

SELECT BOARD MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 5:15 P.M.

Regular Meeting 6:00 P.M.

Monday, August 21, 2023

Remote Participation Optional:

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

<https://meet.goto.com/639860213>

You can also dial in using your phone.

Access Code: 639-860-213

United States: [+1 \(872\) 240-3412](tel:+18722403412)

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

I. CALL TO ORDER

II. EXECUTIVE SESSION

- A. Pursuant to MGL c. 30A, §21(a)(6) to consider the purchase, exchange, lease or value of real property if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town
- B. Pursuant to MGL c.30A section 21 (a)(3) to discuss with respect to collective bargaining for all town unions and the Chair has determined that open session would have a detrimental effect on the town's bargaining position; Harwich Employees Association (HEA)

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Next Select Board Office Hours
- B. Cemetery Department Announcement Level II Accredited Arboretum
- C. Town of Harwich Community Channel is now Channel 8
- D. Next Select Board Working Group Session will be September 11, 2023

V. CONSENT AGENDA

- A. Approve Select Board Meeting Minutes:
 1. July 31, 2023
 2. August 7, 2023
- B. Approve the committee appointment of Linda Roderick to Council on Aging, as recommended by the Select Board Interview Committee, term to expire 06/30/2025

VI. OLD BUSINESS – A

- A. Update on proposed Pine Oaks Village Home Phase IV project; Votes may be taken

VII. NEW BUSINESS

- A. Affirm the appointment of Don Yannuzzi as Natural Resource Director
- B. Vote to reduce the membership of the Harwich Accessibility Rights Committee from seven to five members
- C. Discuss the fall Select Board meeting schedule
- D. Vote to send a letter of support to MassDEP denying Holtec's application
- E. Discuss possible parking expansion at the Harwich Port Municipal Parking lot
- F. Approve the following Special Permit Applications:
 1. One day Entertainment permit for Harwich Center Cultural District – Event to be held at Brooks Park Gazebo, 1 Oak Street, on September 11, 18, 25, October 2 & 9, 2023, 5:00 p.m. to 7:30 p.m. (sound check 5:00 to 5:30 p.m. & show 6:00 to 7:30 p.m.) – Recorded or live music, amplification, dancing by patrons
 2. One day entertainment and wines and malt permit – Heather MacKenzie – 70th Birthday Party (private event) to be held in the Library at 204 Sisson Road on September 23, 2023, 6:30 p.m. to 9:30 p.m. – Recorded or live music, amplification, dancing by patrons and a light show
 3. One day wines and malt permit – Heather MacKenzie – Art/Photography opening to be held in the Library at 204 Sisson Road on September 22, 2023, 5:00 p.m. to 7:00 p.m.

VIII. OLD BUSINESS - B

- A. Review of Committees; Votes may be taken
 1. General issues
 2. Golf Committee
- B. Update from the Town Administrator on ongoing projects

IV. CONTRACTS

- A. Approve a contract with Tighe & Bond for engineering services for the Route 124 Culvert Assessment in the amount of \$119,884.

X. TOWN ADMINISTRATOR'S REPORT

XI. SELECT BOARD'S MEMBER REPORT

XII. CORRESPONDENCE

XIII. ADJOURNMENT

**Per the Attorney General's Office: The Select Board 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 Freiner, Executive Assistant

Posted by: _____

Town Clerk

Date: _____

August 17, 2023

PUBLIC
COMMENTS /
ANNOUNCEMENTS



**JAMES G. MARCELINE ARBORETUM AT ISLAND POND CEMETERY
AWARDED LEVEL II ACCREDITATION
BY ARBNET ACCREDITATION PROGRAM**

Harwich, Massachusetts (31 July 2023) – Marceline Arboretum at Island Pond in Harwich has been upgraded from a Level I to Level II Accreditation by The ArbNet Arboretum Accreditation Program and The Morton Arboretum, for achieving particular standards of professional practices deemed important for arboreta and botanic gardens. The ArbNet Arboretum Accreditation Program is the only global initiative to officially recognize arboreta at various levels of development, capacity, and professionalism. The James G. Marceline Arboretum is also now recognized as an accredited arboretum in the Morton Register of Arboreta, a database of the world's arboreta and gardens dedicated to woody plants.

Tucked among the many areas of natural beauty in Harwich, MA, sits Island Pond Cemetery. It is a public garden and historic site established in 1872. Its wooded and rolling hills are home to burial sites of some of the earliest residents dating back to 1770. This cemetery along with 7 acres of conservation property is now home to the **JAMES G. MARCELINE ARBORETUM AT ISLAND POND CEMETERY**

- The mission of the James G. Marceline Arboretum is to engage, educate, and enrich the lives of our constituents in order to enable them to become better stewards of our local history and environment. The following individuals, organizations, and groups are working in collaboration with the Harwich Cemetery Commission to foster the arboretum vision and purpose: The Harwich Conservation Administrator, Town Administrator, Board of Selectmen, Cape Cod Regional Technical High School Horticultural Students, Monomoy Regional Schools, Master Gardeners of Cape Cod, Harwich Garden Club, Cape Cod Cooperative Extension, AmeriCorps of Cape Cod and many local historians.
- James G. Marceline Arboretum at Island Pond is comprised of 25 acres located in the Harwich Center area of Harwich, Massachusetts off US -6 E/Mid-Cape Highway to Exit 82, Route 134/Pleasant Lake Ave to Main Street to 15 Island Pond Road. The Arboretum will encompass 18 acres of the Island Pond Cemetery and over 7 acres of the Harwich Conservation land with walking trails. The Cemetery and Conservation land are accessible via the Cape Cod Rail Trail.
- The Arboretum is home to over 110 species of trees and or woody plants. These plants are identified by common name, scientific name, description, and artists renderings of the plant's leaf. The Arboretum was certified as a Wildlife Habitat in 2019 by the National Wildlife Federation.
- It will provide a place where visitors may enjoy passive recreation and where they may come to learn, reflect, and renew themselves through contact with the natural world. The unique elements of the Marceline Arboretum will enhance the quality of life for both Cape Cod visitors and the residents of the Harwich community.
- The Arboretum will provide exceptional opportunities for teaching, research, and outreach. It will be a destination for learning for institutes across Cape Cod. The Arboretum will cultivate residents and students who value our natural resources. They will learn how to recognize their impact on the world around them and equip them with the skill, knowledge, and ability to achieve in the fields of sustainability, conservation, and environmental sciences. Hands-on, outdoor learning experiences, particularly in science and mathematics, are greatly augmented by providing accessibility and immersion in the environment. These real-world opportunities for discovery excite and motivate our students' interest in 21st-century careers in science, technology, reading, engineering, art, and mathematics.
- Through a unique partnership with the Monomoy School System the Arboretum will facilitate the development of engaging, challenging, and interdisciplinary opportunities for the students fostering research, data gathering, analyzing, synthesizing information, and evidence gathering. The Arboretum will fill a need in the Monomoy schools by allowing for the further development of interdisciplinary learning experiences for all students, specifically (PreK-7th Grades) The Arboretum curriculum will be developed in accordance with the horizontal and vertical guidelines and frameworks that integrate science, technology, reading, engineering, art, and math (STREAM). These lessons will highlight and support the Monomoy vision by leveraging the unique history and environment of our community.



“Through the partnerships created by the Marceline Arboretum the Town of Harwich will be able to create exciting experiences that are both educational and historical.” Robbin Kelley, Harwich Cemetery Administrator

About the Town of Harwich

The Town of Harwich is a quiet resort and agricultural community located on the south side of the Cape peninsula, with an extensive shoreline on Nantucket Sound. The year-round population is approximately 13,647 with a seasonal increase to 37,000.

About ArbNet

ArbNet is an interactive, collaborative, international community of arboreta. ArbNet facilitates the sharing of knowledge, experience, and other resources to help arboreta meet their institutional goals and works to raise professional standards through the ArbNet Arboretum Accreditation Program. The accreditation program, sponsored and coordinated by [The Morton Arboretum](#) in Lisle, Illinois in cooperation with [American Public Gardens Association](#) and [Botanic Gardens Conservation International](#), is the only global initiative to officially recognize arboreta based on a set of professional standards. The program offers four levels of accreditation, recognizing arboreta of various degrees of development, capacity and professionalism. Standards include planning, governance, public access, programming and tree science, planting and conservation. More information is available at www.arbnet.org.

Robbin Marie Kelley
Cemetery Administrator
Town of Harwich
Office: 100 Oak Street
Mailing: 732 Main Street
Harwich, MA 02645
Phone 508-430-7549

CONSENT AGENDA

**WORKING GROUP MINUTES
SELECT BOARD
DONN B. GRIFFIN ROOM, TOWN HALL
732 MAIN STREET, HARWICH, MA
WORKING GROUP SESSION 6:00 PM
MONDAY, JULY 31, 2023**

MEMBERS PARTICIPATING: Mary Anderson, Chair, Julie Kavanagh, Vice Chair, Michael MacAskill and Don Howell and Jeff Handler, Clerk

ALSO PARTICIPATING: Joseph F. Powers, Town Administrator, Emily Mitchell, Town Clerk, Jen Clark, Assistant Town Clerk and Ellen Powell assisting the Town Administrator's Office with Committees

CALL TO ORDER: Madam Chair called the meeting of the Harwich Select Board to order at 6:00 p.m. on Monday, July 31, 2023.

TOPICS:

- I. Discussion on the following items related to Town of Harwich Committees.
 - Annual Committee Meetings
 - Leveraging technology resources
 - Compliance with regulatory requirements
 - Governance
 - Other

- II. Discussion on proposed topics for future working sessions and discussion on future dates

Work Session began at 6:01 p.m. Jeffrey Handler, Clerk, arrived at approximately 6:50 p.m. Discussion began with Joe Powers providing an overview of the committee assessment/review process and materials Emily Mitchell and Jen Clark have been drafting. Emily provided detailed information on the number of compliance issues related to committees and members who need open meeting law training, have not been sworn in still need to take ethics training etc. Emily will also share "working" documents with Select Board members once she has been able to clean them up. The need for town email addresses for committee members was presented and the Committee Handbooks needs revamping since it was last updated in 2017. The discussion about the number of committees, missing charges & need to update a committee charge or reassess the charge of certain committees was discussed by the Select Board. The Board needs to move forward in assessing what Committees should remain in place and what, if anything, the Board should do to reduce the number of committees and determine the role of alternates and/or number of members on particular boards. Ellen Powell and Don discussed the reappointment process and need to improve communication on whether members are still interested in serving. Don noted if the chair or the interview committee is to have such discussions, they must start in March in order to meet the reappointment timeline.

July 31, 2023

Michael MacAskill feels we should start with the “low lying fruit” to develop a process to address the issues. Jeff Handler asked if there are a certain number of times committees must meet and Ellen Powell noted many committees overlook their charge or do not know what the charge is so meetings are not always occurring when they should or as often as they should. **The issue arose of disbanding some committees where we have professional staff in place, such as the Waterways Committee where we have a Harbor Master or the Golf Committee where we have a Golf Director.** Don Howell noted the Traffic Safety Committee **in the past** has not addressed **a number of** safety issues, such as **differing posted speeds** on Route 137 **(depending on whether one is driving north or south on the same stretch of road),** **However he did** not think the citizen participants on that committee should be removed **as he felt that it was our professional staff (at the Police Department and at the DPW) who have previously resisted changes needed** . Discussion of term limits was raised by Michael MacAskill. Julie Kavanagh feels we should take the information the Town Clerk provides and assess the list by first discussing with the various department heads that have affiliated committees to determine if the committee remains useful for the department head and the town at large. Mary Anderson feels we should start the assessment by speaking with department heads then talk to committee members before making any decisions. The need to use technology to improve tracking on missing items due (ethics, swearing in etc.) along with reappointments was also discussed. Don Howell asked if there was an ability to create a “tickler” reminder for expiring appointments etc.

Emily also mentioned social media accounts that are operated by the Town and the need for a town wide social media policy. The town does not currently have a policy. Select Board members agreed there is a need to move forward with assessing committees and it will place on the agenda for the next regular Select Board meeting. Mary Anderson noted future topics for the working group should be wastewater and Monomoy Regional School District budget funding mechanism.

ADJOURNMENT: Motion to adjourn made at 7:45 p.m. by Michael MacAskill and seconded by Jeff Handler

Respectfully submitted,

Julie Kavanagh
Vice Chair
Harwich Select Board

July 31, 2023

**MINUTES
SELECT BOARD
DONN B. GRIFFIN ROOM, TOWN HALL
732 MAIN STREET, HARWICH, MA
EXECUTIVE SESSION 5:00PM
REGULAR SESSION 6:00PM
MONDAY, AUGUST 7, 2023**

MEMBERS PARTICIPATING: Mary Anderson, Chair, Julie Kavanagh, Vice Chair, Jeff Handler, Clerk, Michael MacAskill and Don Howell.

ALSO PARTICIPATING: Joseph Powers, Town Administrator

CALL TO ORDER: Ms. Anderson called the meeting of the Select Board to order on August 7, 2023 at 5:00PM.

Mr. Handler moved to enter into Executive Session as presented, seconded by Mr. MacAskill.

Vote: 5:0 in favor. Motion carried.

EXECUTIVE SESSION:

- A. Pursuant to MGL c30A section 21(a)(3) to discuss with respect to collective bargaining for all town unions and the Chair has determined that open session would have a detrimental effect on the town's bargaining position; Harwich Employees Association (HEA)
- B. Pursuant to G.L.c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparations with non-union personnel and to conduct contract negotiations with non-union personnel: Town Administrator

Ms. Anderson called the Select Board meeting back to order on August 7, 2023 at 6:00PM noting that no decisions were made on "A". There was no discussion regarding "B".

PLEDGE OF ALLEGIANCE:

Ms. Anderson invited attendees to join in the Pledge of Allegiance.

Ms. Anderson took Item B. from the Consent Agenda out of order.

- B. Appoint Kyleigh Lopes and Charles McCaffrey as Student Officers as recommended by Chief of Police

Chief Dave Guillemette introduced Kyleigh Lopes and gave a brief history of her involvement with the Harwich Police Department and her background. Charles McCaffrey was unable to attend and Chief Guillemette also gave a description of Charles McCaffrey's background.

August 7, 2023

Mr. Handler moved to appoint Kyleigh Lopes and Charles McCaffrey as Student Officers as recommended by the Chief of Police, seconded by Mr. MacAskill.

Vote 5:0 in favor. Motion carried.

Mr. Howell requested that the approval of the July 31st meeting minutes be removed from the Consent Agenda.

Ms. Anderson returned to the Agenda and Public Comments/Announcements.

PUBLIC COMMENTS/ANNOUNCEMENTS:

Linda Cebula of the Traffic Safety Committee reported regarding Cross Street. Some signs are up and others will be placed soon. She thanked the Board and the DPW for their support and hard work.

Ginny Hewitt, Library Director noted that the summer reading program at Brooks Free Library continues through Labor Day. She also noted other events scheduled through Labor Day for children of all ages. All activities are listed on the website.

Carolyn Carey, Community Center Director, noted upcoming events and that Pebbles is still on the property.

Mr. MacAskill wished Cindy Williams, Director of the Chamber of Commerce, a happy birthday.

CONSENT AGENDA:

- A. Approve Select Board Meeting Minutes:
 1. July 24, 2023
 2. July 31, 2023 (**omitted from the Consent Agenda**)
- B. Appoint Kyleigh Lopes and Charles McCaffrey as Student Officers recommended by Chief of Police (**taken out of order**)
- C. Approve the miscellaneous committee reappointment list
- D. Accept a gift to the town from the Guild of Harwich Artists of a bench, including installation, at Doane Park (**taken separately**)
- E. Approve the following Committee Appointments as recommended by the Select Board Interview Committee:
 1. Sophia Pilling, Conservation Commission, term to expire 06/30/26
 2. Brad Hinote, Real Estate & Open Space Committee, term to expire 06/30/26

Ms. Anderson requested that "D" be taken separately from the others on the Consent Agenda.

Mr. Handler moved to approve the Select Board meeting minutes for July 24, 2023, to approve the miscellaneous committee reappointment list, to approve the Committee Appointments as recommended by the Select Board: Sophia Pilling, Conservation Commission, term to expire

August 7, 2023

06/30/26 and Brad Hinote, Real Estate & Open Space Committee, term to expire 06/30/26.
Seconded by Mr. MacAskill.

Vote 5:0 in favor. Motion carried.

Mr. Handler moved to accept the gift to the town from the Guild of Harwich Artists of a bench, including installation, at Doane Park, pending approval by the Rec Committee. Seconded by Mr. Howell.

Ms. Anderson added that Rec hasn't had a meeting about the gift yet. There are criteria regarding benches and she requested that this be approved pending the approval of the Rec Committee.

Vote 5:0 in favor. Motion carried.

