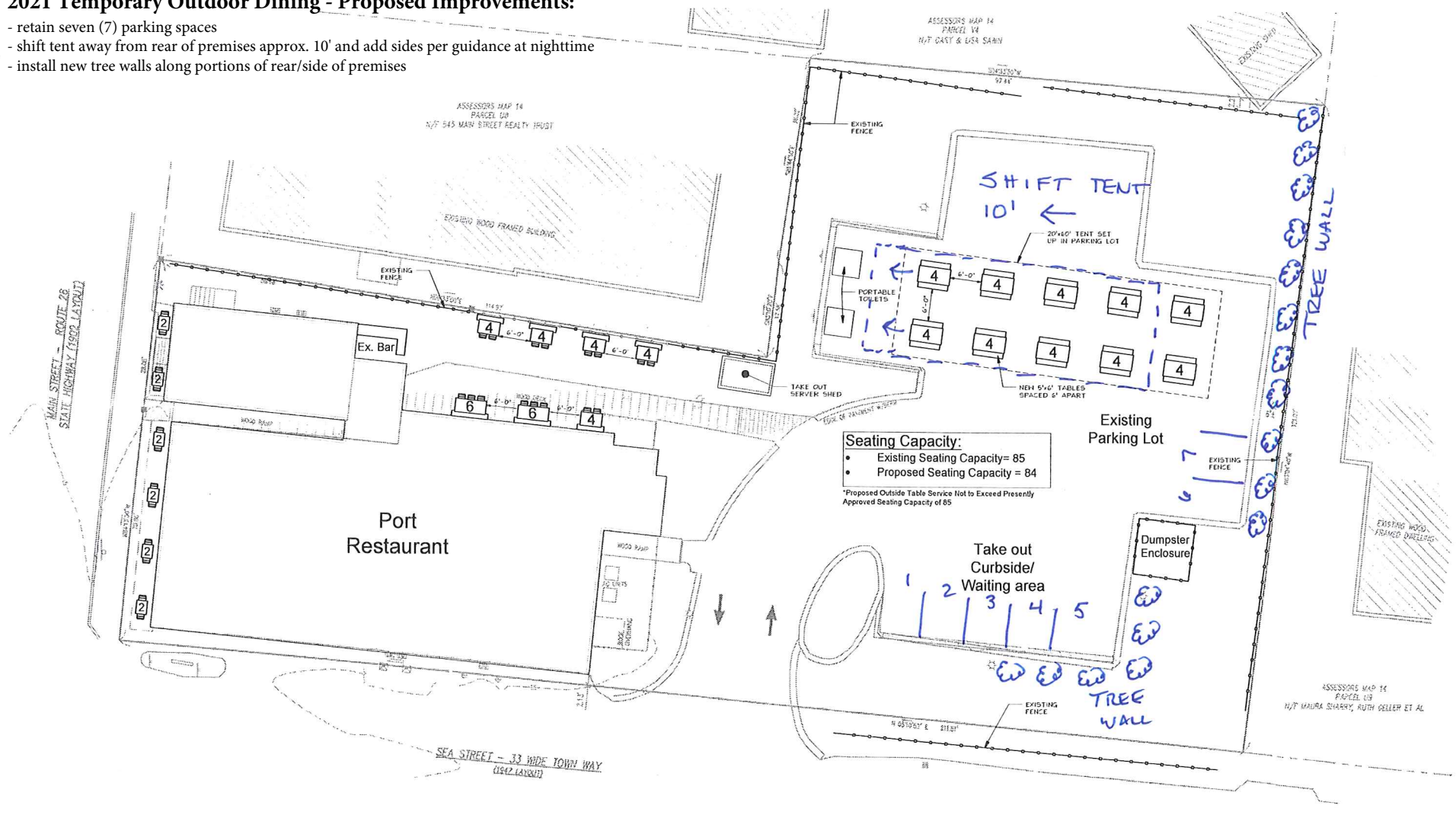
Indicate the dates from start to end of season when you will be utilizing the expanded outdoor area. **MAY 28 - OCT 11**

Manager: 

Date: 2 - 23 - 2021

2021 Temporary Outdoor Dining - Proposed Improvements:

- retain seven (7) parking spaces
- shift tent away from rear of premises approx. 10' and add sides per guidance at nighttime
- install new tree walls along portions of rear/side of premises



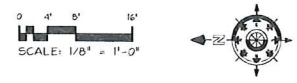
Seating Capacity:

- Existing Seating Capacity = 85
- Proposed Seating Capacity = 84

*Proposed Outside Table Service Not to Exceed Presently Approved Seating Capacity of 85

FOR ILLUSTRATION PURPOSES ONLY

Port
Proposed (Temporary) Outdoor Table Service Per
COVID-19 Executive Order No.37 (June 6,2020)



Approved in 2020

Request for Expansion
of Outdoor Table
Service for The Port
Restaurant and Bar

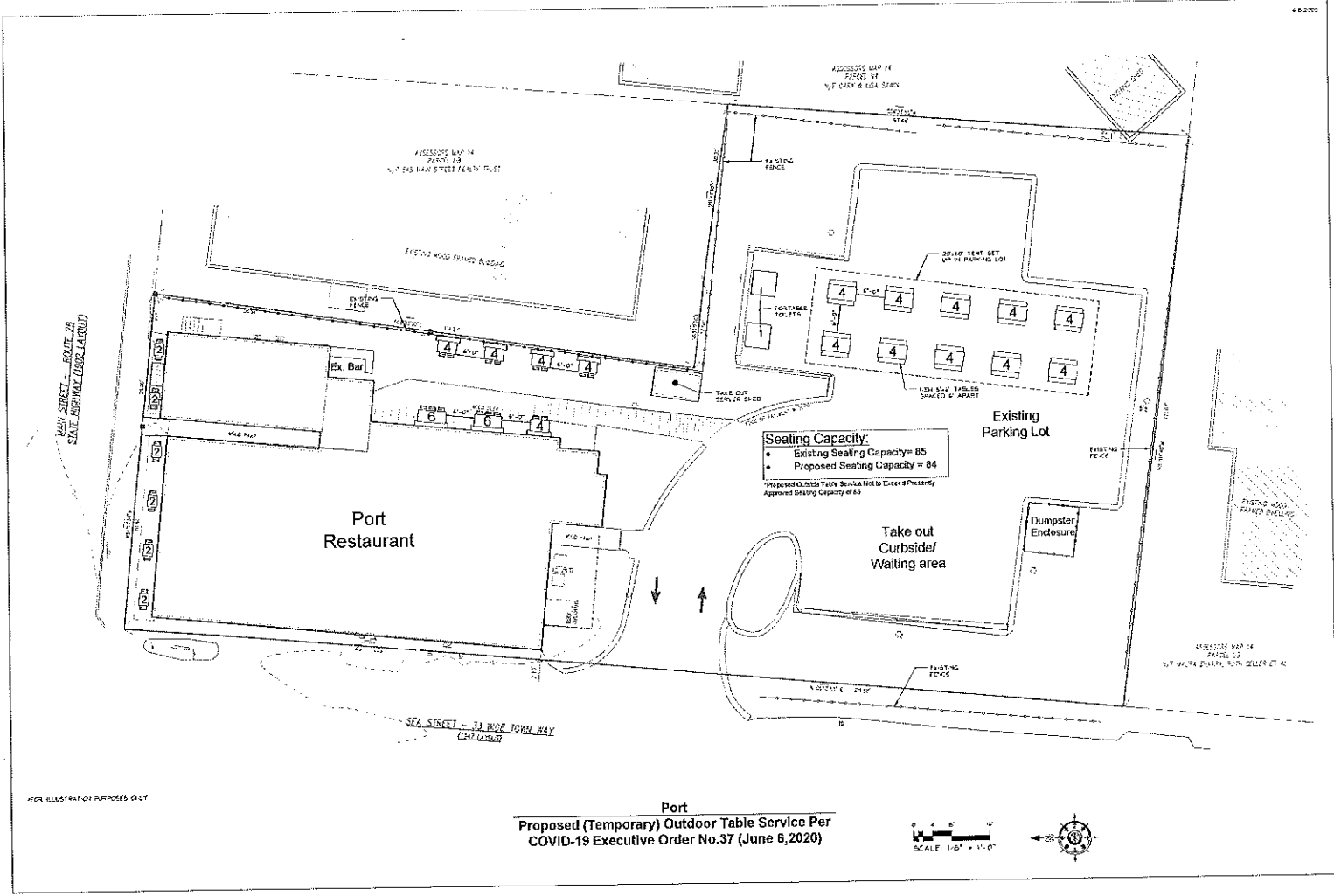
Request for Expansion of Outdoor Table Service

Establishment name: The Port Restaurant and Bar, Inc.

Establishment Address: 541 Route 28, Harwich Port

Any establishment wishing to implement outdoor seating *outside the restaurant building envelope and/or expanded outdoor liquor service* must provide the **Town of Harwich** with:

- A to-scale drawing of the property showing the location of tables, chairs and any barriers proposed.
- Indicate the number of seats you are proposing, including any carry-out service waiting areas, and a maximum occupancy number.
- A lease or document for the right to occupy the proposed area.
- A statement indicating whether you are also seeking “alteration of premises” for the purpose of expanding to outdoor service of alcohol or not.
- A statement indicating your proposed hours of operation.
- A statement indicating whether you will rely upon use of sidewalks for the expansion of service.
- A certificate of insurance showing your coverages apply to the expanded seating areas



FOR CLARIFICATION PURPOSES ONLY

Port
Proposed (Temporary) Outdoor Table Service Per
COVID-19 Executive Order No.37 (June 6, 2020)


0 4 8 12
 SCALE: 1/8" = 1'-0"



CONTRACTS

Town of Harwich
Harbormaster's Office
715 Main Street – PO Box 207
Harwich, MA 02646
Phone (508) 430-7532
Fax (508) 430-7535

Memo

To: Chairman, Board of Selectmen
Via: Joseph F. Powers, Town Administrator
Carol Coppola, Finance Director
From: John C. Rendon, Harbormaster 
Date: May 4, 2021
Subject: Round Cove Boat Ramp – Change Order #1

Recommend approval of the attached change order from Robert B. Our Company to make needed concrete repairs to a section of the Round Cove bulkhead adjacent to the ramp. The current poor condition of the bulkhead section poses a safety concern. Funds are available for the requested amount of money for this work within the allowable limit for contingencies.

Enclosure (1) Robert B. Our Company – Change Order 1

Copy: (1) Chairman, Waterways Committee

Robert B. Our Company

24 Great Western Road
 P.O Box 1539
 Harwich, MA 02645
 USA

Phone: (508) 432-0530
 Fax: (508) 432-7057

Built on Trust

To:	Town Of Harwich	Contact:	
Address:	732 Main Street, Town Administrator, Town Hall Harwich, MA 02645	Phone:	508-430-7513
Project Name:	ROUND COVE BOAT RAMP - PCOR # 2.1	Bid Number:	
Project Location:	ROUND COVE, HARWICH, MA	Bid Date:	4/21/2021
Addendum #:	1		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
SK-2	CIP CONCRETE WALL REPAIR	1.00	LS	\$19,874.73	\$19,874.73

Total Bid Price: \$19,874.73

Payment Terms:

An interest charge of 1.5 per month (18% per annum) will be charged on all invoices over 30 days. If any invoice remains unpaid for more than sixty (60) days and is referred to Legal Counsel for collection; then, in addition to the unpaid billing and accrued service charges, the above signed further agrees to be responsible for all costs of collection, including all legal fees incurred by the Robert B. Our Co., Inc.

