

SELECTMEN'S MEETING AGENDA\*

Executive Session 6:00 P.M.

Regular Meeting 6:30 P.M.

Monday, November 16, 2020

**REMOTE PARTICIPATION ONLY**

**Public can access meeting at Channel 18 (Broadcasting Live)**

**OPEN PUBLIC FORUM – NEW STEPS – PLEASE READ**

1. First, send an email [to comment@town.harwich.ma.us](mailto:to_comment@town.harwich.ma.us) (send emails at any time after the meeting agenda has been officially posted)
    - a. In the subject line enter "request to speak, your name"
    - b. In the body of the email please indicate which specific agenda item you wish to speak on.  
No further detail is necessary.
  2. The meeting will close to new attendees promptly at the scheduled start time for the meeting, generally 6:30pm. It will remain closed to new attendees until agenda items with scheduled speakers are reached. This is to minimize interruptions. You may join prior to (6:30) or when the meeting has been opened up. You may participate using your computer and the GoToMeeting interface or simply using your phone. Connection information can be found below.
  3. After the Chairman has opened the floor to those wishing to speak callers will be taken in the order the emails are received.  
**Use \*6 to mute and unmute your phone**
- When you join the meeting by phone you should turn off Channel 18 or your computer if streaming the meeting.

Board of Selectmen Meeting

Mon, Nov 16, 2020 6:30 PM

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

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United States: +1 (872) 240-3412

**Access Code: 780-649-853**

I. **CALL TO ORDER**

II. **EXECUTIVE SESSION**

- A. Pursuant to M.G.L. c.30A, Sec. 21(a), Purpose 1: To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual
- B. Pursuant to M.G.L., c.30A section 21 (a) paragraph 3 to conduct strategy sessions in executive session for the purpose of discussing strategy concerning a potential agreement with non-union personnel

III. **PLEDGE OF ALLEGIANCE**

IV. **WEEKLY BRIEFING**

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

V. **PUBLIC COMMENTS/ANNOUNCEMENTS**

VI. **CONSENT AGENDA**

- A. Vote to approve the Caleb Chase request in the amount of \$587.93

VII. **NEW BUSINESS**

- A. Discussion and possible vote – Mooring Licensing Agreements
  1. Allen Harbor Marine Services – Allen Harbor Mooring Field
  2. Harwich Port Boat Yard – Wychmere Inner Harbor and Wychmere Outer Harbor
  3. AGL Mooring Service – Round Cove, Pleasant Bay and Herring River
- B. Discussion – Update on disposition of real property – 203 Bank Street and 5 Bells Neck Road
- C. Discussion and possible vote on proposed Administrative Reorganization per Charter, Chapter 4, Section 5, Sub-Section 4-5-1
- D. Discussion and possible vote to prohibit Package Stores under M.G.L. Chapter 138, Section 15 from the sale of nips
- E. Discussion – Draft Budget Instructions from the Interim Town Administrator to Department Heads for Fiscal Year 2022
- F. Discussion and possible vote – Golf Department rate and fee recommendation for the 2021 golf season
- G. Discussion and possible vote – Authorize the Chair to sign a letter of support for the Cape Cod Economic Development Council's Regional Economic Development Organization (REDO) Grant Request

VIII. **OLD BUSINESS**

- A. Discussion and possible vote – Hardship exemption on annual liquor license fees due

IX. **CONTRACTS**

- A. Discussion and possible vote for the Board of Selectmen to execute contract with Champion Salt, LLC for road salt for the Department of Public Works for a unit cost of \$49.63 per ton and not to exceed total sum of \$99,260.00
- B. Discussion and possible vote for the Board of Selectmen Chairman to execute Phase 2 Contract 1 Sewer Construction Change Order #3 with Robert B. Our Company for \$109,895.00
- C. Discussion and possible vote for the Board of Selectmen to execute Round Cove Boat Ramp Reconstruction Construction Contract with Robert B. Our Company for \$219,483.00
- D. Discussion and possible vote for the Board of Selectmen to execute Construction and Demolition Trailers Contract with KNL Holdings LLC for \$145,300.00
- E. Discussion and possible vote for the Board of Selectmen to execute contract with Industrial Protection Services, LLC for the purchase of an Self Contained Breathing Apparatus for the Fire Department for \$395,000.00

- F. Discussion and possible vote – Grant agreement between the Board of Selectmen and Pleasant Bay Community Boating
- G. Discussion and possible vote – Grant agreement between the Board of Selectmen and Chase Library
- H. Discussion and possible vote – Grant agreement between the Board of Selectmen and Lower Cape Cod Community Development Co.
- I. Discussion and possible vote – Grant Agreement between the Board of Selectmen and Harwich Housing Authority