NEW BUSINESS:

A. Debrief on Select Board Working Group Session held on July 31, 2023

Ms. Anderson noted that it was a continuation of the first Session when they discussed the structure of the town government. More information was offered which is included in the packet. Also discussed was doing a review of the committees that are not regulatory or required by the State or the Charter, to determine if the committees are necessary. She suggested that the liaisons talk to each of their committees from those categories. Also noted were the 12 inactive committees and also the need for all committee members to be sworn in.

Mr. MacAskill suggested moving to dissolve the inactive committees.

Emily Mitchell, Town Clerk, advised against removing the inactive committees entirely from the website and explained her reasons.

Mr. Handler moved to place the inactive, dissolved and disbanded committees on a separate page of the Town of Harwich's website, seconded by Mr. MacAskill.

Vote 5:0 in favor. Motion carried.

B. Discussion and vote on Select Board process of comprehensive review of committees

C. Discussion and vote on dissolving inactive committees

B & C were taken together

Mr. MacAskill confirmed that each liaison would go to the Department Head that is associated with a committee. He also suggested they put a block of committees on each agenda going forward.

August 7, 2023

Discussion followed about the charges of the different committees and that the information would be helpful to the liaisons.

Mr. Howell suggested that it would be helpful if they were each given the charges for their committees.

Ms. Anderson will send each member the information available.

Mr. MacAskill moved to move the Forest Committee to the purview of the Conservation Commission pending their approval, seconded by Mr. Howell.

Vote 5:0 in favor. Motion carried.

Mr. MacAskill asked the Town Administrator to send a note to the Department Head, Amy Usowski, to bring this up at a Conservation Meeting.

D. Vote to approve the proclamation recognizing September as National Suicide Prevention Awareness Month in the Town of Harwich.

Mr. Handler moved to approve the proclamation recognizing September as National Suicide Prevention Awareness Month in the Town of Harwich. Seconded by Mr. Howell.

Vote 5:0 in favor. Motion carried.

E. Vote to appoint a Town of Harwich Representative to the Cape Media Board of Directors

Tabled to be brought back at a subsequent meeting.

F. Discussion on upcoming changes with Comcast

Mr. Powers noted the memorandum in the packet from the Channel 18 Station Director.

Jamie Goodwin, Channel 18 Station Manager noted changes including Channel 18 becoming Channel 8 as directed by Verizon. There will be discussion in the future regarding what the Channel will be called and rebranding. The educational channel is not changing.

G. Discuss Annual Non-Resident Taxpayers meeting

Mr. Howell commented on the original intent of scheduling the Non-Resident Taxpayers meetings and what has changed since. He noted that information is readily available now through recorded meetings and that individual complaints can be handled electronically which were not options in the past.

Mr. MacAskill noted the success of the Town Administrator's State of the Union Address and information on the website as more beneficial than the Non-Resident Taxpayers meetings.

August 7, 2023

Ms. Anderson confirmed with the Board members that they would not have that meeting but rather have another State of the Union Address by the Town Administrator.

Mr. Powers has a meeting scheduled with the Department Heads and will discuss the content of that Address with them.

H. Vote to authorize the Chair to sign a letter of support for the Harwich Fire Association renovation of 203 Bank Street

Mr. Handler moved to vote to authorize the Chair to sign a letter of support as presented, seconded by Mr. Howell.

Vote 5:0 in favor. Motion carried.

OLD BUSINESS:

A. Vote to waive the Town's Right of First Refusal for the sale of 17 Woody Glen Road formerly known as 140 Oak Street

Mr. Handler moved to vote to waive the Town's Right of First Refusal as presented, seconded by Mr. Howell.

Mr. MacAskill requested an update from Mr. Powers covering the points in the Assessors' email.

Mr. Powers referred to information received from Attorney William Crowell. It included a required Affidavit regarding mailing of Notice of the Intent to Sell. He noted the Town's options regarding 140 Oak Street. Staff's recommendation is that the Select Board waive the right of first refusal.

Board members asked questions regarding taxes and other issues. Mr. Powers replied in detail.

Vote 5:0 in favor. Motion carried.

B. Approve and authorize the Chair to sign a permanent easement totaling 760 Square Feet for MassDOT at Saquatucket Harbor for the sidewalk installation on Route 28

Mr. MacAskill noted that the agenda item was different from the memo from Linc Hooper, DPW Director.

Link Hooper, DPW Director noted that the form that the Select Board is being asked to sign is a MassDOT Environmental Form which he explained in detail. He also described the design plans and the project for the sidewalks and the status to date. The form is before the Board because Saquatucket Harbor is water front property. Mr. Hooper also described the diagram before the Board.

August 7, 2023

Mr. Powers noted that the State has informed them that, after posting and public hearings, no significant concerns or issues were raised by public comment to date, to the State, on that matter.

Mr. MacAskill moved to authorize the Chair to sign the Environmental Form agreeing that the permanent aerial easement required in order to move a utility pole for the sidewalk construction. The Harwichport sidewalk construction will not adversely affect the activities, features or attributes of the property related to Route 28 at Saquatucket harbor. Seconded by Mr. Howell.

Vote: 5:0 in favor. Motion carried.

CONTRACTS:

A. Vote to approve and authorize the Chair to sign a contract amendment in the amount of \$6,500 for Spencer Preservation Group for design services for Brooks Academy Museum

Mr. Handler moved to vote to approve and authorize the Chair to sign a contract amendment as presented, seconded by Mr. Howell.

Vote 5:0 in favor. Motion carried.

Mr. Powers noted that , in regard to items B and C, related documents for the same overall project are in the packet and gave a detailed explanation.

B. Discussion and possible vote to execute a Grant Agreement between the Town of Harwich and the Harwich Conservation Trust relative to the construction of the Cold Brook Ecological Restoration Project - \$1,500,000

Mr. MacAskill moved to reconsider the vote of the July 24, 2023 to execute a grant agreement between the Town of Harwich and the Harwich Conservation Trust relative to the construction of the Cold Brook Ecological Restoration Project for 1.5 million. Seconded by Mr. Howell.

Vote 5:0 in favor. Motion carried.

Mr. Handler moved to vote to execute a Grant Agreement between the Town of Harwich and the Harwich Conservation Trust relative to the construction of the Cold Brook Ecological Restoration Project for 1.5 million dollars as presented in tonight's packet. Seconded by Mr. Howell.

Vote 5:0 in favor. Motion carried.

C. Discussion and possible vote to execute a License Agreement between the Town of Harwich and the Harwich Conservation Trust relative to the construction of the Cold Brook Ecological Restoration Project

August 7, 2023

Mr. Handler moved to vote to execute a License Agreement as presented, seconded by Mr. Howell.

Vote 5:0 in favor. Motion carried.

TOWN ADMINISTRATOR'S REPORT:

Mr. Powers announced the appointment of Reagan Wilda was the Program Specialist to the Community Center. He noted procurements and contracts which have been approved and paid. Detailed information is in the packet.

SELECT BOARD'S MEMBER REPORT:

Ms. Anderson noted that she went to One Cape and attended seminars on housing. She shared some of what she learned.

CORRESPONDENCE: None

ADJOURNMENT:

Mr. Howell moved to adjourn, seconded by Mr. Handler.

Vote 5:0 in favor. Motion carried.

Respectfully submitted,

Judi Moldstad
Recording Secretary

August 7, 2023

Recommendations from the Select Board Interview Committee

Following posted interviews held on Wednesday, August 9, 2023, we would like to recommend to the Board the following appointments:

| <u>Applicant:</u> | <u>Vacancy</u> | <u>Term/Recommendation</u> |
|--------------------------|-----------------------|--|
| Linda Roderick | Council on Aging | Recommend appointment to full position; term to expire 6.30.25 |

Submitted by:
Donald F. Howell
Michael D. MacAskill



**CITIZENS ACTIVITY VACANCY FORM
ACT NOW -- SERVE YOUR COMMUNITY**

Town government needs citizens who are willing to give time in the service of their community. The Citizens Activity Record program was adopted by the Selectmen as a means of compiling names of interested citizens to serve, on a voluntary basis, on Boards and Committees.

Activity records are being updated to include categories consistent with the changing needs of the Town. Indicate your order of preference and return this form to:

**CITIZENS ACTIVITY VACANCY FORM
BOARD OF SELECTMEN
732 Main Street, Harwich, MA 02645**

Name: Linda G Roderick
Town/Zip: Harwich 02645
Email: [REDACTED]

Street/P.O. [REDACTED]
Telephone: [REDACTED]
Occupation: Retired

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

- Agricultural Commission
- *Board of Appeals
- Brooks Academy Museum Commission
- Building Code Board of Appeals
- By-law/Charter Review Committee
- Community Preservation Committee
- *Conservation Commission
- Cultural Council Committee
- Forest Committee
- Harwich Energy Committee
- Historic District and Historical Commission
- *Planning Board
- Real Estate and Open Space Committee
- Traffic Safety Committee
- Trail Committee
- OTHER _____

RECREATION

- Bikeways Committee
- Golf Committee
- Recreation & Youth Commission
- Waterways Committee

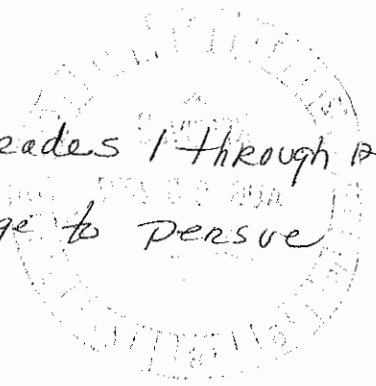
OTHER

- Affordable Housing Trust
- *Board of Assessors
- *Board of Health
- Capital Outlay Committee
- Cemetery Commission
- Community Center Facilities Committee
- Constable
- Council on Aging
- Finance Committee
- Harwich Accessibility Rights Committee
- Harwich Center Initiative Committee
- Harwich Housing Committee
- Harwich Port Parking Committee
- Herring Supervisor (Voluntary)
- Noise Containment Committee (Ad Hoc)
- Shellfish Constable (Voluntary)
- Treasure Chest Committee
- Voter Information Committee
- Wastewater Support Committee - Inactive
- Youth Services Committee
- Voter Information Committee

* Please include a resume with form

EDUCATIONAL BACKGROUND:

Harwich, MA EDUCATIONAL School System, grades 1 through 12.
Took courses at Cape Cod COMMUNITY College to pursue
business management degree.



RELEVANT SKILLS:

Worked 34 years at Cape & Vineyard / New Bedford Gas & Edison / Com
Electric / N STAR / EVERSOURCE. Retired 2003.

Worked in background with customer service, helping
CUSTOMERS to gain help with bills.

Docent with Harwich Historical Museum for 5 years.

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

Being brought up to not only respect my Elders, but to help them
whenever possible, has given me a foundation to carry on
my beliefs by helping family and friends to find quality care
and vigilance to keep our elderly safe and cared for.

NEW BUSINESS

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

August 15, 2023

Mr. Don E. Yannuzzi Jr.

Dear Mr. Yannuzzi,

It is my pleasure to offer you the position of Natural Resources Director for the Town of Harwich. I look forward to your continued positive contributions to the Town as you transition from your position within the Harbormaster Department.

This conditional offer letter confirms our understanding of your employment terms with the Town.


- Pursuant to the Town Charter, the Town Administrator makes the appointment for this position subject to affirmation by the Select Board. Successful affirmation will be needed to finalize appointment. Your name will be put forth for affirmation on Monday, August 21, 2023.
- Your probation period is six months from your appointment date. The town reserves the right, if necessary, to extend the probationary period by an additional three (3) months.
- Attainment of a bachelor's degree in a field related to this position is required within two (2) years of your start date.

Please read this letter and confirm your understanding of the terms of your employment by signing the bottom of the letter and returning a copy to us for your personnel file.

Your position title will be Natural Resources Director and is included in the Management Employees Association/SEIU 888 contract and your employment is subject to the rights and obligations included in it. Your starting annual salary is \$88,055.86 (Grade M4, Step 1).

I am pleased that you are continuing your professional career with us. Please feel free to contact me if you have any questions.

Sincerely,


Joseph F. Powers
Town Administrator


Mr. Don E. Yannuzzi Jr

16 Aug. 2023
Date

cc: Payroll
Personnel File

HARWICH ACCESSIBILITY RIGHTS COMMITTEE

Charge

On Tuesday, March 19, 1991, the Board of Selectmen voted unanimously to change the name of the 504 Committee to the Harwich Disability Rights Committee.

In accordance with the Rehabilitation Acts of 1973, the Americans with Disabilities Acts, a Disability Rights Committee of seven (7) member and two (2) alternates* shall be appointed by the Board of Selectmen for three (3) year overlapping terms. On Tuesday, March 19, 1991, it was also unanimously voted that inclusive language be added to the Harwich Disability Rights Committee makeup which states: "the majority of members of this committee should be disabled; one may be an immediate family member of a disabled person."

The purpose of this committee is to ensure that all programs and services offered by the Town of Harwich are accessible, and that employment opportunities offered by the Town are open to handicapped individuals who, with a reasonable accommodation, can perform the essential functions of the job in question.

In addition to the members of this committee the Board of Selectmen will also appoint an ADA Compliance Officer to a yearly term who will act as a liaison to the Board of Selectmen and the Disability Rights Committee. The Disability Rights Committee shall invite the ADA Compliance Officer to all of their meetings. The ADA Compliance Officer will be allowed to speak on any topic before the committee, but is not allowed to vote.

The Disability Rights Committee shall keep the Town's ADA Self Evaluation of accessibility of municipal buildings up to date on all Town owned municipal structures. A standard checklist such as the "Checklist for Existing Facilities", copyright @1992, or equivalent as authorized by the National Institute on Disability and Rehabilitation Research shall be applied to all buildings.

From this self evaluation the committee, in conjunction with the ADA Compliance Officer, shall develop a priority list of things that need to be done to bring all municipal structures in to compliance with the Americans with Disabilities Act. This list along with recommended articles for possible inclusion in the Annual Town Meeting Warrant shall be forwarded to the Board of Selectmen in December of each year. All proposed Town Meeting Articles will include cost estimates for the work or services to be provided.

The Disability Rights Committee shall meet with the Board of Selectmen on an annual basis to discuss the committee's report. Members of the committee should also attend the Annual Town Meeting, and if necessary, any Special Town Meeting, to be able to discuss, when called upon, appropriate warrant articles that have been submitted by the Board of Selectmen for action.

Additional duties of the committee shall include:

1. Working toward equal status of the disabled in education, employment, economics, political, health, legal, and social spheres.
2. Working with the community by providing information, referrals, and guidance to private persons, organizations, and institutions.
3. Assisting in the review of recommendations and policies of all Town departments, divisions, and agencies as requested.
4. Assisting in the public awareness of the disabled.

Administrative Aspects

The Disability Rights Committee is subject to the Harwich Home Rule Charter, the Open Meeting Laws, by-laws, and regulations as well as State and Federal statutes. The Disability Rights Committee shall meet on a regular basis, shall elect a chairman, and a recording secretary, shall obey the Open Meeting Laws, and the Town's Handbook. The committee shall not expend any funds without the expressed permission of the Board of Selectmen.

Adopted at a Public Meeting of the Board of Selectmen February 11, 1997

Amended at a Public Meeting of the Board of Selectmen on September 8, 2003.
The number of members increased from seven (7) to nine (9)

Amended: Public Meeting of the Board of Selectmen – January 8, 2008 to decrease the number of members from nine (9) to seven (7)

***Amended:** Public Meeting of the Board of Selectmen – April 20, 2010 to decrease the number of members from seven (7) to five (5)

Amended: Public Meeting of the Board of Selectmen – January 30, 2023 to increase the number of members from five (5) to seven (7) and two (2) alternates

OFFICE OF THE TOWN ADMINISTRATOR

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

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



MEMO

TO: Select Board

FROM: Joseph F. Powers, Town Administrator

CC: Meggan M. Eldredge, Assistant Town Administrator

RE: Proposed Select Board Fall Meeting Schedule

DATE: August 18, 2023

Below is the proposed Select Board Fall Meeting Schedule.

Tuesday, September 5th – Regular Meeting

Monday, September 11th – Working Group Session

Monday, September 18th – Regular Meeting

Monday, October 2nd – Regular Meeting

Monday, October 16th – Regular Meeting

Monday, October 30th – Regular Meeting

Monday, November 6th – Regular Meeting

Monday, November 20th – Regular Meeting

TOWN OF SCITUATE
www.scituatema.gov



600 Chief Justice Cushing Highway
Scituate, Massachusetts 02066
Telephone (781) 545-8700
Fax (781) 545-8704

July 31, 2023

Cathy Coniaris
Massachusetts Department of Environmental Protection
100 Cambridge Street
Boston, MA 02114
massdep.npdes@mass.gov

Subject: Pilgrim Nuclear Power Station

Dear Ms. Coniaris:

We are writing to support the tentative decision by the Massachusetts Department of Environmental Protection (MassDEP) to deny Holtec's application for a modified Surface Water Discharge Permit that would allow it to discharge radioactive and chemically contaminated wastewater into Cape Cod Bay.