DocuSigned by:

Carol Coppola 5/4/2021

\$19,874.73

48C32039D33D434...

Approved as to availability of funds

01633A2/620021

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Robert B. Our Company</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
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OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

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

From: Meggan Eldredge, Assistant Town Administrator
Griffin Ryder, Town Engineer

RE: Contract with Partner Solutions General Contracting Corp.

Date: May 10, 2021

This memorandum corresponds to *Contracts Agenda Item B. Discussion and possible vote for the Board of Selectmen to execute a contract with Partners Solution General Contracting Corp. for Comfort Station Janitorial Services for \$51,587.39.*

As you will see from the attached materials, this item was procured through the FAC-81 State Contract in accordance with MGL, c. 30B. An invitation for bids was released and resulted in 5 proposals. The most responsive and responsible bidder was chosen for the award, pending approval of the Board of Selectmen.

This year's contract price is less than last year and encompasses a longer timeframe and additional locations.

I recommend the Board's approval and execution of this contract.

Project Name: Janitorial Services TM Year and Article #: N/A Appropriation: \$ _____

Low Bidder: Partners Solutions General Contracting Corp. Bid Price: \$51,587.39

12/13/18 Revised Procurement Checklist

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

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

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder. 11914212/545000
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to **4 sentences or less.** \$51,587.39

2. Finance Director has signed that funds are available: Carol Coppola Account # _____

3. Please provide a **single copy of the bid packet** along with all supporting documents.


4. Please use K-P Law provided standardized contracts.

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

Original for Accounting Original for Procurement Original for Vendor Contract to Treasurer's
Signature of Town Administrator or Assistant Town Administrator: Joseph F. Powers

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

MEMORANDUM

To: Joseph Powers, Town Administrator
From: Sean Libby, Facilities Maintenance Manager 
Re: Bid review for Comfort Station Janitorial Services
Date: 04 May 2021

For the second year, funds from the CARES act will be used to pay for the bathroom products, and the cleaning and disinfection of the Town's Public Restrooms. On Thursday April 22nd 2021 sealed bids were opened for that project. There were three bidders with Partners Solutions General Contracting Corporation coming in as low bidders at \$51587.39. The high bid came in at \$60000.00 and did not include the alternates. I had conversations with the listed references who all gave outstanding reviews. With this reassurance I believe they are considered a qualified contractor. I am requesting that this contract be approved and signed so we can move forward with this project. Please let me know if you have any further questions.

CC: Lincoln Hooper, DPW Director



TOWN OF HARWICH
732 MAIN STREET, HARWICH, MA 02645
TEL: 508-430-7518 FAX: 508-430-7504

April 22, 2021

Bid Opening: Comfort Station Janitorial Services @ 2:00 pm

Results

<u>60 To Services</u>	- #	<u>60,000 2x</u>	- #	<u>85,000 3x</u>	<u>No Add/ALT</u>
					<u>Addendum ✓</u>
<u>Partner Solutions</u>	- #	<u>43,106.66 2x</u>	- #	<u>51,074.74 3x</u>	<u>8,480.73 2x</u>
					<u>Addendum ✓ Insurance ✓ Add/ALT</u>
<u>S: f Services</u>	-	<u>48,794 2x</u>	-	<u>58,744 3x</u>	<u>8,200</u>
					<u>Addendum ✓ Insurance ✓ Add/ALT</u>

In attendance:
Carol Coppola

Carol Coppola

Sean Libby

Sean Libby

TOWN OF HARWICH COMFORT STATION JANITORIAL SERVICES

SCOPE OF SERVICES AND SPECIFICATIONS

Purchase Description/Scope of Services

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

Contract Term Length

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

The contract period is for the 2021 beach season (terminating the day after Columbus Day). The Town anticipates a 05/28/2021 start date; however, the actual period will be determined as mutually agreed upon between the Town and successful respondent.

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

Bid Form

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

Site Visit (optional)

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

Substitutions

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

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

Work Schedule, Time Limits, and Notice to Proceed

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

Additional Information or Specifications

Attachment A Bid Form

Exhibit 1 General Conditions and Provisions

Exhibit 2 Minimum Performance Requirements

Exhibit 3 Cleaning Checklist

Exhibit 4 Single Stall Comfort Station Representative Floor Plan

Exhibit 5 Two Stall Comfort Station Representative Floor Plan

Exhibit 6 Contract

EXHIBIT 1 – General Conditions and Provisions

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

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

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

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

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

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

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

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

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

All doors and windows shall be closed and locked upon completion of cleaning operations. All areas shall be double-checked by the on-site cleaning supervisor at end of shift to verify the areas are secured. The Contractor shall not duplicate any keys under any circumstances.

Inspection. The Contract Manager or his/her designee will conduct periodic inspections of the work. Inspections can occur weekly or on a daily basis depending on any issues that arise with the quality of the work. The Contractor's Supervisor shall be available upon request, for joint inspections with the Contract Manager. The Contractor's Supervisor is required to perform and record daily inspections utilizing an approved checklist for all areas and must leave the inspection form for the Contract Manager to view the next morning.

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

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

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

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

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

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

Comfort Stations

Red River Beach (two stall)
Bank Street Beach (two stall)
Earle Road Beach (two stall)
Pleasant Street Beach (two stall)
Sand Pond (two stall)
Long Pond/Fernandez Bog (two stall)
Wychemere Harbor (single stall)
Allen Harbor (single stall)
Brooks Park South (two stall)
Chamber of Commerce (two stall)
Brooks Park North (two stall) **add/alt**
Community Center (two stall) **add/alt**
Whitehouse Field (two stall) **add/alt**

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

Cleaning Schedule and Frequency –

Red River Beach (two stall)- 2/3 cleanings per day
Bank Street Beach (two stall)-2/3 cleanings per day
Earle Road Beach (two stall)-2/3 cleanings per day
Pleasant Street Beach (two stall)-2/3 cleanings per day
Sand Pond (two stall)-1 cleaning per day
Long Pond/Fernandez Bog (two stall)-2/3 cleanings per day
Wychemere Harbor (single stall)-1 cleaning per day
Allen Harbor (single stall)-1 cleaning per day
Brooks Park South (two stall)-2 cleaning per day
Chamber of Commerce (two stall) – 2 cleanings per day

Brooks Park North (two stall) add/alt -2 cleaning per day
Community Center (two stall) add/alt -1 cleaning per day
Whitehouse Field (two stall) add/alt-1 cleaning per day on game days

The Town reserves the right to award the bid for two (2) cleanings/day or three (3) cleanings/day. An award decision will be made in the best interests of the Town.

1. One (1) cleaning/day: between the hours of 10:00 AM and 2:00 PM
2. Two (2) cleanings/day: First cleaning between the operating hours of 10:00 AM and 2:00 PM and second cleaning between the operating hours of 6:00 PM and 8:00 PM
3. Three (3) cleanings/day: First cleaning between the operating hours of 10:00 AM and 12:00 PM; second cleaning between the operating hours of 12:00 PM and 4:00 PM; and third cleaning between the operating hours of 6:00 PM and 8:00 PM
4. As noted herein the vendor is responsible for locking up the comfort station in the evening between 6:00 PM and 8:00 PM. The vendor shall start the first comfort station cleaning at 6PM and then immediately proceed to the next comfort station until all of the comfort stations are cleaned and locked up. The Chamber of Commerce shall be cleaned last. The Town will provide the vendor with keys for each of the comfort stations.

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

All Areas

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2 – Minimum Performance Criteria

1. Cleaning and Disinfection of all Fixtures

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

2. Cleaning and Disinfection Of Handrails

- a. Clean and disinfect all handrails.

3. Restrooms

Restroom cleaning and disinfection

3.1. Each cleaning of restrooms to include the following:

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

4. Equipment supplies Responsibilities:

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

CHECKLISTS

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

Comfort Station Cleaning Checklist

Date:

Start Time:

Comfort Station:

Cleaning (circle one):

Morning Afternoon Evening

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

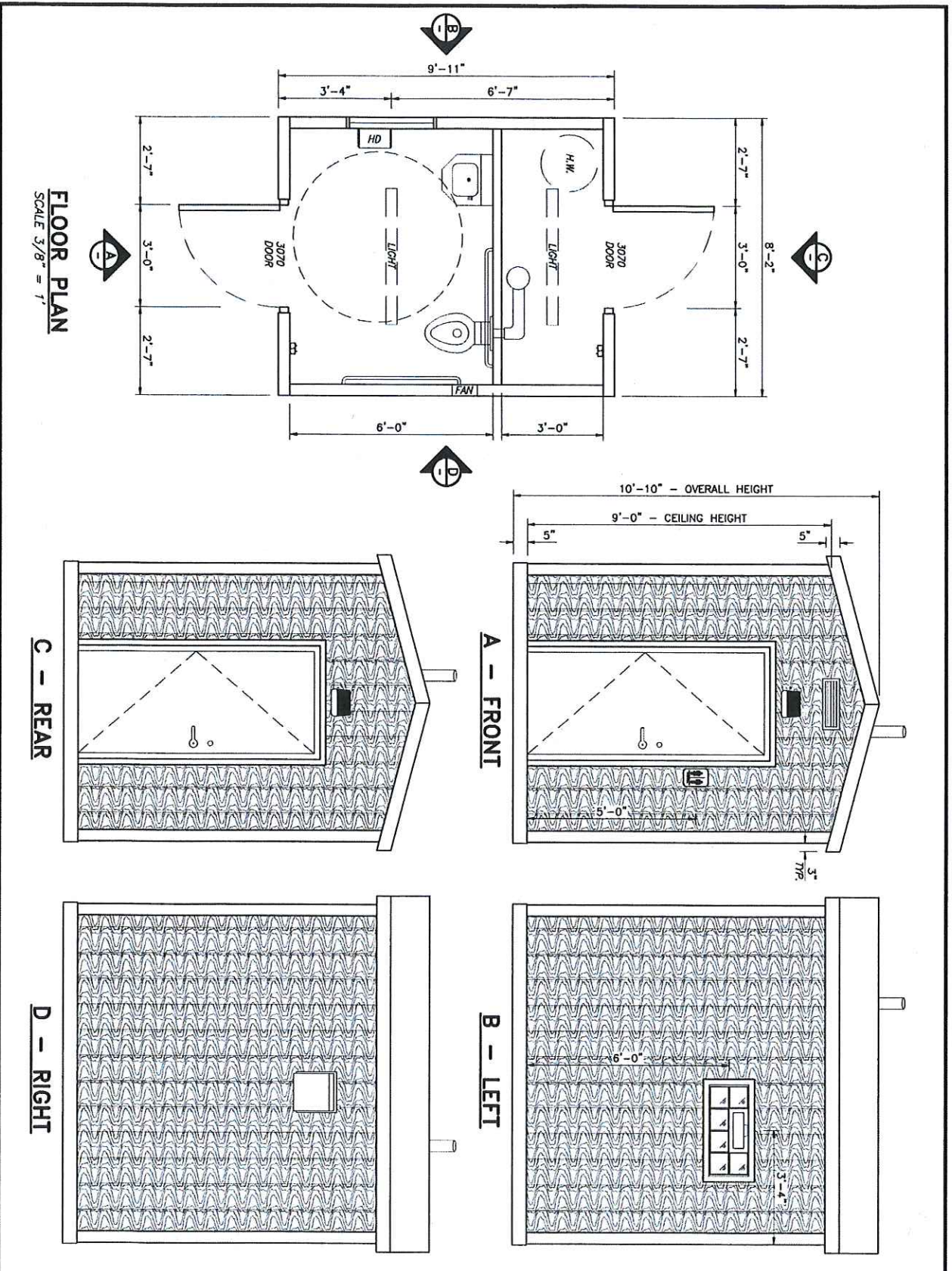
Completion Time:

Printed Name:

Signature:

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

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



FLOOR PLAN
SCALE 3/8" = 1'

C -- REAR

D -- RIGHT

A -- FRONT

B -- LEFT

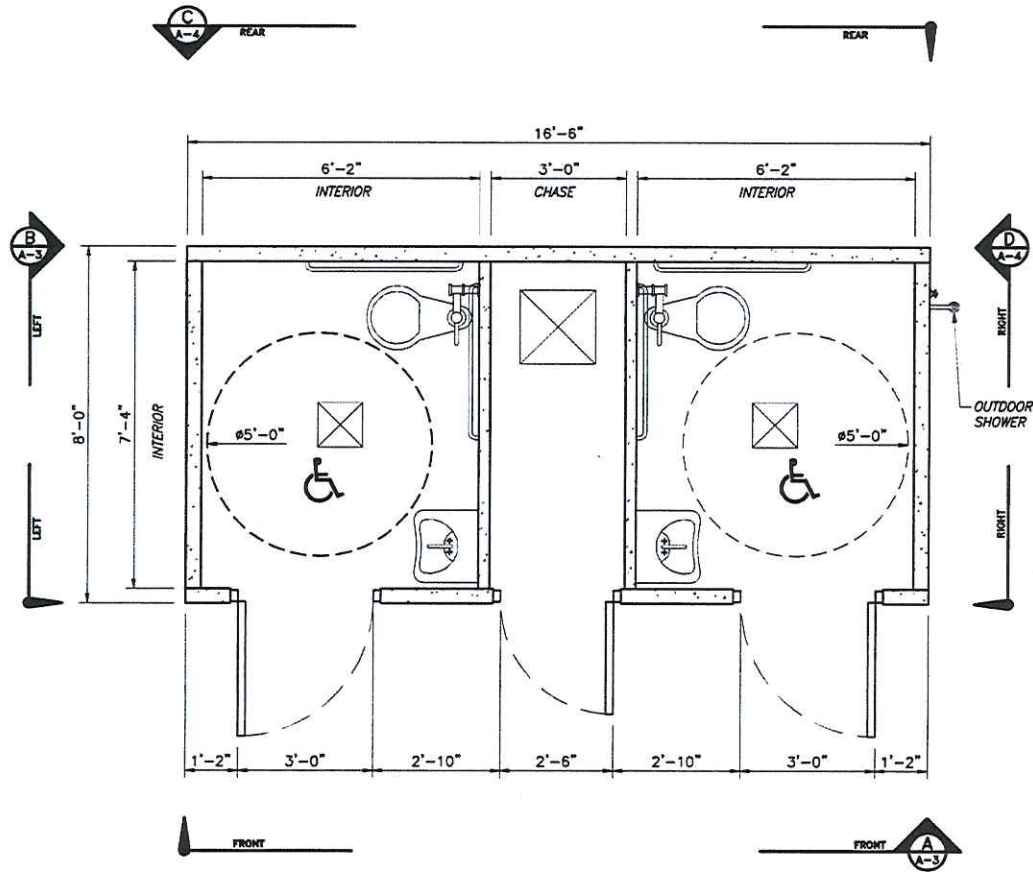
<p>New England's Premier Precaster 800-696-7432 (SHEA) www.kconcrete.com 773 Salem Street - Wilmington, MA 155 Conventry Hwy - Rochester, MA 87 Hornhill Road - Weymouth, MA 160 Old Temple Rd - Holliston, MA PO Box 520 - Weymouth, MA 01987</p>		<p>3118 CULLETT RD PO Box 400 Midvale, VA 22728 www.kconcrete.com</p>	<p>EAST SETT WORLDWIDE</p>	<p>3rd Party Inspection Agency ASKA 15 Springwood Middletown, MA 02346 508-946-3561</p>	<p>McGINNIS & ASSOC. STRUCTURAL ENGINEERS 1110 Westmark Drive St. Louis, MO 63131 314-855-1224</p>	<p>PRELIMINARY - NOT FOR CONSTRUCTION</p>	<p>DATE: 08/17/15 REV: 1 (ISSUED) BY: MAF</p>	<p>Project: UNISEX RESTROOM ALLEN HARBOR BOAT LAUNCH AREA 343 LOWER COUNTY RD HARWICH, MA 02645</p>	<p>Drawing Title: FLOOR PLAN & ELEVATIONS</p>	<p>Drawn By: MAF Issue Date: 08/18/2015 Scale: AS NOTED Sheet No.: A-1</p>
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Exhibit 3 - Representative Two Stall Floor Plan

-Community Center, Long Pond & Pleasant Street Beach

-Red River & Earle Road Beach are similar

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



FLOOR PLAN

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

SHEA
 CONCRETE PRODUCTS
 New England's Premier Precaster
 800-696-7432 (SHEA)
 www.sheaconcrete.com
 773 Salem Street-Wilmington, MA
 153 Cranberry Hwy-Rochester, MA
 67 Haverhill Road-Amesbury, MA
 160 Old Turnpike Rd-Nottingham, NH
 PO Box 520-Wilmington, MA 01887



EASSET
 WORLDWIDE
 5119 CATLETT Rd
 PO Box 400
 Midland, VA
 22728
 WWW.easset.com

Seal

McGINNIS & ASSOC.
 STRUCTURAL ENGINEERS
 1110 Westmark Drive
 Saint Louis, MO 63131
 314-835-1224

Third Party Inspection Agency
 ASAP Engineering & Design Co.
 155 East Grove Street
 Middleborough, MA 02346
 508-946-3561

Date	Description	Rev.	By.
01/08/14	FOR APPROVAL		MAF

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

Drawing Title
FLOOR PLAN

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

CONTRACT

AGREEMENT FOR COMFORT STATION JANITORIAL SERVICES

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Partner Solutions General Contracting Corp., with an address of 265 Franklin Street, Suite 1702, Boston, MA 02110 hereinafter referred to as "Contractor", effective as of the _____ day of May, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Comfort Station Janitorial Services, as set forth in the Comfort Station Janitorial Services Invitation for Bid, the Bid Form and the Bid Form/Alternative for 2 cleanings/day which is included as Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing May 28, 2021 through October 12, 2021.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$51,587.39. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

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

Automobile Liability

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

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Umbrella Policy

General Liability:	\$1,000,000
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Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

46-1451781

Social Security Number or
Federal Identification Number

Partner solutions General Contracting Corp

Signature of Individual or
Corporate Name

By: Leonardo Sousa
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By Leonardo Sousa

by its Board of Selectmen

Leonardo Sousa

Printed Name

President

Title

Approved as to Availability of Funds:

Carol Coppola

(\$51,587.39)

Town Accountant

Contract Sum

11914212/545000

ATTACHMENT A

TOWN OF HARWICH
COMFORT STATION JANITORIAL SERVICES
Bid Form

The above referenced company agrees to furnish Comfort Station Janitorial Services as indicated in these specifications for the Price indicated below.

For May 28, 2021 – October 12, 2021:

\$ 43,106.66 2 Cleanings/day

~~\$ 51,874.74 3 Cleanings/day~~

Partner Solutions General Contracting Corp.

Company Name

265 Franklin St. Ste. 1702

Address

Boston, Ma 02110

617-553-4862

Telephone #

Alternate Contact Name/Number

 **PRESIDENT**

Authorized Signatory & Title

Leonardo Sousa

Printed Name

Corporate Seal



TOWN OF HARWICH
COMFORT STATION JANITORIAL SERVICES
Bid Form / Alternative

The above referenced company agrees to furnish Comfort Station Janitorial Services as indicated in these specifications for the indicated below.

For May 28,2021 – October 12,2021:

\$ 8,480.73 2Cleaning /day
~~\$ 11,019.91 3Cleaning / day~~

Partner Solutions General Contracting Corp.
Company Name

 **PRESIDENT**
Authorized Signatory & Title

265 Franklin St. Ste # 1702

Leonardo Sousa
Printed Name

Boston, Ma 02110

Address

617.553-4862 Alternative Contact Number
Telephone#

Corporate Seal

TOWN OF HARWICH COMFORT STATION JANITORIAL SERVICES

SCOPE OF SERVICES AND SPECIFICATIONS

Purchase Description/Scope of Services

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

Contract Term Length

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

The contract period is for the 2021 beach season (terminating the day after Columbus Day). The Town anticipates a 05/28/2021 start date; however, the actual period will be determined as mutually agreed upon between the Town and successful respondent.

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

Bid Form

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

Site Visit (optional)

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

Substitutions

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

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

Work Schedule, Time Limits, and Notice to Proceed

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

Additional Information or Specifications

Attachment A Bid Form

Exhibit 1 General Conditions and Provisions

Exhibit 2 Minimum Performance Requirements

Exhibit 3 Cleaning Checklist

Exhibit 4 Single Stall Comfort Station Representative Floor Plan

Exhibit 5 Two Stall Comfort Station Representative Floor Plan

Exhibit 6 Contract

EXHIBIT 1 – General Conditions and Provisions

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

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

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

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

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

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

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

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

Security. The Contractor shall be responsible for use of all access keys issued. Under no circumstances shall Contractor's employees admit anyone to areas controlled by key in their possession. All doors and windows shall be closed and locked upon completion of cleaning operations. All areas shall be double-checked by the on-site cleaning supervisor at end of shift to verify the areas are secured. The Contractor shall not duplicate any keys under any circumstances.

Inspection. The Contract Manager or his/her designee will conduct periodic inspections of the work. Inspections can occur weekly or on a daily basis depending on any issues that arise with the quality of the work. The Contractor's Supervisor shall be available upon request, for joint inspections with the Contract Manager. The Contractor's Supervisor is required to perform and record daily inspections utilizing an approved checklist for all areas and must leave the inspection form for the Contractor Manager to view the next morning.

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

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

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

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

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Wychemere Harbor (single stall)-1 cleaning per day
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Brooks Park North (two stall) add/alt -2 cleaning per day
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Whitehouse Field (two stall) add/alt-1 cleaning per day on game days

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1. One (1) cleaning/day: between the hours of 10:00 AM and 2:00 PM
2. Two (2) cleanings/day: First cleaning between the operating hours of 10:00 AM and 2:00 PM and second cleaning between the operating hours of 6:00 PM and 8:00 PM
3. Three (3) cleanings/day: First cleaning between the operating hours of 10:00 AM and 12:00 PM; second cleaning between the operating hours of 12:00 PM and 4:00 PM; and third cleaning between the operating hours of 6:00 PM and 8:00 PM
4. As noted herein the vendor is responsible for locking up the comfort station in the evening between 6:00 PM and 8:00 PM. The vendor shall start the first comfort station cleaning at 6PM and then immediately proceed to the next comfort station until all of the comfort stations are cleaned and locked up. The Chamber of Commerce shall be cleaned last. The Town will provide the vendor with keys for each of the comfort stations.