X. **TOWN ADMINISTRATOR’S REPORT**

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:**

\_\_\_\_\_  
Danielle Delaney

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

**Date:** \_\_\_\_\_  
November 12, 2020

# **WEEKLY BRIEFING**



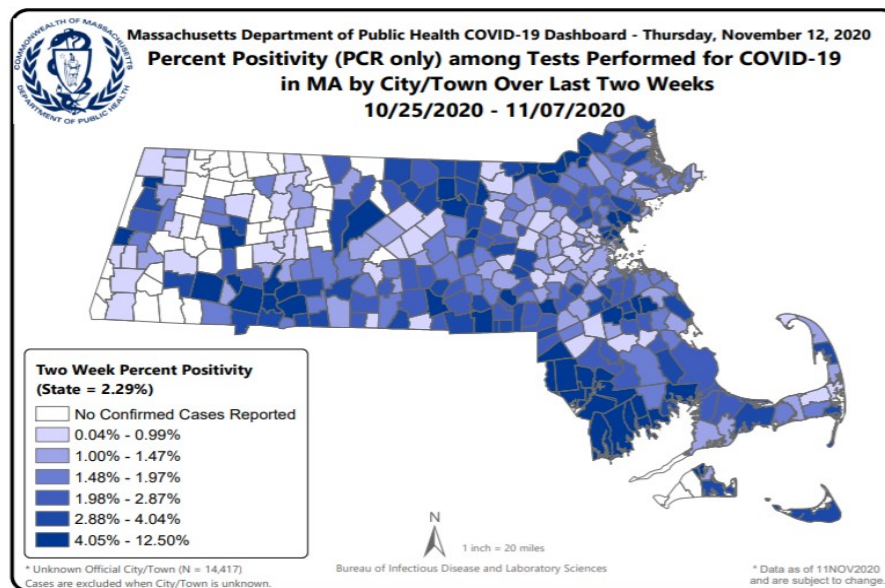
## Town of Harwich Board of Health

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

November 13, 2020

### Weekly COVID-19 Update

The current total cases of COVID-19 for the Town of Harwich is 181. This is an increase of 2 cases over the last 7 days. We are currently following 2 active cases. A total of 6451 tests have been performed for Harwich residents, 587 within the last 14 days. Our percent positivity rate has slightly decreased to 1.7 % and our average daily incidence rate is the same at 4.5.



The County has seen a steady increase in positive cases over the last three weeks, and announced Friday that the daily incidence has increased to 8 cases per 100,000 people. This is an indicator for surrounding States when considering their own travel orders. Travel to other states from Barnstable County may be restricted-make sure to check with the state you are going to before making plans. The State Travel Order has been updated to include more higher-risk states. New York, Connecticut, Washington State and Washington DC are now considered higher-risk and travel from them is subject to the Travel Order.

As families start to welcome home their college students or family that lives out of State, remember the importance of testing within 72 hours of arrival. Make plans ahead of time to set up an appointment in the area they live-possibly through the University or College- to get the test done before they leave. This way, if they are negative, they will not need to quarantine for 14 days and if they are positive, you will know to protect each other from infection.

