

**SELECTMEN'S MEETING AGENDA\***

*Donn B. Griffin Room, Town Hall*

*732 Main Street, Harwich, MA*

*Executive Session 6:15 P.M.*

*Regular Meeting 6:30 P.M.*

*Monday, September 16, 2019*

*\*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**

**EXECUTIVE SESSION** – 1. Pursuant to MGL c.30A, §21(3) to conduct strategy sessions with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares – Harwich Employee Association (HEA).

**II. PLEDGE OF ALLEGIANCE**

**III. WEEKLY BRIEFING**

A. Sewerage Work Improvement Phase 2 – Contract #1 – Construction Schedule – Weekly Update

**IV. PUBLIC COMMENTS/ANNOUNCEMENTS**

**V. CONSENT AGENDA**

**VI. PUBLIC HEARINGS/PRESENTATIONS** (Not earlier than 6:30 P.M.)

A. YMCA Presentation – Stacie Peugh, President & CEO

**VII. NEW BUSINESS**

A. Board of Selectmen's Goals / Budget/Warrant Time Line FY2021 – 9/16/19 - Chair

B. Annual Meetings with the Board:

1. Bikeways Committee

2. Voter Information Committee

3. Traffic Safety Committee

C. Request to waive the room rental fee of \$200.00 for the Harwich Elementary School. The event will be held on 11/1/19 at the Harwich Cultural Center – Carolyn Carey Approves.

D. Stump Grinder Equipment Discussion - Lincoln Hooper

**VIII. CONTRACTS**

A. Award of Phase 2 Contract 2 Sewer Project - RJV Construction Corp - \$6,621,306.25

B. Vote to Approve – FY202 Inter-municipal Agreement – Orleans Day Center Program

C. Vote to Approve – Fire Station #2 – Procurement of Furnishing & Related Materials - \$26,227.13

D. Vote to Approve – Brooks Free Library Pump Motor Drives - \$31,500.40

E. Vote to Approve – Brooks Free Library Energy Management System - \$54,067.00

F. Vote to Approve – Brooks Free Library Boiler Replacement - \$80,800.00

**IX. OLD BUSINESS**

A. Vote on nomination for District of Critical Planning Concern (DCPC) for Route 28 in West Harwich from the Dennis Port Town Line to the west side of the Herring River following recommendation by the Planning Board

B. Noise violations by Ember submitted by the Police Chief - *schedule Public Hearing and designate the Town Administrator as Hearing Officer*

**X. TOWN ADMINISTRATOR'S REPORTS**

A. Insurance Liability Binder

B. Dam Safety Inspections

C. Cornelius Pond Woodlands Harwich Conservation Trust - Opening Ceremony

D. Departmental Reports

**XI. SELECTMEN'S REPORT**

**XII. ADJOURNMENT**

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

**Authorized Posting Officer:**

**Posted by:** \_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Patricia Macura, Admin. Secretary

**Date:** \_\_\_\_\_  
September 12, 2019

TOWN OF HARWICH, MASSACHUSETTS  
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #1  
SEWER PROJECT

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

Date Submitted: September 10, 2019

**One Week Look Ahead (9/16-9/20)**

- Mainline Sewer Crew # 1
  - Continue Installation of sewer services on Herndon Road
  - Continue Installation of Sewer Services on Various Locations
  - Commence Installation on Johanna's Path
- Mainline Sewer Crew # 2
  - Continue Installation on RT137
  - \*\* Detour \*\*

**Two Week Look Ahead (9/23-9/27)**

- Mainline Sewer Crew # 1
  - Continue Installation on Johanna's Path
- Mainline Sewer Crew # 2
  - Continue Installation on RT137
  - \*\* Detour \*\*

**Three Week Look Ahead (9/30-10/4)**

- Mainline Sewer Crew # 1
  - Continue Installation on Johanna's Path
- Mainline Sewer Crew # 2
  - Continue Installation on RT137
  - \*\* Detour \*\*

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

**Harwich Board of Selectmen**  
**2020 Goals**

**Goal 1: Governance.** As directed by the town Charter, The BOS shall serve as chief policy-making agency of the town and provide direction to the Town Administration (TA) to achieve the wishes of the Town Meeting and BOS

Objective A: Develop measurable and accountable Goals and Objectives with the TA to achieve BOS and Town Meeting directives including printed warrant explanations and verbal assurances made during debate.

Objective B. Include non-Community Preservation Committee articles requiring funding in the Town Meeting Warrant only when they represent dollar figures derived from procurement bids or firm state contract prices where expenditures are being made by such articles.

Objective C. Award contacts subject to borrowing only after due diligence ensures all work approved in the Town Meeting warrant article is included.

Objective D: Communicate and conduct Town government business in an efficient, effective, transparent, respectful and responsive manner.

Objective E: Encourage volunteer membership onto Town Committees through active recruitment, promotion of respectful conduct of meetings and independent input into town policies. Establish broad policy for employee retention.

**Goal 2: Financial Leadership and Stability:** Develop FY2021 budget which minimizes spending increases and is within the limits of Proposition 2 ½.

Objective A: Develop a budget which limits growth in operating expenses to no more than two percent and manages debt payments as much as possible to maintain level debt service obligations.

Objective B: Develop a budget which avoids the use of capital exclusions, limits the use of debt exclusions and is within the limits of Proposition 2 ½ without the need for a general over-ride.

Objective C: Develop new approaches to factually inform potential impacts resulting from budget decisions. Provide transparency in town finances.

Objective D: Continue to explore organization structure, information technology and use of contract services to increase efficiency and reduce costs.

Objective E: Seek/evaluate new funding sources

Objective F: Develop specific financial strategies to increase S&P Bond rating.

**Goal 3:** Continue implementation of the Comprehensive Wastewater Management Plan (CWMP)

to meet regulatory obligations.

Objective A: Work with staff, consultants and other available resources to plan, design and manage CWMP to minimize costs and time CWMP phases to make debt payments within the Capital Budget Plan to maintain level debt service obligations.

Objective B: Continue implementation of the Comprehensive Wastewater Management Plan with construction of Phase 2

Objective C: Continue to work with Dennis and Yarmouth to create a regional wastewater partnership with specific input into governance, finances and timing of such a partnership.

Objective D: Ensure all wastewater issues are communicated to residents for their input and understanding.

Objective E: Explore alternatives as they become available to possibly improve wastewater treatment efficiently and to reduce costs.

**Goal 4:** Work with the Affordable Housing Trust to aggressively pursue the creation of affordable and workforce housing.

Objective A: Identify funding strategies for the Trust

Objective B: Engage, educate and communicate with town residents and organizations on housing initiatives and programs to increase housing

Objective C: In addition, pursuing potential parcels for affordable housing, emphasize the use of private-public or non-profit-public partnerships for housing.

Objective D: Selectmen will continue to promote the adaptation of an accessory use apartment by-law zoning revision to assist property owners in providing a supplemental income to age in place in their homes or to offer additional workforce housing options.

**Goal 5:** Economic Development

Objective A: Work closely with the Chamber of Commerce to promote the town of Harwich and the needs of its local businesses.

Objective B: Continue to encourage simplification, transparency and rapid response time of regulatory/permitting actions to encourage business and resident non-business interests.

Objective C: Work with businesses and neighborhoods to find best compromises to meet parking demands and establish noise control policies.

## BUDGET/WARRANT TIME LINE FY2021

Monday, June 17, 2019	Review Town Meeting Results and actions to take	
Monday, July 1, 2019	First goals discussion	
Monday, July 15, 2019	Continuation of goals discussion	
Monday, July 29, 2019	Set Goals	
Monday, August 12, 2019	Potential articles and assign to committees and departments. By Law Charter Review Committee to come in to discuss	
Monday, August 26, 2019	Discuss potential C P C articles	
Friday, August 23, 2019	Capital Budget Instructions submitted by T A to Departments	
Monday, September 16, 2019	Discuss Budget Message	
Friday, September 20, 2019	Deadline for submission of Department Capital Budgets to the T A	
Monday, September 30, 2019	TA presents BOS with 5-Year Financial Plan	<b>Charter 9-2-1/on or before October 1<sup>st</sup></b>
TBD	MRSD and Cape Cod Tech meeting with Selectmen and Fincom to discuss enrollments by class and demographics, including a five year projection of same.	
Monday, September 30, 2019	BOS Budget Message to guide TA in developing budget Requests - Including Board agreed to goals	<b>Charter 9-2-2/on or before the first Tuesday in October</b>
October 1 @ 4:00 p.m.	Deadline for submission of C P C requests	
Monday, October 7, 2019	Begin review of warrant articles	<i>Weekly as they come in</i>
Monday, October 21, 2019	Capital Outlay Committee submits 7-yr Capital Outlay plan to T A	
Monday, October 21, 2019	Joint Meeting with MRSD, Cape Cod Tech, Finance Committee and Capital Outlay Committee to discuss: <ul style="list-style-type: none"> <li>• State of the Town/BOS Budget Message</li> <li>• MRSD Budget/Enrollments</li> <li>• Finance Committee Priorities</li> <li>• Capital Budget Requests</li> <li>• Outlook for 2020</li> </ul>	
Friday, October 25, 2019	Operating Budget instructions submitted to departments by T A	
Monday, October 28, 2019	B O S to review Capital Outlay Plan and set priorities	
Friday, November 29, 2019	Deadline for submission of department operating budgets to T A	<b>Charter 9-2-3/on or before the 1<sup>st</sup> Friday of December</b>
Friday, November 29, 2019	Deadline for submission of departmental warrant articles to T A	
Monday, December 9, 2019	TA submits 7-yr Capital Outlay Plan to joint meeting of BOS/ Finance Committee	<b>Charter 9-6-3/during the month of December</b>
Monday, December 23, 2019	MRSD School Vacation	

Monday, January 6, 2020	BOS/FINCOM/Capital Outlay Committee hold joint Public Hearing on submitted Capital Outlay Plan	<b>Charter 9-6-4/on or before the 2<sup>nd</sup> Friday in January (Finance Committee)</b>
Friday, January 24, 2020	All items to be bid must have specifications in TA's office by 12:00 P.M. to be assured of bid process for Town Meeting	
Monday, February 3, 2020	Meeting with B O S and Fincom to discuss first draft budget and five-year plan with MRSD and Cape Cod Tech	
February – March	Fincom review of budgets and articles	
Monday, February 3, 2020	Last BOS meeting before Annual Warrant closes	
Monday, February 3, 2020	TA presents budget and budget message to B O S and Fincom	<b>Charter 9-2-4/on or before the 2<sup>nd</sup> Tuesday of February</b>
Saturday, February 8, 2020 Snow date: Sat. Feb. 15, 2020	Selectmen and Finance Committee Budget Presentations	
Friday, February 14, 2020	Article deadline – Warrant closes Noon deadline	<b>Charter 2-2-1/Bylaw 1-101 2<sup>nd</sup> Friday in February by 12:00 Noon</b>
Monday, February 17, 2020	MRSD School Vacation	
Monday, February 17, 2020	Articles submitted to Finance Committee by B O S	<b>General By-Laws I, § 271-1.B. Not later than 14 days after article deadline</b>
Monday, February 17, 2020	BOS required to submit final budget to Finance Committee	<b>Charter 9-3-2 / on or before the 4<sup>th</sup> Tuesday of February</b>
Tuesday, February 18, 2020	1 <sup>st</sup> draft Warrant to BOS (presented at meeting)	
February 2020	MRSD to submit final line item budget to B O S and Fincom for inclusion in the ATM Warrant	
Monday, March 2, 2020	Joint budget/article hearing BOS/Finance Committee	
March, 2020	BOS reviews Warrant articles	
Monday, March 2, 2020	VOTE to sign <b>final</b> Annual Town Meeting Warrant	
Monday, March 9, 2020	Vote to open Special Town Meeting Warrant on Tuesday, March 10 and close on Thursday, March 12	<b>All Special Town Meeting Articles must be received 40 days prior to STM</b>
No later than Monday, March 18, 2020	Article funding review by B O S	
Monday, March 18, 2020	BOS votes Special Warrant BOS votes Ballot	
<b>not later</b> than Monday, March 23, 2020	FINCOM submits written recommendations on Budget/Warrant. Joint budget /article hearing with B O S and Fincom reconciliation	<b>Charter 9-3-3/by March 31<sup>st</sup></b>
<b>Not later</b> than Monday, March 23, 2020	Fincom conducts one or more hearings on budget	<b>Charter 9-3-3 by March 31<sup>st</sup></b>
March 23, 2020	Ballot to Town Clerk	

Monday, April 1, 2020	Send Warrant to Printer Send Warrant to Chronicle <b>(April 16<sup>th</sup> publication)</b>	Printer needs 2 weeks. Chronicle needs 1 week before publish date
Monday, April 20, 2020	MRSD School Vacation	
Friday, April 17, 2020	Warrants available for public distribution	<b>Charter 2-2-2/14 days prior to Town Meeting</b>
Monday, May 4, 2020	First night of Annual Town Meeting and Special Town Meeting	<b>Charter 2-3-1/1<sup>st</sup> Monday in May</b>
Tuesday, May 19, 2020	Annual Town Elections	<b>Charter 8-1-1/3<sup>rd</sup> Tuesday in May</b>

**September 16, 2019: Report to the Board of Selectmen from the Harwich Voter Information Committee** *whose purpose is to inform and prepare voters on issues to be addressed at Annual and Special town meetings and the local annual election and to encourage voter registration and participation.*

**Civic Engagement:** In January, the Committee met with Brooks Free Library staff, Ginny Hewitt, Director and Jennifer Pickett, Reference Librarian to discuss jointly developing a civic engagement program comprised of relevant subjects to enhance voters' knowledge of the workings of Town government

**Municipal Finance 101:** The first program in our Civic Engagement effort was a well-attended talk led by Finance Director, Carol Coppola in March. The goal was to provide voters with an understanding of municipal finance covering such areas as fund accounting, budget process and timeline, tax rate setting and issuing debt.

**Web Page:** Committee Member, Emily Milan, maintains a robust web page which now includes a YouTube Play List of each VIC Channel 18 taped programs along with committee contact information, and links to many important Town areas such as the *Selectmen's Committee Handbook*, and the application for committee appointment.

**Publicity:** VIC has been successful using social media and local newspapers to publicize its programs. Channel 18 staff, Jamie Goodwin and Caleb LaDue are generous in scheduling the taped sessions especially those that help prepare voters for Town Meeting and the local election.

**Conflict of Interest/Swearing In:** Each member is current with training and has submitted proof of same to the Town Clerk. Additionally, each member is sworn in.

**Recruiting Town Committee Applicants:** At Selectman Larry Ballantine's request, VIC hosted a Channel 18 production to encourage residents to apply for town committee vacancies. Interviewed by Selectman Michael MacAskill and VIC member Chris Joyce, representatives from the following committee members discussed the purpose, number of members, meeting frequency, and issues: The following participated: Chris Rocket, Community Preservation Committee; Fran Salewski, Bikeways; Tina Games, Cultural Council; Jim Joyce, Planning; Matt Hart, Accessibility Rights and Waterways; Richard Waystack, Council on Aging and Assessors; Tom Johnson, Golf Committee; Elaine Shovlin, Reals Estate and Open Space; and Art Bodin, Housing Committee.

**Financial State of Harwich:** Committee member Pam Groswald led panelists on April 8 in a discussion focused on key components of the town and school budget, finances, bond rating, and anticipated capital warrant articles. The hour program was taped by Channel 18.

**Participating were:** Julie Kavanagh, Chair- Board of Selectmen; Christopher Clark, Town Administrator; Jack Brown, Chair – Financial Committee; Scott Carpenter, Superintendent – Monomoy Regional School District; Carol Coppola, Finance Director/Accountant; Terry Russell, – Monomoy Regional School District Committee;



Robert Sanborn, Superintendent – Cape Cod Regional Technical High School and Lee Culver – Harwich Representative to Cape Tech School Committee.

**Unopposed Candidates:** VIC invited all candidates running unopposed to be interviewed for its Ch 18 production on May 14. Emily Milan and Peggy Rose interviewed the following:

- Monomoy Regional School Committee – Tina Games
- Water Commissioner – Judith Underwood
- Brooks Free Library Trustees – Bernadette Waystack
- Housing Authority - Mark Kelleher

**League of Women Voters – Cape Cod Area Moderated Forum:** On May 14, approximately 55 Harwich voters, attended two forums – one for the Board of Selectmen candidates and the other for the Monomoy Regional School Committee candidates. Participating were: Moderator Joan G. Craig; Selectmen candidates Stephen Ford, Michael MacAskill, and Thomas Sherry; School Committee candidates Linda Cebula and Meredith Henderson.

**Pre-Town Meeting:** Peggy Rose and Chris Joyce moderated this discussion which Channel 18 broadcast on the Annual Town meeting warrant articles. Participants provided listeners with the rationale of each article and how those articles will be funded if passed.

**Participants were:** Dan Pelletier, Superintendent – Water Department; Christopher Clark, Town Administrator; Julie Kavanagh, Chair – Board of Selectmen; Charlene Greenhalgh, Town Planner; Chris Rockett – Community Preservation Committee; Link Hooper, Director Department of Public Works; Robbin Kelly – Cemetery Administrator; Pelinda Deegan – Affordable Housing Trust; Sandra Baylis-Hall – By Law and Charter Review.

**Future Plans:** Develop meaningful Civic Engagement programs with Brooks Free Library focusing on the workings of Town departments. Increase Voter turnout and fill our vacant committee position.

Christina Joyce, Chair  
Peggy Rose  
Pam Groswald  
Emily Milan



**Harwich Elementary School  
263 South Street  
Harwich, MA 02645**

**Mary Oldach, Principal**

**Sharon Hughes, Assistant Principal**

Town Hall  
Board of Selectmen  
c/o Patti Macura  
732 Main Street  
Harwich, MA 02645

September 5, 2019

Dear Board of Selectmen,

Please accept this letter as a request for a waiver of the cost to rent the Harwich Cultural Center auditorium on Friday, November 1, 2019 in the amount of \$200.00 for (2) performances of "The Sword and the Stone by Shakesperience for the students of Harwich Elementary School. The use of the auditorium will optimize the visual experience for our students as our stage does not allow good visibility for everyone due to being seated at the same level.

Thank you for your consideration of this request, and if approved thank you in advance for your generosity.

Sincerely,

Mary Oldach

*MRSD is an equal opportunity employer and does not discriminate against any applicant based upon race, religion, gender, national origin, age, disability, sexual orientation, gender identity or any other class protected by federal, state or local law.*

## Patti Macura

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**From:** Carolyn Carey  
**Sent:** Thursday, September 05, 2019 1:11 PM  
**To:** Patti Macura  
**Subject:** RE: LETTER REQUESTING WAIVER

That looks fine  
You just need to send it to Town hall  
To the Selectmen's office

Please let me know if you need any additional information or if I can help in anyway

Regards,

**Carolyn Carey**  
Director, Harwich Community Center  
100 Oak Street  
Harwich, MA 02645

508-430-7568  
[ccarey@town.harwich.ma.us](mailto:ccarey@town.harwich.ma.us)

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**From:** Patti Macura  
**Sent:** Thursday, September 5, 2019 12:22 PM  
**To:** Carolyn Carey <[ccarey@town.harwich.ma.us](mailto:ccarey@town.harwich.ma.us)>  
**Subject:** FW: LETTER REQUESTING WAIVER

FYI – is this okay??

*Patricia Macura*  
*Selectmen/Administrator's Office*  
*Town of Harwich*  
[pmacura@town.harwich.ma.us](mailto:pmacura@town.harwich.ma.us)  
508-430-7513 x3319

**From:** Hoffman, Cheryl [<mailto:choffman@monomoy.edu>]  
**Sent:** Thursday, September 05, 2019 11:29 AM  
**To:** Patti Macura <[pmacura@town.harwich.ma.us](mailto:pmacura@town.harwich.ma.us)>  
**Cc:** Mary Oldach <[moldach@monomoy.edu](mailto:moldach@monomoy.edu)>; Erica Strzepek <[estrzepek@town.harwich.ma.us](mailto:estrzepek@town.harwich.ma.us)>  
**Subject:** LETTER REQUESTING WAIVER

Attached please find a letter respectfully requesting a waiver of cost for Harwich Elementary to use the Cultural Center auditorium.