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

All Areas

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2 – Minimum Performance Criteria

1. Cleaning and Disinfection of all Fixtures

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

2. Cleaning and Disinfection Of Handrails

- a. Clean and disinfect all handrails.

3. Restrooms

Restroom cleaning and disinfection

3.1. Each cleaning of restrooms to include the following:

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

4. Equipment supplies Responsibilities:

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

CHECKLISTS

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

Comfort Station Cleaning Checklist

Date:

Start Time:

Comfort Station:

Cleaning (circle one):

Morning Afternoon Evening

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

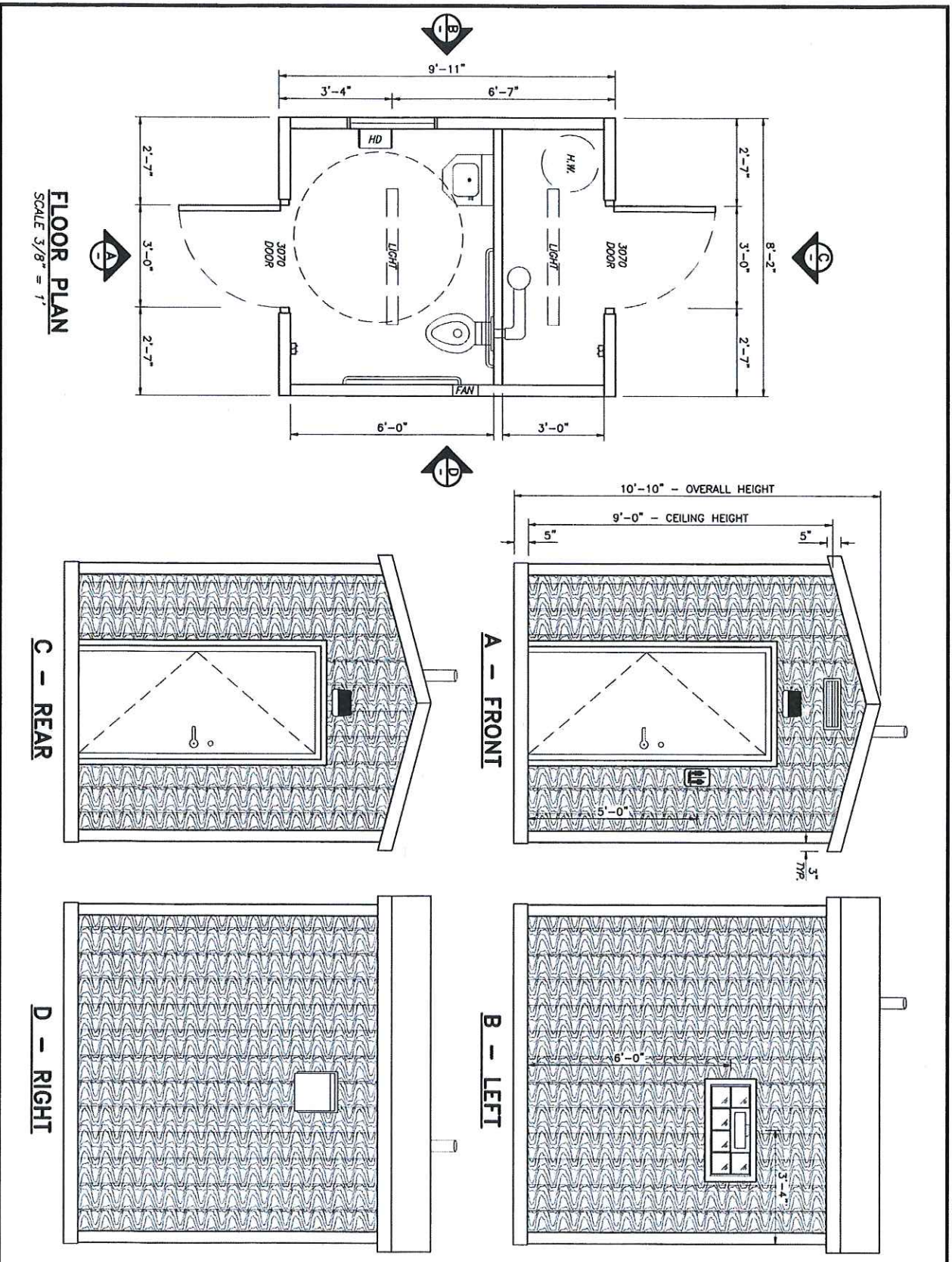
Completion Time:

Printed Name:

Signature:

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

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



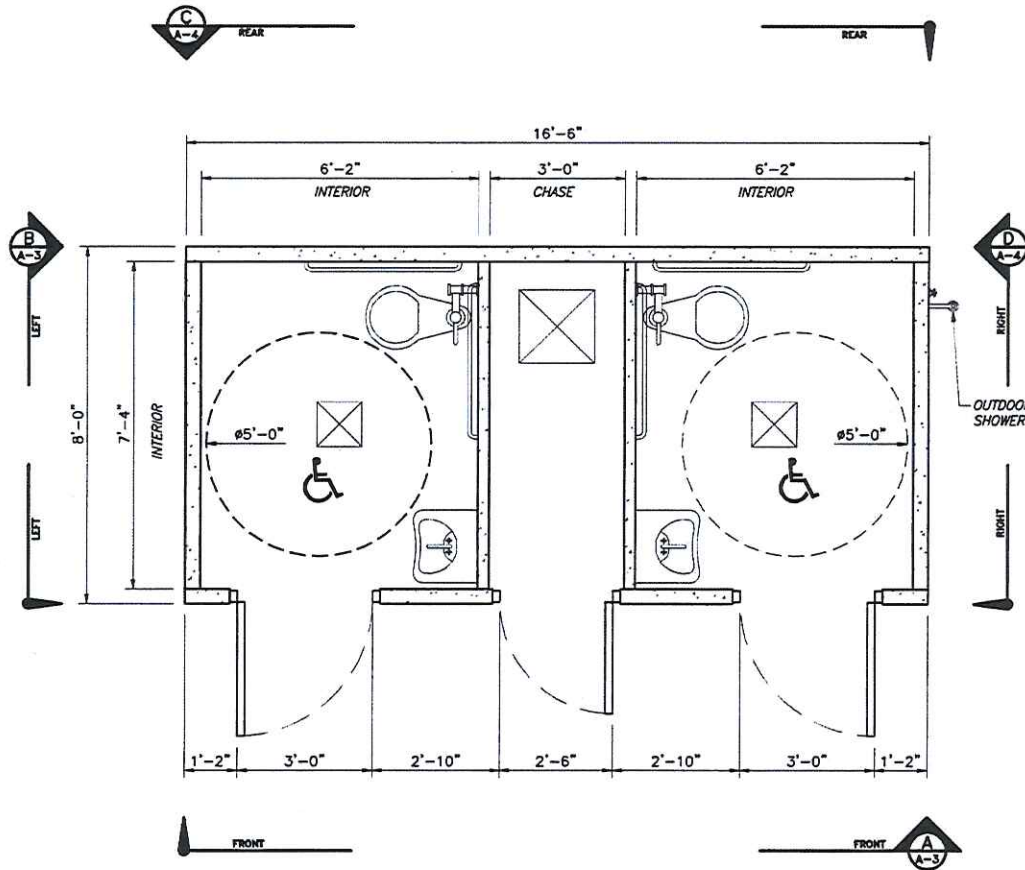
<p>KISHA CONCRETE PRODUCTS</p> <p>New England's Premier Precaster 800-696-7432 (SHEA) www.alphconcrete.com</p> <p>713 Salem Street - Wilmington, MA 153 Conventry Park - Northampton, MA 87 Acorn Hill Road - Northampton, MA 160 Old Temple Rd - Northampton, MA PO Box 520 - Northampton, MA 01067</p>	<p>MPCER MANUFACTURING PROCESSING CENTER</p> <p>5118 CANTLET RD PO Box 400 Madison, VA 22726 www.mpcer.com</p>	<p>EAST SIDE WORLDWIDE</p> <p>5118 CANTLET RD PO Box 400 Madison, VA 22726 www.eastworld.com</p>	<p>PRELIMINARY - NOT FOR CONSTRUCTION</p>	<p>MAGINNIS & ASSOC. STRUCTURAL ENGINEERS 1110 Westmore Drive Suite 100 Londonderry, MA 02515 514-853-1224</p>	<p>Third Party Inspection Agency ASH 152 East Green Street Middletown, MA 02346 508-946-3561</p>	<p>DATE</p> <p>08/17/13</p>	<p>DESCRIPTION</p> <p>REVISED</p>	<p>REV. BY</p> <p>MAF</p>	<p>PROJECT</p> <p>9'-11" x 8'-2" x 10'-10" h UNISEX RESTROOM ALLEN HARBOR BOAT LAUNCH AREA 343 LOWER COUNTY RD HARWICH, MA 02645</p>	<p>Drawing Title</p> <p>FLOOR PLANS & ELEVATIONS</p>	<p>Drawn By: MAF</p> <p>Issue Date: 08/18/2015</p>	<p>Scale: AS NOTED</p> <p>Sheet No: A-1</p>
						<p>PREPARED BY: MAF FOR CONSTRUCTION</p>	<p>DATE</p> <p>08/17/13</p>	<p>DESCRIPTION</p> <p>REVISED</p>	<p>REV. BY</p> <p>MAF</p>			

Exhibit 5 - Representative Two Stall Floor Plan

-Community Center, Long Pond & Pleasant Street Beach

-Red River & Earle Road Beach are similar

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



FLOOR PLAN

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



New England's Premier Precaster
 800-696-7432 (SHEA)
 www.sheaconcrete.com
 773 Salem Street-Wilmington, MA
 153 Cranberry Hwy-Rochester, MA
 87 Haverhill Road-Amesbury, MA
 160 Old Turnpike Rd-Northingham, NH
 PO Box 520-Wilmington, MA 01887



EASSET WORLDWIDE
 5118 CATLETT Rd
 PO Box 400
 Midland, VA
 22728
 WWW.easet.com

Seal

McGINNIS & ASSOC.
 STRUCTURAL ENGINEERS
 1110 Westmark Drive
 Saint Louis, MO 63131
 314-835-1224

Third Party Inspection Agency
 ASAP Engineering & Design Co.
 155 East Grove Street
 Middleborough, MA 02346
 508-946-3561

Date	Description	Rev.	By.
01/28/14	FOR APPROVAL		MAF

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

Drawing Title
FLOOR PLAN

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

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

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

From: Meggan Eldredge, Assistant Town Administrator *ME*
Griffin Ryder, Town Engineer

RE: Contract with VHB, Inc. for Route 28 Saquatucket to Harwich Port Sidewalk
Design Engineering Services

Date: May 10, 2021

This memorandum corresponds to *Contracts Agenda Item C. Discussion and possible vote for the Board of Selectmen to execute a contract with Vanasse Hangen Brustlin, Inc. for Route 28 Saquatucket to Harwich Port Sidewalk Design Engineering Services for \$167,550.00*

As you will see from the attached materials, this item was procured in accordance with MGL, c. 30B. This contract is for the design services for the sidewalk project.