Thank you,  
Meggan Eldredge  
Health Director

**PUBLIC COMMENTS**

**&**

**ANNOUNCEMENTS**

# Saquatucket Harbor to Harwich Port Pedestrian Sidewalk Project

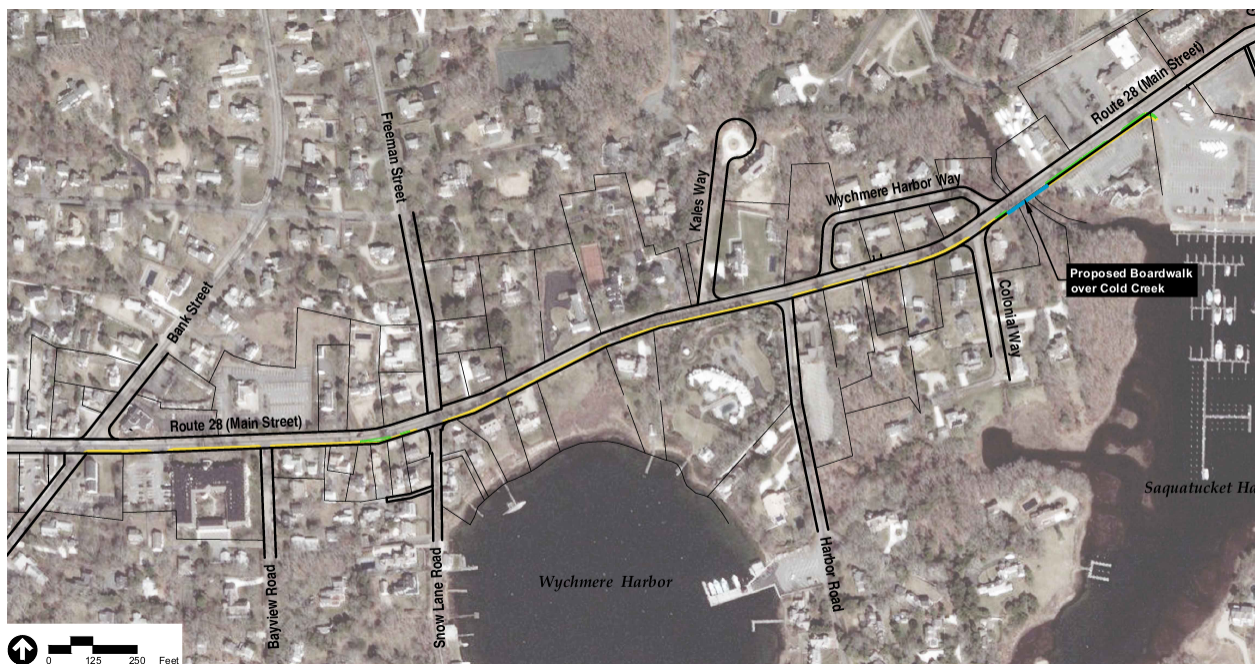
Please join the Board of Selectmen Meeting

on

Monday, November 23, 2020 at 6:30 pm

for a

**DISCUSSION and opportunity for PUBLIC INPUT regarding the potential for the construction of a pedestrian sidewalk along the Massachusetts Department of Transportation's (MassDOT's) Route 28**



Conceptual Plan prepared by VHB.

Please bring your questions and comments to the virtual meeting on November 23, 2020. GoTo Meeting log in information will be included in the Board of Selectmen Agenda and Agenda Packet posted to the Town of Harwich => Board of Selectmen webpage.

# **NEW BUSINESS**

**New Business**

**Item A.**

**This item will be tabled and brought  
back at a later date.**





# MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, *Interim Town Administrator*

CC: Robert Lawton, Interim Assistant Town Administrator  
Carol Coppola, Finance Director  
Griffin Ryder, Town Engineer (Procurement)

RE: Update on disposition of real property – 203 Bank St. and 5 Bells Neck Road

DATE: November 16, 2020

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This memorandum corresponds to the *New Business Agenda Item B: Discussion – Disposition of Real Property: 203 Bank Street and 5 Bells Neck Road* on your agenda for Monday, November 16, 2020.

I have been researching past actions related to the disposition (sale or lease) of surplus real property in the town; namely the former Harbormaster's Building located at 203 Bank Street (and surrounding lots) as well as the former West Harwich Schoolhouse located at 5 Bells Neck Road.

As of this writing, I have discovered the following Town Meeting actions (understood to be the "most recent" and still in effect, actions) for each property:

**5 BELLS NECK ROAD (MAP 10, LOT G1, .63 ac, \$145,600 assessed in 2019)**

- 2006 ATM Article 60: Transferred care, custody, management and control of the land and building to the Board of Selectmen for the purpose of leasing on a long term basis.
- 2008 STM (May) Article 12: Lease for a term of not more than 99 years.

**203 BANK STREET (MAP 23, LOTS B2, B2-1, B3, MAP 32, LOT R7-B, 2.08 acs, \$539,800 assessed in 2019 and 2020)**

- 2017 ATM Article 34: "Vote to authorize the Board of Selectmen to sell 203 Bank Street used for general municipal use as surplus property. The current Harbormaster's Maintenance Facility will be relocated. The four parcels contain approximately 2.08 acres identified on Assessor's Map 32, Parcel R7-B and Assessor's Map 23, Parcels B2, B2-1, and

B2-3. Proceeds of the sale are to be used to offset capital costs to construct the Harbormaster's Maintenance Facility at Saquatucket Harbor."

- 2019 ATM Article 12: Allocated \$60,000 for remediation and demolition of 203 Bank Street from free cash as part of capital items for Facility Maintenance and Repair. The capital outlay application indicates "Town Meeting has approved the sale of this lot to a Conservation entity."

Based on this information, I am seeking the Board's input through the agenda topic for the following questions as well as any others that may arise as a result of our discussion:

1. Regarding 5 Bells Neck Road: Should I draft a warrant article for 2021 Annual Town Meeting that seeks to change the municipal purpose from lease to sale?;
2. Regarding 203 Bank Street: Is it the Board's understanding and expectation that the sale of the four lots at and around 203 Bank Street be sold specifically to a "Conservation entity" as outlined in the 2019 capital outlay application?