Thank you!

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*Cheryl Hoffman*  
*Administrative Assistant to the Principal*  
*Harwich Elementary School*  
*Phone (508) 430-7216*  
*Fax (508) 430-7232*

## Patti Macura

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**From:** Lincoln Hooper <lhooper@harwichdpw.com>  
**Sent:** Monday, September 09, 2019 1:33 PM  
**To:** Christopher Clark  
**Cc:** Patti Macura; Joe Powers; Griffin Ryder; Boo Berube; Kyle Edson  
**Subject:** Fw: Fwd: Stump grinder quote

Hi Chris,

Last week you requested that I incorporate DPW labor into the analysis of the cost effectiveness of purchasing a dedicated stump grinder to address stumps left over from the tornado (see my original email below).

My estimate of the number of stumps we have to address appears extremely low. The 120 in the ROW are derived from an actual town wide survey I asked staff conduct, but the additional 380 more was just a guess I made. I have since contacted Shawn Fernandez, Golf Superintendent, and Robbin Kelley, Cemetery Administrator, who have advised me that they have approximately 400 and 300 stumps respectively that need to be ground and that we probably have another 200 on Town owned properties that are not included in the ROW survey. That brings that total estimate of stumps to approximately 1020. If it was assumed that 1/4 will need to be pulled rather than ground, that leaves us with 750 stumps to be ground.

It appears that my estimate of \$150 per location is a bit low as well. Attached please find an estimate from Mayer Tree Service, the company that assisted after the tornado, for \$210 per stump. Applying that estimate to 750 stumps = \$157,500, significantly more than my initial estimate. The purchase price of the Vermeer stump grinder on State contract FAC88 is \$57,500, while the estimated labor to run the machine would be \$15,428 (\$27.55 per hour + 40% benefits \$11.02 per hour = \$38.57 x 8 hrs x 50 days = \$15,428), for a total of \$72,928. There are certainly other expenses to running a stump grinder such as fuel and teeth replacement that I have no idea about, but lets assume \$5k over the course of 50 days. That yields a total price of \$77,928 which included the purchase price of the machine, labor and overhead to run the machine and required consumables.

In summary, the cost to outsource 750 stumps is \$157,500, while the cost to purchase the machine and do it in-house is \$77,928, yielding a savings of \$79,572. In addition, if we purchase the machine we will be prepared the next time we have hundreds of stumps to grind. Please contact me should you require any additional information. Thank you,

Link

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OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*  
Joseph F. Powers, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

MEMO

To: Board of Selectmen

From: Christopher Clark  
Town Administrator

Re: Overview and Recommendation of RJV Construction Corp. Contract 2 of Phase 2 of the CWMP

Date: September 12, 2019

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The Town of Harwich along with all other Cape communities are facing an environmental concern of nitrogen and phosphorus negatively impacting the environment. The Conservation Law Foundation filed active litigation against the Environmental Protection Agency requiring cleanup efforts be undertaken. The Town of Harwich completed what is known as a Comprehensive Wastewater Management Plan otherwise referred to as CWMP. Our CWMP calls for, when it was originally, constructed an eight Phase forty-year approach to decreasing nitrogen levels. CDM Smith the Town's engineer of record has completed the design of Phase 2. Based upon design drawings and estimate was presented Town meeting in 2018 that called for the construction of Phase 2 which would sewer large sections of Southeast Harwich with the overall system connecting into the Town of Chatham. Article 14 of the 2018 Annual Town Meeting requested an overall budget of \$24,775,000 to complete this work. The registered voters of the Town at a debt exclusion election voted to fund this measure. The construction portion of the budget is \$18,500,000. CDM Smith decided to bid the project into smaller sections anticipating a more competitive bidding environment. Phase 2 was broken into contract one which completed much of the mainline work along Route 137. Contract two was anticipated to complete the balance. Contract 1 came in higher than anticipated with the total bid amount of \$11,368,663.48. The contract was awarded to the Robert B Our company incorporated. Due to the higher than anticipated cost of Contract 1, Contract 2 was designed to ensure an additional section of the Phase 2 area could be completed within budget. The Contract 2 bid contemplated a base bid plus four alternatives. The lowest responsible and reasonable bidder was RJV construction Corp. in the amount of \$6,621,306.25.

**Administration recommends Board of Selectmen approve the bid award to RJV construction Corp. Board of Selectmen to authorize Town Administrator to sign contract.** The total of contract one into is \$17,989,969.73 within the original appropriation of \$18,500,000. It is anticipated at this time that the design work has already been done for the remaining area of Phase 2 that would constitute a bid award for contract three and that the bidding would be time to have bids in hand prior to the 2020 annual Town meeting.



260 West Exchange Street, Suite 300  
Providence, Rhode Island 02903  
tel: 401 751-5360  
fax: 401 274-2173

September 5, 2019

Mr. Christopher Clark  
Town Administrator  
Town of Harwich  
732 Main Street  
Harwich, Massachusetts 02645

Subject: Town of Harwich, Massachusetts  
Sewerage Works Improvements, Phase 2 Contract No. 2  
Project No. CWSRF – 4424/2

Dear Mr. Clark:

On Thursday, August 22, 2019 at 2:00 p.m., three general bids were received, opened, and read aloud in the Office of the Board of Selectmen located at 732 Main Street Harwich, MA for the construction of the above-referenced project. The total bid prices received were as follows:

<u>Bidder</u>	<u>Total Base Bid + Add Alternates 1-4</u>
RJV Construction Corp.	\$6,621,306.25
Robert B. Our Co., Inc.	\$7,497,675.66
Revoli Construction Co., Inc.	\$7,643,461.10

A copy of the bid tabulation is attached.

The low bidder for the project is RJV Construction Corporation (RJV) based in Canton, Massachusetts. The firm's Bonding Company for the project is Travelers Casualty and Surety Company of America and is represented locally by Lockton Companies. This bonding company will be providing the payment and performance bonds for the project. It is noted that RJV has a single contract bonding capacity of \$50M and an aggregate bonding capacity of \$65M with approximately \$25M in outstanding bonds. RJV has been a client of Abington Bank for 15 years and the bank's reference stated that RJV is a valued customer in good standing.

RJV has completed multiple sewerage construction projects similar in size and cost to the Town of Harwich's Contract No. 2 project, including a \$7,616,537.28 water, sewer, and drainage replacement project in Boston, Massachusetts; a \$6,165,450.00 utility improvement project in Framingham, Massachusetts; and a \$6,126,359.32 water and sewer improvement project in Framingham, Massachusetts. In addition to these completed projects, RJV has completed several water main





Mr. Christopher Clark  
Town Administrator  
September 5, 2019  
Page 2

specific jobs in Eastham, Massachusetts. The references contacted indicated that RJV performed quality work, with a knowledgeable and responsive work force, and had the resources necessary to successfully complete the projects.

It appears, based on this evaluation that RJV has the qualifications and resources necessary to complete the work under this contract, and we recommend award. We note that based on the remaining Town Meeting appropriation for Phase 2 and the bids received by the Town of Chatham on the contract to construct the shared facilities that will convey Harwich's flow to the Chatham wastewater treatment plant, Harwich has sufficient funds available to award Contract No. 2 for the full Base Bid plus Alternatives 1 thru 4 in the amount of \$6,621,306.25. This recommendation is contingent upon the Town of Chatham's intent to successfully execute their construction contract with their low bidder, Robert B. Our Co., Inc.

As such, we have attached a draft letter of intent to award for your use.

If you have any questions, or require additional information please contact me directly.

Very truly yours,

A handwritten signature in black ink that reads "Michael Guidice".

Michael Guidice, P.E.  
Associate  
CDM Smith Inc.

cc: David Young, CDM Smith  
Antonio Bonilla, CDM Smith



TOWN OF HARWICH, MASSACHUSETTS  
SEWERAGE WORKS IMPROVEMENTS  
CWSRF-4424/2  
PHASE 2 - CONTRACT NO. 2

Item No.	Description	Estimated Quantity	Unit	RJV Construction Corporation 5 Lincoln Street Canton, MA 02021		Robert B. Our Co., Inc. 24 Great Western Road Harwich, MA 02645		Revoli Construction Co., Inc. 90 Earls Way Franklin, MA 02038	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>BASE BID</b>									
1a	F&I 8-in PVC Sewer (0 - 12 ft. depth)	4,850	LF	\$65.00	\$315,250.00	\$101.00	\$489,850.00	\$200.00	\$970,000.00
1b	F&I 8-in PVC Sewer (greater than 12 ft. up to 16 ft. depth)	2,200	LF	\$95.00	\$209,000.00	\$139.00	\$305,800.00	\$200.00	\$440,000.00
1c	F&I 8-in PVC Sewer (greater than 16 ft. depth)	1,650	LF	\$115.00	\$189,750.00	\$295.00	\$486,750.00	\$200.00	\$330,000.00
1d	F&I 8-in DI Sewer (all depths)	700	LF	\$160.00	\$112,000.00	\$299.00	\$209,300.00	\$205.00	\$143,500.00
1e	F&I 4-in DI force main (all depths)	1,500	LF	\$50.00	\$75,000.00	\$76.00	\$114,000.00	\$75.00	\$112,500.00
1f	F&I 6-in PVC and/or DI sewer service pipe (all depths)	2,600	LF	\$70.00	\$182,000.00	\$69.00	\$179,400.00	\$125.00	\$325,000.00
1g	F&I 6-in PVC wye branches and/or 6-in DI tees	115	EA	\$250.00	\$28,750.00	\$436.00	\$50,140.00	\$100.00	\$11,500.00
1h	F&I PVC internal drop connections, all types and sizes	50	VF	\$200.00	\$10,000.00	\$150.00	\$7,500.00	\$0.01	\$0.50
1i	F&I 6-in DI chimneys, including fittings	375	VF	\$200.00	\$75,000.00	\$120.00	\$45,000.00	\$750.00	\$281,250.00
2a	F&I 4-ft diameter precast concrete manholes	500	VF	\$400.00	\$200,000.00	\$360.00	\$180,000.00	\$140.00	\$70,000.00
2b	F&I 5-ft diameter precast concrete manholes	115	VF	\$675.00	\$77,625.00	\$446.00	\$51,290.00	\$150.00	\$17,250.00
3	Miscellaneous drain pipe replacements (all sizes)	50	LF	\$0.01	\$0.50	\$0.01	\$0.50	\$75.00	\$3,750.00
4a	F&I precast concrete drain manholes	10	VF	\$0.01	\$0.10	\$300.00	\$3,000.00	\$150.00	\$1,500.00
4b	F&I precast concrete catch basins	10	VF	\$0.01	\$0.10	\$300.00	\$3,000.00	\$350.00	\$3,500.00
5a	Miscellaneous water main replacements (all sizes) - Fixed Price	50	LF	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$50.00	\$2,500.00
5b	Additional payment for misc. water main replacements (all sizes)	50	LF	\$0.00	\$0.00	\$120.00	\$6,000.00	\$50.00	\$2,500.00
5c	F&I DI fittings	10	LBS	\$10.00	\$100.00	\$6.00	\$60.00	\$150.00	\$1,500.00
5d	F&I&R 2-in and 4-in temporary water pipe	100	LF	\$15.00	\$1,500.00	\$25.00	\$2,500.00	\$15.00	\$1,500.00
5e	F&I 10-in to 16-in gate valves	1	EA	\$0.01	\$0.01	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
5f	F&I 6-in to 8-in gate valves	1	EA	\$0.01	\$0.01	\$1,400.00	\$1,400.00	\$1,200.00	\$1,200.00
5g	F&I hydrant, anchoring tee and elbow, 6-in gate valves, and 6-in DI pipe	1	EA	\$7,500.00	\$7,500.00	\$3,900.00	\$3,900.00	\$4,000.00	\$4,000.00
5h	F&I corporation cocks and curb stops with boxes	5	EA Pair	\$1,000.00	\$5,000.00	\$1,500.00	\$7,500.00	\$250.00	\$1,250.00
5i	F&I polyethylene water service tubing (all sizes)	50	LF	\$20.00	\$1,000.00	\$21.00	\$1,050.00	\$80.00	\$4,000.00
6a	F&I Church Street South Pumping Station with on-site generator	1	LS	\$1,000,000.00	\$1,000,000.00	\$805,000.00	\$805,000.00	\$810,000.00	\$810,000.00
6b	F&I Church Street North Pumping Station with on-site generator	1	LS	\$1,000,000.00	\$1,000,000.00	\$918,000.00	\$918,000.00	\$820,000.00	\$820,000.00
6c	Allowance for electric and gas service at pumping stations	1	Allowance	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
7	Test Pits	50	CY	\$0.01	\$0.50	\$0.01	\$0.50	\$60.00	\$3,000.00
8a	Rock and boulder excavation - Fixed Price	25	CY	\$65.00	\$1,625.00	\$65.00	\$1,625.00	\$65.00	\$1,625.00
8b	Additional payment for rock & boulder excavation	25	CY	\$0.00	\$0.00	\$0.01	\$0.25	\$200.00	\$5,000.00
9a	Bank run gravel	3,500	CY	\$25.00	\$87,500.00	\$47.30	\$165,550.00	\$0.01	\$35.00
9b	Screened gravel for utility crossings and misc. purposes	200	CY	\$0.01	\$2.00	\$0.01	\$2.00	\$0.01	\$2.00
9c	Common fill	50	CY	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
9d	Dense graded crushed stone	1,750	CY	\$30.00	\$52,500.00	\$52.00	\$91,000.00	\$0.01	\$17.50
10	Earth excavation & refill below normal grade	25	CY	\$0.01	\$0.25	\$0.01	\$0.25	\$0.01	\$0.25
11a	F&I initial trench width HMA Binder Course (4-in thick)	15,500	SY	\$35.00	\$542,500.00	\$39.00	\$604,500.00	\$17.00	\$263,500.00
11b	F&I intermediate patch, incl. mill and HMA Surface Course (1.5-in thick)	6,000	SY	\$15.00	\$90,000.00	\$20.00	\$120,000.00	\$20.00	\$120,000.00
11c	F&I final full width mill and overlay HMA Surface Course (2-in thick)	30,000	SY	\$18.00	\$540,000.00	\$18.00	\$540,000.00	\$12.00	\$360,000.00
11d	F&I leveling course outside trench limits	100	Tons	\$150.00	\$15,000.00	\$142.00	\$14,200.00	\$0.01	\$1.00

Fixed

Fixed



**TOWN OF HARWICH, MASSACHUSETTS**  
**SEWERAGE WORKS IMPROVEMENTS**  
**CWSRF-4424/2**  
**PHASE 2 - CONTRACT NO. 2**

Item No.	Description	Estimated Quantity	Unit	RJV Construction Corporation 5 Lincoln Street Canton, MA 02021		Robert B. Our Co., Inc. 24 Great Western Road Harwich, MA 02645		Revoli Construction Co., Inc. 90 Earls Way Franklin, MA 02038		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	
11e	Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick HMA Surface Course)	3,000	SY	\$35.00	\$105,000.00	\$38.00	\$114,000.00	\$35.00	\$105,000.00	
12	Traffic Management	1	LS	\$15,000.00	\$15,000.00	\$35,000.00	\$35,000.00	\$350,000.00	\$350,000.00	
13	Sedimentation and Erosion Control	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$1.00	\$1.00	
14	Connections to existing sewers	3	EA	\$5,000.00	\$15,000.00	\$4,800.00	\$14,400.00	\$15,000.00	\$45,000.00	
15	Dewatering and Drainage	1	LS	\$10,000.00	\$10,000.00	\$0.01	\$0.01	\$1.00	\$1.00	
16	Miscellaneous concrete	50	CY	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	
17a	Street Sweeper	20	Hours	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$180.00	\$3,600.00	
17b	Furnish, maintain and remove 2 trailer-mounted message boards	18	Months	\$1,400.00	\$25,200.00	\$1,100.00	\$19,800.00	\$1,500.00	\$27,000.00	
18	Engineer's Field office	18	Months	\$1,500.00	\$27,000.00	\$1,500.00	\$27,000.00	\$1,500.00	\$27,000.00	
19	Misc. Work and Cleanup	1	LS	\$85,000.00	\$85,000.00	\$31,000.00	\$31,000.00	\$1.00	\$1.00	
20	Mobilization-not to exceed 5% of Subtotal Bid Price	1	LS	\$200,000.00	\$200,000.00	\$232,000.00	\$232,000.00	\$275,000.00	\$275,000.00	
<b>SUBTOTAL BASE BID</b>						<b>\$5,336,304.47</b>		<b>\$5,924,019.51</b>		<b>\$5,966,485.25</b>
<b>ADD ALTERNATE NO. 1</b>										
21a	F&I 8-in PVC Sewer (0 - 12 ft. depth)	1,275	LF	\$65.00	\$82,875.00	\$101.00	\$128,775.00	\$200.00	\$255,000.00	
21b	F&I 8-in PVC Sewer (greater than 12 ft. up to 16 ft. depth)	650	LF	\$95.00	\$61,750.00	\$139.00	\$90,350.00	\$200.00	\$130,000.00	
21c	F&I 6-in PVC and/or DI sewer service pipe (all depths)	575	LF	\$70.00	\$40,250.00	\$69.00	\$39,675.00	\$125.00	\$71,875.00	
21d	F&I 6-in PVC wye branches and/or 6-in DI tees	30	EA	\$250.00	\$7,500.00	\$436.00	\$13,080.00	\$100.00	\$3,000.00	
21e	F&I 6-in DI chimneys, including fittings	40	VF	\$200.00	\$8,000.00	\$120.00	\$4,800.00	\$750.00	\$30,000.00	
22	F&I 4-ft diameter precast concrete manholes	70	VF	\$400.00	\$28,000.00	\$360.00	\$25,200.00	\$140.00	\$9,800.00	
23a	Miscellaneous water main replacements (all sizes) - Fixed Price	25	LF	\$50.00	\$1,250.00	\$50.00	\$1,250.00	\$50.00	\$1,250.00	
23b	Additional payment for misc. water main replacements (all sizes)	25	LF	\$0.00	\$0.00	\$120.00	\$3,000.00	\$50.00	\$1,250.00	
23c	F&I DI fittings	10	LBS	\$10.00	\$100.00	\$6.00	\$60.00	\$150.00	\$1,500.00	
23d	F&I&R 2-in and 4-in temporary water pipe	50	LF	\$15.00	\$750.00	\$25.00	\$1,250.00	\$15.00	\$750.00	
23e	F&I 6-in to 8-in gate valves	1	EA	\$0.01	\$0.01	\$1,400.00	\$1,400.00	\$1,200.00	\$1,200.00	
24a	Bank run gravel	550	CY	\$25.00	\$13,750.00	\$47.30	\$26,015.00	\$0.01	\$5.50	
24b	Screened gravel for utility crossings and misc. purposes	25	CY	\$0.01	\$0.25	\$0.01	\$0.25	\$0.01	\$0.25	
24c	Common fill	10	CY	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10	
24d	Dense graded crushed stone	300	CY	\$30.00	\$9,000.00	\$52.00	\$15,600.00	\$0.01	\$3.00	
25	Earth excavation & refill below normal grade	10	CY	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10	
26a	F&I initial trench width HMA Binder Course (4-in thick)	2,500	SY	\$35.00	\$87,500.00	\$39.00	\$97,500.00	\$17.00	\$42,500.00	
26b	F&I intermediate patch, incl. mill and HMA Surface Course (1.5-in thick)	2,200	SY	\$15.00	\$33,000.00	\$20.00	\$44,000.00	\$20.00	\$44,000.00	
26c	F&I final full width mill and overlay HMA Surface Course (2-in thick)	5,000	SY	\$18.00	\$90,000.00	\$18.00	\$90,000.00	\$12.00	\$60,000.00	
26d	F&I leveling course outside trench limits	25	Tons	\$150.00	\$3,750.00	\$142.00	\$3,550.00	\$0.01	\$0.25	
26e	Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick HMA Surface Course)	500	SY	\$35.00	\$17,500.00	\$38.00	\$19,000.00	\$35.00	\$17,500.00	
27	Misc. Work and Cleanup	1	LS	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$1.00	\$1.00	
<b>SUBTOTAL ADD ALTERNATE NO. 1</b>						<b>\$494,975.46</b>		<b>\$607,505.45</b>		<b>\$669,635.20</b>