MassDEP's tentative determination that requested discharge is prohibited by the Massachusetts Ocean Sanctuaries Act is entirely correct. That act prohibits the "dumping or discharge of commercial, municipal, domestic or industrial waste" into an Ocean Sanctuary. Cape Cod, Plymouth, Kingston, and Duxbury Bays are all protected ocean sanctuaries. The proposed discharge is therefore illegal.

Because the proposed discharge is illegal, the Department's final determination should deny Holtec's application.

Please contact our office with any questions. Thank you in advance for your support,

Maura Curran
Chair, Select Board

James Boudreau
Town Administrator



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

APPLICATION FOR A SPECIAL PERMIT

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

Applicants Name Harwich Center Cultural District Phone 508-301-1913

Mailing Address 204 Sisson Road, Harwich MA 02645

Owners Name & Address POC: Kara Mewhinney, Director of Cultural Affairs

Email Address kmewhinney@harwich-ma.gov

REQUIRED FOR ONE DAY ENTERTAINMENT – PLEASE PRINT

- The date & time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment
September 11, 18, 25 October 2 & 9, 2023 Load In 4:30pm, Sound Check 5-3:30pm, Show 6:00pm-7:30pm
- Location of entertainment (Inside and/or outside)
Brooks Park Gazebor-Free Fall Summer Concerts
- Address where entertainment will be playing
1 Oak Street, Harwich MA

REQUIRED FOR ONE DAY ENTERTAINMENT - ENTERTAINMENT TYPE: (Check all appropriate boxes)

Concert Dance Exhibition Cabaret Public Show Other

- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description

REQUIRED FOR ROAD RACE/CRAFT FAIR/ANY OTHER EVENT

Address of Event _____

Date & Time _____

Route/Location for Road Race _____

Provide any additional information necessary for the Board of Selectmen _____

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

Kara Mowhinney
Signature of applicant & title Federal I.D. #

Signature of individual or corporate name Federal I.D. #

Signature of Manager Federal I.D. #

Signature of Partner Federal I.D. #

REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.

DocuSigned by: Jack Mee
Building Commissioner

DocuSigned by: Carrie Schaner
Board of Health

DocuSigned by: Ernie Young
Fire Department

DocuSigned by: Kevin Conidine
Police Department

DocuSigned by: Eric Bush
Recreation Department

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

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



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

APPLICATION FOR A SPECIAL PERMIT

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

Applicants Name Heather MacKenzie Phone [REDACTED]
 Mailing Address [REDACTED]
 Owners Name & Address [REDACTED]
 Email Address [REDACTED]

REQUIRED FOR ONE DAY ENTERTAINMENT – PLEASE PRINT

- The date & time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment
Sat, Sept 23, 6:30p - 9:30p
- Location of entertainment (Inside and/or outside)
INSIDE LIBRARY
- Address where entertainment will be playing
204 Sisson Rd (the Cultural Arts Muni Bldg) the Library
HARWICH, MA 02645

REQUIRED FOR ONE DAY ENTERTAINMENT - ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other PRIVATE PARTY w/ DISCO DANCE
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music (DJ)
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description (possible flashing lights by DJ)

REQUIRED FOR ROAD RACE/CRAFT FAIR/ANY OTHER EVENT

Address of Event _____
 Date & Time _____
 Route/Location for Road Race _____

Provide any additional information necessary for the Board of Selectmen This is probably going to have maybe 25-30 people, with light refreshment, wine & beer. It's for my 70th birthday party, thus 70's disco, but the crowd is 70's too, so not very wild and my friends are respectful and well behaved professionals from Harwich & Chatham & the 204. (+ class of '71) & I am a regular participant in the Harwich 10k 5k 10m 1/2m 3m 5m 10m 15m 20m 25m 30m 35m 40m 45m 50m 55m 60m 65m 70m 75m 80m 85m 90m 95m 100m 105m 110m 115m 120m 125m 130m 135m 140m 145m 150m 155m 160m 165m 170m 175m 180m 185m 190m 195m 200m 205m 210m 215m 220m 225m 230m 235m 240m 245m 250m 255m 260m 265m 270m 275m 280m 285m 290m 295m 300m 305m 310m 315m 320m 325m 330m 335m 340m 345m 350m 355m 360m 365m 370m 375m 380m 385m 390m 395m 400m 405m 410m 415m 420m 425m 430m 435m 440m 445m 450m 455m 460m 465m 470m 475m 480m 485m 490m 495m 500m 505m 510m 515m 520m 525m 530m 535m 540m 545m 550m 555m 560m 565m 570m 575m 580m 585m 590m 595m 600m 605m 610m 615m 620m 625m 630m 635m 640m 645m 650m 655m 660m 665m 670m 675m 680m 685m 690m 695m 700m 705m 710m 715m 720m 725m 730m 735m 740m 745m 750m 755m 760m 765m 770m 775m 780m 785m 790m 795m 800m 805m 810m 815m 820m 825m 830m 835m 840m 845m 850m 855m 860m 865m 870m 875m 880m 885m 890m 895m 900m 905m 910m 915m 920m 925m 930m 935m 940m 945m 950m 955m 960m 965m 970m 975m 980m 985m 990m 995m 1000m

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

Audrey Markey Federal I.D. # [REDACTED]
Signature of applicant & title

Audrey Markey PICTUREPOET Federal I.D. # *same*
Signature of individual or corporate name

Signature of Manager Federal I.D. # _____

Signature of Partner Federal I.D. # _____

REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.

DocuSigned by:
Jack Mee
Building Commissioner

DocuSigned by:
Carrie Schaner
Board of Health

DocuSigned by:
Eric Young
Fire Department

DocuSigned by:
Kevin Casidine
Police Department

DocuSigned by:
Eric Bell
Recreation Department

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

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



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

APPLICATION FOR A SPECIAL PERMIT

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

Applicants Name Heather MacKenzie Phone [Redacted]
 Mailing Address [Redacted]
 Owners Name & Address [Redacted]
 Email Address [Redacted]

REQUIRED FOR ONE DAY ENTERTAINMENT - PLEASE PRINT

- The date & time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment
[Redacted]
- Location of entertainment (Inside and/or outside)
[Redacted]
- Address where entertainment will be playing
[Redacted]

REQUIRED FOR ONE DAY ENTERTAINMENT - ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description

REQUIRED FOR ROAD RACE/CRAFT FAIR/ANY OTHER EVENT

Address of Event 204 Sisson Rd (the Cultural Arts Muni Bldg.)
in the Library, Harwich, MA 02645
 Date & Time Fri, Sept 22, 2023 5-7 PM

Route/Location for Road Race _____

Provide any additional information necessary for the Board of Selectmen An opening ART/
Photography Reception for My Show "BOLD & Beautiful:
B&W From the Eyes of Heather MacKenzie", serving light
refreshment & wines & Malt - OPEN TO THE PUBLIC
(will BE ADVERTISED) (I am a studio renter - UNIT #114 @ "the 204")

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

Heather MacKegie Federal I.D. # [REDACTED]
Signature of applicant & title

BIZ name S.A.A. & "PICTUREPOET.COM" Federal I.D. #
Signature of individual or corporate name

Signature of Manager Federal I.D. #

Signature of Partner Federal I.D. #

REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.

| | | |
|---|---|--|
| DocuSigned by: <u>Jack Mee</u> Building Commissioner | DocuSigned by: <u>Carni Schauer</u> Board of Health | DocuSigned by: <u>Eric Young</u> Fire Department |
| DocuSigned by: <u>Kevin Considine</u> Police Department | DocuSigned by: <u>Eric Bush</u> Recreation Department | |

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

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

OLD BUSINESS

1973 Annual Town Meeting, Article 88

176

ciation for services rendered or to be rendered to citizens of the Town by the Mental Health Center at Pocasset in accordance with the provisions of Chapter 40, Section 5 (40c) of the General Laws and to act fully thereon.

Motion: (Mr. Nunes) To indefinitely postpone. (Duly Seconded)

Action: So voted by voice vote.

Article 87. To see if the Town will vote to construct, on town-owned land in Harwich, off Oak Street, which land was acquired pursuant to Article 57 of the 1972 Annual Town Meeting Warrant, a full-size, eighteen-hole municipal golf course, together with all necessary appurtenances and facilities and to raise and appropriate a sufficient sum of money for this purpose. Said course to be constructed, and said monies spent by a Golf Commission to be established for this purpose and to act fully thereon.

Motion: (Mr. Nunes) That seven hundred forty-six thousand one hundred seventy-two dollars (\$746,172.00) is appropriated for the construction of an 18 hole municipal golf course, including the construction of buildings and the cost of original equipment and furnishings, on the land acquired pursuant to Article 57 of the warrant for the 1972 annual town meeting; that to raise this appropriation the treasurer with the approval of the selectmen is authorized to borrow seven hundred forty-six thousand one hundred seventy-two dollars (\$746,172.00) under G. L. c. 44, s. 8 (16) by the issue of bonds or notes; that the sum of forty thousand three hundred eighty-seven dollars (\$40,387.00) be raised and appropriated from the 1973 tax levy and that thirty-seven thousand three hundred and nine dollars (\$37,309.00) of said appropriation be used for interest charges and the balance of three thousand seventy-eight dollars (\$3,078.00) of said appropriation to be used to cover the cost of issuing the bonds or notes and the Golf Commission to be established under the following article is authorized to take any action necessary to carry out the project. (Duly Seconded)

Action: A Secret Ballot was taken: Yes 467 No 143
(A 2/3 vote being required)

Article 88. To see if the Town will vote to instruct the Selectmen to appoint a Golf Commission of five members and two alternate members which Commission shall have full

power and responsibility for the construction, maintenance and operation of the municipal golf course authorized previously. Members of the Golf Commission shall be appointed by the Selectmen for the following initial terms: Two (2) members appointed for one-year terms; three (3) members appointed for two-year terms; two (2) alternate members appointed for two-year terms, thereafter the Selectmen shall appoint members for two (2) year terms. Vacancies shall be filled by appointment by the Selectmen. The Commission shall, within thirty (30) days of the end of the fiscal year, make a report to the inhabitants of the Town, and shall be subject to audit in the same manner as other boards and commissions and to act fully thereon.

Motion: (Mr. Nunes) To accept and adopt. (Duly Seconded)

Action: So voted by voice vote.

Article 89. To see if the Town will vote to authorize the Selectmen to negotiate a lease with a private corporation or individual for the construction, equipping and operation of a full-size eighteen hole public golf course on land acquired by the Town under Article 57 of the 1972 Warrant and to act fully thereon.

Motion: (Mr. Nunes) To indefinitely postpone. (Duly Seconded)

Action: So voted by voice vote.

Article 90. To see what action the Town will take in regard to Herring Fisheries for the fiscal year 1973-74 and to act fully thereon. Customary article.

Motion: (Mr. Nunes) To indefinitely postpone. (Duly Seconded)

Action: So voted by voice vote.

Article 91. To see if the Town will vote to raise and appropriate a sufficient sum of money for unpaid bills of previous years as provided for in Chapter 179 of the Acts of 1941 and to act fully thereon.

Motion: (Mr. Nunes) To accept and adopt and a sum of one hundred eighty-seven dollars and ninety-eight cents (\$187.98) be raised and appropriated for this purpose. (Duly Seconded)

The Finance Committee recommends that this article be accepted and adopted and that the sum of one hundred

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1984 Annual Town Meeting, Article 11

Article 9. State Aid to Harwich Libraries

Article 9. To see if the Town will vote to instruct the Selectmen to disburse the funds allocated by the State under the Acts of 1960, as amended by the Acts of 1963, Chapter 672, and as further amended by the Acts of 1970, Chapter 636, and the Acts of 1971, Chapter 1003, for aid to Harwich Libraries in accordance with customary procedure and to act fully thereon. By request of the Trustees of Brooks Free Library.

Motion: (Mr. Thayer) I move that this article be accepted and adopted. (Duly Seconded)

Action: So voted by voice vote.

Article 10. Refunded dog tax for Brooks Free Library

Article 10. To see if the Town will vote to expend the refunded dog tax for the support of Brooks Free Library and to act fully thereon. By request of the Trustees of Brooks Free Library.

Motion: (Mr. Thayer) I move that this article be accepted and adopted. (Duly seconded)

Action: So voted by voice vote.

Article 11. Change Golf Commission term to 3 yrs.

Article 11. To see if the town will vote to restructure the terms of office of Golf Commission members as originally established by vote of the Town under Article 88 of the Annual Town Meeting Warrant for 1973 as follows: The term of office of all present Commission Members, both regular and alternate, will expire June 30, 1984. The Selectmen shall thereupon appoint to said Commission members as follows: two (2) regular and one (1) alternate members for terms of one (1) year; two (2) regular and one (1) alternate members for terms of two (2) years; and one (1) member for a term of three (3) years. Thereafter, the Selectmen shall appoint members to three (3) year terms and to act fully thereon. By request of the Board of Selectmen.

Motion: (Mr. Thayer) I move that this article be accepted and adopted. (Duly seconded)

Action: A Standing Vote was taken by the following tellers who were duly appointed and sworn in by the Moderator, Michael Ford: Norman Ostby, Norman Fennell, Karen Jaworski, and G. Rockwood Clark. YES 359 NO 205

Article 12. Cranberry Valley additions—toilets, handicapped ramp and floor covering.

Article 12. To see if the Town will vote to raise and appropriate a sufficient sum of money to be spent under the direction of the Golf Commission for certain additions and alterations to the Cranberry Valley Golf Course

Harwich Golf Committee
Additional Committee Charge

The Harwich Golf Commission was originally established by Article 88 at the 1973 Annual Town Meeting. The Commission originally had 3 members, was elected annually and conducted the affairs of the newly constructed golf course. Article 11 of the annual town meeting of 1984 expanded the commission to include 5 members and 2 alternates to staggered 3 year terms appointed by the selectmen. In 1987 the town revised its charter replacing the traditional form of town government having 3 fulltime selectmen with a form of government consisting of 5 part time selectmen and a town administrator.

In adopting the newly revised charter, language referring to various commissions and departments of the town were modified to allow for a role of the administrator in managing the activities of the town. Language regarding the commission's role was left in the charter resulting in conflicting charges. How to interpret the conflict has been a source of confusion over the years. The original premise and practice of how the town was managed evolved around committees of citizens directing a variety of town activities, overseen by the selectmen with unresolved conflicts decided on town meeting floor. This can be a cumbersome organizational model and can build in conflict and confusion.

Therefore, in addition to the regular duties of the Harwich Golf Committee[interfacing with the public, establishing policies, and preparing annual/five year and capital plans in conjunction with the director of golf], the Board of Selectmen is asking the members of the Golf Committee to review the administrative and decision making structures pertaining to the course, department and town, and to compare these with the structures in other public golf programs, and any other information the committee feels necessary. The goal of this review by the committee is to generate comments and recommendations as to the proper roles and responsibilities that the golf committee, course professionals, town administration, selectmen, town meeting and the community should play to ensure that the course remains an asset of the town and is run in a manner consistent with the applicable laws and the intent on which it was established. As a starting point, the committee should note that the Board of Selectmen plans to limit its involvement with golf operations to approving the department budget and the fee schedule, approving licenses, within the context of achieving the golf course annual plan financial and service targets, and, of course, will respond to requests from the committee for either information or support.

The committee, if it finds that changes should be introduced, shall make specific recommendations to the BOS as to changes in the town's charter or by-laws or state law. If changes are to be proposed to the 2009 ATM they will need to be received prior to December 1, 2008.

Documents To Be Reviewed (minimum) Establishing Documents from 1973 and subsequent ATM and Charter changes (1984, 1987, 2005)
MGL Ch. 40 Sec. 22f - setting of fees
Harwich Town Charter
Town Counsel Advisory Letter Regarding Setting of Fees

Voted by the Board of Selectmen on July 14, 2008.

Golf Committee

Charter Reference (Chapter 7, § 13)

Section 13. Golf Committee

7-13-1 A golf committee shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms. [Amended 5-1-2017 ATM by Art. 38²⁴]

²¹ Editor's Note: This amendment was approved at the 5-15-2018 Town Election.

²² Editor's Note: This amendment was approved at the 5-15-2018 Town Election.

²³ Editor's Note: This amendment was approved at the 5-15-2018 Town Election.

²⁴ Editor's Note: This amendment was approved at the 5-15-2018 Town Election.

C:18

Supp 14, May 2022

CHARTER

7-13-2 The committee shall recommend governing policies relating to the maintenance and operation of the municipal golf course for consideration by the board of selectmen. [Amended 5-1-2017 ATM by Art. 38²⁵]

7-13-3 The director of golf operations, or employee having the general powers of supervision of the golf course shall be under the day-to-day supervision of the town administrator within the scope of the general policy and direction established by the golf committee.

General Bylaws Reference (Chapter 7, § 10)

§ 7-10 Composition of appointed Town agencies.