Beyond those questions and any that arise from discussion, my assumption is that I have found the last actions of Town Meeting regarding those properties. Please let me know if I have missed any other actions.

- eminent domain takings;<sup>100</sup>
- rental of residential property to qualified tenants by a housing authority or a community development authority;<sup>101</sup>
- • a contract to sell, lease or acquire residential, institutional, industrial or commercial real property by a public or quasi-public economic development agency or urban renewal agency engaged in the development and disposition of said real property in accordance with a plan approved by the appropriate authorizing authority;<sup>102</sup>
- a redemption or auction of tax title property authorized under the provisions of M.G.L. c. 60<sup>103</sup>
- an acquisition from the Commonwealth;<sup>104</sup>
- an agreement between agencies, boards, commissions, authorities, departments or public instrumentalities of one city or town;<sup>105</sup>
- the exercise of an option to purchase forest, agriculture or recreation land for conservation purposes under M.G.L. c. 61, c. 61A, or c. 61B;
- an acquisition of real property or an interest therein by a community preservation committee under M.G.L. c. 44B, § 5(f); and
- licenses or permits for limited use of real property.

**Licenses or permits to use real property are not subject to Chapter 30B.** A license is a revocable permit to enter the property of another for a particular activity. The use of an auditorium for a performance and the use of ball fields for baseball games are typical examples of licenses to use property: the use is temporary and the user does not actually control the property. Such licenses do not convey an interest in the property. However, any transaction that does involve the transfer of an interest is not exempted simply by incorrectly labeling it a license or permit. For example, agreements to install cellular phone towers on public land are sometimes labeled licenses: however, these agreements are leases that must be awarded following the competitive procedures summarized in this chapter.

<sup>100</sup> See M.G.L. c. 79 for eminent domain procedures.

<sup>101</sup> M.G.L. c. 30B, § 16(h).

<sup>102</sup> M.G.L. c. 30B, § 1(b)(25).

<sup>103</sup> However, any sale of tax title property, including sale after foreclosure, other than by an auction pursuant to M.G.L. c. 60 is subject to Chapter 30B. Procedures for tax title takings are set forth in M.G.L. c. 60, §§ 37-60. Procedures for tax title sale after foreclosure are set forth in M.G.L. c. 60, § 77B.

<sup>104</sup> M.G.L. c. 30B, § 1(b)(4).

<sup>105</sup> M.G.L. c. 30B, § 1(b)(7).

**48. Can a Local Licensing Authority restrict a § 15 Package Store from selling “nips,” single bottles of beer, etc.?**

Yes, a LLA may restrict its granting of § 15 package store licenses to prohibiting the sale of “nips” and single bottles of beer.

## **STATE ALCOHOL LICENSES**

### **General Questions**

**49. Does the ABCC issue licenses directly to any segments of the alcoholic beverages industry?**

Yes. The ABCC is the sole issuing authority for all licenses other than retail licenses and certain “one day” licenses. This includes licensing manufacturers (including wineries, breweries, and distilleries), wholesalers/importers, railroads, airlines, ships, ship chandlers and caterers. It is the sole issuing authority of liquor transportation permits for express or trucking companies, ships, railroads, caterers, and airlines. It also issues permits to salespersons employed by wholesalers and importers, brokers, farmer-wineries, farmer distillers and farmer-breweries.

### **Farmer-Series Licenses**

**50. Can a farmer-winery sell their wines at a fair or farmers’ market?**

Under § 15F, an LLA may grant a license to a farmer-winery, licensed under § 19B or licensed in another state, to sell wine for consumption at an indoor or outdoor agricultural event as long as the requirements listed under § 15F are met. A licensee under this section may also offer samples of wine to prospective customers at the agricultural event without charge.

First, the Massachusetts Department of Agricultural Resources must classify the event as an “agricultural event.” Then, the LLA will determine whether an application for a license is for an “agricultural event.” The LLA will consider several factors in determining whether an event qualifies as an “agricultural event.” Agricultural events generally include farmers’ markets and agricultural fairs. This type of license is issued at the sole discretion of the LLA and does not require the approval of the ABCC, but cannot overlap any area or premises that is already covered by an existing license.

The ABCC has created an application for a license to sell wine at a farmers’ market. Please refer to the ABCC’s June 10, 2011, Advisory for more information.