I recommend the Board's approval and execution of this contract.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Ryder, Griffin DEPARTMENT: Engineering

FUNDING SOURCE: Private Citizen Donation - \$250,000.00

Appropriated amount: \$250,000.00 Estimated cost: _____ Actual cost: _____
\$167,550.00

PROCUREMENT METHOD:

Engineering Services - Exempt from 30B

PURCHASE DESCRIPTION:

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

Engineering services for 25% design of the sidewalk from Saquatucket Harbor to Harwich Port per the attached VHB scope of services.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Carol Coppola Account # 13014212/530900/2
\$167,550.00 48C32039D33D434...

Approved to proceed: Town Administrator or Designee: 

Project Name: Route 28 Harwich Port Sidewalk TM Year and Article #: Private Donation Appropriation: \$ 250,000
 Low Bidder: Vanasse Hangen Brustlin, Inc. Bid Price: \$ 167,550

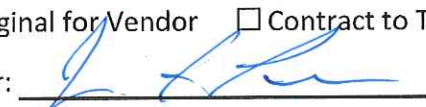
12/13/18 Revised Procurement Checklist

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

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

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder. N/A
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less. 130/4212/530 900/
- 2. Finance Director has signed that funds are available: Carl Cook Account # 0021
- 3. Please provide a single **copy of the bid packet** along with all supporting documents. N/A Engineering Services
- 4. Please use K-P Law provided standardized contracts.

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

Original for Accounting Original for Procurement Original for Vendor Contract to Treasurer's
 Signature of Town Administrator or Assistant Town Administrator: 

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

Summary of Project

The Town has been working diligently with the Cape Cod Commission, MassDOT and Vanasse Hangen Brustlin, Inc. (VHB) to advance the design and construction of the proposed sidewalk connecting Saquatucket Harbor to Harwich Port. Utilizing the preliminary design plans prepared by VHB, the Cape Cod Commission successfully prepared Project Need and Project Identification forms using MassDOT's online system. The project was subsequently approved by the MassDOT Project Review Committee (PRC) at the end of January. Following approval from the MassDOT PRC, the Cape Cod Joint Transportation Committee and the Cape Cod Metropolitan Planning Organization voted affirmatively and placed the project on the FY25 Transportation Improvement Project (TIP) schedule for construction. VHB has developed the attached scope and fee to advance the project to a 25% design level, consistent with the MassDOT TIP requirements. It is anticipated that Article 14 at the 2021 Annual Town Meeting will cover the remainder of the design fee and MassDOT will cover the construction cost.

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF HARWICH, MASSACHUSETTS
AND
VANASSE HANGEN BRUSTLIN, INC.
FOR ROUTE 28 SIDEWALK DESIGN
FROM SAQUATUCKET HARBOR TO HARWICH PORT**

THIS AGREEMENT made this _____ day of May, 2021 between Vanasse Hangen Brustlin, Inc., a Massachusetts corporation with a usual place of business at 101 Walnut Street, Watertown, MA 02471, hereinafter called the "ENGINEER," and the Town of Harwich, MA, acting by its Board of Selectmen, with a usual place of business at Harwich Town Hall, 732 Main Street, Harwich, 02645 hereinafter called the "TOWN".

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a lump sum of \$167,550.00, subject to any additions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$167,550.00 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence upon execution of the contract and shall expire on June 30, 2022, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and as expeditiously as consistent with the standard of care and the orderly progress of the work. ENGINEER shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of the ENGINEER.

4. Performance of the Work

The ENGINEER shall supervise and direct the Work using the degree of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp or standard details. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates,

subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. Except as otherwise agreed to by the TOWN and the ENGINEER, all such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on a percentage of completion as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been

approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

- A. General Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused by the negligent or wrongful acts or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused by the negligent acts, negligent errors or negligent omissions of the ENGINEER or his employees, agents, subcontractors or representatives.

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other

benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

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

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default or such longer period of time as is reasonably necessary if the nature of the default is such that it cannot be cured within seven days provided the defaulting party is diligently and continuously prosecuting such cure to completion.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

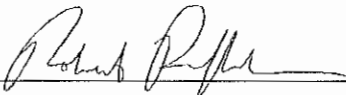
- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN, except that the ENGINEER may assign its right to collect payment as may be required by its lender agreements.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- C. Allocation of Risk: In recognition of the relative risks and benefits of the Project to both the TOWN and the ENGINEER, the risks have been allocated such that the TOWN agrees that to the fullest extent permitted by law, the ENGINEER's total liability in the aggregate to the TOWN and any persons or entities claiming by, through or under the TOWN, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, the ENGINEER's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed \$500,000 (five hundred thousand dollars).

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by the TOWN or ENGINEER, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

Vanasse Hangen Brustlin, Inc.:

TOWN OF HARWICH
by its Board of Selectmen Over \$50,000

By: 

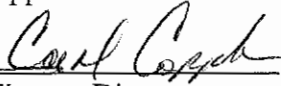
Name: Robert Penfield, PE
Type or Print

Title: Managing Director - Highway & Structures

by its Interim Town Administrator Up to
\$50,000

Interim Town Administrator

Approved as to Availability of Funds:

 (\$167,550.5)
Finance Director Contract Sum

13014212/530900/0021

519856/KOPE/0003

**EXHIBIT A
SCOPE OF SERVICES**

COMPENSATION – Fixed Labor Fee Plus Expense

1. The total estimated compensation for performing the Scope of Services described in detail in this Agreement, is estimated below:

VHB Fixed Labor Fee*	\$146,500.00
<u>Subconsultants</u>	
Survey-ROW Coordination (A-Plus Survey)	\$7,000.00
Geotechnical Services (LGCI)	\$9,550.00
Estimated Direct Costs	<u>\$4,500.00</u>
Total ESTIMATED COST	\$167,550.00

* Fixed Labor fee is defined as the fee for direct labor, overhead, and profit exclusive of direct costs.

2. The breakdown of the Fixed Labor Fee is as follows:

<u>Tasks</u>	<u>Estimated Labor Fees</u>
150 Environmental	\$6,800.00
220 Design Justification Workbook	\$13,200.00
300 25% Highway Design	\$60,600.00
350 Design Public Hearing	\$7,700.00
500 Right of Way	
VHB Fee	\$15,100.00
A-Plus Survey fee	(see Subconsultant fee)
600 Geotechnical Design	
VHB Fee	\$4,700.00
LGCI fee	(see Subconsultant fee)
700 Project Development - Structural	\$14,400.00
710 Sketch Plans – Structural	\$24,000.00
TOTAL ESTIMATED LABOR FEE	\$146,500.00

3. The total Fixed Labor Fee for services rendered in Tasks 150 through 710 will be invoiced monthly as a percentage of completion.

4. The ENGINEER will not exceed the total estimated Fixed Labor Fee or estimated direct costs as stated herein without the written approval of the CLIENT.
5. All direct costs (reimbursable expenses) for items such as printing, reproduction, supplies, photography, transportation, equipment rental, mail, deliveries, tolls will be invoiced to the CLIENT at cost. An initial upset limit for direct costs of \$4,500.00.
6. The CLIENT agrees to provide police services as required for all field activities such as survey and soil borings. The ENGINEER will coordinate its schedule with the local police services.
7. The ENGINEER will engage the services of sub-consultants for survey (A-Plus Construction) and geotechnical services (Lahlaf Geotechnical Consulting, Inc.).

SCOPE OF SERVICES

The CLIENT has retained VHB to provide preliminary engineering services for the design of sidewalk construction along Route 28 (Main Street). The CLIENT has secured construction funding assistance through MassDOT and as such, this agreement has been prepared to complete the design of the project to meet MassDOT design & submittal requirements for a federally funded project. The project involves the construction of a sidewalk along the south side of Route 28, including driveway crossings, reconstruction of existing crosswalks across Route 28 and boardwalk construction over a culvert carrying Cold Brook into Saquatucket Harbor. The following information provides a description of tasks for the development of the project, which includes the 25% design submittal to MassDOT.

PROJECT LIMITS

The project limits are as follows:

Route 28 from the intersection with Bank Street to the driveway for Saquatucket Harbor
Total Length of Project = 3,350 Feet (0.6 miles) including a boardwalk which spans 140 feet.

It is understood that the Scope of Services under this Agreement may be changed by actions of the CLIENTS, MassDOT and the Federal Highway Administration. Changes to the project scope may require additional compensation or adjustments to the VHB's fee.

SECTION 150 ENVIRONMENTAL

The following task descriptions included in this Section provide a basic description of the various actions to be taken in the environmental permitting process.

151 Early Environmental Coordination Design Submission Checklist

Complete the 25% Design Submission Checklist Early Environmental Coordination for Design Projects. This involves coordinating with local, regional, state, and federal resource agency staff has been completed. This effort provides project stakeholders with an opportunity to comment on the presence of environmental resources in the project area, their extent and potential significance.

152 Historic/Archaeology – Federal Section 106 and State Chapter 254

Provide information in accordance with the requirements of Section 2.4.2.5, *Environmental Requirements for Preliminary (25 Percent) Design Submission* of the *Project Development & Design Guide* as itemized in the 25% Design Submission Checklist Early Environmental Coordination for Design Projects.

154 Hazardous Materials Research/Review

Provide information generated in accordance with the requirements of Section 2.4.2.5, *Environmental Requirements for Preliminary (25 Percent) Design Submission* of the *Project Development & Design Guide* to the MassDOT Hazardous Materials Unit during its review.

156 National Environmental Policy Act / Massachusetts Environmental Policy Act (NEPA/MEPA) Determination

The design will be reviewed to determine if it exceeds the MEPA thresholds for an Environmental Notification Form (ENF) for public shade trees.

187 Impaired Waterbody Assessment and Water Quality Data Form

Determine if there are Impaired Waterbodies, as evaluated per the requirements of Section 303(d) of the Federal Clean Water Act, affected by highway runoff generated in the project area by completing the 25% Design portion of the Water Quality Data Form.

SECTION 220 DESIGN JUSTIFICATION WORKBOOK

The Federal Highway Administration (FHWA) has established 10 controlling criteria as defined in 23 CFR 625, which must be adhered to when designing a roadway improvement project. MassDOT has adopted this policy and applies the requirements of 23 CFR 625 to all projects regardless of funding source, and has added 4 additional controlling criteria. Chapter 2, Section 2.11 of the *Project Development and Design Guide* (Guidebook) and Engineering Directive E-20-001 describes the Design Justification Process in detail.

The Design Justification Workbook standardizes the preparation of Design Justifications and streamlines MassDOT's review process. The Design Justification Workbook shall follow the workbook template available on mass.gov.

221 Evaluate the Controlling Criteria

VHB will compare the recommended values of the controlling criteria of Chapter 2 of the Guidebook and E-20-001 to the proposed values. Develop narrative justification for each of the controlling criteria which do not meet recommended values and provide exhibits to illustrate the proposed design.

223 Complete and Certify the Workbook

VHB will complete the Design Justification Workbook by including a project description, executive summary, and all supplemental information as noted in the workbook template. Stamp and certify the Design Justification Workbook. This scope includes one submittal of the stamped workbook to MassDOT, addressing MassDOT comments and one resubmittal of the stamped workbook.