[Amended 5-8-2012 STM by Art. 4; 5-7-2018 ATM by Art. 39]

- A. Pursuant to Chapter 7 of the Town Charter, the following appointed boards and committees shall be comprised as follows:

| Board | Membership | Charter Reference |
|---|------------------------------------|--------------------------|
| 1 Board of Health | Five full members | § 7-4-1 |
| 2 Planning Board | Seven members, two alternates | § 7-5-1 |
| 3 Board of Assessors | Three full members | § 7-6-1 |
| 4 Conservation Commission | Seven full members | § 7-7-1 |
| 5 Council on Aging | Seven full members | § 7-8-1 |
| 6 Historic District/Historical Commission | Seven full members - one alternate | § 7-9-1 |
| 7 Recreation and Youth | Seven full members | § 7-10-1 |
| 8 Cultural Council | Nine full members | § 7-11-1 |
| 9 Zoning Board of Appeals | Five full members - five associate | § 7-12-1 |
| 10 Golf Committee | Seven full members | § 7-13-1 |
| 11 Waterways Committee | Seven full members - two alternate | § 7-14-1 |
| 12 Cemetery Commission | Three full members | § 7-15-1 |
| 13 By-Law/Charter Review Committee | Five full members | § 7-16-1 |

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Joseph F. Powers, *Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

Meggan M. Eldredge, *Assistant Town Administrator*

Memo

To: Joseph F. Powers, Town Administrator
From: Meggan Eldredge, Assistant Town Administrator *ME*
RE: Project Update
Date: August 16, 2023

Attached please find the updated project list relating to procurement. Since the last update on July 24th, six additional projects have been completed. Other status changes include an increase in the number of projects that have moved from “awaiting initiation” to “IFB/RFP process”. Some projects that were previously listed as awaiting initiation have been closed out or withdrawn per the project owner. The current breakdown of projects is as follows:

Status options

| | | |
|---------------------|-----------|--------|
| Square One | 1 | 1.32% |
| IFB/RFP Process | 18 | 23.68% |
| Contract Awarded | 4 | 5.26% |
| Final Step | 6 | 7.89% |
| Complete | 7 | 9.21% |
| withdrawn | 1 | 1.32% |
| Awaiting initiation | 39 | 51.32% |
| total | 76 | |

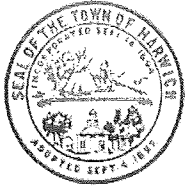
Bid openings that will take place over the next month include:

- Voting tabulator equipment
- Brooks Free Library roof replacement
- Sand Pond restroom construction
- Skinequit pond alum treatment
- Wixon Landing Improvements
- Brooks Park Court Resurfacing
- Brooks Park pickleball/tennis court expansion
- Disposition of 276 Queen Ann Road
- Disposition of 62 Route 28

Please let me know if you have any questions or need clarification on any project listed on the attached spreadsheet.

| Year | # | Description | initial appropriation | Amount remaining | Follow-up Action | Status | Department | Primary Owner |
|------|-------|---|-----------------------|------------------|------------------|---------------------|-------------------|-----------------|
| 2022 | 19 | Stormwater EPA MS4 Compliance | \$ 100,000.00 | \$ 100,000.00 | Procurement | contract Awarded | ADMINISTRATION | Eldredge, M. |
| 2021 | 15 | MS4 Updates | \$ 200,000.00 | \$ 113,884.00 | Procurement | contract Awarded | ADMINISTRATION | Eldredge, M. |
| 2020 | 31 | Update Historic Property Inventory | \$ 34,500.00 | \$ 34,500.00 | Procurement | Square One | ADMINISTRATION | Eldredge, M. |
| 2022 | 39 | Fund Land Research For Assessing Purposes | \$ 500,000.00 | \$ 500,000.00 | Procurement | IFB/RFP Process | ASSESSING | Jones, C. |
| 2023 | 28 | War Memorials Project | \$ 256,283.00 | \$ 256,283.00 | Procurement | Awaiting initiation | CEMETERY | Kelley, R. |
| 2022 | 31 | East Harwich Union Cemetery Gravestone Preservation | \$ 118,800.00 | \$ 118,800.00 | Procurement | Final Step | CEMETERY | Kelley, R. |
| 2020 | 18 | Memorial Tree | \$ 20,000.00 | \$ 19,093.14 | Procurement | Final Step | CEMETERY | Kelley, R. |
| 2023 | 9 | Cable & Peg Access | \$ 157,037.00 | \$ - | Procurement | Complete | CHANNEL 18 | Goodwin, J. |
| 2023 | 10 | Items Funded From The Cable Fund | \$ 47,222.00 | \$ 47,222.00 | Procurement | complete | CHANNEL 18 | Goodwin, J. |
| 2022 | 15 | Channel 18 Studio Equipment | \$ 66,470.00 | \$ 42,645.00 | Procurement | Complete | CHANNEL 18 | Goodwin, J. |
| 2021 | 22 | Hearing Room Improvements | \$ 99,254.00 | \$ 99,254.00 | Procurement | Awaiting initiation | CHANNEL 18 | Goodwin, J. |
| 2020 | 19 | Playback Server | \$ 58,985.00 | \$ 20,570.00 | Procurement | Complete | CHANNEL 18 | Goodwin, J. |
| 2020 | 20 | Hearing Room Improvements | \$ 97,000.00 | \$ 97,000.00 | Procurement | Awaiting initiation | CHANNEL 18 | Goodwin, J. |
| 2023 | 44 | Acquire By Donation Land At 70 Forest St | \$ 5,000.00 | \$ 5,000.00 | Procurement | Awaiting initiation | CONSERVATION | Usowski, A. |
| 2022 | 34 | Heritage Trail Boardwalk | \$ 75,000.00 | \$ 75,000.00 | Procurement | Awaiting initiation | CONSERVATION | Usowski, A. |
| 2018 | 57 | Hinckley Pond Remediation/Improvements | \$ 272,726.00 | \$ 70,700.00 | Procurement | Final Step | CONSERVATION | Usowski, A. |
| 2021 | 34 | Heritage Trail Project | \$ 150,000.00 | \$ 102,427.00 | Procurement | Awaiting initiation | CONSERVATION | Usowski, A. |
| 2023 | 12 | Fund Family Preschool Support Program | \$ 250,000.00 | \$ 250,000.00 | Procurement | Complete | COUNCIL ON AGING | Witas, J. |
| 2023 | 16-13 | 204 Sisson Road (Culture) | \$ 1,982,427.00 | \$ 1,982,427.00 | Procurement | IFB/RFP Process | CULTURAL AFFAIRS | Mewhinney, K. |
| 2023 | 16-2 | Engines/Other Fire Equipped Vehicles | \$ 350,000.00 | \$ 350,000.00 | Procurement | Awaiting initiation | FIRE DEPARTMENT | LeBlanc, D. |
| 2023 | 16-3 | Equipment Replacements | \$ 36,580.00 | \$ 36,580.00 | Procurement | Complete | FIRE DEPARTMENT | LeBlanc, D. |
| 2018 | 24 | Fire Station 2 | \$ 6,750,000.00 | \$ 249,612.00 | Procurement | Awaiting initiation | FIRE DEPARTMENT | LeBlanc, D. |
| 2017 | 18 | Golf Cart Barn | \$ 1,200,000.00 | \$ 239,292.00 | Procurement | Awaiting initiation | GOLF | Greer, R. |
| 2023 | 16-4 | Wixon Landing Improvements | \$ 30,000.00 | \$ 30,000.00 | Procurement | IFB/RFP Process | HARBOR | Rendon, J. |
| 2019 | 12 | Facility Maintenance Fund - Allen Harbor Jetty | \$ 57,000.00 | \$ - | Procurement | complete | HARBOR | Rendon, J. |
| 2019 | 12 | Wixon Dock Improvements | \$ 70,000.00 | \$ 70,000.00 | Procurement | IFB/RFP Process | HARBOR | Rendon, J. |
| 2017 | 19 | Round Cove Boat Ramp | \$ 177,070.00 | \$ 147,074.00 | Procurement | Awaiting initiation | HARBOR | Rendon, J. |
| 2017 | 20 | Saquatucket Harbor landside improvements | \$ 3,000,000.00 | \$ 69,704.00 | Procurement | Awaiting initiation | HARBOR | Rendon, J. |
| 2016 | 11 | Facility Maintenance Fund-Harbor dredging | \$ 85,000.00 | \$ 81,627.00 | Procurement | Awaiting initiation | HARBOR | Rendon, J. |
| 2023 | 25 | CPC- Affordable Housing Trust | \$ 500,000.00 | \$ 492,940.00 | Procurement | Awaiting initiation | HOUSING ADVOCACY | POWELL, B |
| 2022 | 2 | Acquire 62 Rte 28 | \$ 1.00 | \$ 1.00 | Procurement | IFB/RFP Process | HOUSING ADVOCACY | POWELL, B. |
| 2021 | 12 | Aquire Parcel Located Off Pleasant Lake Ave, Assessors Map 82, Lot R5 | \$ 170,000.00 | \$ 170,000.00 | Procurement | Final Step | HOUSING ADVOCACY | POWELL, B. |
| 2018 | 47 | 70 Willow Street Clear Title And Revise Boundary Lines | \$ - | \$ - | Procurement | Final Step | HOUSING ADVOCACY | POWELL, B |
| 2023 | 16-5 | Technology Reinvestment | \$ 387,000.00 | \$ 387,000.00 | Procurement | IFB/RFP Process | INFORMATION TECH | Eaton, S. |
| 2023 | 13 | Fund Technology Enhancements | \$ 25,000.00 | \$ 25,000.00 | Procurement | Final Step | LIBRARY | Hewitt, G. |
| 2023 | 34 | CPC - Skinequit Pond Remediation | \$ 92,000.00 | \$ 92,000.00 | Procurement | IFB/RFP Process | NATURAL RESOURCES | Rendon, J.* |
| 2023 | 16-6 | Equipment Replacements-tasers and ballistic plates | \$ 64,115.00 | \$ 64,115.00 | Procurement | Awaiting initiation | POLICE DEPARTMENT | Guillemette, D. |
| 2023 | 16-7 | Police Cruisers | \$ 183,000.00 | \$ 183,000.00 | Procurement | Awaiting initiation | POLICE DEPARTMENT | Guillemette, D. |
| 2023 | 16-8 | Technology Replacements-upgrade EOC | \$ 20,000.00 | \$ 20,000.00 | Procurement | Awaiting initiation | POLICE DEPARTMENT | Guillemette, D. |
| 2022 | 18 | Replacement Of Bullet Resistant Vests | \$ 49,200.00 | \$ 49,200.00 | Procurement | Awaiting initiation | POLICE DEPARTMENT | Guillemette, D. |
| 2023 | 18 | Capital Outlay - Funded By Chapter 90 Funds | \$ 700,000.00 | \$ 700,000.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2023 | 27 | CPC- Brooks Academy Preservation | \$ 640,000.00 | \$ 640,000.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2023 | 30 | CPC - Oak Street Bike Path Lighting | \$ 13,000.00 | \$ 13,000.00 | Procurement | withdrawn | PUBLIC WORKS | Hooper, L. |
| 2023 | 43 | Dispose Surplus Property At 276 Queen Anne Rd | \$ 10,000.00 | \$ 10,000.00 | Procurement | IFB/RFP Process | PUBLIC WORKS | Hooper, L. |
| 2023 | 47 | Supplemental Appropriation Brooks Academy | \$ 475,000.00 | \$ 475,000.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2023 | 16-1 | Beautify The Villages Of Harwich | \$ 50,000.00 | \$ 50,000.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2023 | 16-10 | Road Maintenance/Improvements (See Art. 18) | \$ 700,000.00 | \$ 700,000.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2023 | 16-11 | Vehicle Replacements-2 MSW trailers, 2 Dumps, 1 F-350 | \$ 515,000.00 | \$ 515,000.00 | Procurement | contract Awarded | PUBLIC WORKS | Hooper, L. |
| 2023 | 16-12 | 100 Oak Street (Community Center)-bleachers and fans | \$ 145,500.00 | \$ 145,500.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2023 | 16-14 | 273 Queen Anne Road (Transfer Station) generator | \$ 157,300.00 | \$ 157,300.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2023 | 16-15 | Ada Compliance Requirements | \$ 121,000.00 | \$ 121,000.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2023 | 16-16 | 739 Main Street (Brooks Free Library)-supplement ATM21 #18 | \$ 90,000.00 | \$ 90,000.00 | Procurement | IFB/RFP Process | PUBLIC WORKS | Hooper, L. |
| 2023 | 16-9 | Equipment Replacements-ball field mower | \$ 75,000.00 | \$ 75,000.00 | Procurement | IFB/RFP Process | PUBLIC WORKS | Hooper, L. |
| 2021 | 13 | Ada Sidewalks Harwich Center | \$ 50,000.00 | \$ 50,000.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2021 | 16 | Brooks Library Roof Replacement | \$ 148,500.00 | \$ 148,500.00 | Procurement | IFB/RFP Process | PUBLIC WORKS | Hooper, L. |
| 2019 | 11 | Harwich Center Ada Sidewalk Project | \$ 30,000.00 | \$ 30,000.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2019 | 12 | Brooks Library Sidewalk Repair | \$ 90,000.00 | \$ 90,000.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2018 | 9 | Albro House/Brooks Academy Boilers | \$ 40,000.00 | \$ 21,902.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2018 | 10 | Comm Center And Town Hall Carpet Replacement | \$ 130,000.00 | \$ 130,000.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2018 | 10 | Update Town's Hvac At Town Hall, Comm Center, Fire Station One, Pd | \$ 725,000.00 | \$ 141,659.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2016 | | Route 39/Chatham Rd Intersection Project | \$ - | \$ 300,000.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2014 | 23 | Brooks Library Carpet | \$ 112,000.00 | \$ 4,000.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2013 | 31 | Library Bldg Maint | \$ 25,000.00 | \$ 25,000.00 | Procurement | Awaiting initiation | PUBLIC WORKS | Hooper, L. |
| 2023 | 31 | Senior Softball Fields Restroom | \$ 150,000.00 | \$ 150,000.00 | Procurement | Awaiting initiation | RECREATION | Beebe, E. |
| 2023 | 32 | Brooks Park Tennis Court/Pickleball resurfacing | \$ 110,000.00 | \$ 110,000.00 | Procurement | IFB/RFP Process | RECREATION | Beebe, E. |
| 2023 | 33 | Sand Pond Restroom Project -supplemental appropriation | \$ 35,000.00 | \$ 35,000.00 | Procurement | IFB/RFP Process | RECREATION | Beebe, E. |
| 2022 | 36 | Brooks Park Pickleball/Basketball Court expansion | \$ 245,500.00 | \$ 245,500.00 | Procurement | IFB/RFP Process | RECREATION | Beebe, E. |
| 2019 | 43 | Sand Pond Restroom Project-septic system upgrade and new building | \$ 123,000.00 | \$ 123,000.00 | Procurement | IFB/RFP Process | RECREATION | Beebe, E. |
| 2022 | 20 | New Voting Tabulator Equipment | \$ 7,500.00 | \$ 75,000.00 | Procurement | IFB/RFP Process | TOWN CLERK | Mitchell, E. |
| 2023 | 19 | Capital Outlay - Route 28 Sewer Installation | \$ 6,500,000.00 | \$ 6,500,000.00 | Procurement | Awaiting initiation | WASTEWATER | Pelletier, D. |
| 2023 | 21 | Capital Outlay - E. Harwich Ww Expansion | \$ 50,000,000.00 | \$ 50,000,000.00 | Procurement | Awaiting initiation | WASTEWATER | Pelletier, D. |
| 2023 | 42 | Acquire Easement At 129 Route 28 | \$ 10,000.00 | \$ 10,000.00 | Procurement | IFB/RFP Process | WASTEWATER | Pelletier, D. |
| 2022 | 1 | Aquire Property Ww Proj | \$ 105,000.00 | \$ 105,000.00 | Procurement | IFB/RFP Process | WASTEWATER | Pelletier, D. |
| 2017 | 12 | Cold Brook Project | \$ 2,000,000.00 | \$ 1,771,653.00 | Procurement | contract Awarded | WASTEWATER | Pelletier, D. |

CONTRACTS



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Select Board

FROM: Lincoln S. Hooper, Director 

DATE: August 16, 2023

RE: Route 124 Culvert Grant Agreement and Contract

Attached please find a contact for a grant with the Executive Office of Energy and Environmental Affairs (EEA) for the Route 124 culvert. This culvert serves Long Pond as it flows into the Herring River in Harwich and ultimately into Nantucket Sound. The project will provide public outreach, existing conditions assessments, and an alternative analysis for the initial phase of the restoration of the Route 124 culvert. The ultimate goal of the project is to replace the culvert with a new structure that is compliant with Massachusetts Stream Crossing Standards and incorporates a natural channel design.