**51. What is the difference between a Pub Brewery and Farmer Brewery?**

**Cranberry Valley GC**  
**183 Oak Street**  
**Harwich, MA**

# Memo

**To:** Board of Selectmen

**From:** Roman Greer, Director of Golf

**cc:** Clem Smith, Chairman of Harwich Golf Committee

**Date:** 12/7/19

**Re:** Rates & Fee Recommendation for 2020 Golf Season

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The following rate & fee recommendations for 2020 were presented at a public hearing held by the Golf Committee on November 12, 2019. The Golf Committee voted unanimously to endorse the recommendations.

**Recommendations:** Increase all membership fee categories (except Junior) by \$20 - to be directed to Golf Improvement Fund. This will increase individual member contribution to GIF to \$95 per year and fund all projects currently included on Capital Plan

Consider an additional \$25 increase to Chatham membership (GIF)

Create a new category: Collegiate (\$250). For ages 24 & under requiring a student ID in addition to Driver License. This category would have full member status

**Rationale:** A competitive analysis of the Cape golf market shows that CV's rates are appropriate for it's offerings. Greens Fee are among the highest of our competition, as the high level course conditions and golf experience at CV justifies. Annual pass (membership) fees are 2<sup>nd</sup> lowest among the 5 municipal facilities on Cape. CV is the only 18-hole facility of the group thus offering the fewest inventory of tee times.

Financially, the golf operation reached a high water mark in revenue in FY19. The recommended increases to membership fees will ensure that the golf department can fund all projects currently on the Capital Plan. Creating a Collegiate Membership category will help fill a void, where we can continue to keep the Harwich golf community engaged with appropriate rates for age/availability.

JG

**HARWICH GOLF COMMITTEE  
NOTICE OF PUBLIC HEARING**

The Harwich Golf Committee will hold a public hearing to solicit public comment on golf fees for Cranberry Valley Golf Course for the 2021-2022 season. The hearing will be held on Tuesday October 20, 2020, at 4:00 pm online via GoToMeeting.com. Public can log in to join the meeting using the following: Please join my meeting from your computer, tablet or smartphone. <https://global.gotomeeting.com/join/501258869>

You can also dial in using your phone. United States: +1 (224) 501-3412 Access Code: 501-258-869

Clem Smith, Chairman  
Harwich Golf Committee

The Cape Cod Chronicle  
Sept. 24, Oct. 1, 8 and 15, 2020

## Rates & Fees Recommendation 2021

### Goals:

- To achieve appropriate revenue needs without raising Harwich resident annual pass rate
- Increase revenues to offset budgeted personnel cost increases from FY19-21 (\$53,353) that were the result of collective bargaining contracts and state minimum wage increases
- Increase cart rates in anticipation of a new electric cart lease that will cost more than current lease (7 year old carts).
- Adjust Annual Pass categories with a focus on Harwich residents and to streamline non-resident categories

### Recommendation:

Annual Pass – Increase Chatham category by \$75

Remove Chatham from Young Adult and Collegiate discount eligibility

Greens Fees – Increase all primary greens fees by \$5

Increase miscellaneous greens fees by \$2-5 (see rate sheet for details)

Cart Fees - Increase all cart fees by \$2

Range Fees- Remove “member discount” on individual range bucket sales

Annual Range Pass increase from \$250 to \$300

### Rationale:

Golf Department rates have followed a model of “every other year” alternating raising annual passes and greens fees/cart fees for the past 6 years. This model has worked well as it does not put undue recurring pressure on any one segment of our customer base. Last year annual passes were raised. This year I recommend looking primarily to greens fees and cart fees to generate additional revenue needs.

As the golf department budget only increased marginally from FY20-21 (\$4,295) and is not expected to increase in FY22 (other than employee contractual obligations), recommended increases in rates & fees for the 2021 golf season are designed to address 1) an increase in personnel costs from FY19-21 of \$53,353 and 2) to off-set increased costs of new electric cart lease (revenue share).

Increases in rates & fees in the past 4 years have primarily been directed to the golf department's dedicated funds: Golf Improvement Fund and Golf Infrastructure Revitalization Fund. These increases have allowed the golf department to pay for all capital projects in full (including the debt service on the \$1.2 cart barn project). All future capital projects have been planned according to anticipated fund balances in order to ensure that the golf department has the capability to fund them in full.

Even considering that rates & fee increases over the previous 4 years have primarily been directed to dedicated funds for capital projects, the golf department hit a high water mark in general fund revenue in FY19 (\$1,895,899), our last "normal" year. The recommendations included here will see golf revenues approaching and possibly hitting the \$2 million mark, without any increase to Harwich resident pass rates. As significant old golf department debt was retired in FY20 (\$35,525 annual payment from 2005) and 2 more will retire very shortly (\$55,825 annual payment in FY21 from 2002 and \$76,500 annual payment in FY22 from 2006) the golf department will have no current debt that it is not funding and has mechanisms in place to fund all future capital projects (or their debt). The rates & fee recommendation presented will see the golf department fund its direct budgetary expenses, current and future projects and debt (as listed above) and indirect employee costs such as life insurance, health insurance and medicare.