SECTION 300 25% HIGHWAY DESIGN SUBMISSION

301 Pre-25% Plan Development & Meeting

VHB will compile pre-25% design layout and limit of grading of the sidewalk, crossings of Route 28, and preliminary structural details of boardwalk crossing of culvert at Cold Brook/Saquatucket Harbor marsh land. VHB will submit the pre-25% materials to the CLIENT & MassDOT and provide written responses to comments provided on the materials. VHB will attend one meeting with the CLIENT & MassDOT to review the responses to comments & design details. Responses to comments will be finalized and plan updates will be distributed to the CLIENT and MassDOT.

302 Utility Coordination

VHB will coordinate with MassDOT regarding impacts to existing utility facilities and infrastructure. The proposed design will address impacts associated with accommodating both

existing and proposed utilities. VHB will provide a list of utility companies that may be affected by the proposed work, as part of the 25% submission.

After submittal of the 25% design plans and after review comments are received from MassDOT, VHB will attend 1 site walk with MassDOT & utility companies impacted by the work to review the proposed design against existing infrastructure. This site meeting is a requirement to clear the project for the Design Public Hearing.

303 Design Criteria/Proposed Design Memo

In lieu of a full MassDOT corridor design report VHB will prepare a memorandum documenting the project design criteria and proposed design including discussion of proposed crosswalks serving the sidewalk on the south side of Route 28, drainage improvements and details on the need for a boardwalk structure to cross Cold Brook. The memo will be included in the 25% submission documents.

305 Field Reconnaissance

VHB will perform site investigations to observe the general site conditions, traffic patterns, traffic management, potential detour routes, wetland and cultural resources, vegetation, proximity of abutters and other relevant features. It is anticipated that 1 site walk will be completed prior to the 25% design submittal.

307 Meetings and Liaison

VHB will attend two (2) coordination meetings with the CLIENT to discuss the project. Prepare and distribute minutes of the meeting.

309 Preliminary Horizontal Geometry

VHB will develop horizontal geometry of the sidewalk based on the proposed typical sections.

310 Preliminary Vertical Geometry & Grading

VHB will develop vertical geometry for the sidewalk at the connection to the boardwalk. Preliminary wheelchair ramp grading will be completed to determine layout of new curbing at crosswalks.

311 Cross Section Studies

VHB will conduct iterative horizontal and vertical geometry refinements for cross sections based on the interface with the proposed sidewalk cross-section and existing features. Include relevant features on abutting properties that would be affected by construction work.

312 Prepare Cross Sections

VHB will prepare cross sections to determine the tops and bottoms of slope. Evaluate the impacts to resource areas, trees, and neighborhoods. Evaluate slope impacts and the need for retaining walls and determine the limits of work at driveways.

313 Plot Proposed Layout and Easements

VHB will plot proposed alterations to existing layouts and proposed permanent or temporary easements, based on the limits of work determined by the cross sections.

315 Typical Sections

VHB will prepare representative typical sections for the sidewalk construction.

316 Construction Details

VHB will provide details of key features not satisfactorily described in the *Construction Standard Details*.

318 Preliminary Drainage and Utility Studies

VHB will investigate project impacts on existing surface and closed drainage systems. Establish preliminary limits of proposed open and closed drainage system improvements and outlet locations.

321 Signs and Pavement Markings

VHB will prepare preliminary sign and pavement marking plan.

322 Traffic Management

VHB will prepare preliminary temporary traffic control plans.

324 Constructability Review

VHB will review the proposed project so that the project does not present unusual matters that would unduly increase the cost the project or present potential scheduling delays during construction.

325 Quality Control (QC) Review

VHB will perform review of the quality and accuracy of the documents so that key aspects of the information to be presented to MassDOT are prepared in accordance with the

Guidebook, the *Standard Specifications for Highways and Bridges* and the most recent Supplemental Specifications, Standard Nomenclature and Engineering Directives.

326 Preliminary Construction Estimate

VHB will prepare a preliminary cost estimate using MassDOT's Weighted Average Bid Application (WABA). The estimate will be prepared with a level of detail commensurate with a 25% submittal.

327 Submission Checklists

VHB will prepare and submit the 25% Highway Design and Traffic Checklists.

328 Modifications and Revisions

VHB will revise the plans accordingly, prior to scheduling the public hearing, in order to properly present the nature and extent of the project to the public at the hearing.

329 Response to 25% Comments & Resolution Meeting

VHB will provide a written response to comments provided on the 25% submission materials. VHB will attend one meeting with the CLIENT & MassDOT to review and resolve questions on the responses to comments. Responses to comments will be finalized and distributed to the CLIENT and MassDOT. This resolution meeting is a requirement to clear the project for the Design Public Hearing.

SECTION 350 DESIGN PUBLIC HEARING

351 Hearing Preparation

VHB will prepare the presentation, graphics and other visual aids to display at the public hearing. Prepare a public hearing handout.

352 Design Public Hearing

VHB will attend the Design Public Hearing, present the project to the public and respond to questions. Assist MassDOT in preparing written responses to letters received from concerned individuals as a result of the hearing.

SECTION 500 RIGHT OF WAY

VHB shall prepare right of way plans as specified in the 2006 Project Development & Design Guide and the February 2020 MassDOT ROW Guidelines. Preliminary right-of-way plans shall be submitted prior to the 25 percent design approval and the public hearing.

501 Preliminary Right of Way Plans

VHB will engage the services of sub-consultant and surveyor of record, A-Plus Construction, for additional ROW research and services in compliance with the February 2020 MassDOT ROW Guidelines. A-Plus Construction will perform a site visit to check field conditions against the survey base plan, check and update ownership information, check and update base plan for property frontage as reported in deeds and review & stamp the preliminary ROW plans developed by VHB.

VHB will review the relationship between the limits of work necessary to satisfactorily construct the proposed improvements and the existing layout. Determine appropriate limits of alterations to existing layouts, takings, permanent easements, temporary easements, etc. Prepare Preliminary Right of Way (PROW) Plans in accordance with Chapter 18 of the 2006 Project Development & Design Guide and the February 2020 MassDOT ROW Guidelines. The Right of Way Plans include Title Sheet, Typical Sections, Parcel Summary Sheet, Location Maps and Property Plan Sheets.

This scope includes one PROW submittal to MassDOT accompanying the 25% design submittal, responding to MassDOT comments on the right of way plans and submitting one revised 25% PROW.

SECTION 600 GEOTECHNICAL DESIGN

Geotechnical services will be completed by LGCI, Inc. as a sub-consultant to VHB. The sub-consultant will perform the following:

The purpose of LGCI's services is to explore the subsurface conditions along the alignment of the proposed boardwalk and to provide foundation design and construction recommendations.

Based on LGCI's review of the local surficial geology, the subsurface conditions in the general area of the proposed boardwalk consist of swamp deposits. The likely natural sand deposits immediately beneath the swamp deposits are anticipated to be loose in the top few feet. Accordingly, we propose doing two (2) borings extending to depths of 35 to 40 feet each.

1. Permits – LGCI's drilling subcontractor will apply for a MassDOT permit. It is assumed that borings will be within the Route 28 right of way (ROW).
2. Utility Clearance LGCI will mark the boring locations in the field by taping the distances from the existing landmarks near the intersections. LGCI's drilling subcontractor will contact the utility clearance agency (Dig Safe Systems, Inc.) and the Town of Harwich for utility clearance. LGCI will not assume responsibility for damage to unmarked or mismarked underground features.
3. Soil Borings – LGCI will engage a drilling subcontractor to advance the borings described above. The drilling subcontractor will perform standard penetration tests (SPT) and will obtain split-spoon samples at 5-foot intervals and at perceived strata changes.

At the end of drilling, the boreholes will be backfilled with the drill cuttings and the ground surface in paved areas will be restored with asphalt cold patch. If an environmental condition is encountered in a boring, the drillers will halt the boring. Excess soil cuttings will be left onsite.

Assuming that the street opening permit includes no restrictions and that LGCI's drilling subcontractor can work for full 8-hour shifts, it is anticipated that the borings will be completed in one (1) day. If the drilling is restricted to off-peak traffic hours, the borings may extend into a second day.

4. Traffic Management – LGCI's drillers will implement a traffic management program consisting of road signs and cones. LGCI has not included in this proposal the cost of using a flashing arrow board or other traffic management devices.
5. Geotechnical Field Engineer – LGCI will provide a field engineer at the site to coordinate and observe the explorations, collect soil samples, and prepare field logs.
6. Geotechnical Letter Report – LGCI will prepare a letter report that summarizes the soil classification. LGCI's letter report will include:
 - Summary of the subsurface investigation methods used;
 - Description of the subsurface conditions;
 - LGCI's boring logs;
 - Plan showing boring and locations;
 - Depth to refusal, if encountered;
 - Groundwater data from the borings;
 - Feasibility of shallow foundation to serve as piers supporting the proposed boardwalk;
 - Deep foundation recommendation if needed, including helical piles, and other feasible pile options.
 - Seismic Design parameters in accordance with AASHTO 8.
 - Construction considerations including lateral earth support if needed, groundwater control, subgrade preparation.
7. Review MassDOT Comments – LGCI will review MassDOT comments and provide written responses. LGCI have budgeted 8 hours for this task.

LGCI's scope of services does not include an environmental assessment for the presence or absence of wetlands or analytical testing for hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site, or mold in the soil or in any structure at the site. Any statements regarding odors, colors, or unusual or suspicious items or conditions are strictly for the information of the CLIENT.

This proposal does not provide for LGCI to attend meetings or preparing specifications, reviewing contract documents, or providing construction services. Recommendations for unsupported slopes, stormwater management, erosion control, pavement design, and detailed cost or quantity estimates

are not included in LGCI's scope of work. LGCI's scope does not include environmental services. LGCI has not included performing field services in the scope.

VHB will prepare a boring location plan for LGCI's use, coordinate with LGCI on executing the borings and review MassDOT comments and coordinate with LGCI on responses per item 7 above.

SECTION 700 PROJECT DEVELOPMENT – STRUCTURAL

VHB shall establish the site parameters and constraints that will impact the design and construction of the boardwalk (also called "bridge" herein, interchangeably) structure through a field investigation, review of information related to the adjacent existing culvert and wall structures (if any), review of available hydraulic and scour data, geotechnical data, environmental information, and cultural resource information, hazmat information. VHB shall use this information to determine the most appropriate type of structure for the site that addresses these parameters and constraints to be pursued in the Final Bridge Design work.

701 Field Investigation

Conduct a field inspection to review the bridge site and adjacent conditions and establish project parameters and constraints. Evaluate the ground and river survey to determine the parameters for bridge design.

702 Determine Bridge Configurations

Collaborate with the highway/sidewalk designer to determine the vertical and horizontal alignments and typical cross-sections for the boardwalk. Determine a preliminary span length and vertical clearance. It is assumed that one typical span length of 8ft-10ft, repeated over the length of the boardwalk structure, will provide adequate clearances over the existing 36" diameter RCP culvert and the boardwalk will be offset from the existing wall structures so as not to impact the existing structures. Adjacent utilities will be considered and accommodated in the boardwalk configuration; it is assumed that the boardwalk will not carry any utilities directly.

703 Preliminary Structural Analysis

Perform a preliminary structural analysis to determine the approximate superstructure depth and beam layout.