Bid Date : August 22, 2019  
Time: 2:00pm

**TOWN OF HARWICH, MASSACHUSETTS  
SEWERAGE WORKS IMPROVEMENTS  
CWSRF-4424/2  
PHASE 2 - CONTRACT NO. 2**

Item No.	Description	Estimated Quantity	Unit	RJV Construction Corporation 5 Lincoln Street Canton, MA 02021		Robert B. Our Co., Inc. 24 Great Western Road Harwich, MA 02645		Revoli Construction Co., Inc. 90 Earls Way Franklin, MA 02038	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>ADD ALTERNATE NO. 2</b>									
28a	F&I 8-in PVC Sewer (0 - 12 ft. depth)	1,275	LF	\$65.00	\$82,875.00	\$101.00	\$128,775.00	\$200.00	\$255,000.00
28b	F&I 8-in PVC Sewer (greater than 12 ft. up to 16 ft. depth)	175	LF	\$95.00	\$16,625.00	\$139.00	\$24,325.00	\$200.00	\$35,000.00
28c	F&I 6-in PVC and/or DI sewer service pipe (all depths)	575	LF	\$70.00	\$40,250.00	\$69.00	\$39,675.00	\$125.00	\$71,875.00
28d	F&I 6-in PVC wye branches and/or 6-in DI tees	30	EA	\$250.00	\$7,500.00	\$436.00	\$13,080.00	\$100.00	\$3,000.00
28e	F&I 6-in DI chimneys, including fittings	25	VF	\$200.00	\$5,000.00	\$120.00	\$3,000.00	\$750.00	\$18,750.00
29	F&I 4-ft diameter precast concrete manholes	75	VF	\$400.00	\$30,000.00	\$360.00	\$27,000.00	\$140.00	\$10,500.00
30a	Bank run gravel	400	CY	\$25.00	\$10,000.00	\$47.30	\$18,920.00	\$0.01	\$4.00
30b	Screened gravel for utility crossings and misc. purposes	25	CY	\$0.01	\$0.25	\$0.01	\$0.25	\$0.01	\$0.25
30c	Common fill	10	CY	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10
30d	Dense graded crushed stone	225	CY	\$30.00	\$6,750.00	\$52.00	\$11,700.00	\$0.01	\$2.25
31	Earth excavation & refill below normal grade	10	CY	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10
32a	F&I initial trench width HMA Binder Course (4-in thick)	2,000	SY	\$35.00	\$70,000.00	\$39.00	\$78,000.00	\$17.00	\$34,000.00
32b	F&I final full width mill and overlay HMA Surface Course (2-in thick)	3,800	SY	\$18.00	\$68,400.00	\$18.00	\$68,400.00	\$12.00	\$45,600.00
32c	F&I leveling course outside trench limits	25	Tons	\$150.00	\$3,750.00	\$142.00	\$3,550.00	\$0.01	\$0.25
32d	Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick HMA Surface Course)	380	SY	\$35.00	\$13,300.00	\$38.00	\$14,440.00	\$35.00	\$13,300.00
33	Misc. Work and Cleanup	1	LS	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$1.00	\$1.00
<b>SUBTOTAL ADD ALTERNATE NO. 2</b>						\$364,450.45		\$432,865.45	\$487,032.95
<b>ADD ALTERNATE NO. 3</b>									
34a	F&I 8-in PVC Sewer (0 - 12 ft. depth)	375	LF	\$65.00	\$24,375.00	\$101.00	\$37,875.00	\$200.00	\$75,000.00
34b	F&I 2-in PVC force main (all depths)	500	LF	\$30.00	\$15,000.00	\$31.00	\$15,500.00	\$100.00	\$50,000.00
34c	F&I 6-in PVC and/or DI sewer service pipe (all depths)	125	LF	\$70.00	\$8,750.00	\$69.00	\$8,625.00	\$125.00	\$15,625.00
34d	F&I 6-in PVC wye branches and/or 6-in DI tees	6	EA	\$250.00	\$1,500.00	\$436.00	\$2,616.00	\$100.00	\$600.00
34e	F&I PVC internal drop connections, all types and sizes	5	VF	\$200.00	\$1,000.00	\$150.00	\$750.00	\$0.01	\$0.05
35a	F&I 4-ft diameter precast concrete manholes	20	VF	\$400.00	\$8,000.00	\$360.00	\$7,200.00	\$140.00	\$2,800.00
35b	F&I 5-ft diameter precast concrete manholes	15	VF	\$675.00	\$10,125.00	\$446.00	\$6,690.00	\$150.00	\$2,250.00
36a	F&I Harden Lane Grinder Pumping Unit	1	LS	\$85,000.00	\$85,000.00	\$127,000.00	\$127,000.00	\$85,000.00	\$85,000.00
36b	Allowance for electric and gas service at pumping stations	1	Allowance	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
37a	Bank run gravel	175	CY	\$25.00	\$4,375.00	\$47.30	\$8,277.50	\$0.01	\$1.75
37b	Screened gravel for utility crossings and misc. purposes	10	CY	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10
37c	Common fill	5	CY	\$0.01	\$0.05	\$0.01	\$0.05	\$0.01	\$0.05
37d	Dense graded crushed stone	100	CY	\$30.00	\$3,000.00	\$52.00	\$5,200.00	\$0.01	\$1.00
38	Earth excavation & refill below normal grade	20	CY	\$0.01	\$0.20	\$0.01	\$0.20	\$0.01	\$0.20



TOWN OF HARWICH, MASSACHUSETTS  
SEWERAGE WORKS IMPROVEMENTS  
CWSRF-4424/2  
PHASE 2 - CONTRACT NO. 2

Item No.	Description	Estimated Quantity	Unit	RJV Construction Corporation 5 Lincoln Street Canton, MA 02021		Robert B. Our Co., Inc. 24 Great Western Road Harwich, MA 02645		Revoli Construction Co., Inc. 90 Earls Way Franklin, MA 02038	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
39a	F&I initial trench width HMA Binder Course (4-in thick)	800	SY	\$35.00	\$28,000.00	\$39.00	\$31,200.00	\$17.00	\$13,600.00
39b	F&I final full width mill and overlay HMA Surface Course (2-in thick)	1,600	SY	\$18.00	\$28,800.00	\$18.00	\$28,800.00	\$12.00	\$19,200.00
39c	F&I leveling course outside trench limits	5	Tons	\$150.00	\$750.00	\$142.00	\$710.00	\$0.01	\$0.05
39d	Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick HMA Surface Course)	160	SY	\$35.00	\$5,600.00	\$38.00	\$6,080.00	\$35.00	\$5,600.00
40	Misc. Work and Cleanup	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$1.00	\$1.00
SUBTOTAL ADD ALTERNATE NO. 3					\$234,275.35		\$294,523.85		\$274,679.20
ADD ALTERNATE NO. 4									
41a	F&I 8-in PVC Sewer (0 - 12 ft. depth)	400	LF	\$65.00	\$26,000.00	\$101.00	\$40,400.00	\$200.00	\$80,000.00
41b	F&I 8-in PVC Sewer (greater than 12 ft. up to 16 ft. depth)	180	LF	\$95.00	\$17,100.00	\$139.00	\$25,020.00	\$200.00	\$36,000.00
41c	F&I 6-in PVC and/or DI sewer service pipe (all depths)	230	LF	\$70.00	\$16,100.00	\$69.00	\$15,870.00	\$125.00	\$28,750.00
41d	F&I 6-in PVC wye branches and/or 6-in DI tees	6	EA	\$250.00	\$1,500.00	\$436.00	\$2,616.00	\$100.00	\$600.00
42	F&I 4-ft diameter precast concrete manholes	50	VF	\$400.00	\$20,000.00	\$360.00	\$18,000.00	\$140.00	\$7,000.00
43	Miscellaneous drain pipe replacements (all sizes)	25	LF	\$0.01	\$0.25	\$0.01	\$0.25	\$75.00	\$1,875.00
44a	F&I precast concrete drain manholes	6	VF	\$0.01	\$0.06	\$300.00	\$1,800.00	\$150.00	\$900.00
44b	F&I precast concrete catch basins	6	VF	\$0.01	\$0.06	\$300.00	\$1,800.00	\$350.00	\$2,100.00
45a	Miscellaneous water main replacements (all sizes) - Fixed Price	100	LF	\$50.00	\$5,000.00	\$50.00	\$5,000.00	\$50.00	\$5,000.00
45b	Additional payment for misc. water main replacements (all sizes)	100	LF	\$0.00	\$0.00	\$120.00	\$12,000.00	\$50.00	\$5,000.00
45c	F&I DI fittings	10	LBS	\$10.00	\$100.00	\$6.00	\$60.00	\$150.00	\$1,500.00
45d	F&I&R 2-in and 4-in temporary water pipe	200	LF	\$15.00	\$3,000.00	\$25.00	\$5,000.00	\$15.00	\$3,000.00
45e	F&I corporation cocks and curb stops with boxes	4	EA Pair	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00	\$250.00	\$1,000.00
45f	F&I polyethylene water service tubing (all sizes)	80	LF	\$20.00	\$1,600.00	\$21.00	\$1,680.00	\$80.00	\$6,400.00
46a	Bank run gravel	150	CY	\$25.00	\$3,750.00	\$47.30	\$7,095.00	\$0.01	\$1.50
46b	Screened gravel for utility crossings and misc. purposes	5	CY	\$0.01	\$0.05	\$0.01	\$0.05	\$0.01	\$0.05
46c	Common fill	5	CY	\$0.01	\$0.05	\$0.01	\$0.05	\$0.01	\$0.05
46d	Dense graded crushed stone	80	CY	\$30.00	\$2,400.00	\$52.00	\$4,160.00	\$0.01	\$0.80
47	Earth excavation & refill below normal grade	5	CY	\$0.01	\$0.05	\$0.01	\$0.05	\$0.01	\$0.05
48a	F&I initial trench width HMA Binder Course (4-in thick)	750	SY	\$35.00	\$26,250.00	\$39.00	\$29,250.00	\$17.00	\$12,750.00
48b	F&I final full width mill and overlay HMA Surface Course (2-in thick)	2,500	SY	\$18.00	\$45,000.00	\$18.00	\$45,000.00	\$12.00	\$30,000.00
48c	F&I leveling course outside trench limits	5	Tons	\$150.00	\$750.00	\$142.00	\$710.00	\$0.01	\$0.05
48d	Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick HMA Surface Course)	250	SY	\$35.00	\$8,750.00	\$38.00	\$9,500.00	\$35.00	\$8,750.00
49	Connections to existing sewers	1	EA	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00	\$15,000.00	\$15,000.00
50	Misc. Work and Cleanup	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$1.00	\$1.00
SUBTOTAL ADD ALTERNATE NO. 4					\$191,300.52		\$238,761.40		\$245,628.50



Bid Date : August 22, 2019  
Time: 2:00pm

TOWN OF HARWICH, MASSACHUSETTS  
SEWERAGE WORKS IMPROVEMENTS  
CWSRF-4424/2  
PHASE 2 - CONTRACT NO. 2

Item No.	Description	Estimated Quantity	Unit	RJV Construction Corporation 5 Lincoln Street Canton, MA 02021		Robert B. Our Co., Inc. 24 Great Western Road Harwich, MA 02645		Revoli Construction Co., Inc. 90 Earls Way Franklin, MA 02038	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
	<u>BID SUMMARY</u>								
	TOTAL BASE BID				\$5,336,304.47		\$5,924,019.51		\$5,966,485.25
	TOTAL BASE BID + ALTERNATE NO. 1				\$5,831,279.93		\$6,531,524.96		\$6,636,120.45
	TOTAL BASE BID + ALTERNATE NOS. 1 AND 2				\$6,195,730.38		\$6,964,390.41		\$7,123,153.40
	TOTAL BASE BID + ALTERNATE NOS. 1, 2 AND 3				\$6,430,005.73		\$7,258,914.26		\$7,397,832.60
	TOTAL BASE BID + ALTERNATE NOS. 1, 2, 3 AND 4				\$6,621,306.25		\$7,497,675.66		\$7,643,461.10

Adjusted to correct math error

DRAFT  
(To be transferred to Town letterhead if acceptable)

(Date)

Mr. Querino Pacella  
Vice President  
RJV Construction Corp.  
5 Lincoln Street  
Canton, Massachusetts 02021

Subject: Town of Harwich, Massachusetts  
Sewerage Works Improvements, Phase 2 Contract No.2  
Project No. CWSRF – 4424/2

Dear Mr. Pacella:

The Town of Harwich intends to award your firm the above contract based on your Total Base Bid plus Alternatives 1, 2, 3 and 4 in the amount of \$6,621,306.25 that was received on August 22, 2019.

The project is funded under the Massachusetts State Revolving Fund (SRF) Loan program and requires State Authorization to Award before the Town will be allowed to sign the contract. This letter of intent to award will become null and void, and will not obligate the Town of Harwich, Massachusetts if said contract approval is not obtained from the Massachusetts Department of Environmental Protection, Bureau of Municipal Services.

Please contact CDM Smith Inc., 260 West Exchange Street, Suite 300, Providence, Rhode Island 02903, Attn: Antonio V. Bonilla, to obtain contract documents to be completed relative to contract award.

Very truly yours,

Christopher Clark  
Town Administrator

cc: Harwich Board of Selectmen  
David Young, CDM Smith  
Michael Guidice, CDM Smith  
Antonio Bonilla, CDM Smith

DRAFT  
(To be transferred to Town letterhead if acceptable)

September 16, 2019

Mr. Querino Pacella  
Vice President  
RJV Construction Corp.  
5 Lincoln Street  
Canton, Massachusetts 02021

Subject: Town of Harwich, Massachusetts  
Sewerage Works Improvements, Phase 2 Contract No.2  
Project No. CWSRF – 4424/2

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Christopher Clark,  
Town Administrator

CC Harwich Board of Selectmen  
David Young, CDM Smith  
Michael Guidice, CDM Smith  
Antonio Bonilla, CDM Smith

**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039


**Christopher Clark**, *Town Administrator*  
**Joseph F. Powers**, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA



**MEMO**

TO: Board of Selectmen

FROM: Joseph F. Powers, Assistant Town Administrator 

CC: Christopher Clark, Town Administrator  
Griffin J. Ryder, Town Engineer  
Emily Mitchell, COA Director

RE: FY 2020 Inter-municipal Agreement – Orleans Day Center Program

DATE: September 10, 2019

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The draft Fiscal Year 2020 Inter-municipal Agreement between the Town of Orleans and the Town of Harwich relative to the Day Center Program is exempt from procurement in accordance with MGL c.30B, §1 (b)(3) and MGL, c.40, §4A.

Thank you.

Memorandum of Agreement  
Between

Town of Orleans through  
Board of Selectmen  
19 School Road  
Orleans, MA 02653

and

Town of Harwich through  
Board of Selectmen  
732 Main Street  
Harwich, MA 02645

This Memorandum of Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Town of Orleans (hereinafter referred to as "Orleans") and the Town of Harwich (hereinafter referred to as "Harwich.")

WHEREAS, Orleans Council on Aging operates an adult supportive day care program (hereinafter referred to as the "Program"), which provides a safe, welcoming environment for older adults, and

WHEREAS, Orleans Program has capacity to accept residents of Harwich into the Program, but the daily reimbursement rate of \$55 per non-resident participant that Orleans receives through a contract with Elder Services of Cape Cod or through private pay fee does not cover the full daily cost of \$75 per participant, and

WHEREAS, Harwich desires to provide Program access for their residents and has offered to make a supplemental payment of \$20 per day for each Harwich participant to Orleans to cover the full cost of the Program,

NOW THEREFORE, Orleans and Harwich enter into this Agreement.

RESPONSIBILITIES OF ORLEANS

- A) Provide adult supportive day care program to Harwich participants that includes lunch and snacks; fitness classes; discussions of current events; art and music therapy; and activities which promote independence and wellness.
- B) Provide potential participants with a free trial day to determine eligibility and ongoing assessments to monitor the well-being of all participants.
- C) Provide the Harwich Council on Aging with notification when a new Harwich participant has been cleared for attendance in the Program and when an existing Harwich participant is discharged from the Program.
- D) Provide the Harwich Council on Aging with a monthly report of resident Program participation.



RESPONSIBILITIES OF HARWICH

- A) Coordination of Program communication from Harwich will be through the Council on Aging.
- B) Process supplemental payments to the Orleans Council on Aging for Harwich participants on a monthly basis following receipt of the monthly report of Program participation from Orleans. Supplemental payments will be made to Orleans within thirty (30) days of each monthly report.

DURATION

- A) This Memorandum of Agreement shall be effective from July 1, 2019 through June 30, 2020.
- B) Either Orleans or Harwich may terminate this Agreement by thirty (30) days written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party.
- C) Orleans may terminate this Agreement at any time if Orleans contract with Elder Services of Cape Cod is terminated.

AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.

IN WITNESS WHEREOF, ORLEANS and HARWICH execute this Agreement the \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and nineteen.

FOR TOWN OF ORLEANS

FOR TOWN OF HARWICH

\_\_\_\_\_  
Chairman, Board of Selectmen

\_\_\_\_\_  
Chairman, Board of Selectmen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, *Town Administrator*  
Joseph F. Powers, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA



# MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Assistant Town Administrator

CC: Christopher Clark, Town Administrator  
Chief Norman M. Clarke, Jr., - Fire Department  
Carol Coppola, Finance Department  
Griffin J. Ryder, Town Engineer

RE: Fire Station #2 - Procurement of Furnishings & Related Materials

DATE: September 16, 2019

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I have reviewed the procurement documents on the bid managed by Fire Lt. Scott Tyldesley for the procurement of necessary furniture and furnishings for Fire Station #2.

Lt. Tyldesley managed this procurement through the Commonwealth's Operational Services Division (OSD) utilizing the state bid list process. His work on this matter is exemplary and I appreciate and note his attention to detail.

Enclosed you will find:

- Lt. Tyldesley's "Summary of Project" wherein he outlines the process, responsive bidders and summation of the project;
- The agreement between the Town and W.B. Mason Co., Inc., the responsive and responsible offeror with the best price;
- The Specifications For Bid Sheet; and
- The Quotation Sheet from W. B. Mason Co., Inc.

The contract document was provided in template form by Attorney Matthew G. Feher of KP Law and conforms to legal requirements.

Recommendation: I recommend you approve this procurement as outlined, award the contract to W.B. Mason, Co., Inc. and sign the attached contract documents.

## Summary of Project

Harwich Fire Department Station Two Furniture

Tuesday September 10, 2019

As part of the construction of the new Station Two we require miscellaneous furniture throughout the building. The total contract price is \$26,227.13, \$1800 of which is labor related and \$24427 is materials related. The purchase is being made off of the OFF38 State Contract. Four vendors listed on the OFF38 Contract were submitted bid packages, two of which responded.

Bids were requested from Kimball Office, Staples, WB Mason and Office Resources

The range of bids was \$26,227 - \$30,492

WB Mason has provided the low bid. Kimball and Office Resources did not respond to the bid request.

This project will be funded by Article 24 from May 7, 2018 providing for the overall construction of Station 2. The line item for furniture is \$90,000.