**Details:**

**Annual Pass:** The only recommended increase is to the Chatham category. Last year we raised Chatham rates to be \$25 more than Harwich, with a plan to incrementally create more separation from Harwich rates. In retrospect, this amount increase was too low. I am recommending a \$75 increase this year which will make Chatham annual pass rates \$100 more than Harwich and put them in line with Eastham and Orleans, streamlining our annual pass categories to: 1) Harwich, 2) Chatham, Eastham and Orleans and 3) Non-Resident.

Also recommended is removing Chatham residents from eligibility for special rates for Young Adult and Collegiate (which are available to Harwich residents). I do recommend retaining Chatham junior membership eligibility out of respect to the regional school district, as Monomoy golf team's home golf course is CV and Monomoy Middle School is engaged in our First Tee Program.

**Greens Fees:** \$5 increase for all primary rates and \$2-5 for miscellaneous rates. This scheduled rate increase will see Cranberry Valley appropriately placed at the high end of our competition. The golf committee decision to endorse a 10-minute tee time interval has created a premium golf experience that we feel the market can support.

**Cart Fees:** Increase \$2. This scheduled increase finds CV directly in line with competition and will support the costs associated with a new electric cart fleet.



Range Fees: Remove the “member discount”. Currently annual pass holders receive a discount on individual range bucket sales (\$3 small/\$5 large). These rates are well below market value and hardly cover the cost to provide the service. Regular non-discounted rates are at the industry standard (\$5 small/\$8 large). Residents who are frequent users of the range will find good value in the Annual Range Pass. For similar reasons we recommend raising the Annual Range Pass (unlimited balls) from \$250 to \$300.

## 2021 Proposed Cranberry Valley Rates

### Annual Pass

Adult Harwich Resident	\$810
Adult Chatham, Eastham or Orleans Resident	\$910
Adult Non-Resident	\$1110
Young Adult Harwich Resident (age 19-30 as of May 1 <sup>st</sup> )	\$510
Collegiate (19-24 as of May 1 <sup>st</sup> requiring student ID from university)	\$250
Junior Harwich/Chatham Resident (age 7-18 as of May 1 <sup>st</sup> )	\$150
Junior Non Resident (age 7-18 as of May 1 <sup>st</sup> )	\$350
GHIN Membership	\$45
Range Pass	\$300

### GREEN FEES:

#### Monday –Thursday

March 16 <sup>th</sup> – May 21 <sup>st</sup>	\$49
May 26 <sup>th</sup> – Sept 3 <sup>rd</sup>	\$79
Sept 8 <sup>th</sup> – Oct 1 <sup>st</sup>	\$65
Oct 5 <sup>th</sup> – Dec 3 <sup>rd</sup>	\$49

#### Friday, Saturday, Sunday & Holidays

March 20 <sup>th</sup> – April 12 <sup>th</sup>	\$65
April 17 <sup>th</sup> – Oct 12 <sup>th</sup>	\$79
Oct 16 <sup>th</sup> – Nov 1 <sup>st</sup>	\$65
Nov 6 <sup>th</sup> – Dec 6 <sup>th</sup>	\$49

### MISCELLANEOUS FEES:

Mid-Day Rate (Mon-Thurs, 1:00PM – Twilight)	\$59
Mid- Day Rate (Fri-Sun, 1:00PM – Twilight)	\$69
Twilight Rate (After 3:30PM) (Oct. after 2:30)	\$35
Twilight Rate (After 4:00PM June, July, August)	\$35
Junior Back 9 (First hour of play) and Twilight	\$15
Back 9 (First hour of play)	\$40
9 Hole Rate (Sunday – Thursday after 1:00PM)	\$40 (based on availability)
Replay Rate	\$40
Temporary Green Fee	\$25
Active Military Discount	25% off Green Fees
Member Golf Cart 18 Hole	\$22
Member Golf Cart 9 Hole	\$13
Golf Cart 18 Hole (per person)	\$24
Golf Cart 9 Hole (per person)	\$14
Walking Push Cart 18 Hole	\$8
Walking Push Cart 9 Hole	\$5
Range Ball Bucket	\$5 small/\$8 large

When COVID-19 hit our shores, the Cape Cod region (southern Plymouth County including Plymouth and Wareham, all of the towns on Cape Cod, and the islands of Martha's Vineyard and Nantucket) were enjoying full employment and actively engaged in propelling our blue economy vision forward. Since the March 11<sup>th</sup> state of emergency declaration, nothing has stopped this work. In fact, the blue economy vision has resonated and spread beyond Nantucket, Dukes, Barnstable and Plymouth Counties into Bristol County and a closer partnership with UMass-Dartmouth. With REDO funding support, we will continue collaboration to execute our implementation plan <https://www.bluecapecod.org/implementation-plan-report/>.