Tighe & Bond assisted the Town in applying for the grant and is seeking a contract in the amount of \$119,884 to perform the assessment and develop a conceptual plan. Once completed, the Town should receive \$89,913 reimbursement through the approved grant. Under MGL 30b, Section 1b:(32A), contracts with architects, engineers and related professionals are exempt from public bidding requirements.

Tighe & Bond has done a similar project in the Town of Mashpee and comes highly recommended. They have done culvert design work in the Towns of Sandwich, Falmouth, Barnstable, Dennis and Yarmouth. Clearly they are experts in this field and are pre-approved by MassDEP for culverts management.

Funding for this contract is through the use of the Article 16, 2023 ATM, Road Maintenance that has a current balance of \$700k

I recommend executing a contract with Tighe & Bond in the amount of \$119,884.

EEA requests that "We continue to embargo this great news from any media outlets until the Commonwealth has the opportunity to make a formal announcement in the coming weeks."

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

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Lincoln Hooper DEPARTMENT: DPW

FUNDING SOURCE: ATM 23, Article 16, item 10 - Road Maintenance 014218 / 623110

Appropriated amount: \$700,000.00 Estimated cost: \$119,884 Actual cost: _____

PROCUREMENT METHOD:

Under MGL 30b, Section 1b:(32A), contracts with architects, engineers and related professionals are exempt from public bidding requirements.

PURCHASE DESCRIPTION:

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

The purpose of this request is to support a grant to assess the Route 124 culvert and develop an alternative analysis for the initial phase of the restoration project. The ultimate goal is to replace the culvert with a new structure that is compliant with Massachusetts Stream Crossing Standards and incorporates a natural channel design. Once completed, the Town should receive \$89,913 reimbursement through the approved grant.

There are budget details contained in the attached FY24 MVP Action Grant Scope / Budget spreadsheet.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: _____ Account # _____

Approved to proceed: Town Administrator or Designee: _____

AGREEMENT WITH TOWN OF HARWICH

The following provisions shall constitute an Agreement (the “Agreement” or “Contract”) between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Tighe & Bond, Inc., with its corporate address of 53 Southampton Road, Westfield, MA 01085, hereinafter referred to as "Contractor", effective as of the 21st day of August 2023. As used in this Agreement, the term “Contractor” is utilized for convenience purposes only; Tighe & Bond, Inc. is hereby defined as Consultant or Engineer throughout. 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 Engineering Services for the replacement of the Route 124 Culvert, including the scope of services in accordance with Tighe & Bond, Inc.’s proposal dated August 16, 2023, attached hereto as Attachment A. In providing services, Contractor will use that degree of care and skill ordinarily exercised under similar circumstances by individuals providing such services in the same or similar locality for similar projects.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing September 1, 2023 through June 30, 2024, unless amended, in writing, at the mutual discretion of the parties, or terminated earlier pursuant to the terms hereof.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract lump sum of \$119,884.00. The Contractor shall submit monthly invoices to the Town based on the percentage complete for services rendered during the previous month, 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, the provisions of this Agreement 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 work completed prior to the termination date in accordance with this Agreement. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

General Liability: The Contractor shall defend, indemnify and hold harmless the Town and its officers, and all employees from and against 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 matters of general commercial liability, when such claims, damages, losses and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the Contractor or its employees, agents, subconsultants or representatives. Contractor shall be solely

responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws.

Professional Liability: Further, the Contractor shall indemnify and hold harmless the Town and its officers, and all employees from and against 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 Contractor's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, errors or omissions of the Contractor or its employees, agents, subconsultants or representatives. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws.

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 in effect at the time the services are rendered. 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 for any property damage or bodily injury caused by it, any of its subconsultants, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subconsultants 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 and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of \$1,000,000 Occurrence/\$1,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of \$1,000,000 Combined Single Limit. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000.
- 4) N/A
- 5) N/A.
- 6) Umbrella Liability of \$1,000,000/ occurrence, \$1,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of \$1,000,000/claim, \$1,000,000 aggregate.

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 by way of blanket additional insured endorsement (excluding policies for Professional Liability and Workers' Compensation) and which include a thirty-day notice of any material amendment or cancellation to the Town.

Risk Allocation – To the fullest extent permitted by law, and notwithstanding any other

provision of this Agreement, the total liability, in the aggregate, of the Contractor to the Town and anyone claiming by or through the Town, for any and claims, losses, costs or damages, of any nature whatsoever, will be limited to an aggregate sum not to exceed \$1,000,000. Neither Town nor Contractor shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

Schedule – The Town agrees that the Contractor is not responsible for damages arising directly or indirectly from any delays for causes beyond the Contractor’s reasonable control. For purposes of this Agreement, such causes include, without limitation, severe weather disruptions or other natural disasters, pandemics, or acts of God; fires, riots, war or other emergencies; or failure of any government agency to act in a timely manner. The Contractor’s schedule includes reasonable allowances for review and approval times required by the Town, performance of services by the Town’s Contractor’s, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character, or size of the Project requested by Town, or for delays or other causes beyond the Contractor’s control.

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.

ARTICLE 16: WORK PRODUCTS:

One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the Contractor shall become the property of the Town upon payment in full therefore to the Contractor. Ownership of stamped drawings and specifications shall not include the Contractor's certification or stamp. Any re-use of such documents without the Contractor's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Contractor or to the Contractor'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 Contractor's rights under this Agreement.

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

CONTRACTOR

By

Printed Name and Title

TOWN OF HARWICH

by its Select Board Over \$75,000

by its Town Administrator Under \$75,000

Town Administrator

Approved as to Availability of Funds:

_____ (\$ _____)
Finance Director Contract Sum

Scope of Services (Attachment A)
FY24 EEA Municipal Vulnerability Preparedness Program – Action Grant
Town of Harwich
July 2023

Grantee:

Name: Lincoln Hooper, Dept. of Public Works Director
Address: 732 Main Street, Harwich, MA 02645
Phone: (508) 430-7514
Email: lhooper@harwichdpw.com

Project Title: Harwich Route 124 Culvert Restoration

Project Summary: This project will provide public outreach, existing conditions assessments, and an alternative analysis for the initial phase of the restoration of the Route 124 culvert that serves Long Pond as it flows into the Herring River in Harwich. A viewing platform and educational signage will eventually be installed where the culvert intersects the Department of Conservation and Recreation's Cape Cod Rail Trail. The long-term goal of this project will be to replace the existing culvert with a structure that is compliant with Massachusetts Stream Crossing Standards, and to replace the existing upstream concrete channel with a Natural Channel Design and banks bio-stabilized with native vegetation.

Scope:

The tasks described in Attachment B will be performed according to the agreed-upon schedule and budget.

Funding Distribution:

Funding will be distributed by reimbursement upon completion of tasks outlined in Attachment B and submission of invoices. Costs eligible for reimbursement include all approved project costs incurred between the contract execution date and the contract termination date. Any amendments to this attachment or Attachment B must be approved by EEA prior to commencement of such activities. All grant funds must be spent according to the fiscal year breakdown below (before June 30, 2024, for FY24 funds and before June 30, 2025, for FY25 funds, as applicable). Please reference the RFR "ENV 24 MVP 01" for additional details on what is required for reimbursement and contact your MVP regional coordinator with any questions.

FY24 - \$89,913

To receive grant funding, the applicant must agree to the fiscal requirements of the program by providing a statement from the authorized signatory of the organization acknowledging and accepting the following:

- The Grantee commits to match 25% (or 10% if Grantee is listed in Attachment N of the RFR) of the total project cost using cash or in-kind contributions (or a combination of the two);
- The Grantee acknowledges that the funding under this grant will be provided on a reimbursement basis; and

- All matching funds provided by the Grantee or direct project partners have been approved and/or appropriated (or are in the process of being approved).

Additional details:

- Massachusetts sales tax is not a reimbursable expense.
- Work done prior to the project start date (the date the contract is issued and signed by the Commonwealth's Department Authorized Signatory) shall NOT be reimbursed. No funds will be granted for work performed after the contract termination date.
- For work completed before June 30, 2024, requests for reimbursement are due by July 31, 2024. For work completed between July 1, 2024 and June 30, 2025, requests for reimbursement are due by July 31, 2025.
- ***Any FY24 funds that are not spent by June 30, 2024 do not roll over to the next fiscal year and will be forfeited.***

As tasks are completed and deliverables are submitted to, reviewed, and approved by EEA, the Grantee must submit a Reimbursement Package (template to be provided) containing the following items:

1. A signed letter (on city or town letterhead) from the Grantee requesting reimbursement.
2. All relevant invoices, including those from subcontractors. Invoices must itemize costs consistent with the agreed-upon scope of work. Invoices must include sufficient information for EEA to determine that the services were performed and/or products were received, and that the invoiced items meet all contractual performance requirements.
3. A detailed breakdown of the required match for the task. For in-kind services, include sufficient details to demonstrate the total amounts of match contributed, and as appropriate, a list of personnel, hours worked, hourly rates, etc.
4. A short case study and a summary PowerPoint slide with project images (due at the end of the project, templates to be provided).

Reimbursement Packages should be submitted as tasks are completed with the monthly progress report, and reflect work performed according to the schedule of deliverables included in the project budget. Reimbursement is generally made within 45 days after approval of a reimbursement package. Reimbursement packages are due before July 31, 2024 for FY24 funds and before July 31, 2025 for FY25 funds.

EEA will retain a minimum of ten percent (10%) of awarded funds until all contract provisions are satisfied and all deliverables have been received.

Progress Reporting:

To help EEA stay current on work being conducted over the course of the project, the Grantee will submit a brief monthly progress report (template to be provided), due by the 30th of the month, including:

- Significant activities that have occurred to show progress toward deliverables

- Whether a change in schedule or scope of work is anticipated
- Whether costs are anticipated to be overrun or underrun
- If additional assistance from EEA or partners is needed
- Invoices for work completed to date

The Grantee must be in regular communication with their MVP Regional Coordinator (RC) throughout the course of the project and submit all reporting documentation to the RC.

Changes in Scope, Schedule, or Budget:

The Grantee shall inform their RC as soon as possible if any change in the schedule or scope (including tasks and deliverables) is needed or if the Grantee expects an underrun or overrun of the budget, so that EEA can work with the Grantee to take any necessary steps. The RC will inform the Grantee of any necessary contract amendments or if the adjustment is minor enough to only require written approval from EEA. If circumstances beyond the Grantee's control make an extension or new split in funding between FY24 and FY25 necessary—please notify EEA **no later than May 1st** (so that we may discuss a potential amendment before the end of the fiscal year). These requests will be considered on a case-by-case basis and may not be approved.

Regulatory Compliance

Grantee agrees to comply with all applicable state, federal, and local laws and ordinances. Such compliance is a condition of this grant.

Additional Terms

Receipt of MVP funding shall not be considered state approval of the project for any necessary state, federal, or local permits, nor provide any indication of the project's competitiveness for future funding phases.

**Harwich
Route 124 Culvert Restoration
FY24 MVP Action Grant Scope/Budget**

| Project Task Description | Deliverables | Approximate Start Date | Approximate End Date | Total Grant | In-Kind Match | Cash Match | Total Match | Total Project Cost |
|---|---|------------------------|----------------------|---------------------|---------------|---------------------|---------------------|----------------------|
| Tasks to be Completed by June 30, 2024 | | | | | | | | |
| Task 1: Project Kick-off, Management, and Reporting | | | | | | | | |
| Sub-task 1.1 Kick-off meeting with Town, EEA, and Consultant | Town meeting agenda, meeting notes, sign-in sheet, presentation materials, site photos. | 10/1/2023 | 10/1/2023 | \$ 1,494.75 | \$ - | \$ 498.25 | \$ 498.25 | \$1,993.00 |
| Sub-task 1.2 Monthly progress reports FY24 (template provided) | Monthly progress reports submitted by the 30th of each month of the grant period to your MVP Regional Coordinator | 10/30/2023 | 5/31/2024 | \$ 3,000.00 | \$ - | \$ 1,000.00 | \$ 1,000.00 | \$4,000.00 |
| Sub-task 1.3 Project Case Study (required at end of project; template provided) | Final Case Study Report, PowerPoint slide, project photos | 10/30/2023 | 5/31/2024 | \$ 499.50 | \$ - | \$ 166.50 | \$ 166.50 | \$666.00 |
| Total Task 1 Cost | | | | \$ 4,994.25 | \$ - | \$ 1,664.75 | \$ 1,664.75 | \$6,659.00 |
| Task 2: Public Involvement and Community Engagement in FY24 | | | | | | | | |
| Sub-task 2.1 Public Engagement Renderings and Meetings | PowerPoint and sign-in sheet from community meeting, printed posters and mail inserts, Press Release content, project material to post on Town's website, community meeting digital recording | 10/1/2023 | 3/1/2024 | \$ 11,034.00 | \$ - | \$ 3,678.00 | \$ 3,678.00 | \$14,712.00 |
| Total Task 2 Cost (Description) | | | | \$ 11,034.00 | \$ - | \$ 3,678.00 | \$ 3,678.00 | \$14,712.00 |
| Task 3: Existing Conditions | | | | | | | | |
| Sub-task 3.1 Wetland Delineation | Wetlands flagging and notes | 10/1/2023 | 4/30/2024 | \$ 2,159.25 | \$ - | \$ 719.75 | \$ 719.75 | \$2,879.00 |
| Sub-task 3.2 Site Hydrographic Survey | Existing Conditions plan | 10/1/2023 | 4/30/2024 | \$ 12,097.50 | \$ - | \$ 4,032.50 | \$ 4,032.50 | \$16,130.00 |
| Sub-task 3.3 H&H Eval | HEC-RAS models, AOP design plan, hydraulic design draft report | 10/1/2023 | 4/30/2024 | \$ 12,036.75 | \$ - | \$ 4,012.25 | \$ 4,012.25 | \$16,049.00 |
| Sub-task 3.4 Borings, Geotechnical Memorandum, and Utilities Assessment | Boring logs and notes, geotechnical memorandum, tables with applicable calculations, and Utilities Assessment | 10/1/2023 | 4/30/2024 | \$ 11,520.00 | \$ - | \$ 3,840.00 | \$ 3,840.00 | \$15,360.00 |
| Total Task 3 Cost | | | | \$ 37,813.50 | \$ - | \$ 12,604.50 | \$ 12,604.50 | \$50,418.00 |
| Task 4: Alternatives Analysis Memorandum | | | | | | | | |
| Sub-task 4.1 Alternatives Analysis Memorandum | Alternatives analysis memorandum and conceptual drawings | 4/1/2024 | 5/31/2024 | \$ 36,071.25 | \$ - | \$ 12,023.75 | \$ 12,023.75 | \$48,095.00 |
| Total Task 4 Cost | | | | \$ 36,071.25 | \$ - | \$ 12,023.75 | \$ 12,023.75 | \$48,095.00 |
| TOTAL PROJECT COST FY24 | | | | \$ 89,913.00 | \$ - | \$ 29,971.00 | \$ 29,971.00 | \$119,884.00 |
| TOTAL PROJECT COST OVERALL | | | | \$ 89,913.00 | \$ - | \$ 29,971.00 | \$ 29,971.00 | \$ 119,884.00 |

Match 25.00%

H50230-P002
August 16, 2023

Lincoln Hooper, Director
Town of Harwich Department of Public Works
P.O. Box 1543
273 Queen Anne Road
Harwich, MA 02645

Re: **Proposal for Engineering Services
Replacement of Route 124 Culvert
Harwich, Massachusetts**

Dear Mr. Hooper:

Tighe & Bond is pleased to provide the Town of Harwich (Town) with this proposal to perform engineering study services to replace the Route 124 culvert over Herring River.

Project Understanding

The existing culvert on Route 124 (Pleasant Lake Avenue) connects the Herring River to Long Pond and consists of rubble masonry and concrete. The culvert spans approximately 150 feet and carries the DCR Cape Cod Rail Trail which runs parallel with the roadway. The culvert has a concrete-lined open channel on the upstream end, between the Rail Trail and Long Pond to the East. The culvert is non-tidal, conveying riverine flows only.

The intent of this project is to replace the culvert and the current concrete-lined channel that connects Long Pond to the Herring River to improve fish passage, roadway safety, and hydraulic resiliency. Alternatives to stabilize the channel with vegetated banks or other nature-based solutions will be evaluated and general conformance with Massachusetts River and Stream Crossing Standards will be incorporated into the design. In addition, a viewing platform kiosk is planned adjacent to the Cape Cod Rail Trail to provide a safer way for residents and visitors to observe the herring run and learn about resiliency measures at this site.

The Town was recently awarded an MVP Action Grant application to fund the existing conditions assessment and alternatives analysis as part of an initial Phase 1 effort for culvert replacement. The following Scope of Services is proposed to implement the MVP Action grant, including tasks for public engagement, existing conditions assessment and alternatives analysis for the culvert improvements. All tasks are scheduled to be completed by June 30, 2024.