Attached to this summary are;

- The procurement checklist
- The bid packet
- The bids received
- A copy of the OFF38 State Contract

Harwich Fire Department  
Station 2 Furniture and Shelving Specifications for Bid

Quantity	Location	Comparable Mfg	Comparable Part #	Description
1	A101	QRT	G3624W	Whiteboard 36x24 Glass whiteboard magnetic
2	A103	HON	HHCG11	Guest chairs Soothe Guest Seating single seat arms Undecided ARMCAP option Gr 2 UPH Undecided FABRIC option Undecided FRAME option
1	A103	HON	HLOCC1	Guest table Endorse Square Occ Tble Open All Sides Undecided GROMMET Option Grd L2 Standard Laminates Undecided LAMINATE Option Undecided PAINT Option
1	A110	HON	HTLCREDA	Conference Room Credenza Laminate Hospitality Credenza Undecided EDGE Option Grd L2 Standard Laminates Undecided LAMINATE Option Undecided LAMINATE2 Option Undecided PULL Option

Harwich Fire Department  
Station 2 Furniture and Shelving Specifications for Bid

				<p>Conference Room Chairs                      Ignition 2 Task Mid-back, ilira back                      Advanced Synchro- Tilt                      Arm: Fixed Polished Aluminum                      Hard Caster                      Mesh: Black                      GRADE: II UPHOLSTERY</p> <p>Adjustable Lumbar                      Base: Polished Aluminum                      Frame: Titanium</p>
10	A110	HON	HIWMM	
				<p>Conference Room Table Component 1 of 3                      Preside 120W x 48D Rectangular Shaped Laminate Top                      Beaded                      Undecided EDGE Option                      Cut out for Flip Top Port                      Grd L2 Standard Laminates                      Undecided LAMINATE Option</p>
1	A110	HON	HTLC48120	
				<p>Conference Room Table Component 2 of 3                      Preside Laminate Hollow Panel Base For 120" W Table Tops                      Grd L2 Standard Laminates                      Undecided LAMINATE Option                      Undecided ENDCAP Option</p>
1	A110	HON	HTLHP120	
				<p>Conference Room Table Component 3 of 3                      Flip Top Port (4 Power 1 VGA 1 HDMI)</p>
2	A110	HON	HTPWRGROM3	
				<p>Whiteboard                      72 x 42 Glass White Board Magnetic</p>
1	A110	QRT	QRTG7442IMW	

Harwich Fire Department  
Station 2 Furniture and Shelving Specifications for Bid

				Kitchen Counter Stools Inspire 4-Leg Stool-Fxd Arms-Uph Seat-Glides Felt Glide Flexible P3 Grd Frame Undecided PAINT Option Undecided SEAT/BACK Option GRD 2 UPH Undecided FABRIC Option
	3	A121	ALS	INFS-SGONO
				Kitchen Table Chairs Inspire 4-Leg Stack-Fixed Arms-Uph Seat-Glides Felt Glide Undecided CAP Option P2 Grd Frame Silver Undecided SEAT/BACK Option GRD 2 UPH Undecided FABRIC Option
	8	A121	ALS	INST-SGONO
				Kitchen Table Component 1 of 2 Preside Preside 96W x 48D Rect Shaped Laminate Top Undecided EDGE Option No Grommets Grd L2 Standard Laminates Undecided LAMINATE Option
	1	A121	HON	HTLC4896
				Kitchen Table Component 2 of 2 Preside Aluminum T leg for 96" Table Tops PAINT: Select Core Paint Undecided PAINT Option
	1	A121	HON	HTTLEG96

Harwich Fire Department  
Station 2 Furniture and Shelving Specifications for Bid

	1 A122	HON	HNLRC2472	Entertainment area shelf system component 1 of 4 72W x 24D Rectangle Worksurface Smooth, Flat Undecided EDGE Option No Grommet Grd L2 Standard Laminates Undecided LAMINATE Option
	1 A122	HON	HNLMP7228	Entertainment area shelf system component 2 of 4 72W x 27-7/8H Modesty / Back Panel Undecided GROMMET Option Grd L2 Standard Laminates Undecided LAMINATE Option
	1 A122	HON	HNL233628PBK	Entertainment area shelf system component 3 of 4 36Wx23-1/8Dx28-1/2H Bookcase Pedestal No Grommet Grd L2 Standard Laminates Undecided LAMINATE Option
	1 A122	HON	HNL233628PSC	Entertainment area shelf system component 4 of 4 36Wx23-1/8Dx28-1/2H Storage Cabinet Pedestal Undecided PULL Option No Grommet Grd L2 Standard Laminates Undecided LAMINATE Option Grd L2 Standard Laminates Undecided LAMINATE Option
	1 A123	HON	HSC2472	Storage Cabinet 24D x 36W x 72H Standard Random Key Lock PAINT: Select Choice Paint Undecided PAINT Option

Harwich Fire Department  
Station 2 Furniture and Shelving Specifications for Bid

				Desk Chairs Ignition 2 Task Mid-back, ilira back Advanced Synchro- Tilt Arm: Height and Width Adj. Arm Hard Caster Mesh: Black GRADE: II UPHOLSTERY Adjustable Lumbar Base: Standard Base Frame: Titanium	
	2	A124	HON	HIWMM	
	1	A124	QRT	G3624W	36 x 24 Glass White Board
	1	A124	QRT	2303	36 x 24 Cork Board
	2	A129	LST	KAD10U	Guest Chair with Urethane Arm Caps Dillon Grade 3
	1	A129	HON	HMTS01	Medical Exam Task Stool w/o Back Swivel Pneu Ht Ad UPH: Vinyl COLOR: Black



Harwich Fire Department  
Station 2 Furniture and Shelving Specifications for Bid

	1 A129	LST	T5147	<p>Mobile Recliner w/ Removable Right Arm (facing) Infinite Position Lockin...            Back            La-Z-Boy Fabric Price Grade 3            (La-Z-Boy) Dillon Card - Dillon            Urethane Arm Caps (Std)            Black            1 - 4" Swivel Locking Caster            Moisture Barrier Seat &amp; Back            Adjustable Head Rest Pillow            Foley Bag Holder            Trendelenburg            Large Foot Tray</p>
	5 Bunk	HON	HIWMM	<p>Ignition 2 Task Mid-back, ilira back            Undecided CONTROL Option            Arm: Height and Width Adj. Arm            Hard Caster            GRADE: II UPHOLSTERY            Adjustable Lumbar            Base: Standard Base            Frame: Titanium</p>
	1 Lt Bunk	HON	H215	<p>210 Series Vertical File 5 Drawer            Letter w/Lock            Lock: Lock            PAINT: Select Choice Paint</p>
	7 MISC	Deflecto	Chairmats	Chairs Mats Deflecto 36 x 48

Harwich Fire Department  
Station 2 Furniture and Shelving Specifications for Bid

				SHELVING DESCRIPTION WITH LINE ITEMS BELOW Z-LINE MEDIUM DUTY SHELVING (5) STEEL SHELVES 2-48"W X 18"D X 84"H 2-36"W X 24"D X 84"H 3 STARTER + 1 ADDER
	0	A125	Tennsco	
	2	A125	Tennsco	ZM7-4818S-5D-TBD Z-Ln Stl Shf 5 lev-48x18x84-st
	1	A125	Tennsco	ZM7-3624S-5D-TBD Z-Ln Stl Shf 5 lev-36x24x84-st
	1	A125	Tennsco	ZM7-3624A-5D-TBD Z-Ln Stl Shf 5 lev-36x24x84-ad
	0	A137	Tennsco	Work Bench and Shelving Description - Line Items Below STEEL TOP WORKBENCH w/ 3- DRAWER UNITS AND DOUBLE STACKED ELECTRIC RISERS 60"W X 30"D Z-LINE MEDIUM DUTY SHELVING (5) STEEL SHELVES 48"W X 24"D X 84"H 1 STARTER + 1 ADDER ASSEMBLED STORAGE CABINET 4 ADJ. SHELVES + FIXED BOTTOM 36"W X 24"D X 78"H 2 UNITS
	1	A137	Tennsco	G-T-3060-TBD Color TBD Stl Bnch Top w/o Strnger 30x60
	2	A137	Tennsco	MD3-1524-TBD Color TBD Modlr 3 Dwr Cabnt 15wx24dx32h
	2	A137	Tennsco	RE-1060-TBD Color TBD Elec Riser w/End Suprts 10x60

Harwich Fire Department  
Station 2 Furniture and Shelving Specifications for Bid

	2 A137	Tennsco	WK-1	Wiring Kit/Elect. WB & Riser
	1 A137	Tennsco	ZM7-4824S-5D-TBD	Color TBD Z-Ln Stl Shf 5 lev-48x24x84-st
	1 A137	Tennsco	ZM7-4824A-5D-TBD	Z-Ln Stl Shf 5 lev-48x24x84-ad
	2 A137	Tennsco	7824-TBD	Color TBD SU Deluxe Cabinet 36wx24dx78h

# HARWICH FD

W. B. Mason Co., Inc.  
1 of 4

QUOTE VALID FOR 60 DAYS

Item	Mfg	Qty	Part Number	Part Description	Sell	Ext Sell	Alias 1
1	QRT	1	G3624W	36 x 24 Glass Whiteboard Magnetic	\$ 105.38	\$ 105.38	A101
2	HON	2	HHCG11	Soothe Guest seating single-seat arms	\$ 410.41	\$ 820.82	A103
			~	Undecided ARMCAP Option			
			\$(2)	Gr 2 UPH			
			~	Undecided FABRIC Option			
			~	Undecided FRAME Option			
3	SAF96 95	1	HLOCC1	Endorse Square Occ Tble Open All Sides	\$ 340.73	\$ 340.73	A103
			~	Undecided GROMMET Option			
			\$(L2STD)	Grd L2 Standard Laminates			
			~	Undecided LAMINATE Option			
			~	Undecided PAINT Option			
sub				<b>A103 Subtotal</b>		<b>\$ 1,266.93</b>	<b>A103</b>
4	HON	1	HTLCREDA	Laminate Hospitality Credenza	\$ 1,111.70	\$ 1,111.70	A110
			~	Undecided EDGE Option			
			\$(L2STD)	Grd L2 Standard Laminates			
			~	Undecided LAMINATE Option			
			~	Undecided LAMINATE2 Option			
			~	Undecided PULL Option			
5	HON	10	HIWMM	Ignition 2 Task Mid-back, ilira back	\$ 352.80	\$ 3,528.00	A110
			.Y2	Advanced Synchro- Tilt			
			.P	Arm: Fixed Polished Aluminum			
			.H	Hard Caster			
			.IM	Mesh: Black			
			\$(2)	GRADE: II UPHOLSTERY			
			...	Skipped Option			
			.AL	Adjustable Lumbar			
			.PA	Base: Polished Aluminum			
			.TI	Frame: Titanium			
6	HON	1	HTLC48120	Preside 120W x 48D Rectangular Shaped Laminate Top	\$ 521.38	\$ 521.38	A110
			.B	Beaded			
			~	Undecided EDGE Option			
			.G2	Cut out for Flip Top Port			
			\$(L2STD)	Grd L2 Standard Laminates			
			~	Undecided LAMINATE Option			
7	HON	1	HTLHP120	Preside Laminate Hollow Panel Base For 120" W Table Tops	\$ 741.94	\$ 741.94	A110
			\$(L2STD)	Grd L2 Standard Laminates			
			~	Undecided LAMINATE Option			
			~	Undecided ENDCAP Option			
8	HON	2	HTPWRGROM3	Flip Top Port (4 Power 1 VGA 1 HDMI)	\$ 327.83	\$ 655.66	A110
9		1	QRTG7442IMW	72 x 42 Glass White Board Magnetic	\$ 522.28	\$ 522.28	A110
sub				<b>A110 Subtotal</b>		<b>\$ 7,080.96</b>	<b>A110</b>
10	ALS	3	INFS-SGONO	Inspire 4-Leg Stool-Fxd Arms-Uph Seat-Glides	\$ 394.05	\$ 1,182.15	A121
			.2	Felt Glide			
			.F	Flexible			
			\$(P3)	P3 Grd Frame			
			~	Undecided PAINT Option			
			~	Undecided SEAT/BACK Option			
			\$(2)	GRD 2 UPH			
			~	Undecided FABRIC Option			

# HARWICH FD

W. B. Mason Co., Inc.  
2 of 4

QUOTE VALID FOR 60 DAYS

Item	Mfg	Qty	Part Number	Part Description	Sell	Ext Sell	Alias 1
11	ALS	8	INST-SGONO	Inspire 4-Leg Stack-Fixed Arms-Up Seat-Glides .2 ~ Felt Glide ~ Undecided CAP Option \$(P2) P2 Grd Frame .PR6 Silver ~ Undecided SEAT/BACK Option \$(2) GRD 2 UPH ~ Undecided FABRIC Option	\$ 256.41	\$ 2,051.28	A121
12	HON	1	HTLC4896	Preside Preside 96W x 48D Rect Shaped Laminate Top ~ Undecided EDGE Option .N No Grommets \$(L2STD) Grd L2 Standard Laminates ~ Undecided LAMINATE Option	\$ 346.77	\$ 346.77	A121
13	HON	1	HTTLEG96	Preside Aluminum T leg for 96" Table Tops ~ PAINT: Select Core Paint \$(CORE) ~ Undecided PAINT Option	\$ 323.80	\$ 323.80	A121
sub				<b>A121 Subtotal</b>		<b>\$ 3,904.00</b>	<b>A121</b>
14	HON	1	HNLRC2472	72W x 24D Reclangle Worksurface ~ .G Smooth, Flat ~ Undecided EDGE Option .X No Grommet \$(L2STD) Grd L2 Standard Laminates ~ Undecided LAMINATE Option	\$ 142.74	\$ 142.74	A122
15	HON	1	HNLMP7228	72W x 27-7/8H Modesty / Back Panel ~ Undecided GROMMET Option \$(L2STD) Grd L2 Standard Laminates ~ Undecided LAMINATE Option	\$ 116.94	\$ 116.94	A122
16	HON	1	HNL233628PBK	36Wx23-1/8Dx28-1/2H Bookcase Pedestal ~ .X No Grommet \$(L2STD) Grd L2 Standard Laminates ~ Undecided LAMINATE Option	\$ 288.31	\$ 288.31	A122
17	HON	1	HNL233628PSC	36Wx23-1/8Dx28-1/2H Storage Cabinet Pedestal ~ Undecided PULL Option .X No Grommet \$(L2STD) Grd L2 Standard Laminates ~ Undecided LAMINATE Option \$(L2STD) Grd L2 Standard Laminates ~ Undecided LAMINATE Option	\$ 333.87	\$ 333.87	A122
sub				<b>A122 Subtotal</b>		<b>\$ 881.86</b>	<b>A122</b>
18	HON	1	HSC2472	Storage Cabinet 24D x 36W x 72H ~ .L Standard Random Key Lock \$(CORE) PAINT: Select Core Paint ~ Undecided PAINT Option	\$ 389.72	\$ 389.72	A123
sub				<b>A123 Subtotal</b>		<b>\$ 389.72</b>	<b>A123</b>

# HARWICH FD

W. B. Mason Co., Inc.

3 of 4

QUOTE VALID FOR 60 DAYS




Item	Mfg	Qty	Part Number	Part Description	Sell	Ext Sell	Alias 1
19	HON	2	HIWMM	Ignition 2 Task Mid-back, ilira back	\$ 283.73	\$ 567.46	A124
			.Y2	Advanced Synchro- Tilt			
			.A	Arm: Height and Width Adj. Arm			
			.H	Hard Caster			
			.IM	Mesh: Black			
			\$(2)	GRADE: II UPHOLSTERY			
			...	Skipped Option			
			.AL	Adjustable Lumbar			
			.SB	Base: Standard Base			
			.TI	Frame: Titanium			
20		1	G3624W	36 x 24 Glass White Board	\$ 105.38	\$ 105.38	A124
21		1	2303	36 x 24 Cork Board	\$ 22.03	\$ 22.03	A124
sub				<b>A124 Subtotal</b>		<b>\$ 694.87</b>	<b>A124</b>
22	LST	2	KAD10U	Guest Chair with Urethane Arm Caps Dillon Grade 3	\$ 500.26	\$ 1,000.52	A129
23	HON	1	HMTS01	Medical Exam Task Stool w/o Back Swivel Pneu Ht Ad	\$ 118.83	\$ 118.83	A129
			.EA	UPH: Vinyl			
			11	COLOR: Black			
24	LST	1	H5147	Mobile Recliner w/ Removable Right Arm (facing) Infinite Position Locking...	\$ 2,196.85	\$ 2,196.85	A129
			3	La-Z-Boy Fabric Price Grade 3			
			(1)	(La-Z-Boy) Dillon Card - Dillon			
			TOR				
			...	Skipped Option			
			U	Urethane Arm Caps (Std)			
			402	Black			
			~	No Selection			
			~	No Selection			
			4S4	1 - 4" Swivel Locking Caster			
			MBBMBS	Moisture Barrier Seat & Back			
			~	No Selection			
			AHP	Adjustable Head Rest Pillow			
			FBH	Foley Bag Holder			
			TE	Trendelenburg			
			FT4-1	Large Foot Tray			
			~	No Selection			
sub				<b>A129 Subtotal</b>		<b>\$ 3,316.20</b>	<b>A129</b>
25	HON	5	HIWMM	Ignition 2 Task Mid-back, ilira back	\$ 262.38	\$ 1,311.90	BUNK ROOMS
			~	Undecided CONTROL Option			
			.A	Arm: Height and Width Adj. Arm			
			.H	Hard Caster			
			...	Skipped Option			
			\$(2)	GRADE: II UPHOLSTERY			
			...	Skipped Option			
			.AL	Adjustable Lumbar			
			.SB	Base: Standard Base			
			.TI	Frame: Titanium			
26	HON	1	H215	210 Series Vertical File 5 Drawer Letter w/Lock	\$ 514.53	\$ 514.53	BUNK ROOMS
			.P	Lock: Lock			
			\$(CHOICE)	PAINT: Select Choice Paint			
			...	Skipped Option			
sub				<b>BUNK ROOMS Subtotal</b>		<b>\$ 1,826.43</b>	<b>BUNK ROOMS</b>
27	Tenns co	1	Q23810-4	Shelving/Workbench Per the Plan. , A125, A137.	\$ 3,619.35	\$ 3,619.35	A125, A137
sub				<b>SHLEVING/WORKBENCH Subtotal</b>		<b>\$ 3,619.35</b>	

# HARWICH FD

W. B. Mason Co., Inc.

4 of 4

QUOTE VALID FOR 60 DAYS

Item	Mfg	Qty	Part Number	Part Description	Sell	Ext Sell	Alias 1
28		7	ChairMats	Chairs Mats Deflecto 36 x 48	\$ 39.99	\$ 279.93	MISC
sub				<b>CHAIR MATS Subtotal</b>		<b>\$ 279.93</b>	
29		3	SAF9695	Steel Trash Can 35 gal.	\$ 388.96	\$ 1,166.88	MISC
sub				<b>Trash Cans Subtotal</b>		<b>\$ 1,166.88</b>	
30		1		Installation and Removal of all Trash During Normal Business Hours	\$ 1,800.00	\$ 1,800.00	
				<b>Grand Total</b>		<b>\$ 26,227.13</b>	



P.O. Box 1888 Dickson, TN 37056-1888  
 Phone (615) 446-8000 Fax (615) 446-7224  
 Remit Payment To: P.O. Box 306162 Nashville, TN 37230-6162

# Sales Quotation

<b>Quoted By</b>		<b>Quote No.</b>
John Sulick		Q23810-5

<b>Contact Name</b>	<b>Cust Acct.No</b>	<b>Cust.Phone No.</b>	<b>Cust.Fax No</b>	<b>Cust. E-mail</b>
John Lynch	31156	800-242-5892	508-588-5167	john.lynch@wbmason.com

<b>Quote Date</b>	<b>Valid To</b>	<b>Payment Terms</b>	<b>Estimated Lead</b>
09/10/19	10/10/19	30 Days Net	25 Business Days

<b>Shipping Terms</b>	<b>Ship Via Method</b>	<b>Delivery Options</b>
F.O.B. Dickson, TN 37055, Freight Pre Pay and Add	XPO Logistics	Normal Delivery