The Blue Economy Initiative plan commissioned through support of the Massachusetts Seaport Economic Council, proposes actions that have begun to foster growth in the region's water-based economy. Pre-pandemic, the Commonwealth derived 2.6% of direct employment and 1.3% of direct gross state product from the maritime economy. In fact, the "dark blue" economy, that which is directly dependent on water, in the Cape region was worth 6% of the region's revenues and employed 4% of the workforce. More broadly, the overall blue economy continues to be a significant economic driver for the region, representing 12% of jobs and 11% of gross revenues.

Since the onset of COVID-19 business impacts, the blue economy plan is being adjusted to reprioritize concepts such as the Blue Wheelhouse accelerator for water-based technology business support services. We are actively fund-seeking for this concept, since there was predicted growth in dark blue industries through 2022: of 2.6% in the region, and of 4.3% in Cape & Islands. Further, the MassHire Workforce Development Board for the Cape & Islands is updating its Blueprint with increasing focus on the blue economy based on the statistics on the growth of the Cape Cod region's Blue Economy from 2003 to 2014, where blue establishments increased 42% (from 2,180 to 3,104), employees in blue business increased 50% (from 14,412 to 29,093) and annual payroll for blue businesses increased by 111% (from \$574M to \$1.21B).

Since the pandemic, the volume of all categories of businesses seeking assistance has mushroomed, while our organizational capacity has shrunk. Further, there are no grants for organizations with no payroll (i.e. CCEDC, Inc.) or for 501 c 6 organizations (i.e. the chambers of commerce in this partnership.) However, we have nevertheless ramped up our frequency of meetings, webinars, 1:1 counseling, lobbying for business assistance programs, and more. For the balance of FY 21, we propose to continue assisting the massive numbers of business that have reached out to our collective organizations for business survival planning, loans and grants, and to propel the next economic wave in a post-COVID-19 environment with a complete review of the region's current state and future potential, while we advance housing, skills training, climate adaptation and a global reputation for the blue economy. Our work plan follows:

## **Support Business Competitiveness & Regional Strategies**

Goal: Advance the Cape Cod Region's Blue Economy

### **A Vibrant Maritime and Technology Economy**

- Submit EDA grant funding request to establish the Blue Wheelhouse – a marine tech accelerator.
- Promote Blue Connect a series of web data resources to serve various sectors of the Blue Economy community.

### **A Healthy Environment = A Healthy Economy / Infrastructure**

- Complete construction of Expedition Blue; a series of 11 “waypoints” across the region showcasing and educating the public about the sights and relevance of the environment on our economy. Funded by Seaport Economic Council grant in FY 21.
- Design and implement a Blue brand focused on blue pride, blue assets and experiential travel – funded by a private foundation grant.

### **A Prepared and Educated Workforce**

- See A - Trained Workforce goals below

Goal: Adapt to COVID-19 change and plan regional opportunities post-pandemic by updating the Cape Cod business strategic plan for private sector organization alignment- delivery date: April/May.

Goal: lead business reopening and operation adaptation by facilitating the Cape Cod Reopening Task Force:

- **First track: assist businesses** by providing tools, guidance, best-practices and expertise to assist in what they will need / be required to do in order to reopen/stay open.
- **Second track: assist Cape & Island towns** – providing elected officials and local decision-makers with resources and support to create some level of uniformity and strength in policy-decisions related to COVID reopening and recovery.
- **Third track: create universal messaging** – work to promote a consistent region-wide information on safe practices to benefit both towns, businesses and manage tourism.

### **Equitable Opportunity**

Goal: support and assist M/WBEs, VBEs, DBEs and small businesses.

- Collaborate with Boston Chamber PACESETTERS program creating systemic and economic opportunity by increasing a statewide commitment of local business to do business with vendors of M/WBEs. <https://www.bostonchamber.com/economic-opportunity/pacesetters/>
- Plymouth Area Chamber of Commerce, the SBA, SBDC, SCORE & VBOC, and three Veteran entrepreneurs present an informational forum in November.

### **Respond to Housing Crisis**

Goal: support families and local businesses by returning people to work.