704 Comparative Design and Cost Analyses

N/A (see Section 705)

705 Preliminary Structures Report Preparation – Abbreviated Memo

Prepare a Preliminary Structures Memorandum which evaluates those alternate boardwalk structure types that are appropriate to the site based on considerations of highway/sidewalk design parameters, traffic safety, impacts to surrounding properties and

environmentally sensitive areas, traffic management, constructability, and aesthetics. Conventional timber boardwalk configurations with various beam and pile layouts will be compared to a platform-style structure founded on a grade beam on the high side and piles on the lower side. Preliminary cost estimates will be included for the alternatives. The memorandum will include a recommendation based on the parameters listed above; cost will only be used to select between alternatives that have been determined to be equally appropriate to the site based on the other parameters.

706 Bridge Type Selection Worksheet Preparation

N/A (See Section 705)

707 Meetings and Liaison

Attend one (1) meeting with MassDOT during the preparation of the type study report to advance the work. Respond to MassDOT review comments.

708 Hydraulics Study and Report (Bridges over Water)

N/A. Hydraulics within the existing culvert below are assumed not to be impacted by this project and therefore no hydraulics report will be included in this scope of work.

SECTION 710. SKETCH PLANS

711 Establish Boring Locations

Determine the locations for the proposed boardwalk borings based on an approved structure type. Coordinate the boring program and the geotechnical design with MassDOT's Geotechnical Section. Prepare the boring location plans.

713 Sketch Plan Development

Prepare sketch plans in accordance with the MassDOT *Bridge Manual*. Submit review copies together with the foundation report to MassDOT. Check to ensure that the proposed design and construction staging plan addresses the cost and scheduling impacts associated with accommodating both existing and proposed utilities. Review the boring logs and foundation reports. Perform geometric design calculations.

714 Meetings, Coordination and Liaison

Participate in one (1) MassDOT Sketch Plan review meeting. Prepare responses to agency comments and plan revisions, as necessary. Provide coordination during the soils testing program and prior to the preparation of the soils and foundation reports being provided by the geotechnical staff or a subconsultant.

715 Constructability Review

Review the design of the proposed structure to ensure that the structure does not present any unusual matters that would unduly increase the cost the project or present potential scheduling delays during construction resulting in claims for extra work. Particular attention must be given to the proposed construction staging and available right of way.

716 Submission Checklist

Prepare and submit Bridge Section Checklist.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Traffic data collection.
- Road Safety Audit (RSA)
- Design beyond the 25% submittal, MassDOT comment resolution meetings or utility coordination meetings beyond the scope defined in Section 300.
- Evaluation, analysis or reports on hydraulics and structural adequacy of existing culverts and storm pipes
- Major drainage studies and design of major storm drains. It is assumed that the proposed drainage will be connected to existing drainage lines and that no major drainage study or design beyond the limits of work will be required.
- Evaluation, analysis or reports on existing structures including bridges, culverts and retaining walls.
- In accordance with Land Court procedures, preparation of right-of-way plans, layout plans, taking plans, and descriptions involving the alteration of Land Court parcels.
- Investigation, identification testing, or analysis of hazardous waste issue.



EXHIBIT B

Vanasse Hangen Brustlin, Inc. HOURLY BILLING RATES

Effective April, 2020

<u>BILLING CODE</u>	<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
260	Technical/Professional 26	\$275
250	Technical/Professional 25	\$275
240	Technical/Professional 24	\$265
230	Technical/Professional 23	\$245
220	Technical/Professional 22	\$230
210	Technical/Professional 21	\$225
200	Technical/Professional 20	\$215
190	Technical/Professional 19	\$205
180	Technical/Professional 18	\$195
170	Technical/Professional 17	\$185
160	Technical/Professional 16	\$180
150	Technical/Professional 15	\$175
140	Technical/Professional 14	\$165
130	Technical/Professional 13	\$155
120	Technical/Professional 12	\$145
110	Technical/Professional 11	\$140
100	Technical/Professional 10	\$130
090	Technical/Professional 09	\$125
080	Technical/Professional 08	\$115
070	Technical/Professional 07	\$105
060	Technical/Professional 06	\$90
050	Technical/Professional 05	\$85
040	Technical/Professional 04	\$75
030	Technical/Professional 03	\$60
020	Technical/Professional 02	\$50
010	Technical/Professional 01	\$40
350	Technical/Support 5	\$80
340	Technical/Support 4	\$70
330	Technical/Support 3	\$60
320	Technical/Support 2	\$50
310	Technical/Support 1	\$40
500	Court Testimony Starts at	\$315

Reimbursable and sub-consultant expenses are billed at cost



CHARLES D. BAKER
Governor

Office of the Governor Commonwealth of Massachusetts

State House
Boston, Massachusetts 02133
Tel: (617) 725-4000

KARYN E. POLITO
Lieutenant Governor

April 1, 2021

Chief David LeBlanc
Harwich Fire Department
175 Sisson Road
Harwich, MA 02645

Dear Chief LeBlanc,

Congratulations! I am pleased to inform you that the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the Harwich Fire Department \$12,172 in State Fiscal Year 2021 funding for the Firefighter Safety Equipment Grant Program.

Despite the extraordinary obstacles that the last year has brought, the fire service in Massachusetts has continued to protect the citizens of Massachusetts with remarkable consistency and expertise. We would like to thank you and all of the members of your department for your dedication to keeping the public safe during this challenging period in our history.

The contract, terms and conditions, and other award documents for this program will be provided to you by DFS. Please contact Tim Moore at DFS with any questions about this award at 978-567-3721 or Timothy.Moore@mass.gov.

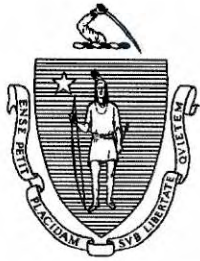
Sincerely,

Handwritten signature of Charles D. Baker in blue ink.

Governor Charles D. Baker

Handwritten signature of Karyn E. Polito in blue ink.

Lt. Governor Karyn E. Polito



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LT. GOVERNOR

THOMAS A. TURCO, III
SECRETARY

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

(978) 567-3100 Fax: (978) 567-3121

www.mass.gov/dfs



PETER J. OSTROSKY
STATE FIRE MARSHAL

April 1, 2021

Chief David LeBlanc
Harwich Fire Department
175 Sisson Road
Harwich, MA 02645

Dear Chief LeBlanc,

I am pleased to provide you with a Commonwealth of Massachusetts Standard Contract Form, Authorized Signature Form, and Grant Agreement Scope of Work and Budget for your FY21 Firefighter Safety Equipment Grant award. Please sign and return original copies of these three documents to Tim Moore at the Department of Fire Services (DFS) address above. The Standard Contract Form Instructions and Commonwealth Terms and Conditions, which are incorporated by reference into this contract, may be found at www.macomptroller.org/forms. As a reminder, equipment orders may not be placed until this contract has been fully executed by DFS and your department. DFS will provide you with a copy of the fully executed contract and provide specific direction to proceed when your contract has been executed.

The funds for this program will be dispersed on a reimbursement basis. Once you have received your equipment and paid the vendor(s), reimbursement requests may be submitted to DFS by submitting the following documents to OPS.DFS-TM-Grants@mass.gov:

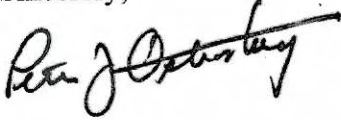
- Completed Final Report Template.
- Copy of invoice(s) with detailed description of all eligible costs.
- Proof of payment to the vendor(s) (check copy or other official financial system record).

Please make every effort to ensure your equipment is delivered to your department by the June 30, 2021 deadline. If you place an order and are told by the vendor that delivery will not occur prior to that deadline, please contact DFS immediately at OPS.DFS-TM-Grants@mass.gov so that we can assist you with a performance period extension. If you have any questions during the grant performance period, please contact Tim Moore at 978-567-3721 or OPS.DFS-TM-Grants@mass.gov.

Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy

This program is an excellent opportunity to improve the health and safety of firefighters across the Commonwealth, and I am grateful that we are able to provide this vital equipment to your department during such challenging times.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter J. D'Amico". The signature is written in a cursive style with a long horizontal stroke extending to the right.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Harwich (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 732 Main St, Harwich, MA 02645		Business Mailing Address: P.O. Box 1025, Stow MA 01775	
Contract Manager: Chief David J. LeBlanc	Phone: 508-430-7546	Billing Address (if different):	
E-Mail: d.leblanc@harwichfire.com	Fax: 508-432-5685	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000191822		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-1000-2021FFEQHARWICH00000	
		RFR/Procurement or Other ID Number: BD-21-1021-DFS-DFS01-56872	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (Includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$12,172.00.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY2021 Firefighter Safety Equipment Grant; This contract is for funds awarded under the Department of Fire Services' FY21 Firefighter Equipment Grant, in accordance with the FY21 Grant Application, and attached Grant Agreement Scope of Work and Budget. Funds for this program will be disbursed on a reimbursement basis only.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2021 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Peter J. Ostroskey</u> Print Title: <u>State Fire Marshal</u>	

Department of Fire Services and Town of Harwich
FY21 Firefighter Equipment Grant Agreement Scope of Work and Budget

Authorization: This grant is awarded by the Department of Fire Services' FY21 Firefighter Safety Equipment grant program for the purchase of firefighter safety equipment in accordance with line item 8324-2000 of Chapter 151 of the Acts of 2020.

Grant Manager: The MA Department of Fire Services and the grantee will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the grantee to ensure successful completion of the grant, will consult with the grantee to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The grantee's grant manager will serve as the interface between the MA Department of Fire Services and all grantee personnel participating in this program, will maintain the Scope of Work and Budget in consultation with the MA of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The grantee's grant manager is Chief David J. LeBlanc who can be reached: at 732 Main St, Harwich, MA 02645, email: d.leblanc@harwichfire.com. The MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Period of Performance: **Approved expenditures may not be made until a contract has been executed between DFS and the grant recipient.** Expenses incurred prior to the complete execution of a contract by both the Grantee and DFS **will not** be eligible for reimbursement through this program. Do not incur costs until you have received a signed contract with DFS signature and approval.

Grant recipients must take delivery of equipment no later than June 30, 2021.
Reimbursement requests must be submitted no later than July 23, 2021. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2021.

Grant Project Description and Budget: The funds may not be used to serve as a match for a federal grant. The funds may not be used for construction and all applicable local and state

procurement requirements must be adhered to in the use of the grant funds. The grant funds must be used to purchase the following approved firefighter safety equipment.

Grant Award:

<i>Department</i>	<i>Description of allowable Equipment</i>
Harwich Fire Department	Combustible Gas Detector PPV Fan
Total Award	\$12,172.00

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a “material” change in the contract. “Material” changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be done retroactively and must be done prior to the grant end date.

Reimbursement Request Process: The MA Department of Fire Services will disburse funds on a cost reimbursement basis. The Grantee must submit a Final Grant Report, using the attached DFS Programmatic Summary Form and DFS Financial Summary Form, to the DFS grant manager detailing the equipment that was purchased, how it was deployed within the fire department, and the benefit(s) realized through the funding before a reimbursement payment will be processed. This Final Grant Report shall serve as the invoice for reimbursement and must be accompanied by proper supporting documentation.

The final deadline for submission of these reports is July 23, 2021. Reimbursement payments will be made approximately 45 days from receipt of complete and accurate forms and complete and accurate associated supporting documentation.

All costs requested for reimbursement must be listed on the DFS Financial Summary Form. The following reimbursement supporting documentation must also be included with this form:

1. itemized invoice(s) listing all items purchased;
2. proof of payment, such as
 - a. a cancelled check OR
 - b. invoice marked paid and signed by the City/Town fiscal officer OR
 - c. warrant marked paid and signed by the City/Town fiscal officer.
3. proof of payment must include:
 - a. vendor name,
 - b. date paid,
 - c. amount paid,
 - d. warrant number or check number.