<b>Customer Address</b>
Mason, W. B. 59 Centre St. P. O. Box 111 Brockton, MA 02303-0111

<b>Project Name and Destination</b>
Hyannis, MA 02601

Qty	Catalog Number	Description	Unit Weight	Unit Price	Disc Rate	Net Price	Extended Net Price
		CUST A125 Z-LINE MEDIUM DUTY SHELVING (5) STEEL SHELVES 2-48"W X 18"D X 84"H 2-36"W X 24"D X 84"H 3 STARTER + 1 ADDER					
2	ZM7-4818S-5D-TBD	Z-Ln Stil Shf 5 lev-48x18x84-st	88.60	\$338.00	0.0000%	\$338.00	\$676.00
1	ZM7-3624S-5D-TBD	Z-Ln Stil Shf 5 lev-36x24x84-st	84.50	\$324.00	0.0000%	\$324.00	\$324.00
1	ZM7-3624A-5D-TBD	Z-Ln Stil Shf 5 lev-36x24x84-ad	81.30	\$313.00	0.0000%	\$313.00	\$313.00
		MECH WORKROOM A137 STEEL TOP WORKBENCH w/3- DRAWER UNITS AND DOUBLE STACKED ELECTRIC RISERS 60"W X 30"D Z-LINE MEDIUM DUTY SHELVING (5) STEEL SHELVES 48"W X 24"D X 84"H 1 STARTER + 1 ADDER					
		ASSEMBLED STORAGE CABINET 4 ADJ. SHELVES + FIXED BOTTOM 36"W X 24"D X 78"H 2 UNITS					
1	G-T-3060-TBD	Color TBD Stil Bnch Top w/o Strnger 30x60	67.40	\$260.00	0.0000%	\$260.00	\$260.00
2	MD3-1524-TBD	Color TBD Modlr 3 Dwr Cabnt 15wx24dx32h	69	\$605.00	0.0000%	\$605.00	\$1,210.00
2	RE-1060-TBD	Color TBD Elec Riser w/End Supprts 10x60	27	\$125.00	0.0000%	\$125.00	\$250.00
2	WK-1	Wiring Kit/Elect. WB & Riser	2.50	\$132.00	0.0000%	\$132.00	\$264.00
1	ZM7-4824S-5D-TBD	Color TBD Z-Ln Stil Shf 5 lev-48x24x84-st	103.30	\$387.00	0.0000%	\$387.00	\$387.00
1	ZM7-4824A-5D-TBD	Z-Ln Stil Shf 5 lev-48x24x84-ad	100.10	\$376.00	0.0000%	\$376.00	\$376.00
2	7824-TBD	Color TBD SU Deluxe Cabinet 36wx24dx78h	178	\$744.00	0.0000%	\$744.00	\$1,488.00



<b>Notes:</b>

<b>Total List</b>		\$5,548.00
<b>Total Net</b>		\$5,548.00
<b>Estimated Freight</b>		<b>\$0.00</b>
<b>Charges</b>		\$0.00
<b>Credits</b>		\$0.00
<b>Sales Tax</b>		\$0.00
<b>Total Weight</b>	1166.80	<b>Total Amount</b> * \$5,548.00

SUBJECT TO SALES TAX UNLESS A COPY OF YOUR CERTIFICATE OF RESALE IS ON FILE WITH OUR COMPANY. IF DROP SHIPPING WITHIN THE STATE OF TENNESSEE, A RESALE CERTIFICATE IS ALSO REQUIRED FROM THE USER OR CONSUMER

LEAD TIME SUBJECT TO CREDIT APPROVAL.

WHEN PLACING AN ORDER BASED ON THIS QUOTATION, REFER TO QUOTATION #Q23810-5  
 IF ORDERING FROM A DIFFERENT QUOTATION, PLEASE NOTE DIFFERENCES. UNLESS OTHERWISE NOTED FREIGHT IS NOT INCLUDED.

*(X) LIST PRICE. SEE QUOTE FOR B.O PRICE.*

## MEMORANDUM

To: Christopher Clark, Town Administrator  
From: Sean Libby, Facilities Maintenance Manager  
Re: Brooks Free Library Pump Motor drives  
Date: 9 September 2019

On May 24, 2019 the Green Communities contract was signed by the CFO for the Department of Energy Resources. This contract allows for us to begin executing the funds awarded in the grant of \$152,910.00. The grant requires that the Town complete each of the energy reduction measures agreed to in the application. Each project is also receiving incentives from Cape Light Compact and National Grid. These savings significantly reduce the cost of each contract for the Town. The total cost of all of the measures will utilize all of the grant and an additional \$13,457.40 from the DPW operating budget.

As in the past, each measure is a separate contract and falls under M.G.L. 25A section 14 as an energy conservation project. We are working with Cape Light Compact and their representative therefore it is not subject to further solicitation. We have used Rise Engineering in the past with outstanding results. I am requesting that this contract be approved and signed so we can move forward with this project. Please let me know if you have any further questions.

CC: Lincoln Hooper, DPW Director

Total cost

\$31,500.40

**Efficiency Energized.**



## **Harwich Brooks Library Pump VFD**

**Date:** 8/28/2019

**Customer:** Town of Harwich

**ATTN:** Mr. Sean Libby

**Address:** 739 Main St, Harwich, MA 02645

NOTE: THIS CONTRACT MAY BE WITHDRAWN BY  
RISE IF NOT EXECUTED WITHIN 30 DAYS

AUTHORIZED SIGNATURE

A handwritten signature in black ink, appearing to be "S. Libby", is written over a horizontal line.

DATE

8/28/2019

# Energy Conservation Measure Proposal

## Reduction of Electric usage by modulating pumps speed

RISE Engineering is proposing to install and furnish four (4) variable speed drives and one (1) high efficiency Baldor motor on hot and chilled water pumps at Harwich Brooks Library.

### SCOPE OF WORK

#### HW and CW Pump VFD

- Furnish and install (4) Siemens VFDs without bypass for 3 hp pump motors
- Furnish and install (1) Baldor 3 hp premium-efficiency motor to replace existing motor
- Re-use (1) existing premium-efficiency pump motor
- Provide local DDC controls for Delta P sequence

#### Notes and Clarifications:

- All work performed during normal working hours.
- Town of Harwich permits and inspections included.
- Prevailing wage rates and certified payroll included.

Total Installed Cost	\$ 38,804.4
Cape Light Compact Incentive	\$ (7,304)
Net Cost To Customer	\$ 31,500.4

1. Upon execution of this contract RISE Engineering will require a 30% down payment and balance upon invoicing.
2. Any defect in materials, design, or installation found within one (1) year of installation date will be remedied without charge and within a reasonable period of time.
3. All work to be completed in a workmanlike manner according to standard practices.
4. Contract cost includes any permit(s) required by law for this installation. Prior to, or during installation, RISE Engineering (at its sole discretion ) may choose not to proceed further with the installation for reasons relative to Safety or discovery of unforeseen conditions
5. Any change from the above specifications involving extra costs will be executed only on written orders, and will become an extra charge over and above the contract amount.
6. In the absence of alternate arrangements, disposal of disabled materials is the responsibility of the Customer.
7. This contract is subject to Utility company approval of any Utility program incentives incorporated herein. All applicable Utility program incentives shall be assigned to RISE ENGINEERING.
8. Pricing is valid for 30 days from above date.

Acceptance of Contract – The above prices, Specifications and conditions are satisfactory and are the work as specified. Payments will be hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

DATE OF ACCEPTANCE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

## CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of September  
in the year Two Thousand and nineteen, between Rise Engineering, with a usual place of  
business at 1341 Elmwood Ave, Cranston, RI 02910, hereinafter called the CONTRACTOR,  
and the Town of Harwich, acting by its Board of Selectmen, with a usual place of business at 732  
Street, Harwich, MA, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the Harwich Brooks Library Pump VFD Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of Thirty One Thousand Five Hundred Dollars and forty cents.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before April 1 2020.

- A. **Definition of Term:** The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. **Time as Essential Condition:** It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the

completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. **Progress and Completion:** Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. **Liquidated Damages:** It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be 1% of the project per day.

4. Performance of the Work

- A. **Direction of the Work:** The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. **Responsibility for the Work:** (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.  
  
(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. **Permits and Fees:** Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the

Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:
- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such



endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There is not a project architect-engineer for this project who is. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
  1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
  2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
  3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.

- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
  2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
  - (b) An agreed lump sum.

- (c) The actual cost of:
  - (1) Labor.
  - (2) Materials entering permanently into the work.
  - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
  - (4) Power and consumable supplies for the operation of power equipment.
  - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

- F. **Claims for Additional Costs:** If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

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

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

~~Invitation to Bid~~  
~~Instructions to Bidders~~  
This Contract Form  
~~Bid Form~~  
~~Performance Bond~~

~~Labor & Materials Payment Bond~~  
~~Non-Collusion Certificate~~  
Tax Compliance Certificate  
~~Clerk's Certificate of Corporate Vote~~  
Certificate of Insurance  
~~General Conditions~~  
~~Supplementary General Conditions~~  
General Requirements  
~~Specifications and Addenda~~  
~~Contract Drawings~~  
Schedule of Prevailing Wages  
(Strike out any inapplicable item)

12. Terms Required By Law

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

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- 14.1.1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- 14.1.2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 14.1.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 14.1.4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

- 14.1.5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- 14.1.6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 14.1.7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified herein.

- 14.2.1 General Liability of at least \$1,000,000 Occurrence/\$2,000,000 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.
- 14.2.2 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".
- 14.2.3 Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000.
- 14.2.4 Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 14.2.5 Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 14.2.6 Umbrella Liability of at least \$10,000,000/occurrence, \$10,000,000/aggregate. The Municipality should be named as an "Additional Insured".
- 14.2.7 Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$2,000,000/occurrence, \$5,000,000 aggregate.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

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

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. **Royalties and Patents:** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. **Assignment:** The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Remainder of page intentionally blank.]



- AGREED:

**TOWN OF HARWICH, MASSACHUSETTS**  
(Owner)

By its Board of Selectmen over \$25,000

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: RISE Engineering

By M. S. Tetreault

MICHAEL S TETREAULT  
(Name)

CONTROLLER  
(Title)

1341 Elmwood Ave  
(Address)

Cranston, RI 02910  
(City and State)

By its Town Administrator under \$25,000

---

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

By \_\_\_\_\_  
(Owner's Accountant)

---

(Name)

By Town Administrator and Chief Procurement Officer

---

**CERTIFICATE OF VOTE**

(to be filed if Contractor is a Corporation)

I, \_\_\_\_\_, hereby certify that I am the duly qualified  
(Secretary of the Corporation)

and acting Secretary of \_\_\_\_\_ and I further certify that a meeting of the

(Name of Corporation)

Directors of said Company, duly called and held on \_\_\_\_\_, at which  
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: \_\_\_\_\_  
(Secretary of Corporation)

A True Copy:

Attest: \_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_  
(Date)

**CERTIFICATIONS REQUIRED BY LAW  
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

**TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named 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.

**NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

**PUBLIC CONTRACTOR DEBARMENT**

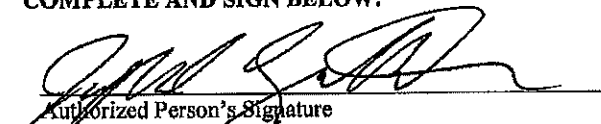
The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

**OSHA TRAINING**

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

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

**COMPLETE AND SIGN BELOW:**

  
Authorized Person's Signature

9-9-2019  
Date

JEAN-PAUL VANDEPUTTE, DIRECTOR OF  
Print Name & Title of Signatory

ENGINEERING

RISE ENGINEERING, a division of  
Name of Contractor

Thielsch Engineering, Inc.

## MEMORANDUM

To: Christopher Clark, Town Administrator  
From: Sean Libby, Facilities Maintenance Manager *SL*  
Re: Brooks Free Library Energy Management System  
Date: 9 September 2019

On May 24, 2019 the Green Communities contract was signed by the CFO for the Department of Energy Resources. This contract allows for us to begin executing the funds awarded in the grant of \$152,910.00. The grant requires that the Town complete each of the energy reduction measures agreed to in the application. Each project is also receiving incentives from Cape Light Compact and National Grid. These savings significantly reduce the cost of each contract for the Town. The total cost of all of the measures will utilize all of the grant and an additional \$13,457.40 from the DPW operating budget.

As in the past, each measure is a separate contract and falls under M.G.L. 25A section 14 as an energy conservation project. We are working with Cape Light Compact and their representative therefore it is not subject to further solicitation. We have used Rise Engineering in the past with outstanding results. I am requesting that this contract be approved and signed so we can move forward with this project. Please let me know if you have any further questions.

CC: Lincoln Hooper, DPW Director

Total Cost

\$ 54,067.00



## Harwich Brooks Library EMS Proposal

**Date:** 9/5/2019

**Customer:** Town of Harwich

**ATTN:** Mr. Sean Libby

**Address:** 739 Main St, Harwich, MA 02645

NOTE: THIS CONTRACT MAY BE WITHDRAWN BY  
RISE IF NOT EXECUTED WITHIN 30 DAYS

AUTHORIZED SIGNATURE

DATE

A handwritten signature in black ink, appearing to be "S. Libby", is written over a horizontal line.

9/5/2019

# Energy Conservation Measure Proposal

## Reduction of Electric and Gas usage by Implementing DDC Controls

RISE Engineering is proposing to install and furnish a new DDC energy management system to control the buildings main HVAC equipment. The system will implement night setback, demand control ventilation and dual enthalpy controls. Additionally, RISE Engineering is proposing to install and furnish DDC controls for auxiliary HVAC equipment for zone control at Harwich Brooks Library.

### SCOPE OF WORK

#### *Main EMS*

- HW SYSTEM
  - Integrate the boiler through its communication card.
  - Integrate HW pump DDC via BACnet.
- CHW SYSTEM
  - Furnish and install Carrier driver and integrate the Aqua Snap chiller.
  - Integrate CHW pump DDC via BACnet.
- AIR HANDLING UNITS
  - Furnish and install DDC Controls for the two Air Handling Units. We shall provide
  - new temperature sensors and re-use existing electronic actuators/end-devices.
  - Provide humidity sensors for dual enthalpy control
  - Provide duct CO2 sensors for demand control ventilation
- OVERALL
  - Run new BACnet communication wire to controllers listed above.
  - Provide Talon Network Manager with remotely accessible web-based graphics.

#### *Zone Control Equipment*

- VAV BOXES (18)
  - Demo existing controls
  - Furnish and install DDC controller with actuator
  - Furnish and install space temperature sensor
- FAN COIL UNITS (2)
  - Demo existing controls except control valves (to be re-used)
  - Furnish and install DDC controller in enclosure
  - Furnish and install space temperature sensor
- FIN TUBE RADIATION (14)
  - Demo existing controls except control valves (to be re-used)

- Wire all (14) existing control valves to a VAV DDC in the same zone
- OVERALL
  - Run new BACnet MS/TP communication wire to all new DDC controllers.
  - Provide remotely accessible web-based graphics.

**Notes and Clarifications:**

- All work performed during normal working hours.
- Town of Harwich permits and inspections included.
- Prevailing wage rates and certified payroll included.

Total Installed Cost	\$ 103,564
Cape Light Compact	\$ (13,745)
Add'l Cape Light Compact ECM Package Incentive*	\$ (29,658)
National Grid	\$ (6,094)
Net Cost To Customer	\$ 54,067

- 
1. Upon execution of this contract RISE Engineering will require a 30% down payment and balance upon invoicing.
  2. Any defect in materials, design, or installation found within one (1) year of installation date will be remedied without charge and within a reasonable period of time.
  3. All work to be completed in a workmanlike manner according to standard practices.
  4. Contract cost includes any permit(s) required by law for this installation. Prior to, or during installation, RISE Engineering (at its sole discretion ) may choose not to proceed further with the installation for reasons relative to Safety or discovery of unforeseen conditions
  5. Any change from the above specifications involving extra costs will be executed only on written orders, and will become an extra charge over and above the contract amount.
  6. In the absence of alternate arrangements, disposal of disabled materials is the responsibility of the Customer.
  7. This contract is subject to Utility company approval of any Utility program incentives incorporated herein. All applicable Utility program incentives shall be assigned to RISE ENGINEERING.
  8. Pricing is valid for 30 days from above date.

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Acceptance of Contract – The above prices, Specifications and conditions are satisfactory and are the work as specified. Payments will be hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

**DATE OF ACCEPTANCE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_



## CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of September  
in the year Two Thousand and nineteen, between Rise Engineering, with a usual place of  
business at 1341 Elmwood Ave, Cranston, RI 02910, hereinafter called the CONTRACTOR,  
and the Town of Harwich, acting by its Board of Selectmen, with a usual place of business at 732  
Street, Harwich, MA, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the Harwich Brooks Library EMS Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of Fifty Four Thousand Sixty Seven Dollars.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before April 1 2020.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the

completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. **Progress and Completion:** Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. **Liquidated Damages:** It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be 1% of the project per day.

4. Performance of the Work

- A. **Direction of the Work:** The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. **Responsibility for the Work:** (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.  
  
(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. **Permits and Fees:** Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the

Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:
- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such

endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There is not a project architect-engineer for this project who is. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
  1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
  2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
  3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.

- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
  2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
  - (b) An agreed lump sum.

- (c) The actual cost of:
  - (1) Labor.
  - (2) Materials entering permanently into the work.
  - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
  - (4) Power and consumable supplies for the operation of power equipment.
  - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

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

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

~~Invitation to Bid~~  
~~Instructions to Bidders~~  
This Contract Form  
~~Bid Form~~  
~~Performance Bond~~



~~Labor & Materials Payment Bond~~  
~~Non-Collusion Certificate~~  
Tax Compliance Certificate  
~~Clerk's Certificate of Corporate Vote~~  
Certificate of Insurance  
~~General Conditions~~  
~~Supplementary General Conditions~~  
General Requirements  
~~Specifications and Addenda~~  
~~Contract Drawings~~  
Schedule of Prevailing Wages  
(Strike out any inapplicable item)

12. Terms Required By Law

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

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- 14.1.1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- 14.1.2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 14.1.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 14.1.4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

- 14.1.5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- 14.1.6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 14.1.7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified herein.

- 14.2.1 General Liability of at least \$1,000,000 Occurrence/\$2,000,000 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.
- 14.2.2 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".
- 14.2.3 Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000.
- 14.2.4 Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 14.2.5 Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 14.2.6 Umbrella Liability of at least \$10,000,000/occurrence, \$10,000,000/aggregate. The Municipality should be named as an "Additional Insured".
- 14.2.7 Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$2,000,000/occurrence, \$5,000,000 aggregate.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

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

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. **Royalties and Patents:** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. **Assignment:** The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Remainder of page intentionally blank.]

AGREED:

TOWN OF HARWICH, MASSACHUSETTS  
(Owner)

By its Board of Selectmen over \$25,000

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: RISE Engineering

By M. S. Tetreault

MICHAEL S TETREAULT  
(Name)

CONTROLLER  
(Title)

1341 Elmwood Ave  
(Address)

Cranston, RI 02910  
(City and State)

By its Town Administrator under \$25,000

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In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

By \_\_\_\_\_  
(Owner's Accountant)

\_\_\_\_\_  
(Name)

By Town Administrator and Chief Procurement Officer

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CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

I, \_\_\_\_\_, hereby certify that I am the duly qualified  
(Secretary of the Corporation)

and acting Secretary of \_\_\_\_\_ and I further certify that a meeting of the

(Name of Corporation)

Directors of said Company, duly called and held on \_\_\_\_\_, at which  
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: \_\_\_\_\_  
(Secretary of Corporation)

A True Copy:

Attest: \_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_  
(Date)

**CERTIFICATIONS REQUIRED BY LAW  
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

**TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named 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.

**NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

**PUBLIC CONTRACTOR DEBARMENT**

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

**OSHA TRAINING**

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

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

**COMPLETE AND SIGN BELOW:**

  
Authorized Person's Signature

9-9-2019  
Date

JEAN-PAUL VANDEPUTTE, DIRECTOR OF ENGINEERING  
Print Name & Title of Signatory

RISE ENGINEERING, a division of Thielsch Engineering, Inc.  
Name of Contractor



## MEMORANDUM

To: Christopher Clark, Town Administrator  
From: Sean Libby, Facilities Maintenance Manager *SL*  
Re: Brooks Free Library Boiler Replacement  
Date: 9 September 2019

On May 24, 2019 the Green Communities contract was signed by the CFO for the Department of Energy Resources. This contract allows for us to begin executing the funds awarded in the grant of \$152,910.00. The grant requires that the Town complete each of the energy reduction measures agreed to in the application. Each project is also receiving incentives from Cape Light Compact and National Grid. These savings significantly reduce the cost of each contract for the Town. The total cost of all of the measures will utilize all of the grant and an additional \$13,457.40 from the DPW operating budget.