Scope of Services

Task 1 – Project Kick-off, Management, and Reporting

Subtask 1.1 – Kick-off Meeting and Initial Site Visit

Tighe & Bond and the MVP Southeastern Massachusetts Regional Coordinator will attend one meeting with Town officials (DPW, conservation agent, and natural resources agent) at the start of the project to review the project approach and anticipated replacement options. Information and collaboration efforts that will be required throughout the project will be



discussed and designated to appropriate parties. Following the meeting, Tighe & Bond will conduct an initial field visit to the site to observe existing conditions.

Deliverables:

- Town meeting agenda, meeting notes, sign-in sheet, presentation materials (e.g., PowerPoint, concept designs), site photos.

Subtask 1.2 – Monthly Progress Reports FY24

This task includes grant administration, monthly progress reports and invoices, and quarterly progress reports. This project will be implemented through the partnership of Town staff and Tighe & Bond’s services. Tighe & Bond will be responsible for all reporting to be reviewed by the Town. The Town will be responsible for submitting reimbursement requests to MVP.

Deliverables:

- Monthly progress reports will be submitted by the 30th of each month to the Town and MVP Regional Coordinator

Subtask 1.3 – Project Case Study

This task includes completion of the FY24 Project Case Study using the MVP template, including a final case study report, PowerPoint presentation, and project photos to be provided to the MVP Regional Coordinator.

Deliverables:

- Final Case Study report, PowerPoint slides, project photos

Task 2 – Public Involvement and Community Engagement in FY24

Subtask 2.1 – Public Engagement Renderings and Meetings

Public engagement will include a community meeting to discuss the culvert replacement project either virtually or in-person. Tighe & Bond will work with the Town to focus outreach to residents and project stakeholders including Harwich’s Environmental Justice (EJ) and senior community, and the Mashpee Wampanoag Tribe using printed, digital, and in-person engagement strategies. The public meeting will provide information about the project, present the benefits of improving the flow of the Herring River by restoring the culvert’s condition, and allow the participants to express any concerns and weigh in on elements they feel are important for them to get the most out of site improvements.

All meeting materials will be posted on the Town’s website in advance of the meeting to allow residents and project stakeholders the opportunity to review. The Town will assist by publishing a press release concerning the public meeting, inviting abutters and other interested parties, and arranging meeting space. Tighe & Bond will prepare a short presentation describing the process used to evaluate the previous alternate elements and engage participants in a discussion to move toward consensus of the preferred alternative. Tighe & Bond will prepare renderings, to assist the community in understanding the alternatives considered.

The public meeting is geared to provide equitable engagement alternatives to reach the widest audience possible. If preferred, a virtual meeting will be substituted for an in-person meeting. A digital recording of either the live or virtual meeting will be submitted for posting on the Town website or local cable station.



Deliverables

- PowerPoint and sign-in sheet from community meeting
- Printed posters and mail inserts
- Press Release content
- Project material to post to the Town's website.
- Community meeting digital recording

Task 3 – Existing Conditions**Subtask 3.1 – Wetland Delineation**

Tighe & Bond will identify and delineate wetland resources within approximately 100 feet of the culvert in accordance with methodologies outlined in Delineating Bordering Vegetated Wetlands Under the Massachusetts Wetlands Protection Act (March, 1995), the Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1 (January, 1987), and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0, January, 2012). Sequentially numbered flags will be placed along the resource area boundaries to demarcate jurisdictional limits. This fieldwork will be performed at a time when the ground surface is not covered by snow and/or ice, or otherwise obscured from observation (e.g., inundated).

Deliverables:

- Wetlands flagging and notes.

Subtask 3.2 – Site Survey

Tighe & Bond will retain a land surveying subcontractor to collect existing condition information, subsurface and overhead utilities, topographic information, roadway layout and property lines for one hundred feet in all directions around the existing culvert. The survey datums will be on NAD 83 horizontal and NAVD 88 vertical datums with one-foot contour intervals. Information collected will include the existing culvert, roadway, sidewalks, streambed elevations, utilities, as well as curbs, tree lines, individual trees over 9" diameter, and other surface features. Culvert invert elevations will be collected. The stream survey will include a profile of a minimum of 20-30 channel widths in each direction from the culvert with cross sections every 25 feet that extend 50 feet beyond the top of the bank. Wetland flags placed in the field during the delineation under Task 3.1 will also be located by field survey. Tighe & Bond will review existing utility information and provide an initial assessment of utilities that may require additional investigation or coordination prior to final design and construction.

Deliverables

- Existing Conditions Plan including:
 - Wetlands flagging and notes.
 - Channel longitudinal profile, key grade controls, and scour depths
 - Cross-section geometry, top of bank and bottom of bank
 - Width and elevation of channel, floodplain inundation frequency and depth
 - Hydrographic survey including long profile and cross-sections of channel.

Subtask 3.3 – Hydrologic and Hydraulic Analysis (H&H)

Tighe & Bond will perform a hydrologic analysis for the Route 124 site using HydroCAD, a computer model based on USDA-SCS Technical Release No. 20 (TR-20). Watershed hydrologic conditions will include information from available GIS mapping in the area and from the USGS StreamStats tool. Precipitation data will be obtained from precipitation data published in the National Oceanic and Atmospheric Administration (NOAA) Atlas 14, which is the current

accepted standard. The HydroCAD model will be used to determine the peak discharge to the culvert. The computed flow rates will be compared against available regression equations.

A hydraulic evaluation will be performed using the U.S. Army Corps of Engineers ("Corps") HEC-RAS, a riverine hydraulics computer model, to determine the required capacity of the roadway structure to pass the 2-, 5-, 10-, 25-, 50-, 100-, 200-, and 500-year return period storm events. The hydraulic model will extend upstream of the culvert to Long Pond (no more than 200 feet) to 1,000 feet downstream of the culvert. The capacity of the existing and proposed structures will be evaluated and compared to recommended industry standards (e.g., MassDOT Project Development and Design Guide) and local regulations.

The HEC-RAS models will also be used to evaluate Wetland Protection Act performance standards. A stream restoration specialist will be engaged to provide advice on alternatives for an aquatic organism passage (AOP) design including biostabilization of banks upstream of the culvert with native vegetation, options for daylighting solutions that are based in Natural Channel Design (NCD), reducing bank failure rates, and improving conditions for herring. Additional considerations will be made to include Best Management Practices (BMPs) and low-impact development (LID) options.

Tighe & Bond will prepare a hydraulic design report summarizing the hydrologic and hydraulic analyses performed as part of the of the proposed culvert replacement. Tighe & Bond will provide the geomorphic and threshold design consideration upstream and downstream of the chosen culvert. A draft report will be provided.

Deliverables:

- HEC-RAS models
- Aquatic Organism Passage (AOP) design plan
- Hydraulic design draft report

Subtask 3.4 – Borings, Technical Memorandum, and Utilities Assessment

3.4.1 Borings

This task includes a subsurface exploration program to evaluate the suitability of the site's subsurface conditions to support the culvert and viewing platform. Based on a preliminary review of data made available by USGS, the subsurface conditions are likely to consist of a sandy outwash deposit.

Exploration Layout and Coordination: Tighe & Bond will mark the proposed exploration locations in the field. Locations will be established by taping off of existing site features. Tighe & Bond will coordinate the required "Dig Safe" utility clearance notification with our drilling subcontractor. We ask that the Town of Harwich provides a utility plan showing locations of existing utilities near the culvert. This task does not include performing a private utility survey for identifying subsurface utilities. If accurate locations of buried utilities cannot be provided to us by the Town of Harwich, then a private utility locating service should be contracted to identify locations of buried utilities under a contract amendment. Tighe & Bond and our drilling subcontractor will not be responsible for utilities that are not clearly marked on the property, located on the utility plan, or identified to us by the Town of Harwich. Tighe & Bond shall be entitled to rely upon any information or plans prepared or made available by others.

Test Borings: Tighe & Bond will subcontract with a drilling contractor to complete two days of borings adjacent to and along the existing culvert and near the proposed viewing platform. The borings will be completed on municipal and DCR property. Up to five borings will be advanced to 30 feet below the existing ground surface or refusal, whichever is shallower. Borings not completed within this timeframe will either be eliminated or completed under a



contract amendment. The proposed boring program assumes cohesive soils or soils susceptible to liquefaction will not be encountered. It is assumed that the boring locations will be performed using a truck-mounted drill rig, and the driller will be compensated based on prevailing wage rates. Borings are expected to be advanced with hollow-stem augers (HSAs) or flush-joint casing using drive-and-wash drilling methods. If drilling refusal is encountered prior to reaching the target boring depths, refusal will be confirmed by grinding on the refusal surface with the augers or roller bit, or split-spoon refusal, and the boring will be terminated. This task does not include collection of bedrock cores.

Split-spoon samples using Standard Penetration Test (SPT) procedures will be obtained continuously through existing fill or organic soils to a maximum depth of 12 feet, and at 5-foot maximum intervals thereafter. Groundwater monitoring wells are not proposed but groundwater levels will be noted during drilling, if encountered. The location and depth of the proposed borings may be modified in the field based on actual conditions encountered during drilling.

Boreholes will be backfilled with cuttings or sand if there is an insufficient amount of cuttings to fill the hole. An asphalt "cold patch" will be used at borings completed in paved areas and the area will be swept clean. No other surface repair is included. Any cuttings unable to be returned to the hole will be spread near the boring location in a vegetated upland area.

We anticipate and this proposal assumes that no investigation derived waste (IDW) requiring off-site disposal will be generated. However, if IDW is generated that should not be placed on the ground surface, the excess soils will then be drummed, and the cost of the drum and analytical testing and disposal of drummed soils will be mutually agreed upon under a contract amendment.

As part of this task, Tighe & Bond's drilling subcontractor will supply traffic signage and cones to cordon off the drilling area. A road permit will be submitted to the Town of Harwich, if required. We assume the Town of Harwich will waive any permit fees. We also assume the Town of Harwich will provide a police detail for the drilling activities, and therefore this task does not include costs associated with the police detail.

Tighe & Bond will be on site to coordinate the drilling subcontractor, observe drilling and in-situ testing, and log soil samples using the modified Burmister classification method.

Material Testing: Conduct four grain size analyses on select samples obtained in the explorations to aid in soil classification, assist with correlating properties of the subsurface materials, and evaluation of the suitability of materials for re-use as fill on-site.

3.4.2 Geotechnical Memorandum

Proposed Development: Provide a brief description of the proposed structure and site grading.

Subsurface Conditions: Provide a description of subsurface conditions based on the explorations performed at the site and laboratory testing. Our memo will include exploration logs, a subsurface exploration location plan, and laboratory test results.

Subsurface Suitability: Provide an evaluation of the subsurface conditions with regard to their suitability as a bearing stratum to support foundations for the new culvert and viewing platform. This evaluation will be based upon review of the SPT data, laboratory testing, and visual observation of the subsurface conditions.

Foundation Recommendations: Provide recommendations regarding suitable foundation types for the subsurface conditions as they pertain to foundation design, including frost depth and minimum footing dimensions for the proposed culvert and viewing platform. Foundation design parameters to be included in the memo include allowable bearing pressure, estimated elevation for the anticipated bearing stratum, and estimated total and differential settlements under the recommended allowable bearing pressures for the culvert.

For the purposes of this proposal, it is assumed that the culvert will be founded on non-cohesive and reasonably dense soils suitable to support a conventional, shallow spread footing foundation system. If actual subsurface conditions require a deep foundation or ground improvement to support the proposed culvert, additional explorations, laboratory testing, and analyses may be required under a revised scope and fee. We have assumed the foundations for the viewing platform may consist of helical piles.

Lateral Earth Pressures: Provide recommendations for anticipated lateral earth pressures for below-grade walls and wing walls.

Seismic Design Criteria: Identify the seismic design parameters for design of proposed structure, including Site Class and mapped spectral response accelerations for short and 1-second periods. This will include a brief analysis of liquefaction susceptibility. If a more detailed evaluation to estimate the factor of safety against liquefaction and anticipated seismic induced settlements is recommended based on the results of this brief review, the cost to provide the study will be mutually agreed upon under a contract amendment.

Geotechnical Construction Recommendations: Provide commentary concerning geotechnical aspects of construction. This is anticipated to include excavation and backfilling, temporary excavation support and dewatering, protection of adjacent structures to remain, demolition of existing structures to avoid conflicts with new foundations, suitability of site soils for re-use as backfill, and foundation subgrade preparation.

3.4.3 – Utilities Assessment

Tighe & Bond will review existing utility information and provide an initial assessment of utilities that may require additional investigation or coordination prior to final design and construction.

Deliverables

- Boring logs and notes
- Geotechnical Memorandum, including laboratory test results
- Tables with applicable calculations
- Utilities Assessment

Task 4 – Alternatives Analysis Memorandum

Subtask 4.1 – Alternatives Analysis Memorandum

Tighe & Bond will perform a conceptual alternatives analysis to evaluate up to three rehabilitation/replacement alternatives for the project site.

Each alternative will be evaluated at a conceptual design level. Anticipated permitting impacts, hydrologic and hydraulic analysis, preliminary geotechnical data, compliance with Massachusetts River and Stream Crossing Standards, nature-based solutions, Natural Channel Design (NCD), Aquatic Organism Passage (AOP), bank biostabilization, and compatibility with adjacent stream restoration will be considered.

The design will focus on addressing NCD stream channel restoration associated with the concrete channel removal, and bank stabilization work required to provide stream equilibrium utilizing geomorphic and threshold design. Restoration treatments will aim to dissipate shear stress on the bank from water surface and restore stream, floodplain functions, bank stability, as well as appropriate opportunities to enhance habitat and promote flow from Long Pond into the Herring River. The restoration design will strive to benefit the Town resiliency objectives. Stabilization design will utilize modeling results and survey assessment findings to perform force-balance calculations for bank bioengineering and to determine appropriate size vertical stream grade control and energy dissipation structures.

Tighe & Bond will prepare a memorandum that summarizes the results of the existing conditions assessments proposed in Task 3 and will provide recommendations based on those findings. The consultant will research various anticipated permits required and provide a list of potential permits for these alternatives. Tighe & Bond will include an Opinion of Probable Construction Costs (OPCC) for the preferred alternatives, at a conceptual design level. Conceptual sketches will be prepared for the preferred alternative.

Deliverables

- Alternatives Analysis Memorandum
- Conceptual Drawings

Assumptions and Limitations

In an effort to provide you with a reasonable budget for the desired services, we have prepared a detailed scope of services based on our understanding of your needs. In this same regard, the following section describes assumptions, limitations, and excluded services. Tighe & Bond reserves the right to modify the approach or scope if these assumptions are invalidated or additional services are required. The following services are excluded:

- Coordination with MassDOT (assume no Chapter 85 review at this level of design).
- Pre-permitting or permitting coordination with local, state, and/or federal regulatory agencies.
- Coordination with utility companies.
- Right-of-Way Acquisition.
- Traffic Control and Police Details.
- Sampling and testing to determine the presence of hazardous materials.
- Scour analysis.
- Geotechnical evaluation suitable for final design.
- Hydrologic and hydraulic analysis suitable for final design.
- Design, Preparation of Contract Bid Documents, Bid or Construction Phase Services.

Fee and Schedule

Tighe & Bond will perform these services for a lump sum fee of **\$119,884**, invoiced monthly based on percentage complete of each phase below. If the scope of services is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. The included schedule and fees are based on the above scope of work and assumptions. The schedule includes reasonable allowances for review and approval times by applicable parties. This schedule may need to be adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by you, or for delays or other causes beyond our reasonable control.

Deliverables will be provided to the Town following the completion schedule below and invoicing will follow accordingly. All tasks listed within this scope will be completed before June 30, 2024, as per the requirements of the MVP Action Grant award.

| Task | Description | Total Project Cost | Completion Deadline |
|------|---|----------------------|---------------------|
| 1 | Project Kick-off, Management, and Reporting | \$ 6,659.00 | 06/30/2024 |
| 2 | Public Engagement Renderings and Meetings | \$ 14,712.00 | 06/30/2024 |
| 3 | Existing Conditions | \$ 50,418.00 | 04/30/2024 |
| 4 | Alternatives Analysis Memorandum | \$ 48,095.00 | 05/31/2024 |
| | | \$ 119,884.00 | 06/30/2024 |

We look forward to the opportunity to work with you on this project. If this proposal is acceptable, we request utilizing the form Agreement previously negotiated with the Town, more specifically the terms of our July 1, 2023 Agreement. We would also like to request incorporating select portions of our attached Terms and Conditions, modified as necessary to address applicable services for this project. Please contact Eric Ohanian (603-689-8641; ehanian@tighebond.com) or Daniel L. Murphy (508-944-0627; dlmurphy@tighebond.com) if you have any questions about the project understanding or our proposed scope of services.

Very truly yours,

TIGHE & BOND, INC.