DFS is committed to timely and accurate programmatic reporting and reimbursement of grant expenditures. DFS encourages all grantees to participate in periodic training workshops or refer to DFS Common Grant Frequently Asked Question (FAQ) guidance for assistance in completing Final Reports.

Grant Extensions: Grant recipients may request a single performance period extension if extenuating circumstances beyond the control of the recipient (backordered equipment, supply chain disruptions, vendor errors, etc.) will prevent equipment from being delivered on or before June 30, 2021. Extensions for these purposes must be submitted to the DFS grant manager by email no later than June 15, 2021. Approval of extension requests is at the sole discretion of DFS. A formal signed contract amendment is the only method allowed to approve a date extension. No extensions beyond October 31, 2021 will be approved.

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with any portion of the terms of the FY21 Firefighter Safety Equipment Application, the executed Standard Contract Form, and the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS.

Records Management: The grantee shall maintain records in accordance with state grant regulations 815 CMR 2.08 which shall include but is not limited to "... maintain records, books, files and other data as specified in a contract and in such detail as shall properly substantiate claims for payment under a contract, for a minimum retention period of seven years beginning on the first day after the final payment under a contract, or such longer period as is necessary for the resolution, of any litigation, claim, negotiation, audit or other inquiry involving a contract..."

Approved by:

Town of Harwich

Print Name and Title

Date

Approved by:

Department of Fire Services

Peter J. Ostroskey, State Fire Marshal

Date

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.ma.comptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Harwich Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Technology Services and Security MMARS Department Code: ITD	
Legal Address: (W-9, W-4): 175/183 Sisson Rd., Harwich, MA 02645		Business Mailing Address: One Ashburton Place, Room 804, Boston, MA 02108	
Contract Manager: David Leblanc	Phone: 508-430-7546 ext 4800	Billing Address (if different):	
E-Mail: d.leblanc@harwichfire.com	Fax:	Contract Manager: Matthew E. Moran	Phone: 617-626-4400
Contractor Vendor Code:		E-Mail: Matthew.E.Moran@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-ITD-2021HARWICHPOLICE912	
		RFR/Procurement or Other ID Number: CoMIRS Radio Upgrade Grant Award Number: FY2021-013-08/ PCR-21-00912	
<u> </u> NEW CONTRACT		<u> </u> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$163,023.79			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Award Summary: 40 Replacement Portables, 69 Replacement Mobiles, 11 Upgrades. This contract is for the disbursement of grant funds pursuant to the CoMIRS Radio Upgrade Grant as authorized by the Executive Office of Technology Services and Security (EOTSS) acting through its CoMIRS Program Management Office (PMO). Disbursement of these grant funds is made in strict accordance with the CoMIRS Radio Upgrade Grant Notice and Guidelines, the Contractor's Grant Application and Award Letter and the Interdepartmental Service Agreement executed by and between the Executive Office of Public Safety and Security and EOTSS, dated August 29, 2018 and amended March 18, 2020. Grant funds shall be for the replacement of subscriber units, the upgrade of subscriber units and/or the purchase of other related equipment purchased with a 'specifically delineated grant allocation', as detailed in the Contractor's Application and authorized by the CoMIRS PMO. Expenditure of grant funds shall, at all times, be in compliance with the terms, provisions, and conditions of the CoMIRS Radio Upgrade Grant Notice and Guidelines, the Contractor's Grant Application and Award Letter. All purchases must be executed between the start date and end date of this contract. Although the Contractor may schedule the purchase and/or delivery of grant supported equipment in a sequence that will facilitate an organized and well-managed process, the Contractor also acknowledges the CoMIRS PMO's desire to deploy grant supported equipment as quickly as possible.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of April 12, 2021 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2022 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: David Leblanc

Print Title: Chief of Fire Department

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Curtis Wood

Print Title: Secretary, EOTSS

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: Town of Harwich Fire Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Technology Services and Security MMARS Department Code: ITD	
Legal Address: (W-9, W-4): 175/183 Sisson Rd., Harwich, MA 02645		Business Mailing Address: One Ashburton Place, Room 804, Boston, MA 02108	
Contract Manager: David Leblanc	Phone: 508-430-7546 ext 4800	Billing Address (if different):	
E-Mail: d.leblanc@harwichfire.com	Fax:	Contract Manager: Matthew E. Moran	Phone: 617-626-4400
Contractor Vendor Code:		E-Mail: Matthew.E.Moran@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-ITD-2021HARWICHFIRE00911	
		RFR/Procurement or Other ID Number: CoMIRS Radio Upgrade Grant Award Number: FY2021-012-26/ PCR-21-00911	
<u> </u> NEW CONTRACT		<u> </u> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
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COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$133,831.87			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
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ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of April 12, 2021 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2022 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: David Leblanc

Print Title: Chief of Fire Department

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Curtis Wood

Print Title: Secretary, EOTSS

TOWN
ADMINISTRATOR'S
REPORT

HARWICH HARBORMASTER DEPARTMENT

April 2021 Monthly Report

Operations

- Assisted Natural Resources with adjusting water levels at herring runs.
- Launched 77A for the season.
- Coordinated & worked with DPW to use a long reach excavator leased from Plymouth County to remove shoaling that had accumulated at the end of the Long Pond boat ramp.
- Used 77B to set Allen Harbor and Herring River seasonal channel buoys.
- Towed a large tree, which was floating south of Allen Harbor to Saquatucket Harbor (SAQ) and removed it from the water.

Administration

- Prepared and submitted for BOS approval specifications and bid documents for the purchase of surplus dredge material.
- Went to waitlist with open PB mooring permit and 20' Recreational Slip.
- Sent list of current mooring permit information to Allen Harbor Marine, Harwich Port Boatyard and AGL Mooring.
- Mailed out Waterways User Fee Applications/Invoices.
- Updated waitlists on website as of 4/9/2021.
- Submitted claim to MIAA for Dockhand work injury.
- Scheduled facility Backflow Testing.
- Processed 28 transient slip reservations.

Maintenance

- Cleaned and stored Ice Eater buckets for the season.
- Cleaned and painted the bottom of 77B for the season.
- Hauled Marine 77patrol boat, pressure washed and painted the bottom, cleaned and waxed the hull, put the fire pump on board and relaunched for the season.
- Pressure washed the docks at SAQ.
- Turned on water at SAQ, Wychmere and Allen Harbor.
- Replaced a damaged 2" ball valve in the SAQ water system.
- Assisted with the set up and operation of recycle pressure wash system for 5 commercial F/V haul-outs.
- Security cameras installed at Saquatucket Municipal Marina by New England Alarm.
- Round Cove Ramp Replacement project commenced on 5 Apr; completion date 01 May.
- Routine building and grounds maintenance.

Meetings

- Hosted Commercial Fishing Vessel Safety Training at Saquatucket Harbor; training put on by Fishing Partnership Support services.
- Held meeting with Harwich Fire Chief & Deputy and owner of Freedom Ferry to schedule pre-season safety training.

- Harbormaster served as board member for Harwich Fire Lieutenant and Captain Promotion boards.
- Attended (virtual) Barnstable County Dredge Subcommittee meeting.
- Met with Dockside Seafood Shack owner's son to conduct inventory of equipment that they own; equipment to be sold to new tenant or removed by owner.
- Board of Selectmen Meeting (20 Apr)
- Waterways Committee Meeting (21 Apr)



Golf Department

Monthly Report for Selectman

April, 2021

Golf Operations

- The golf course was open every day this month. There were 2 days where golf carts were not available due to wet conditions from rain.
- 3,192 rounds of golf were played in April
- Temporary Cart Fleet from 5 Star Golf Cars arrived in the first week of April, from new cart lease signed by BOS on 3/27/21
- The Hot Stove @ CV opened on 4/22, following the signing of a new 1 year lease
- On 4/30 new state guidance for Covid-19 restrictions remove golf industry specific guidance. Masks are not required outdoors when social distance is maintained
- Monomoy Middle School First Tee program began on 4/26
- Annual Pass Sales have been ahead of historic pace:

	FY21	FY20	FY19	FY18
Total	721	344	546	541
Harwich Renew	393	211	306	344
New Harwich	60	16	25	38
Chatham Renew	112	60	88	6
New Chatham	39	10	17	7
EO Renew	24	11	16	18
New EO	9	1	5	2
Non Rez Renew	12	6	8	6
New Non Rez	7	0	3	2
Jr	26	8	44	36
Young Adult	26	19	22	0
Non Jr	0	0	2	0
Collegiate	13	1	NA	NA
End of FY Total		1119	1149	1173

Golf Course Maintenance & Projects

- Spring greens aeration completed on April 6 & 7
- Remote Payment Kiosk renovation completed April 1
- Landscape Project continues with paving expected week of 5/3
- Charger grid project awarded to Commercial Electric Systems. Pre-construction meeting scheduled for week of 5/3

Respectfully submitted,

Roman Greer

Director of Golf

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #1
ROBERT B. OUR COMPANY
SEWER PROJECT

CONSTRUCTION SCHEDULE – WEEKLY UPDATE
Date Submitted: May 3, 2021

One Week Look Ahead (05/03/21-05/07/21)

- Pump Station Crew # 1
 - Continue Working on Spence’s Trace & RT 137 Pump Station Site’s
 - Cleanup at Various Locations of Road Shoulders
 - Continue Working on the Parshall Flume
 - Being Final Paving of RT 137
 - Milling
 - Traffic Signal Work
 - Casting Adjustments

Two Week Look Ahead (05/10/21-05/14/21)

- Pump Station Crew # 1
 - Continue Working on Spence’s Trace & RT 137 Pump Station Site’s
 - Cleanup at Various Locations of Road Shoulders
 - Continue Working on the Parshall Flume
 - Final Paving of RT 137
 - Traffic Signal Work
 - Casting Adjustments
 - Paving

Three Week Look Ahead (05/17/21- 05/21/21)

- Pump Station Crew # 1
 - Continue Working on Spence’s Trace & RT 137 Pump Station Site’s
 - Cleanup at Various Locations of Road Shoulders
 - Continue Working on the Parshall Flume
 - Final Paving of RT 137
 - Paving
 - Cleanup
 - Markings Restoration

Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor’s actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations throughout the project area.

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #2

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

One Week Look Ahead (05/03-05/07)

- Pump Station Crew #1
 - Continue work at Church Street south pumping station
 - Continue work at Church Street north pumping station
 - Continue Harden Lane electric and site preparation
- Begin Milling with Lawrence Lynch on Church Street (5/6 & 5/7)
 - Old Queen Ann to #207 Church

Two Week Look Ahead (05/10-05/14)

- Pump Station Crew #1
 - Continue work at Church Street south pumping station
 - Continue work at Church Street north pumping station
 - Continue Harden Lane electric and site preparation
- Milling and Paving with Lawrence Lynch
 - Mill Bay Road from Church Street to #53 Bay Road
 - Mill Cemetery Road from Church Street to Route 137

Three Week Look Ahead (05/17-05/21)

- Pump Station Crew #1
 - Continue work at Church Street south pumping station
 - Continue work at Church Street north pumping station
 - Continue Harden Lane electric and site preparation

Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor's actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations throughout the project area.