We have been working closely with our energy provider's representative Rise Engineering to expedite the completion of the boiler replacement prior to heating season. As in the past, each measure is a separate contract and falls under M.G.L. 25A section 14 as an energy conservation project. We are working with Cape Light Compact and their representative therefore it is not subject to further solicitation. We have used Rise Engineering in the past with outstanding results. I am requesting that this contract be approved and signed so we can move forward with this project. Please let me know if you have any further questions.

CC: Lincoln Hooper, DPW Director

Total Cost

\$80,800.00

**Efficiency Energized.**



## **Harwich Brooks Library Boiler Proposal**

**Date:** 8/26/2019

**Customer:** Town of Harwich

**ATTN:** Mr. Sean Libby

**Address:** 739 Main St, Harwich, MA 02645

NOTE: THIS CONTRACT MAY BE WITHDRAWN BY  
RISE IF NOT EXECUTED WITHIN 30 DAYS

AUTHORIZED SIGNATURE

DATE

  
\_\_\_\_\_

8/26/2019  
\_\_\_\_\_

# Energy Conservation Measure Proposal

## Reduction of Electric usage by installing High Efficiency Boilers

RISE Engineering is proposing to install and furnish two (2) Lochinvar FTX 500 gas fired condensing boiler to replace one (1) 1,000 MBH Hydrotherm Atmospheric hot water boiler.

- Removal and disposal of old boilers
- Install (2) two Lochinvar KBN-501 new high efficiency boilers,
- Furnish and install (2) two B&B Eco-circ variable speed boiler pumps,
- Furnish and install polypropelene venting through existing chase,
- Piping into existing hydronic system,
- Electrical work required to bring boilers online,
- Insulation of new piping,
- Permits and inspections,
- Factory authorized startup of new equipment,
- Refill the system, purge air, test system, bring online with building heat.

### Notes and Clarifications:

- All work performed during normal working hours.
- Town of Harwich permits and inspections included.
- Prevailing wage rates and certified payroll included.
- Deficiencies in hydronic system other than those noted,
- New domestic hot water heater installation if required.

Total Installed Cost	\$ 88,800
National Grid	\$ 8,000
Net Cost To Customer	\$ 80,800

1. Upon execution of this contract RISE Engineering will require a 30% down payment and balance upon invoicing.
2. Any defect in materials, design, or installation found within one (1) year of installation date will be remedied without charge and within a reasonable period of time.
3. All work to be completed in a workmanlike manner according to standard practices.
4. Contract cost includes any permit(s) required by law for this installation. Prior to, or during installation, RISE Engineering (at its sole discretion ) may choose not to proceed further with the installation for reasons relative to Safety or discovery of unforeseen conditions
5. Any change from the above specifications involving extra costs will be executed only on written orders, and will become an extra charge over and above the contract amount.
6. In the absence of alternate arrangements, disposal of disabled materials is the responsibility of the Customer.
7. This contract is subject to Utility company approval of any Utility program incentives incorporated herein. All applicable Utility program incentives shall be assigned to RISE ENGINEERING.
8. Pricing is valid for 30 days from above date.

Acceptance of Contract – The above prices, Specifications and conditions are satisfactory and are the work as specified. Payments will be hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

DATE OF ACCEPTANCE \_\_\_\_\_

SIGNATURE \_\_\_\_\_



## CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ September \_\_\_\_\_ in the year Two Thousand and \_\_\_\_\_ nineteen \_\_\_\_\_, between \_\_\_\_\_ Rise Engineering \_\_\_\_\_, with a usual place of business at \_\_\_\_\_ 1341 Elmwood Ave, Cranston, RI 02910 \_\_\_\_\_, hereinafter called the CONTRACTOR, and the Town of Harwich, acting by its Board of Selectmen, with a usual place of business at 732 Street, Harwich, MA, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the \_\_\_\_\_ Harwich Brooks Library Boiler Replacement \_\_\_\_\_ Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \_\_\_\_\_ Eighty Thousand Eight Hundred Dollars \_\_\_\_\_.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before \_\_\_\_\_ November 15 2019 \_\_\_\_\_.

- A. **Definition of Term:** The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. **Time as Essential Condition:** It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the

completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. **Progress and Completion:** Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. **Liquidated Damages:** It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be 1% of the project per day.

#### 4. Performance of the Work

- A. **Direction of the Work:** The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. **Responsibility for the Work:** (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.  
  
(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. **Permits and Fees:** Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the

Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:
- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such



endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There is not a project architect-engineer for this project who is. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
  1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
  2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
  3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.

- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
  2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
  - (b) An agreed lump sum.

- (c) The actual cost of:
  - (1) Labor.
  - (2) Materials entering permanently into the work.
  - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
  - (4) Power and consumable supplies for the operation of power equipment.
  - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §390 in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

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

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

~~Invitation to Bid~~  
~~Instructions to Bidders~~  
This Contract Form  
~~Bid Form~~  
~~Performance Bond~~

~~Labor & Materials Payment Bond~~  
~~Non-Collusion Certificate~~  
Tax Compliance Certificate  
~~Clerk's Certificate of Corporate Vote~~  
Certificate of Insurance  
~~General Conditions~~  
~~Supplementary General Conditions~~  
General Requirements  
~~Specifications and Addenda~~  
~~Contract Drawings~~  
Schedule of Prevailing Wages  
(Strike out any inapplicable item)

12. Terms Required By Law

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

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- 14.1.1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- 14.1.2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 14.1.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 14.1.4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

- 14.1.5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- 14.1.6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 14.1.7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified herein.

- 14.2.1 General Liability of at least \$1,000,000 Occurrence/\$2,000,000 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.
- 14.2.2 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".
- 14.2.3 Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000.
- 14.2.4 Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 14.2.5 Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 14.2.6 Umbrella Liability of at least \$10,000,000/occurrence, \$10,000,000/aggregate. The Municipality should be named as an "Additional Insured".
- 14.2.7 Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$2,000,000/occurrence, \$5,000,000 aggregate.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

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

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. **Royalties and Patents:** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. **Assignment:** The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Remainder of page intentionally blank.]



AGREED:

**TOWN OF HARWICH, MASSACHUSETTS**  
(Owner)

By its Board of Selectmen over \$25,000

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: RISE Engineering

By M. S. Tetreault

MICHAEL S TETREAULT  
(Name)

CONTROLLER  
(Title)

1341 Elmwood Ave  
(Address)

Cranston, RI 02910  
(City and State)

By its Town Administrator under \$25,000

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In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

By \_\_\_\_\_  
(Owner's Accountant)

\_\_\_\_\_  
(Name)

By Town Administrator and Chief Procurement Officer

\_\_\_\_\_

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

I, \_\_\_\_\_, hereby certify that I am the duly qualified  
(Secretary of the Corporation)

and acting Secretary of \_\_\_\_\_ and I further certify that a meeting of the  
(Name of Corporation)  
Directors of said Company, duly called and held on \_\_\_\_\_, at which  
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: \_\_\_\_\_  
(Secretary of Corporation)

A True Copy:

Attest: \_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_  
(Date)

**CERTIFICATIONS REQUIRED BY LAW  
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

**TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named 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.

**NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

**PUBLIC CONTRACTOR DEBARMENT**

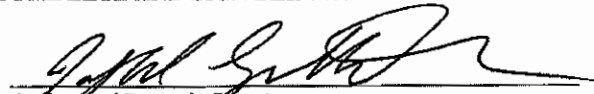
The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

**OSHA TRAINING**

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

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

**COMPLETE AND SIGN BELOW:**

  
Authorized Person's Signature

9-9-2019  
Date

JEAN-PAUL VANDEPUTTE, DIRECTOR OF ENGINEERING  
Print Name & Title of Signatory

RISE ENGINEERING, a division of Thielsch Engineering, Inc.  
Name of Contractor



September 11, 2019

To: Christopher Clark, Town Administrator  
Board of Selectmen  
Cc: Planning Board  
From: Charleen Greenhalgh, Town Planner  
Re: District of Critical Planning Concern (DCPC) Nomination for West Harwich

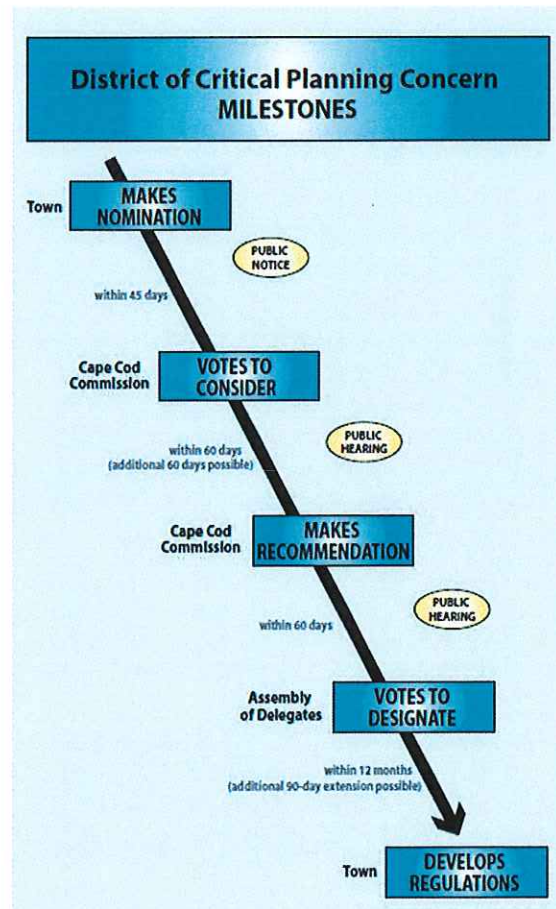
Enclosed please find a draft copy of a DCPC nomination form for the Route 28 corridor in West Harwich, from the Dennis Port/Harwich Town line to the western edge of Herring River.

At the August 12, 2019 Board of Selectmen meeting, the Board voted to refer the nomination of the area to the Planning Board for its recommendation. The Planning Board at the August 27, 2019 meeting had a presentation from Sarah Korjeff, Planner and Historic Preservation Specialist with the Cape Cod Commission, who provided the Planning Board with an overview of what a DCPC is, how it can work, the process, etc. To the right is the process timeline for a DCPC nomination.

At the Planning Board meeting held on September 10, 2019, the Planning Board reviewed a draft nomination application prepared by Charleen Greenhalgh, Town Planner. The document was discussed at length, with Ms. Korjeff present to respond to any procedural questions.

Input was also received by several residents in attendance who spoke favorably to the nomination.

After a lengthy discussion by the Board, and after reviewing correspondence reviewed by a Board Member not in attendance, the Planning Board voted five (5) in favor (Ms. Maslowski, Mr. Stoltz, Mr. Peterson, Mr. Harris and Dr. Berry) and one (1) opposed (Mr. McParland) to recommend and send the DCPC nomination for the West Harwich Corridor to the Board of Selectmen for consideration; this done in response to the Selectmen's directive of August 27<sup>th</sup>.



**RECOMMENDED MOTION:** To approve and forward the DCPC nomination form for the Route 28 corridor in West Harwich, from the Dennis Port/Harwich Town line to the western edge of Herring River to the Cape Cod Commission for their consideration and to have the Town Administrator prepare the necessary cover letter and to have Charleen Greenhalgh, Town Planner serve as the primary contact.



## Cape Cod Commission

# DISTRICT OF CRITICAL PLANNING CONCERN NOMINATION FORM

**IMPORTANT NOTE:** Nominating parties must call the Cape Cod Commission office to schedule a pre-application conference with Cape Cod Commission staff before submitting a District of Critical Planning Concern (DCPC) nomination form.

The Cape Cod Commission reserves the right to request additional information from the applicant pertaining to a proposed DCPC designation at any time, or alternately, to determine whether the materials or information requested in this form are applicable to and required for any particular proposed nomination. The Cape Cod Commission reserves the right to reject applications deemed incomplete without prejudice.

Directions:

1. Please answer all questions as completely and concisely as possible. Attach additional sheets as necessary.
2. The following attachments (as applicable) must be submitted to the Cape Cod Commission office with this application form. Each item will be discussed with Commission staff at the pre-application conference:

- (a) A locus map consisting of one original section of the most recent U.S.G.S. 1:25,000-scale topographic map(s) containing the proposed district with proposed boundaries clearly shown.
- (b) Copies of all town assessors maps/sheets showing property within the proposed district.
- (c) Copies of all town zoning maps showing property within the proposed district. - ATTACHED
- (d) Copies of all current municipal bylaws and regulations applicable within the proposed district.
- (e) Provide documentation of community concern about the area (e.g., letters, newspaper articles, minutes of meetings, board resolutions).
- (f) If the nomination concerns land located in more than one town, have you consulted with appropriate municipal agencies in those towns before this application? Have you notified the board(s) of selectmen before submitting this application? If so, please attach a copy of such notification or correspondence.
- (g) Provide studies or reports addressing the need for this district.

**Municipal Agencies only:**

- (h) Attach selectmens' comments on the proposed nomination if the nomination is being made by a planning board, board of health, historic commission, or conservation commission.

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## District of Critical Planning Concern Nomination Form

### General Information

1. Nominating entity: Town of Harwich  
Name/Organization

Contact Person Charleen Greenhalgh, Town Planner

Address Harwich Town Hall, 732 Main Street  
Harwich, MA 02645

Telephone 508-430-7511

2. Describe the location of the proposed district, including the affected town(s) and references to any distinguishing landmarks such as structures and roads that may act as boundary limits to the proposed district. If appropriate, give measurements in feet. The boundaries should be delineated as accurately as possible, both on the attached maps and in the narrative below.

There is an existing Commercial Highway 1 (CH-1) zoning district along Route 28 from the Dennisport/Harwich town line (Division Street) to just west of the Herring River. It has a depth of 200 feet from either side of Route 28.

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3. Does the proposed district include land located in more than one town? If yes, please indicate if this application relates to another application for the same district or purpose. (Applicants are encouraged to file joint applications for nominations that include more than one town.)

No, the area is entirely within the Town of Harwich

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4. Approximate area of the proposed district:

~32 # acres total

# acres in each affected town:

Town	Acres
_____	_____
_____	_____
_____	_____

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5. Identify existing local regulations that relate to the purposes of the proposed district [include zoning and general bylaws, overlay districts (e.g., water resource protection districts), health regulations, and local historic districts]. Cite the pertinent sections of those regulations or bylaws and attach a copy of each.

<u>Law/Regulation/District</u>	<u>Applicable Section #</u>
See Attached	

6. Are any local subdivision or development permits pending in this area?

<u>Name of Project/Owner</u>	<u>Location</u>	<u>Permitting Agency (e.g., Planning Bd., ZBA)</u>
See Attached		

7. Are you aware of any local organizations that have jurisdiction over property within the proposed district (e.g., private conservation trusts)? If yes, please describe.

- Chase Library Association
- First Baptist Church
- Habitat for Humanity

8. Are you aware of any state, federal, or county landholdings within the proposed district? If yes, please describe.

- MassDOT - Route 28 State Highway Right-of-Way

9. Are you aware of any technical studies or management plans proposed, ongoing, or completed relating to the proposed district? If yes, please cite.

- Please see attached.



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## Purpose of Proposed Nomination

### Criteria:

The Cape Cod Commission Act provides for designation of certain areas that must be preserved and maintained due to one or more of the following factors:

- C1. the presence of significant natural, coastal, scientific, cultural, architectural, archaeological, historic, economic, or recreational resources or values of regional, statewide, or national significance; or
- C2. the presence of substantial areas of sensitive ecological conditions that render the area unsuitable for development; or
- C3. the presence or proposed establishment of a major capital public facility or area of public investment.

10. Indicate the type of district(s) that is (are) proposed. The Commission has identified certain types of districts that may be nominated as DCPCs; types of districts not listed may also be nominated. For a description of each type of district listed, see Appendix A. Check all that apply:  Water Resource District

- Aquaculture Resource District
- Agricultural Resource District
- Wildlife, Natural, Scientific, or Ecological Resource District
- Cultural, Historic, Architectural, or Archaeological Resource District
- Economic or Development Resource District
- Affordable Housing Resource District
- Major Public Investment District
- Hazard District
- Waterfront Management/Watersheet Zoning District
- Downtown Commercial Revitalization District
- Transportation Management District
- Other

11. Explain why you think this area warrants designation. (A district may be nominated for more than one reason.) Reference the criteria (C1, C2, or C3) listed above. Include supporting facts and figures when available.

Please see attached.

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12. Describe what would be gained through additional planning or regulatory control of this area, including establishment of new regulatory controls to address any problems associated with inappropriate development of the area.

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Please see attached.

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13. What classes or types of proposed development should be allowed to continue during the consideration of the nomination for designation by ordinance?

Please see attached.

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14. If new development control regulations will be sought, what type(s) of uses and/or development would be appropriate or inappropriate within the proposed district?

Please see attached.

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15. What regulatory controls should be instituted in the proposed district to protect the values and purposes for which the district is being nominated (e.g., local zoning and general bylaws, regulations, local overlay districts)?

Please see attached.

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16. What other types of initiatives may be needed to implement the objectives of the proposed district (e.g. planning, grants, design guidelines, studies)?

Please see attached.

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17. Please list all supporting documentation submitted with this application that is not already listed on the cover sheet:

Please see attached.

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If you have questions or require further information, please contact the Chief Planner or Deputy Director at the Cape Cod Commission, 3225 Main Street, P.O. Box 226, Barnstable, MA 02630; phone 508-362-3828.

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Print Name of Preparer

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Signature of Preparer

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Date

*NOTE: Please see Appendix A (attached), the "DCPC Guidance Document for the Nomination and Designation of Districts of Critical Planning Concern," and the "DCPC Review Process" flow chart for further guidance in completing this nomination form.*

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## **APPENDIX A: Suggested Criteria for Districts of Critical Planning Concern**

The types of districts that may be proposed as districts of critical planning concern include, but are not limited to, the districts listed below or a combination thereof. The districts listed below are intended to provide guidance for district nominations only and are in no way intended to limit the type or scope of district nominations.

### **1. Water Resource District**

The district is important to the protection of an aquifer, watershed, aquifer recharge zone, or surface water body with the following considerations:

- (i) Without special regulations in the district, development or waste disposal could endanger the quality or quantity of the water.
- (ii) Studies or expert advice indicate that the designation and regulation of the district could be effective in protecting the quality or quantity of water.

### **2. Aquaculture Resource District**

The water body in the district is particularly suited for production of shell- or fin-fish and can be made productive through good management and improvements.

### **3. Agricultural Resource District**

The district includes areas particularly suited now and in the future for sustaining or augmenting the food supply or other agriculture of Cape Cod. The district must have one or more of the following characteristics:

- (i) The district is generally being farmed or it is practical to convert it to agricultural uses.
- (ii) Land ownerships within the district are generally of adequate size to support agricultural uses.
- (iii) Soil, climate, and topography are well suited for agriculture.

### **4. Wildlife, Natural, Scientific, or Ecological Resource District**

The district contains an important and identifiable wildlife, natural, scientific or ecological resource. This would include but not be limited to plant, animal, and marine life and their habitats, as well as unusual geological features.