Eric Ohanian, PE
Project Manager



Richard J. Benevento
Senior Vice President

Enclosures: Terms and Conditions – REV 04/2020

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"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "CONSULTANT"; "PROJECT" is defined in the accompanying proposal letter

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to CONSULTANT shall be made on the basis of invoices submitted by CONSULTANT and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse CONSULTANT for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. CONSULTANT shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. References to this agreement include these Terms & Conditions, any accompanying proposal or description of services, as well as any other documents referenced or incorporated therein. In the event one or more provisions of any of the foregoing documents conflict with the provisions of these Terms & Conditions, the provisions of these Terms & Conditions shall control.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against CONSULTANT.

3. STANDARD OF CARE

3.1 In providing services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by individuals providing such services in the same or similar locality for similar projects.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to CONSULTANT. In the event of any termination, CLIENT will pay CONSULTANT for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 CONSULTANT will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of CONSULTANT's report, unless mutually agreed otherwise or unless CONSULTANT's customary practice is to retain for a longer period of time for the specific type of services which CONSULTANT has agreed to perform. Upon request and mutual agreement regarding applicable charges, CONSULTANT will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of CONSULTANT, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to CONSULTANT of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by CONSULTANT.

6.2 Documents provided by CONSULTANT are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this PROJECT or for any other projects or sites. Documents provided by CONSULTANT on this PROJECT shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of CONSULTANT. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this PROJECT, without CONSULTANT's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on CONSULTANT's part, and CLIENT agrees to indemnify and hold CONSULTANT harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - CONSULTANT cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic writeable format. If CONSULTANT provides documents in writeable electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against CONSULTANT resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold CONSULTANT harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases – In the event that CONSULTANT prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and CONSULTANT that such PROJECT deliverables will be used and perhaps modified by CLIENT and that CONSULTANT's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by CONSULTANT, ownership is passed to CLIENT. CONSULTANT will retain the right to use the developed data and will archive the data for a period of three years from the date of PROJECT completion.

7. INSURANCE

7.1 CONSULTANT will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, Unmanned Aircraft, Cyber Liability, and Automobile Liability during this PROJECT. CONSULTANT will furnish certificates at CLIENT's request.

7.2 Risk Allocation - To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damage, of any nature whatsoever, the liability of CONSULTANT to all claimants with respect to this PROJECT will be limited to an aggregate sum not to exceed \$100,000 or CONSULTANT's compensation for consulting services, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7.3 Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this PROJECT.

7.4 CLIENT agrees that any and all limitations of CONSULTANT's liability or waivers of damages by CLIENT to CONSULTANT shall include and extend to those individuals and entities CONSULTANT retains for performance of the services under this Agreement, including but not limited to CONSULTANT's officers, partners, and employees and their heirs and assigns, as well as CONSULTANT's subconsultants and their officers, employees, and heirs and assigns.

8. DISPUTE RESOLUTION

8.1 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and CONSULTANT agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and CONSULTANT further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement prior to proceeding to litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for CONSULTANT to make any surveys, borings, explorations, tests or similar field investigations. CONSULTANT will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for CONSULTANT. If restoration of the land is required greater than those included in the scope of work, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. CONSULTANT shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of physically confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, outside of any agreed scope of work or greater than those anticipated in any agreed scope of work, CONSULTANT reserves the right to renegotiate the fees for CONSULTANT's services and CONSULTANT's continued involvement in the PROJECT. CONSULTANT will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances, outside or greater than any proposed in the agreed scope of work, may make it necessary for CONSULTANT to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate CONSULTANT for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or CONSULTANT's personnel. To the full extent permitted by law, CLIENT waives any claims against CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SITE INVESTIGATIONS

11.1 In soils, groundwater, soil gas, indoor air, or other investigations, conditions may vary between successive test points and sample intervals and for locations at or between where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in such evaluations, explorations, or investigations, changed or unanticipated conditions may occur that may affect overall PROJECT costs and/or execution. These variable conditions and related impacts on cost and PROJECT execution are not the responsibility of CONSULTANT.

11.2 CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to provide

information regarding subsurface conditions. Even an agreed sampling and testing program, implemented with appropriate equipment and personnel with the assistance of a trained professional performing in accordance with the applicable professional standard of care, may provide data or information which differs significantly from that discovered or encountered subsequently. Environmental, geological, and geotechnical conditions, that CONSULTANT may infer to exist between sampling points may differ significantly from those discovered or encountered subsequently. The passage of time also should be considered, and CLIENT recognizes that due to natural occurrences or direct, or indirect human intervention at or near the site, actual conditions may quickly change. CONSULTANT shall not be responsible for the identification of emerging contaminants for which no current regulatory provisions exists nor shall CONSULTANT be held liable for not identifying or discussing these compounds even if those compounds are detected at a later date. CLIENT realizes that these risks cannot be eliminated. The services included in this agreement are those agreed to, or selected, consistent with CLIENT's risk preferences and other considerations including cost and schedule.

11.3 By authorizing CONSULTANT to proceed with the site investigation services, CLIENT confirms that CONSULTANT has not created nor contributed to the presence of any existing hazardous substances or conditions at or near the site. CLIENT recognizes that there is an inherent risk in drilling, borings, punching or driving probes, excavating trenches or implementing other methods of subsurface exploration at or near a site contaminated by hazardous materials. Further, CLIENT recognizes that these are inherent even through the exercise of the Standard of Care. CLIENT accepts the risk and agrees to defend, indemnify, and hold CONSULTANT and each of CONSULTANT's subcontractors, consultants, officers, directors, and employees harmless against and all claims for damages, costs, or expenses direct or consequential, in connection with a release of hazardous substances, except to the extent that such claims, damages, or losses are adjudicated to have resulted from CONSULTANT's gross negligence or willful misconduct in the performance of the services.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by CONSULTANT, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's PROJECT is selected for an audit, CLIENT agrees to compensate CONSULTANT for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and CONSULTANT will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT implementation.

13.2 CLIENT will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to CONSULTANT in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT

deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 CONSULTANT has no control over cost or price of labor and materials required to implement CLIENT's PROJECT, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty, expressed or implied, that CLIENT's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by CONSULTANT. If CLIENT wishes additional information as to any element of PROJECT cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

The following provisions shall be applicable should the CONSULTANT be retained to provide Construction Phase Services in connection with the PROJECT:

15.1 CLIENT and Contractor - The presence of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - CONSULTANT and CONSULTANT's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

15.3 On-site Responsibility - The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by CONSULTANT to CLIENT for periodic construction progress payments to the construction contractor(s) are based on CONSULTANT's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that

continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of CONSULTANT's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the CONSULTANT be retained to provide design services but not be retained to provide Construction Phase Services in connection with the PROJECT:

16.1 It is understood and agreed that the CONSULTANT's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the CONSULTANT that may be in any way connected thereto.

16.2 In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

17. SCHEDULE

17.1 The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters, pandemics, or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants.

17.2 The CONSULTANT's schedule includes reasonable allowances for review and approval times required by the CLIENT, performance of services by the CLIENT's consultants, and review and approval times required by public authorities having jurisdiction over the PROJECT. This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size

of the PROJECT requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

18. MISCELLANEOUS TERMS

18.1 GOVERNING LAW - The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the jurisdiction where the PROJECT is located, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

18.2 LENDERS' REQUIREMENTS- The CONSULTANT shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

18.3 CORPORATE PROTECTION - Notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Massachusetts corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

18.4 TITLES - The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

18.5 Upon execution, these terms as incorporated into the accompanying proposal represent the final intent of the parties. Any modification, rescission, or waivers of these terms shall only be effective and binding if agreed to in writing by the parties.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

| | | | |
|---|------------------------------|--|----------------------------|
| CONTRACTOR LEGAL NAME: Town of Harwich (and d/b/a): | | COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy & Environmental Affairs MMARS Department Code: ENV | |
| Legal Address: (W-9, W-4): 732 Main Street, Harwich, MA 02645 | | Business Mailing Address: 100 Cambridge St – Suite 900 Boston, MA 02114 | |
| Contract Manager: Lincoln Hooper, Dept. of Public Works Director | Phone: (508) 430-7514 | Billing Address (if different): | |
| E-Mail: lhooper@harwichdpw.com | Fax: | Contract Manager: Kara Runsten | Phone: 617-312-1594 |
| Contractor Vendor Code: VC | | E-Mail: kara.runsten@mass.gov | Fax: |
| Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.) | | MMARS Doc ID(s): | |
| PROCUREMENT OR EXCEPTION TYPE: (Check one option only) | | CONTRACT AMENDMENT | |
| <input checked="" type="checkbox"/> NEW CONTRACT Statewide Contract (OSD or an OSD-designated Department) 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) Emergency Contract (Attach justification for emergency, scope, budget) Contract Employee (Attach Employment Status Form, scope, budget) Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget) | | Enter Current Contract End Date Prior to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget) | |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions | | | |
| COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$89,913 | | | |
| 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.) To complete the project entitled "Harwich Route 124 Culvert Restoration" as outlined in Attachment A and Attachment B. | | | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ol style="list-style-type: none"> <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 , 2024, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments. | | | |
| CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. | | | |
| AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____, Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____ | | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____ | |



**Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

**Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
(must match Form W-9 tax classification)**

| | |
|-----------------------|--|
| Contractor Legal Name | Contractor Vendor/Customer Code <small>(if available, not the Taxpayer Identification Number or Social Security Number)</small> |
|-----------------------|--|

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: **1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.** Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

| Authorized Signatory Name | Signature (Signature as it will appear on contract or other documents) | Title | Phone Number | Email Address |
|---------------------------|--|-------|--------------|---------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

| | |
|------------|---------------|
| Signature | Date |
| Print Name | Phone Number |
| Title | Email Address |

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

12/13/18 Revised Procurement Checklist

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

*Note: contracts (not grants) below \$75,000 can be signed by Town Administrator.

- 1. Please provide a separate page titled "Summary of Project" which includes:
a. Provide how many bidders there were, the range of bids, and apparent low bidder. 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.
2. Finance Director has signed that funds are available: 014 218/62310 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.

Buildings and Public Works
C1. Please show Prevailing Wage was used.
C2. If construction is near \$10,000 you also need:
a. Written spec sheet.
b. Advertised for two weeks on Central Register and COMMBUYS.
c. Apparent low bidder posted to Town website.
C3. If construction over \$25,000 you need C1, C2, as well as:
a. Show project was in the Capital Plan.
b. Low bidder provides 50% payment bond after Selectmen's countersignature.
C4. If construction over \$50,000 you need C1, C2, C3, as well as:
a. Bid Bond of 5% of total value.
b. Sealed Bids.
c. End of Public Works construction requirements
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:
a. Advertise in Central Register and local newspaper for two weeks.
b. Set a designer fee or price ceiling.
c. Use Standard Designer Application Form
C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as:
a. 100% payment bond was in bids.
b. 100% performance bond was in bids.
c. DCAMM certified bidders.
i. DCAMM certified sub-bids if over \$25,000.
C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as:
a. Solicit qualifications prior to sealed bids.
Goods and Services
GS1. If procured using the State Bid List:
a. Over \$25,000 please show project was on the Capital Plan.
GS2. If project is over \$5,000:
a. Please provide written spec sheet used and who it was sent to.
b. Maximum contract length is three years.
GS3. If project is over \$50,000:
a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.
b. Show project utilized sealed bids.
c. Apparent low bidder posted to Town website.
GS4. If project is over \$100,000:
a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.
b. Show project utilized sealed bids.
Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.
Note 2: Bids may be negotiated downwards but never higher than original quote.
Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.
Exempt = Engineering Grant Reimbursement of \$89,913

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

Signature of Town Administrator or Assistant Town Administrator: [Signature]

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

TOWN
ADMINISTRATOR'S
REPORT

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Carlene Jones, Assessing Director

RE: Contract with CAI, for GIS Mapping

Date: July 25, 2023

CAI will convert and reconfigure the existing Assessing Departments tax map data to industry standard ESRI file geodatabase format. The resulting digital product will support modifying a single data set for future tax map and GIS data maintenance services.

CAI currently provides all our digital mapping services; this would be an enhancement of those services. This will enable us to update the maps more often to be in line with the Article 39 project findings reflected accurately to the public.

Funding for this contract is supported through the ATM'24, Article #16, project 5. This contract is in the amount of \$24,900.00.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Carlene Jones DEPARTMENT: Assessing

FUNDING SOURCE: Included in IT Capitol article FY24 Town Meeting Article 16, Project 5

Appropriated amount: \$ 24,900 Estimated cost: \$24,900 Actual cost: \$

PROCUREMENT METHOD:

Best business practices

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.

CAI shall convert and reconfigure the existing Assessing Department's tax map data (parcel and text) to industry standard ESRI file geodatabase format. The resulting product will support modifying a single data set for future tax map and GIS data maintenance services. All text is set to conform to standard cartographic practices. Text will be added to the geodatabase using CAI standard templates to set the text size, font, color and symbol for each feature.

CAI shall configure an ESRI ArcGIS v. 10 x tax map plotting .mxd document using Data Driven Pages. This document will be used to create hard copy and PDF tax maps. The maps will contain standard map features such as a legend, north arrow, Town seal, etc. CAI shall configure an additional .mxd document designed for reproducing the Harwich index map. The index map will include features and labels for the tax map grid, roads, water, etc.

CAI shall develop a preliminary tax map set for review and acceptance prior to final delivery. CAI will incorporate the changes noted by the Assessing Department and deliver a final color tax map set in both 24 x 36 and 11 x 17 size. Work will be completed within 5 months of receipt of a fully executed contract.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Kathleen Barrette Account # 011558 623165
DocuSigned by: Kathleen Barrette 83B11569769A4FD...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
DocuSigned by: Joseph F. Powers 0623C0C5799644E...

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Select Board, hereinafter referred to as "Town," and Cartiographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies with an address of 11 Pleasant Street, Littleton, NH 03561 hereinafter referred to as "Contractor", effective as of the 31st day of July, 2023. 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 professional GIS services including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing August 1, 2023 through June 30, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$24,900.00 The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor

shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

- 1) General Liability with liability coverage for personal injury, bodily injury and property damage including Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance shall be written on an occurrence basis. This policy shall provide coverage on a primary and non-contributory basis and should name the Municipality as an "Additional Insured".
- 2) Automobile Liability (applicable for any automobile operating exposure) with limits of not less than \$1,000,000 covering all owned, non-owned, hired, rented or leased vehicles. The Municipality should be named as an "Additional Insured". See Snow Plowing Recommendations
- 3) Workers' Compensation and Employers' Liability Insurance including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than \$500,000 per accident. Each contractors, subcontractors, and consultants performing work on or about the Premises shall have similar policies covering their employees.
- 4) Umbrella Liability of at least \$2,000,000 per occurrence with a \$2,000,000 Annual Aggregate. The Municipality should be named as an "Additional Insured".

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, Tim Fountain, 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.

02-0387285
Social Security Number or
Federal Identification Number

DocuSigned by:
Tim Fountain
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen Over \$75,000

DocuSigned by:
Tim Fountain
0AE0FAD1E7D048A...
Tim Fountain Vice President

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:
Kathleen Barrette 24,900
Finance Director (\$ _____) Contract Sum

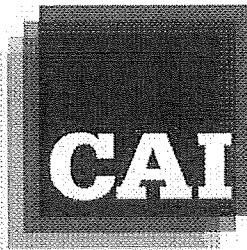
DocuSigned by:
Joseph F. Powers
Town Administrator C5799644E...

Account/PO # _____



TAX MAP CONVERSION SERVICES FOR THE TOWN OF HARWICH, MASSACHUSETTS

Submitted June 7, 2023 by



Technologies

Precision Mapping. Geospatial Solutions.

11 Pleasant Street, Littleton, NH 03561

P (603) 444-6768 / (800) 322-4540

cai-tech.com



Special Achievement in GIS
2020 Award Winner



ArcGIS Online
Specialty

SCOPE OF WORK

TAX MAP DATA CONVERSION SERVICE

1. CAI shall convert the CLIENT's existing tax map data (parcel and text) to CAI Technologies' standard ESRI file geodatabase format.
2. Text, if shown on the existing maps, to be reproduced shall include all text as follows:
 - Road names
 - Water names
 - Easement names
 - Parcel numbers
 - Parcel areas
 - Dimensions
 - Adjacent town names
 - Exempt parcels
 - 'Part of text'
3. Digital Drafting Standards

The intent of CAI's service is to convert and reconfigure the existing tax map data (parcels & text) to industry standard ESRI file geodatabase format. The resulting digital product will support modifying a single data set for future tax map and GIS data maintenance services.

All text is set to conform to standard cartographic practices. Text will be added to the geodatabase using our standard templates to set the text size, font, color and symbol for each feature. If a text height must be reduced, it will be dropped to accommodate the cartographic need.

4. All text shall be digitized/converted using ArcGIS software, in a professionally acceptable format, per the standards previously listed in Item 3.
5. CAI shall generate new tax maps matching the CLIENT's existing map grid layout.
 - A. The CLIENT's existing tax map Index will be converted into the ESRI GIS file geodatabase format and used for tax map production to ensure that parcels are shown on the correct maps.
 - B. CAI shall configure an ESRI ArcGIS v. 10 x tax map plotting .mxd document using Data Driven Pages. This document will be used to create hard copy and PDF tax maps. The maps will contain standard map features such as a legend, north arrow, TOWN seal, adjacent sheet index, map disclaimer and date of revision.
 - C. CAI shall configure an additional ESRI ArcGIS v. 10 x .mxd document designed for reproducing the CLIENT's index map. The index map will include features and labels for the tax map grid, roads, railroads, water and adjacent municipalities.
6. CAI shall develop a preliminary tax map set in PDF format for review and acceptance prior to final delivery. Changes to the maps should be noted either in the PDF document or the CLIENT can print the PDF maps and note changes on the hard copies prior to sending them back to CAI. CAI staff will incorporate the changes noted by the CLIENT prior to final delivery.

CLIENT RESPONSIBILITIES

The CLIENT shall appoint a contact person to serve as project liaison between the CLIENT and CAI.

The CLIENT shall provide comments and or changes to the preliminary tax maps within thirty (30) days of receipt.

DELIVERABLES

1. CAI shall deliver one (1) complete set of preliminary, color tax maps in PDF format.
2. CAI shall deliver one (1) complete set of final, color tax maps in PDF format.
3. CAI shall deliver one (1) complete set of full size, final color paper tax maps.
4. CAI shall deliver one (1) complete set of preliminary full size (24"x36") hard copy color tax maps.
5. CAI shall deliver one (1) complete set of final reduced size (11"x17") hard copy color tax maps.

TIMING

CAI shall complete the Tax Map Conversion services within five (5) months of receipt of a fully executed contract.

COST AND PAYMENT TERMS

TAX MAP CONVERSION \$ 24,900.00

Payment shall be due within 30 days of invoicing. Said invoicing, to be done after July 1, 2023, as follows:

1. Twenty percent, (\$4,980.00), of the Tax Map Conversion to be invoiced upon receipt of a duly executed contract and after July 1, 2023.
2. Balance, (\$19,920.00), to be invoiced based on the portion of work completed and reported to the CLIENT.

TAX MAP CONVERSION SERVICES CONTRACT FOR THE TOWN OF HARWICH, MASSACHUSETTS

June 7, 2023

This is a contract made this 7th day of June, 2023 between Cartographic Associates, Inc., doing business as CAI Technologies, a New Hampshire corporation with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI and the Town of Harwich, a municipal corporation located at 732 Main Street, Harwich Center, MA 02645, hereinafter called the CLIENT, to provide professional GIS services according to the specifications, terms and conditions below written.

Witnesseth, the above parties agree as follows:

1. All work shall be done according to the Tax Map Conversion Services Proposal, dated June 7, 2023, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract.
2. The total consideration of this contract is \$24,900.00 per the specifications in the above referenced proposal.
3. CAI agrees that this contract shall not be assigned, transferred, conveyed or otherwise disposed of without the previous express written consent of the CLIENT and neither shall said CAI's right, title, interest or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the CLIENT.
4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested services.

This contract shall be construed under the laws of the Commonwealth of Massachusetts.

In Witness whereof, the parties hereto have executed this agreement as of the date first above written, by their duly authorized officers.

TOWN OF HARWICH, MASSACHUSETTS

DocuSigned by:

Joseph F. Powers

0623C0C5799644E...

Joseph F. Powers Town Administrator

Town of Harwich



Timothy Fountain
 Timothy Fountain, GISP
 Vice President

Project Name: Tax Map and GIS maintenance

TM Year and Article #: ATM 23, article 16

Appropriation: \$387,000 Low Bidder: CAI Technology

Bid Price: \$24,900

12/13/18 Revised Procurement Checklist

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

*Note: contracts (not grants) **below \$75,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: 011558/623/65 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.

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

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

Signature of Town Administrator or Assistant Town Administrator: 

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 0264



Memo

To: Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Annual Software Renewal with DocuSign

Date: August 14, 2023

The Town of Harwich has utilized the electronic documentation software DocuSign for several years. Carahsoft DocuSign is on Master Contract AR2472 and best practices through procurement law MGL C30b were used. This contract is a one year renewal in the amount of \$10,044.00.

Funding for this contract is supported through the IT annual operating budget.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Sarah Eaton DEPARTMENT: Information Technology

FUNDING SOURCE: ORG: 011552 OBJ: 542013

Appropriated amount: \$10,044.00 Estimated cost: _____ Actual cost: _____

PROCUREMENT METHOD:

Annual Software Renewal

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.

Annual software renewal for DocuSign services/program

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: _____ DocuSigned by: Kathleen Barrette _____ Account # 011552 542013
83B11569769A4FD...

Approved to proceed: Town Administrator or Designee: _____ DocuSigned by: Joseph P. Powers _____
0623C0C5799644E...



DocuSign Government at Carahsoft



11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Sarah Eaton
 IT Director
 Town of Harwich
 732 Main St
 Harwich, MA 02645 USA

FROM: Jennifer Yeater
 DocuSign Government at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: seaton@harwich-ma.gov

EMAIL: Jennifer.Yeater@carahsoft.com

PHONE: (508) 430-7570

PHONE: (571) 662-3397

FAX: (703) 871-8505

TERMS: Contract Number: ITS60
 Master Contract Number: AR2472
 Contract Term: 04/19/2019 to 09/16/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 45 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 39649873
QUOTE DATE: 06/26/2023
QUOTE EXPIRES: 08/01/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$10,044.00

TOTAL QUOTE: \$10,044.00

| LINE NO. | PART NO. | DESCRIPTION | QUOTE PRICE | COOP | QTY | EXTENDED PRICE |
|---------------------|----------|--|-------------|------|------|----------------|
| 1 | APT-0383 | DocuSign Business Pro for Gov - Env DocuSign, Inc. - APT-0383 Start Date: 08/01/2023 End Date: 07/31/2024 | \$2.9113 | COOP | 3000 | \$8,733.90 |
| 2 | APT-0075 | Premier Support 15% of Recurring Fees (15% of List Price per \$100 of List License Fees) DocuSign, Inc. - APT-0075 Start Date: 08/01/2023 End Date: 07/31/2024 | \$0.4367 | COOP | 3000 | \$1,310.10 |
| SUBTOTAL: | | | | | | \$10,044.00 |
| TOTAL PRICE: | | | | | | \$10,044.00 |
| TOTAL QUOTE: | | | | | | \$10,044.00 |



DocuSign Government at Carahsoft



11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | QTY | EXTENDED PRICE |
|----------|----------|-------------|---|-------------|-----|----------------|
|----------|----------|-------------|---|-------------|-----|----------------|

Please reference GSA Contract # and Carahsoft #39649873 on your Purchase Order.

Product Details eSignature Envelope Allowance: 3,000

 Overage/Usage Fees

eSignature Business Pro for Gov - Env (Per Transaction): \$6.72

 Terms & Conditions

This Quote covers the DocuSign Products and Services described herein and is governed by Carahsofts NASPO Contract Terms and Conditions available online at: <https://www.naspo.valuepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/>
 Customer must reference Quote number on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription and support pricing will be in accordance with DocuSign's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Licensee agrees that any order for DocuSign will be governed by the terms and conditions of the Carahsoft DocuSign Service Agreement copies of which are found at https://static.carahsoft.com/concrete/files/2616/5962/5258/DocuSign_Master_Services_Agreement_fo_Public_Sector.pdf and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the TOU, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Should the customer purchase any version of DocuSign's IL-4 licensing the below terms will apply.

Reference the Memorandum previously provided to DISA Authorizing Official (dated March 27, 2021) detailing the Provisional Authorization (PA) granted by DISA, exceptions to/exclusions from the PA, and conditions DocuSign is required to meet in order to maintain the PA. DocuSign is not yet authorized to connect to NIPRnet. Customer acknowledges that as of the Order Start Date, DocuSign does not have a BCAP connection to NIPRnet. Therefore, as a result, if Customer does not currently have DISA approval to forego the BCAP connection to NIPRnet:

- Customer will not use any DocuSign DoD/IL-4 products in production without a BCAP connection (or DISA approval);
- Customer will not host, store or transmit production data in the IL4 environment without a BCAP connection to NIPRnet or a documented exception from DISA per to use DocuSign products while forgoing the BCAP;
- Customer agrees not to use any DocuSign DoD/IL-4 products to connect to any DocuSign environment via a non BCAP end point without a documented exception from DISA to use DocuSign products while forgoing the BCAP;
- Customer is responsible for any customer data sent to third party applications (regardless of whether third party applications are IL-4 certified).

Enterprise Premier Support for IL-4 customers is available from 9:00am - 8:30pm Eastern Standard Time.

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and DocuSign Government at Carahsoft, with an address of 11493 Sunset Hills Road, Suite 100, Reston, Virginia 20190, hereinafter referred to as "Contractor", effective as of the 19th day of July, 2023. 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 DocuSign Business Pro for Government, including the scope of services set forth in attached Quote #39649873. This order is placed under Master Contract Number AR2472.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing August 1, 2023 through July 31, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$10,044.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.

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, Natalie Lemay, 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.

52-2189693
Social Security Number or
Federal Identification Number

DocuSigned by:
Natalie Lemay
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen Over \$75,000

DocuSigned by:
Natalie Lemay
Natalie Lemay

State & Local Contracts Manager

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:
Kathleen Barrette (\$ 10,044)
Finance Director Contract Sum

DocuSigned by:
Joseph F. Powers
Town Administrator



DocuSign Government at Carahsoft



11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Sarah Eaton
IT Director
Town of Harwich
732 Main St
Harwich, MA 02645 USA

FROM: Jennifer Yeater
DocuSign Government at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: seaton@harwich-ma.gov

EMAIL: Jennifer.Yeater@carahsoft.com

PHONE: (508) 430-7570

PHONE: (571) 662-3397

FAX: (703) 871-8505

TERMS: Contract Number: ITS60
Master Contract Number: AR2472
Contract Term: 04/19/2019 to 09/16/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 45 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 39649873
QUOTE DATE: 06/26/2023
QUOTE EXPIRES: 08/01/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$10,044.00

TOTAL QUOTE: \$10,044.00

| LINE NO. | PART NO. | DESCRIPTION | QUOTE PRICE | COOP | QTY | EXTENDED PRICE |
|--------------|----------|--|-------------|------|------|----------------|
| 1 | APT-0383 | DocuSign Business Pro for Gov - Env DocuSign, Inc. - APT-0383 Start Date: 08/01/2023 End Date: 07/31/2024 | \$2.9113 | COOP | 3000 | \$8,733.90 |
| 2 | APT-0075 | Premier Support 15% of Recurring Fees (15% of List Price per \$100 of List License Fees) DocuSign, Inc. - APT-0075 Start Date: 08/01/2023 End Date: 07/31/2024 | \$0.4367 | COOP | 3000 | \$1,310.10 |
| SUBTOTAL: | | | | | | \$10,044.00 |
| TOTAL PRICE: | | | | | | \$10,044.00 |
| TOTAL QUOTE: | | | | | | \$10,044.00 |



DocuSign Government at Carahsoft

carahsoft.

11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

| LINE NO. | PART NO. | DESCRIPTION | QUOTE PRICE | QTY | EXTENDED PRICE |
|----------|----------|-------------|-------------|-----|----------------|
|----------|----------|-------------|-------------|-----|----------------|

Please reference GSA Contract # and Carahsoft #39649873 on your Purchase Order.

Product Details eSignature Envelope Allowance: 3,000

 Overage/Usage Fees

eSignature Business Pro for Gov - Env (Per Transaction): \$6.72

 Terms & Conditions

This Quote covers the DocuSign Products and Services described herein and is governed by Carahsofts NASPO Contract Terms and Conditions available online at: <https://www.naspo.valuepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/>
 Customer must reference Quote number on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription and support pricing will be in accordance with DocuSign's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Licensee agrees that any order for DocuSign will be governed by the terms and conditions of the Carahsoft DocuSign Service Agreement copies of which are found at https://static.carahsoft.com/concrete/files/2616/5962/5258/DocuSign_Master_Services_Agreement_fo_Public_Sector.pdf and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the TOU, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Should the customer purchase any version of DocuSign's IL-4 licensing the below terms will apply.

Reference the Memorandum previously provided to DISA Authorizing Official (dated March 27, 2021) detailing the Provisional Authorization (PA) granted by DISA, exceptions to/exclusions from the PA, and conditions DocuSign is required to meet in order to maintain the PA. DocuSign is not yet authorized to connect to NIPRnet. Customer acknowledges that as of the Order Start Date, DocuSign does not have a BCAP connection to NIPRnet. Therefore, as a result, if Customer does not currently have DISA approval to forego the BCAP connection to NIPRnet:

- Customer will not use any DocuSign DoD/IL-4 products in production without a BCAP connection (or DISA approval);
- Customer will not host, store or transmit production data in the IL4 environment without a BCAP connection to NIPRnet or a documented exception from DISA per to use DocuSign products while forgoing the BCAP;
- Customer agrees not to use any DocuSign DoD/IL-4 products to connect to any DocuSign environment via a non BCAP end point without a documented exception from DISA to use DocuSign products while forgoing the BCAP;
- Customer is responsible for any customer data sent to third party applications (regardless of whether third party applications are IL-4 certified).

Enterprise Premier Support for IL-4 customers is available from 9:00am - 8:30pm Eastern Standard Time.

Project Name: DocuSign Contract

TM Year and Article #: operating budget

Appropriation: annual software renewal

Bid Price: \$10,044

12/13/18 Revised Procurement Checklist

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

*Note: contracts (not grants) **below \$75,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: 011552 - 542013 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.

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

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

Signature of Town Administrator or Assistant Town Administrator: 

HARWICH HARBORMASTER DEPARTMENT

July 2023 Monthly Report

Operations

- Harbormaster boats performed 7 assistance tows for disabled boats.
- Conducted safety zone details for fireworks at the Wequassett Inn on 7/4 & 7/8.
- Dewatered a 17' boat in the Wychmere Outer Harbor that was close to sinking. After dewatering the boat was towed to the Harwich Port Boat Yard ramp where the owner hauled it out.
- Spoke to a jetskier that had a verbal altercation with a lifeguard at Long Pond. The jetskier was told to stay clear of the swim buoys on the pond and the issue was resolved.
- Assisted a boater on Long Pond after he had severely damaged his trailer from dropping off the end of the ramp at Fernandes Bog. The owner was allowed to use an unoccupied public mooring until he could get someone to haul his boat out.
- Received an alert from office staff that a boat that appeared to be sitting low in the water was approaching the boat ramp at Saquatucket Harbor (SAQ). The two occupants were able to step onto the dock as the boat sank. Dock lines were cleated off to prevent the boat from going to the bottom. The owners contacted TowBoat U.S. to recover the boat and haul it out.
- Received a mayday call on channel 16 from a boat on fire near the SAQ entrance channel. The Harbormaster responded aboard Marine 77 and took the sole occupant off the burning boat. The boat was taken in a slow stern tow as two TowBoat U.S. boats used water pumps to bring the fire under control. 77A brought out a crew from Harwich Fire and they were able to determine that the fire was out. A plug was used to control water coming in through an exhaust port and a dewatering pump was able to keep up with minor flooding. The boat was towed to the SAQ boat ramp and hauled out.
- Conducted boat checks at Allen Harbor Marine, Allen Harbor Yacht Club, and Harwich Port Boatyard for compliance with Waterway User Fee requirements.
- Provided boat patrol aboard Marine 77 with Conservation Agent to check status of private property construction projects with conservation mandated elements.

Administration

- Submitted 2023 Dredge Surveys to Department of Environmental Protection (DEP)
- Submitted ATON Discrepancy for extinguished Saquatucket east jetty light to Coast Guard Sector Southeastern New England
- Emailed Allen Harbor Marine & Harwich Port Boatyard tenants for outstanding User Fees.
- Worked with Cavossa (trash) to straighten out billing.
- Transient Reservations: 76
- Parking Tickets: 62

Maintenance

- Repaired section of rub rail at slip 005 at SAQ.
- Replaced toilet paper holders in the slip holders and public bathrooms at SAQ.
- Planted a new dogwood tree near the workshop to replace one that had died.
- Routine building and grounds maintenance.

Meetings

- Attended MA Dredging Program Grant Award ceremony – town received \$50,000.
- Attended monthly Barnstable County Dredge Advisory Committee meeting.
- Participated in planning meeting with Association to Preserve Cape Cod (APCC) for the Route 28 Herring River Landing site renovations.
- Met with project engineer from Coastal Engineering Co to discuss revised proposal for construction of a pier, ramp and float at 9 & 11 Herring Run.
- Met with Assistant TA to discuss potential candidates for Natural Resources Director position.
- Planned and attended farewell gathering at the harbor for Heinz Proft (Natural Resources Director)