### **5. Cultural, Historic, Architectural or Archaeological Resource District**

The district contains a place, landscape, way, or view that is in some special way expressive of the character of Cape Cod, traditions of Cape Cod residents, and of special interest to Cape Cod visitors and residents. The district also must be:

- (i) of exceptional symbolic or recreational importance and is either visible or accessible to them or can reasonably be made so; or
- (ii) rare, unique, or makes an unusual contribution to the diversity of the Cape Cod character; or
- (iii) irreplaceable, or replaceable only with extraordinary effort or expense.

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Subject to the above general tests, designations may be considered for areas that are important for their connection with the aesthetic value or the history of the region—including its geological history or the history of its Indian settlement—or that symbolize and support traditional activities and ways of life of Cape Cod, or that give us a particular understanding of Cape Cod. These include places that present opportunities to enjoy hunting, fishing, and wildlife.

#### **6. Economic or Development Resource District**

The district will include areas that have special potential for economic development, providing employment or housing for Cape Cod residents or for accepting necessary development that might be detrimental or inappropriate in other locations. The district must also:

- (i) require special regulations to create, preserve, or enhance that potential; and
- (ii) be better suited or more readily available for development than other areas of Cape Cod, considering topography, utilities, costs, and environmental and social impact.

#### **7. Major Public Investment District**

The district will include areas that have a significant impact on an existing or possible future major public investment or areas that are significantly affected by such an investment. In addition, the district must qualify as follows:

- (i) The district pertains to a major public investment and may include, but is not limited to, airports, roads and ways, schools, parks, beaches, preserves, public utilities and medical facilities owned or operated by a federal, state, county, or municipal agency; and
- (ii) The intended use or operation of the public investment or the health, safety, and welfare of the public could be impaired by inappropriate development in the district.

#### **8. Hazard District**

It is an area that possesses hazards due to natural or man-made conditions including but not limited to marginal soil or topographic conditions that render it unsuitable for intense development, flooding, waste treatment, groundwater, erosion, construction problems, salt water intrusion, and pollution.

#### **9. Waterfront Management/Watersheet Zoning District**

These districts identify appropriate uses of harbor and waterfront resources including but not limited to promotion of conservation, maritime and fishing industry uses, and recreational uses of the shoreline and adjacent waters.

#### **10. Downtown Commercial Revitalization District**

This district promotes development in downtown areas by accepting necessary development and reducing sprawl.

#### **11. Transportation Management District**

This district regulates development in order to facilitate public and marine transportation and/or traffic flow and safety between and within Cape Cod towns and to and from Barnstable County. Scenic views and recreational areas are maintained.

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## **12. Affordable Housing Resource District**

The district includes the presence or proposed establishment of a major capital public facility or area of public investment suited now and in the future for provision of decent, affordable housing of all types for low and moderate income Cape Cod residents. The district must also:

- (i) maintain the affordability of existing and new affordable housing; and
- (ii) designate areas for higher-density housing; and
- (iii) include incentives for towns to donate land for affordable housing; and
- (iv) be better suited for development than other areas of Cape Cod considering topography, proximity to social services and commercial centers, utilities, costs, and environmental impact; and
- (v) promote social diversity.

5. *Identify existing local regulations that relate to the purposes of the proposed district [include zoning and general bylaws, overlay districts (e.g., water resource protection districts), health regulations, and local historic districts]. Cite the pertinent sections of those regulations or bylaws and attach a copy of each.*

<u>Law/Regulation/District</u>	<u>Applicable Section #</u>
<b>Code of the Town of Harwich</b>	
§325 - Zoning Bylaw:	
§325-2	Word Usage and Definitions
§325-3	Division of Town into Districts
§325-5.B & C	Determining district boundaries
§325-7.C & D	Application
§325-13 & Table 1	Table of Use Regulations
§325-16	Table of Area and Height and Bulk Regulations
§325-18	Additional Regulations
§325-21	Table 2, Area Requirements
§325-22	Table 3, Height and Bulk Requirements
§325-23 – 55	Sign Regulations
§325-36	Regulations for Home Occupation
§325-37 – 44	Off-Street Parking and Loading Requirements
§325-51.H	Single Family Dwelling with Accessory Apartment
§325-51.M	Mixed Use Development
§325-51.N	Two-Family Dwelling
§325-54.A.7	Alteration or Extension of Other Structures
§325-54.B	Nonconforming Uses
§325-55	Site Plan Approval
§325-75 – 82	Adult Entertainment
§325-104 – 108	Floodplain Regulations
§325-126 – 133	Outdoor Lighting

§400 - Subdivision of Land and Site Plan Special Permits

**General Bylaws**

Chapter 131	Historic Preservation, Article II Historically Significant Buildings
Chapter 310	Wetlands Protection

6. *Are any local subdivision or development permits pending in this area?*

Name of Project/Owner - Location Permitting - Agency (e.g., Planning Bd., ZBA)  
 Habitat for Humanity – 93 & 97 Route 28 - ZBA: Comprehensive Permit Issued  
 - Building: Awaiting Building Permits

Sunrise Nominee R.T. - 48 & 52 Route 28 - Planning Board: ANR Action required by September 16, 2019



52 Route 28

- 52 Route 28

- Historic District Historic Commission:  
Demolition Delay issued for 12 Month  
on September 19, 2018

9. *Are you aware of any technical studies or management plans proposed, ongoing, or completed relating to the proposed district? If yes, please cite.*

In 2016 a group in West Harwich prepared a study that was sent to the Massachusetts Historical Commission to begin the process for designation as a National Historic Registered District. Based upon the submission and a site visit conducted on March 3, 2016 MHC opined that this section of Route 28 between the Herring River west to the Chase Library area meets the criteria for listing in the National Register, fulfilling Criteria A and C for its historic and architectural significance.

As part of their efforts, the group created a You Tube Video:

[https://www.youtube.com/watch?v=RGA6EiTd8MQ&feature=em-share\\_video\\_user](https://www.youtube.com/watch?v=RGA6EiTd8MQ&feature=em-share_video_user)

The 2011 Local Comprehensive Plan and the 2015 Community Development Strategy for the Town of Harwich, also identify this area for protection.

Additionally, there have been presentations at Historical Society event on the history of “The Captains of Captains’ Row”, most recently from this past July

<https://www.youtube.com/watch?v=r8JsrX7O7IA>

11. *Explain why you think this area warrants designation. (A district may be nominated for more than one reason.) Reference the criteria (C1, C2, or C3) listed above. Include supporting facts and figures when available.*

Criteria C.1 state that *the presence of significant natural, coastal, scientific, cultural, architectural, archaeological, historic, economic, or recreational resources or values of regional, statewide, or national significance warrants designation of an area as a DCPC.* The proposed district is the entrance to the Town of Harwich along the southerly Route 28 corridor. This area is known as “Captain’s Row”, due to the number of old captain’s homes located from the Dennis Port/Harwich Town line west to the Herring River. There are four (4) distinct criteria that this area meets and are as follows:

- a. **Community Design:** The area, Herring River west to the Chase Library, has been identified by the staff at the Massachusetts Historical Commission as meeting the criteria for listing in the National Register for its historic and architectural significance (letter dated March 24, 2016 from Philip Bergen, Preservation Planner.) A recent proposal that was before the Planning Board (and withdrawn without prejudice) raised numerous concerns about the unique character of the region’s built environment, particularly how it fit in with the promotion of the

context-sensitive building and site design and adverse visual impacts to scenic resources.

Additionally, a portion of the westerly end of the corridor is located within the FEMA Flood Zone Elevation 11. There are approximately 12 properties with the flood zone. Special consideration may be needed to ensure the structures are improved to provide for future uses of the structures (i.e. elevation of the buildings.)

- b. Cultural Heritage: The area, Herring River west to the Chase Library, has been identified by the staff at the Massachusetts Historical Commission as meeting the criteria for listing in the National Register for its historic and architectural significance (letter dated March 24, 2016 from Philip Bergen, Preservation Planner.) A recent proposal that was before the Planning Board (and withdrawn without prejudice) raised numerous concerns about the protection and preservation of significant cultural and historic values and resources, particularly the protection of layouts, scale, massing and character defining features of historic resources, including traditional development patterns of the village and neighborhood.
- c. Transportation: Route 28 serves as a transportation connection between Harwich and Dennis and towns beyond (Orleans to Falmouth). A recent proposal that was before the Planning Board (and withdrawn without prejudice) raised concerns about safety and traffic impacts on Route 28 and the surrounding neighborhood roads. This area is currently on the Transportation Improvement Program (“TIP”) for road and sidewalk improvements; while keeping the cultural and historical significant of the area.
- d. Economy: The Planning Board believes additional retail of the size recent proposal that was before the Planning Board (and withdrawn without prejudice) raised could have regional economic effects given the uses and development in the greater West Harwich/ Dennis Port area, especially in terms of the Goal citing to the promotion of a broad range of businesses in the region. Further, the Planning Board has not been able to begin to analyze the potential regional economic issues involved given the review constraints under the zoning by-law, and is not even able, given the zoning constraints, to confirm, who or what the exact retail business proposed is.

*12. Describe what would be gained through additional planning or regulatory control of this area, including establishment of new regulatory controls to address any problems associated with inappropriate development of the area.*

As previously mentioned there was a recent proposal before the Planning Board for an approximately 7,500 s.f. retail building and 30 parking spaces (with a requested waiver of an additional 10 spaces). The project would have resulted in the potential demolition of an old captain’s home at 52 Route 28, which had received previous demolition delay

approval from the Historic District Historical Commission. This potential development could have changed the landscape, historic and cultural design and feel of this area.

The earlier work completed as part of the pre-approval from the Massachusetts Historical Commission was a precursor of potential protections for the integrity of this area. Since that earlier nomination the Town has had three different Town Planners, making continuity difficult. The current Town Planner has had several conversations with interested parties and property owners in the corridor about creating an overlay district; however the timing has been off related to Town Meetings and staffing needs. Preliminary inventories have been completed to identify each property, the lot area, the use, the building setback, the age of the structure(s), flood plain applicability, etc.

The DCPC process will provide the opportunity to look comprehensively at the development potential of the proposed district under existing zoning and to provide more effective regulations and guidance to property owners and developers. Designation of the area as a DCPC will also provide the opportunity to incentivize appropriate development while also ensuring appropriate layout, design and scale for desirable uses. This is an important aspect in gaining a balance between protecting community character (cultural heritage and community design) and addressing realistic commercial/economic needs of the community. Specifically, the town is interested in the development of the following:

- Architectural and site design guidelines that reflect traditional Cape Cod development patterns to protect community character including the scale and form of development;
- Improvements to existing Multi-family use bylaws;
- Improvements to existing mixed-use bylaws;
- Regulations that support locally owned, small-scale businesses as well as compatible public/private uses associated with “Blue Economy”;
- Curb Cut/ Traffic Management Policy/Guidelines;
- Improvements to existing historic bylaws;
- Re-establishment of a West Harwich village center;
- Improvements to the existing sign code;
- Improvements to the existing lighting code;
- 

The 2011 Harwich Comprehensive Plan supports several objectives of the proposed DCPC. The Comprehensive Plan includes the following action items:

- 5.10 Explore the viability of village centers along Route 28 outside of Harwich Port.
  - ACTION 5.10.1 Review potential boundaries of village districts in West Harwich, South Harwich and Saquatucket Harbor in connection with existing development patterns, economic development opportunities, and wastewater treatment costs. Include results in preparation of the Regional Vision Map for Harwich.

- Maintain transportation infrastructure and provide improvements as needed for a variety of transportation modes.
  - Harwich has two interchanges on Route 6, Cape Cod’s major east-west highway – Exit 10 leading to Harwich Center and Pleasant Bay and Exit 11 leading to East Harwich. Route 28, another heavily traveled east-west corridor serves businesses and other local uses in West Harwich, Harwich Port and South Harwich. Other major connecting highways in Harwich are Routes 124, 137 and 39.

The DCPC process will allow the Town the opportunity to foster community support and stakeholder “buy-in” and to explore past recommendations and new ideas, in order to achieve a cohesive vision for the community without the pressure of imminent development. Throughout the DCPC process, public hearings will provide elected officials important opportunities to get feedback on the needs of the community and how those needs may be addressed through zoning and general bylaws to foster desirable uses.

**13. *What classes or types of proposed development should be allowed to continue during the consideration of the nomination for designation by ordinance?***

1. Normal and customary repair or maintenance to single-family or any other residential use.
2. Normal and customary repair or maintenance to duly permitted accessory structures such as sheds, garages or accessory residential structures.
3. Normal and customary repair or maintenance to non-residential structures and uses.
4. The change, alteration or expansion of use of any commercial, retail or mixed use structure where such change, alteration or expansion is limited to the interior of the structure and will not increase or intensify the use of the structure and will not result in any change to the building footprint or any other exterior component that would require Site Plan Review pursuant to §325-55 of the Code of Harwich Zoning Bylaws.
5. Normal and customary repair or maintenance to on-site septic systems. Such repairs or maintenance shall not increase the number of bedrooms or wastewater disposal capacity or result in an increase in impervious area.
6. Normal and customary repair or maintenance to duly permitted signs.
7. Installation of new signs provided they conform to the Harwich sign codes.
8. Any development or redevelopment where all necessary permits have been issued before \_\_\_\_\_, 2019.
9. Any comprehensive permits issued, which are still valid.
10. Connection to public water supply systems.
11. Municipal or State projects.
12. Any development that constitutes emergency work as defined by Section 24 of the Cape Cod Commission Act (“Act”). The proponent of any emergency work must notify the Commission immediately upon applying to a municipal agency or official for an application to conduct such emergency work. Emergency work

shall be permitted and proceed only in accordance with the standards and procedures set forth in Section 24 of the Act.

14. *If new development control regulations will be sought, what type(s) of uses and/or development would be appropriate or inappropriate within the proposed district?*

**Appropriate:**

1. Single, two and multi-family residential development on appropriate parcels
2. Bed and Breakfast
3. Home Occupation
4. Single family dwelling an accessory apartment
5. Mixed-Use commercial/residential developments
6. Church or other religious use
7. Retail sale uses developed within certain size thresholds (TBD) that utilized best practices for site, scale and architectural design (TBD) and that preserves the cultural heritage and community design character of the area
8. Compatible uses associated with “Blue Economy”
9. Restaurant
10. Non-profit Library, Museum or Historical Use
11. Hotel
12. Medical
13. Motel
14. Hotel, Motel – Incidental Use

**Inappropriate:**

1. Animal Hospital
2. Adult Entertainment
3. Car Wash
4. Commercial Parking Lot (or as a Special Permit Use)
5. Dry-Cleaning Establishment
6. Marine Use
7. Motion Picture Establishment, Indoor
8. Outdoor Display for Retail Sales
9. Photographic Developing Lab
10. Recreation and Amusement Services
11. Repair Service, Misc.
12. Vending Machines, Principal Use
13. X-Ray

15. *What regulatory controls should be instituted in the proposed district to protect the values and purposes for which the district is being nominated (e.g., local zoning and general bylaws, regulations, local overlay districts)?*

Existing zoning bylaws for this portion of the C-H-1 zoning district along Route 28 should be amended to better incentivize mixed use development and promote designs consistent with existing architecture within the district and provides for safe curb cuts and

access, improve and encourage ADA compliant pedestrian and bicycle activity. Architectural and site design guidelines for building siting and scale to enhance and improve project developments and to streamline regulatory processes. As with the Harwich Center and Harwich Port Overlay Districts, dimensional flexibility should be incorporated; however higher design standards should be exchange for the flexibility.

16. *What other types of initiatives may be needed to implement the objectives of the proposed district (e.g. planning, grants, design guidelines, studies)?*

Develop Architectural and Site Guidelines

17. *Please list all supporting documentation submitted with this application that is not already listed on the cover sheet:*

- A. There are two Facebook Sites dedicated to the West Harwich Area:

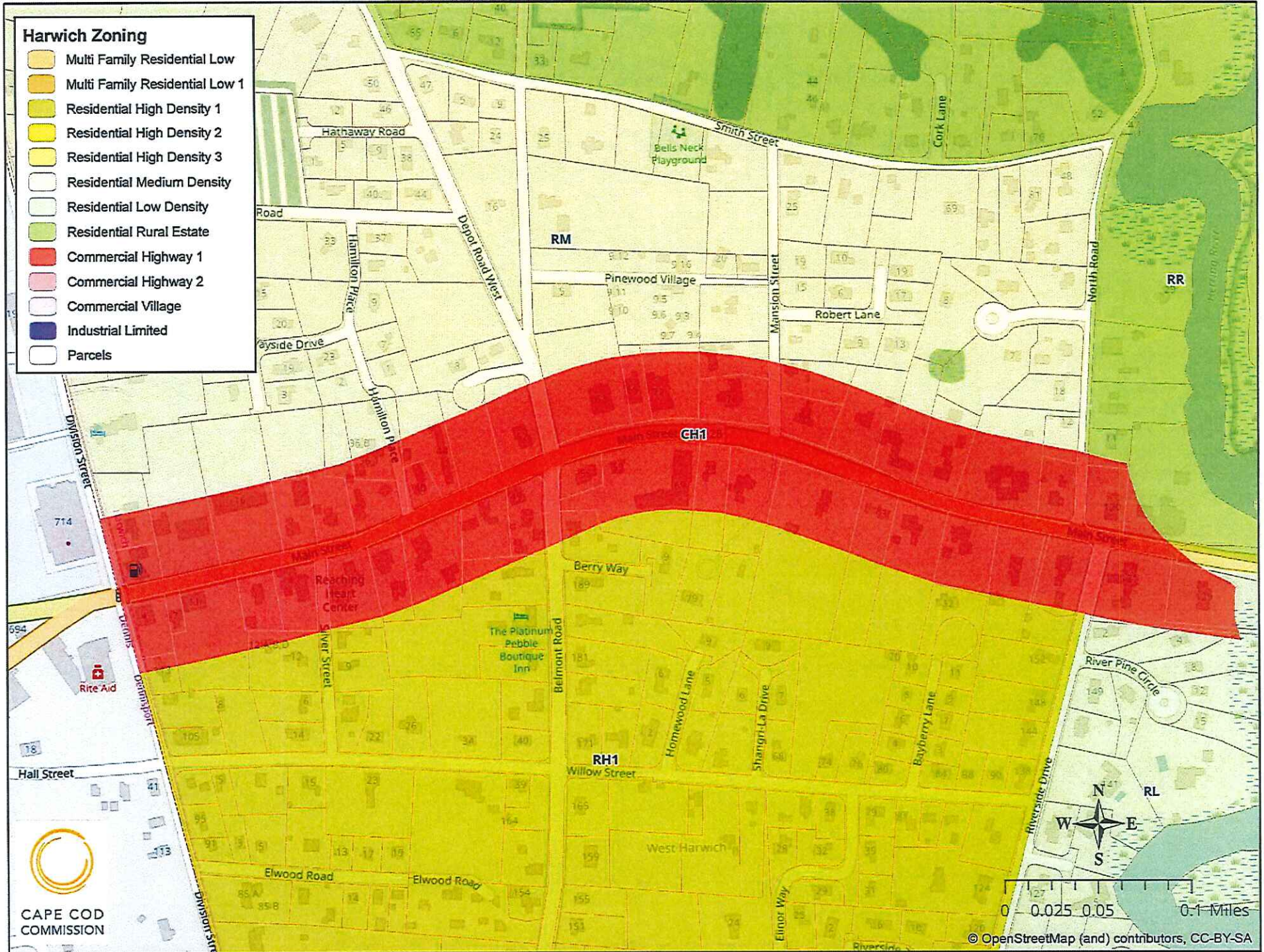
<https://www.facebook.com/Captains-Row-858867524162921/>

<https://www.facebook.com/Historic-West-Harwich-731836086928400/>

- B. Copy of Massachusetts Cultural Resource Information System – MACRIS Spreadsheet for West Harwich Properties within this area.
- C. Copy of MACRIS Map of the area.
- D. Copy of the Application to Massachusetts Historic Commission for Captains’ Row.

### Harwich Zoning

-  Multi Family Residential Low
-  Multi Family Residential Low 1
-  Residential High Density 1
-  Residential High Density 2
-  Residential High Density 3
-  Residential Medium Density
-  Residential Low Density
-  Residential Rural Estate
-  Commercial Highway 1
-  Commercial Highway 2
-  Commercial Village
-  Industrial Limited
-  Parcels



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Hand Delivered

September 16, 2019

Kristy Senatori  
Executive Director  
Cape Cod Commission  
P.O. Box 226  
Barnstable, MA 02530

RE: West Harwich District of Critical Planning Concern (DCPC) Nomination Application

Dear Ms. Senatori:

On behalf of the Harwich Board of Selectmen, I am pleased to submit the DCPC nomination application and supporting documents for consideration by the Cape Cod Commission.

The decision to nominate the West Harwich Route 28 area as a DCPC was supported *unanimously* by the Harwich Board of Selectmen after support and recommendation by the majority of the Harwich Planning Board. The Selectmen believe that establishing a DCPC will provide the framework around which the community can plan comprehensively to address the land challenges facing the West Harwich corridor.

Attached, please find the completed DCPC Nomination Application along with the requisite supporting materials, including an electronic copy.

If you have any questions or require additional information, please do not hesitate to contact Charleen Greenhalgh, Town Planner at 508-430-7511 or [cgreenhalgh@town.harwich.ma.us](mailto:cgreenhalgh@town.harwich.ma.us).

We look forward to working with the Commission on this important initiative.

Respectfully,

Christopher Clark  
Town Administrator

Enc.

cc: Jonathon Idman, Chief Regulatory Officer, CCC (application only)  
Sarah Korjeff, Planner and Historic Preservation Specialist (application only)



## Patti Macura

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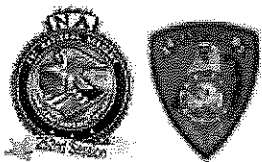
**From:** Chief David J. Guillemette  
**Sent:** Wednesday, August 28, 2019 10:20 AM  
**To:** Christopher Clark  
**Cc:** Patti Macura  
**Subject:** Additional noise violations  
**Attachments:** Ember July 28 and 31 2019.pdf

Chris and Patti,

Please see attached documentation on two additional noise violations that occurred at Ember in July. Please place on the agenda for the board to act on accordingly.

Thanks,

David J. Guillemette  
Chief of Police



Harwich Police Department  
183 Sisson Road  
Harwich, MA 02645

Office: 508-430-7541



# HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE  
Chief of Police

KEVIN M. CONSIDINE  
Deputy Chief

## Memorandum

TO: Board of Selectmen

Christopher Clark  
Town Administrator

FROM: David J. Guillemette  
Chief of Police

DATE: August 28, 2019

SUBJECT: Liquor / Entertainment License violation report

In accordance with Town of Harwich Liquor License Regulations section 1.16 I would like to bring to the board's attention two additional entertainment license violations, in the form live or recorded music being played at Ember in a manner that was plainly audible beyond 150 feet. Please note that Ember has already received one written warning for their first violation and currently has three violations documented with a licensing authority hearing pending.

The attached violation reports are for your consideration as to whether to hold a public hearing on the matter. Officers who responded to the complaints and documented their findings will be made available for testimony if a hearing is deemed necessary.

Ref: 19-9483-OF

To: Harwich Police Department Case #19-9483-OF/19-11342  
From: Officer Tyler Vermette  
Date: July 28, 2019  
Subject: Noise complaint at Ember Pizza

- . On Sunday July 28, 2019, at approximately 6:57pm, I was dispatched to Ember Pizza for a complaint of loud music. Ember Pizza is located at 600 Route 28 in Harwich, MA. I was informed that the reporting party was calling from the area of Freeman Street, Harwich.
- . While responding to Freeman Street, I drove past Ember Pizza. I observed that a live band was playing amplified music outside Ember.
- . I parked in the area of Pleasant Street and Freeman Street. I lowered the cruiser's windows and was able to hear the live music from Ember without exiting the vehicle. It should be noted that this area is in excess of 150 feet away from Ember Pizza.
- . I responded to Ember and spoke with the manager, Scott McMahon. I informed Mr. McMahon of the complaint and the distance from which I could hear the music. Without acknowledging the issue, Mr. McMahon walked away and continued delivering a food order.

Respectfully Submitted,

Officer Tyler Vermette  
Harwich Police Department

This report is submitted by Officer Dutra regarding a valid noise complaint against Ember Restaurant on July 31, 2019.

While assigned to the 4-12 shift on July 31, 2019 a noise complaint from 617 Rt 28 came in around 21:38 hrs for loud music coming from Ember. I arrived on scene at approximately 21:44 hrs and parked in front on 617 Rt 28. From that area, beyond the 150 foot mark, I could clearly hear the live music (guitar player and male voice signing a song) coming from Ember. I made contact with the Manager, Scott, and advised him of the complaint. Scott stated he would address the matter immediately.

Important to note the address that came in for the complaint, 617 Rt 28, had been under construction for some time and I wasn't sure if anyone was residing there at the time of the complaint. The case showed the Rp was a resident at Bay View Rd. Unsure if this was a mistake or if the Rp was trying to make it look like another resident was calling to complain about the loud music coming for the Harwichport area.

**AUTO COVERAGE**

**THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY**

**NON-OWNED AUTO LIABILITY EXTENSION**

For valuable consideration, this endorsement is added to Form MAP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIA Property and Casualty Group, Inc. Contract No. HAR00121-02-18	Endorsement Effective on <u>07/01/18</u> (Date)
Named Insured Town of Harwich	at 12:01 A.M. standard time at the Named Insured's Address

\_\_\_\_\_  
Authorized Representative Signature

It is understood and agreed that, for the "autos" described in this endorsement, such changes in coverage as are specified herein are extended to the "additional insured(s)" indicated below. Coverage is afforded to the "additional insured(s)" only for those coverages and Limits selected herein, and subject to the terms of this endorsement.

"Additional Insured(s)": The following person(s) for whom an "X" is shown in the box, while using auto(s) owned by, leased or rented to them:

- Your employees
- Individuals serving as voluntary workers for you
- Others as specified below:

Designation or Description of Covered "Autos":

An "auto" owned by, leased or rented to, an "additional insured", but only while being used by such "additional insured" in the conduct of your business.

Coverage Provided:

\_\_\_\_\_  
Limit of Insurance

Optional Liability Coverage

\$ For any one "accident" the Bodily Injury and Property Damage Liability Combined Single Limit shown in the Declarations shall apply

## SECTION I - COVERED AUTOS

The following is added for the coverage provided under this endorsement:

Covered "auto" means an "auto" owned by, leased or rented to, an "additional insured", including any substitute or replacement "auto", but only while being used by such "additional insured" in the conduct of your business.

## SECTION II - LIABILITY COVERAGES

- A. The COVERAGE AGREEMENT of OPTIONAL LIABILITY COVERAGE is amended as follows with respect to an "additional insured" covered under this endorsement:

We have no duty to defend an "additional insured" against a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against an "additional insured" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "additional insured" against the non-covered claim(s).

### B. WHO IS AN INSURED

WHO IS AN INSURED under OPTIONAL LIABILITY COVERAGE is changed to include as an insured any "additional insured" as defined herein. However, an "additional insured" is an insured only for liability under OPTIONAL LIABILITY COVERAGE. Furthermore, an "additional insured" is an insured only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You,
2. Any of your employees or agents,
3. Such "additional insured".

### C. LIMIT OF INSURANCE

The LIMIT OF INSURANCE under OPTIONAL LIABILITY COVERAGE is amended as follows:

The coverage afforded to an "additional insured" as an insured under this endorsement is subject to a special Limit of Insurance stated on page 1 of this endorsement. It is further understood and agreed that the coverage afforded to an "additional insured" shall be otherwise subject to the terms and provisions of the LIMIT OF INSURANCE CONDITION for OPTIONAL LIABILITY COVERAGE, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and said Condition.

## SECTION VIII - AUTO CONDITIONS

The AUTO GENERAL CONDITIONS are amended as follows:

### A. PAYMENT OF YOUR CONTRIBUTIONS

An "additional insured" is not liable for payment of your contributions.

### B. TERMINATION OF ADDITIONAL INSURED STATUS

The status of an "additional insured" as an insured under this contract shall immediately terminate when:

1. We cancel this endorsement;
2. We cancel this contract; or
3. The "additional insured" no longer serves in the capacity indicated in this endorsement;

whichever occurs first.

It is further understood and agreed that the status of an "additional insured" as an insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

### C. EXCESS INSURANCE

The coverage provided under this endorsement is excess over any other valid and collectible insurance available to an "additional insured".

We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this coverage; and
2. The total of all deductible and self-insured amounts under all that other insurance.

### D. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions contained in Form MAP 001, and those of any other amendatory endorsement thereto, are applicable to the coverage afforded to an "additional insured" under this endorsement.

## SECTION IX - DEFINITIONS

The following definition is added for the coverage provided by this endorsement:

"Additional insured" means any additional insured indicated on page 1 of this endorsement.



September 4, 2019

Certified Mail No. 70191120000051491229  
Return Receipt Requested



Town of Harwich  
Board of Selectmen  
732 Main St  
Harwich, MA 02645

**Subject: Order to Conduct a Dam Safety Phase I Inspection**

**Dam Name: North Harwich Reservoir Dam**  
**Location of Dam: Harwich**  
**National ID No.: MA02423**  
**Hazard Potential: Low Hazard**

Dear Town of Harwich:

As provided for in GL c.253, section 46 and 302 CMR 10.07, all dams classified as "Low Hazard Potential" are required to undergo an inspection every ten (10) years by a professional engineer at the owner's expense. As the owner of a dam classified "Low Hazard Potential" you are subject to this requirement. Our records indicate that the most recent Phase I Inspection Report for this dam was completed on August 25, 2009.

Therefore, the Department of Conservation and Recreation, Office of Dam Safety ("ODS") is issuing the following order:

**Conduct Dam Safety Phase I Inspection**

This order is to notify you that as owner of the above-referenced dam, you are required to complete a Phase I Inspection no later than December 4, 2019. You are hereby **ORDERED** to have the above-referenced dam inspected by a Commonwealth of Massachusetts Registered Professional Engineer and submit a completed inspection report to the ODS at the Department of Conservation and Recreation within 30 days of the date of inspection. The Phase I Inspection Report must be received by ODS no later than January 4, 2020.



Please note that our office has revised the required form and inspection template. Please ensure that when you submit your Phase I Inspection Report that you are using the correct documents. For your use and that of your professional engineer, the revised inspection guidelines and the inspection form required to be completed and filed with the ODS can be found at and downloaded from our website: [www.mass.gov/office-of-dam-safety](http://www.mass.gov/office-of-dam-safety).

If you have an up-to-date Phase I inspection report on file, please forward a copy of the report to the ODS within 21 days of receipt of this order for review.

Failure to comply with these Orders will subject you to fines of up to \$5000.00 per violation, with each day of violation being subject to a \$5000.00 fine.

It is the obligation of the dam owner to contact and notify all applicable local, state and federal permitting agencies prior to conducting any work at a dam including manipulation of water levels. Additionally, any dam owner planning to conduct any material alterations or repairs to a dam it is their obligation to file with the Office of Dam Safety a Chapter 253 Dam Safety Permit Application

Should you have any questions regarding this Order, please feel free to contact the ODS as follows:

- 1 Write to the Department of Conservation and Recreation, Office of Dam Safety, 180 Beaman Street, West Boylston, MA 01583
- 2 Contact the office by email at [dam.safety@mass.gov](mailto:dam.safety@mass.gov) or by telephone at (508) 792-7716 extension 41827.

Sincerely,



William C. Salomaa, Director  
Office of Dam Safety





# **HARWICH**Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE  
Chief of Police

KEVIN M. CONSIDINE  
Deputy Chief

## WEEKLY ACTIVITY REPORT FOR WEEK OF 9/1/19 THROUGH 9/7/19

### PATROL

- 330 Calls and patrol-initiated activity logged
  - 4 Arrests
- 29 Traffic Enforcement Assignments completed
- 32 motor vehicle stops resulting in:
  - 24 Verbal warnings
  - 7 Citation / warnings
  - 1 Investigation
- 5 Motor vehicle accidents investigated
- 9 Noise complaints investigated
  - 5 private
  - 4 Business

### COMMUNITY POLICING / SRO

- School safety presentations officers Clarke and Mitchell
- Park and walk through Harwich Port – Officer Ruggiero

### ADMINISTRATION

- Chief attended anti-terrorism training hosted by anti-defamation league
- New Student Officer Kyle Robbins appointed by the board

# HARWICH HARBORMASTER DEPARTMENT

## August 2019 Monthly Report

### Operations

- Department boats conducted 4 tows of disabled vessels.
- Dewatered a small sailboat that had swamped on its mooring in Wychmere Outer Harbor.
- Conducted Mooring and User Fee compliance checks in Round Cove and Pleasant Bay.
- Investigated a report of an illegally moored/anchored boat in Long Pond. The owner was contacted and he removed his boat.
- Enforcement – Issued the following:
  - Non-criminal HMP violations: 1
  - Issued 25 Parking Tickets

### Administration

- Drafted memo to BOS in response to appeal of the HMP regulations by James Young.
- Went to mooring waitlist for 2020 with open Herring River, Outer Harbor & (2) Round Cove permits.
- Emailed all tenants with USCG Documentation to provide current certificate.
- Emailed mooring permits holders for non-use; enforcement of 30 day mooring use regulation.
- Reached out to boaters with expired registrations.
- Sent out B-Permit application reminders for 2019/2020.
- Processed 82 Transient Slip reservations.

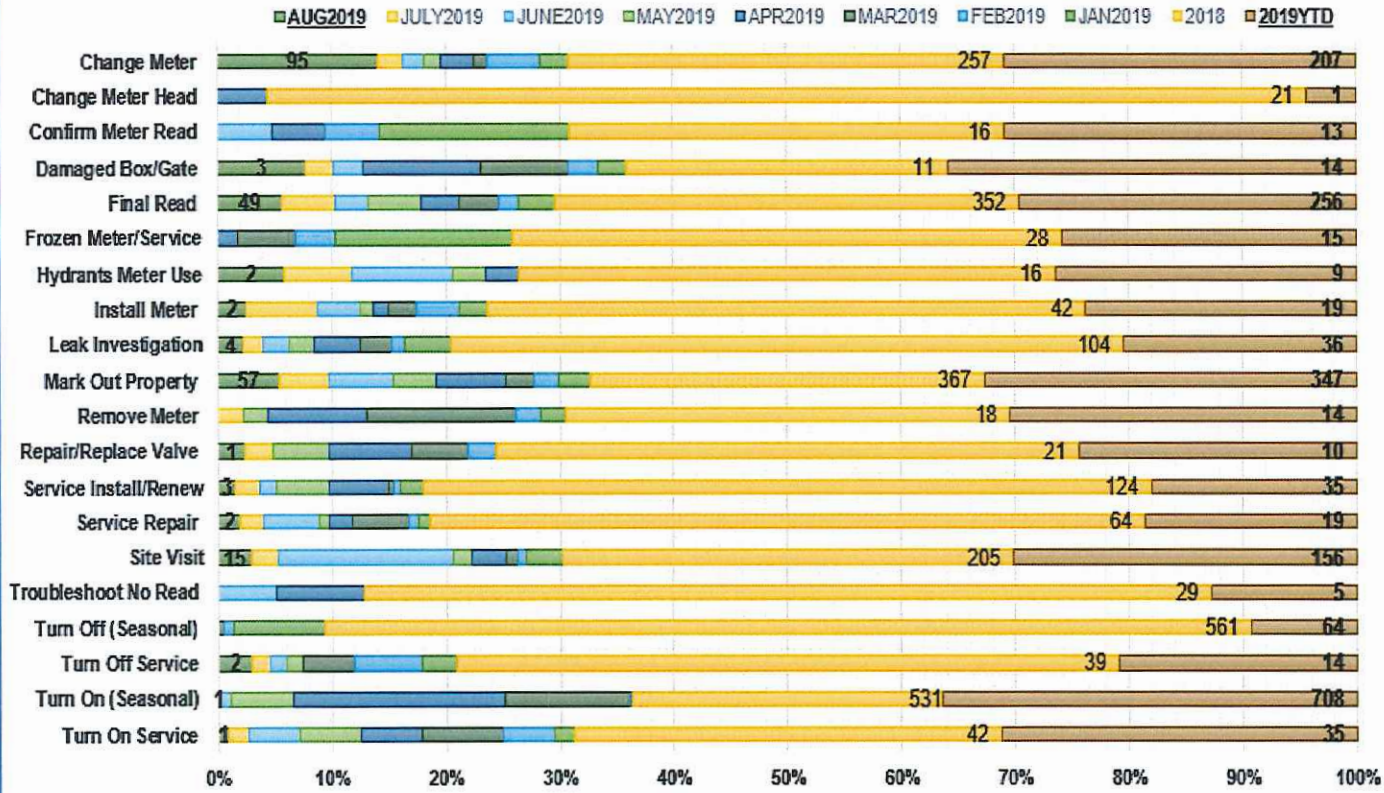
### Maintenance

- Routine building and grounds maintenance.
- Attempted, unsuccessfully, several different methods to clean up trail of oil that had been spilled on the east dock.
- Replaced the tow hitch on Mobile 3.
- Took 77C to Ship Shops for servicing.

### Meetings

- Hosted the Completion Ceremony for the Saquatucket Marina and Landside projects attended by the LT Governor and members of the Seaport Economic Council; provided remarks.
- Gave Department overview at the Non- Resident Taxpayers meeting.
- Attended Pleasant Bay Alliance Coastal work group to present Round Cove replacement project; project needs work group support, as project is within Area of Critical Environmental Concern (ACEC)
- Met with TA to coordinate plans for the SAQ Completion Ceremony.
- Attended post Tornado after action meeting.
- Conducted site visit with Town Engineer and Conservation agent to go over plans for the upgrade of the Wixon Dock landing (Herring River).
- Attended USCG Ceremony at Station Chatham for the posthumous award of the Purple Heart to the family of a local CG crewmember who died on board CGC Tampa during WWI.
- Attended Town employee BBQ.
- WWC meeting (21 Aug)
- BOS Meeting (26 Aug)

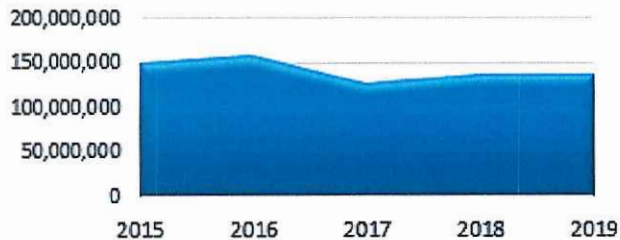
**SERVICE ACTIVITY**



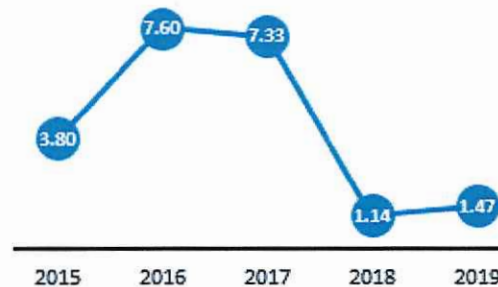
**CALENDAR HIGHLIGHTS**

- Wastewater Customer Appts (7)
- Harwich Chamber Meeting 8/6/19
- Superintendent Vacation 8/12-8/16
- Nat'l Grid Meeting 8/14
- OSHA 10 Training 8/20 & 8/21
- BOWC Meeting 8/22
- Meter Change Program Start 8/1
- Sustainable Plantings Initiative Mtg 8/29
- Wastewater Meeting 8/22
- BOS Meeting 8/26

**PUMPING (in gallons)**



**RAINFALL (inches)**



**WATER SAMPLES TAKEN**

92

**MONTHLY PUMPING CHANGE**

1.21%

**YTD CHANGE**

2018 V 2019

-11.20%