- Partner with the Mass. Business Coalition for Early Childhood Education to galvanize the Massachusetts business community to engage with early childhood education leaders, advocates, philanthropy, and government to address chronic challenges of access, affordability, quality, and sustainability.
- Reappointment to gateway city of Town of Barnstable Affordable Housing & Growth Development Trust

### **Train a Skilled Workforce**

Goal: Promote business partnerships with skills and career development programs

**OFFICE OF THE SELECTMEN**

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



November 16, 2020

Ms. Nhat Le  
Massachusetts Office of Business Development  
136 Blackstone St, 5<sup>th</sup> Floor  
Boston, MA 02109

RE: Cape Cod & Plymouth REDO Grant Proposal

Dear Ms. Le:

The Town of Harwich is pleased to offer this letter in support of the Regional Economic Development Organization (REDO) grant request by the Cape Cod Economic Development Council, Inc. in partnership with the Plymouth Area Chamber of Commerce.

During the entire COVID-19 pandemic, the organizations and businesses in our town found a constant flow of information and guidance to help reopen, stay open and remain safe and healthy. We appreciate their convening of economic development professionals from the region on a more frequent basis during the pandemic, to help share what each community can do to adapt to help business operations.

We are especially supportive of the Cape Cod Blue Economy initiative and the ongoing efforts to diversify the regional economy; to facilitate new employment opportunities; to support new blue economy sector businesses. We view this as a critical path to the post-COVID-19 economic recovery for our town. In fact, we are partners in the effort to build Expedition Blue waypoints across the Cape and islands as part of our exposure of the blue economy to our residents and our future workforce.

Thank you for your consideration. Please feel free to contact me if I be of further assistance.

Sincerely,

Larry Ballantine  
Board of Selectmen

# **CONTRACTS**

**NOVEMBER 16, 2020**

**AGENDA TOPIC IX. CONTRACTS**

<b>CONTRACT</b>	<b>ACTION</b>	<b>NOTES</b>
A. Champion Salt, LLC for road salt for the Department of Public Works for a unit cost of \$49.63 per ton and not to exceed total sum of \$99,260.00	HOLD ON ACTION, AWAITING VENDOR- EXECUTED CONTRACT	Vendor has not returned contract documents
B. Phase 2 Contract 1 Sewer Construction Change Order #3 with Robert B. Our Company for \$109,895.00	RECOMMEND APPROVAL	Awaiting Finance Director signature
C. Discussion and possible vote for the Board of Selectmen to execute Round Cove Boat Ramp Reconstruction Construction Contract with Robert B. Our Company for \$219,483.00	RECOMMEND APPROVAL	
D. Discussion and possible vote for the Board of Selectmen to execute Construction and Demolition Trailers Contract with KNL Holdings LLC for \$145,300.00	RECOMMEND APPROVAL	
E. Discussion and possible vote for the Board of Selectmen to execute contract with Industrial Protection Services, LLC for the purchase of an Self Contained Breathing Apparatus for the Fire Department for \$395,000.00	RECOMMEND APPROVAL	Grant offset of \$381,924; the town's cost is actually \$13,076.

## **Contracts**

### **Item A.**

**This item will be tabled and brought  
back at a later date.**



**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039


Joseph F. Powers, *Interim Town Administrator*

732 MAIN STREET, HARWICH, MA



# MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Interim  Town Administrator

CC: Griffin Ryder, Town Engineer (Procurement)

RE: Phase 2 Contract 1 Sewer Construction Change Order #3 with Robert B. Our Company for \$109,895.00

DATE: November 16, 2020

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This memorandum corresponds to *Contracts Agenda Item B - Phase 2 Contract 1 Sewer Construction Change Order #3 with Robert B. Our Company for \$109,895.00.*

The attached materials outline the specifics of the change order as well as confirmation of the procurement process

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



# MEMO

TO: Joseph F. Powers, Interim Town Administrator

FROM: Griffin Ryder, <sup>GR</sup>Town Engineer

CC: Carol Coppola, Finance Director  
Daniel Pelletier, Water & Wastewater Superintendent

RE: Town of Harwich Phase 2 Contract 1 Sewer Construction Project  
Change Order Number 3 – Robert B. Our Co., Inc.

DATE: November 13, 2020

---

Please find the attached Change Order Number 3 (CO #3) for the Phase 2 Contract 1 Sewer Construction Project with contractor Robert B. Our Co., Inc. (RBO) for review and signature by the Chairman of the Board of Selectmen on behalf of the Board of Selectmen.

CO #3 is comprised of two (2) requests for change (RFCs) that have been submitted by RBO following Change Order Number 2 for the Phase 2 Contract 1 project for a total cost of **\$109,895**. In addition to the attached CO #3 signature page are a summary of the change requests and the back-up calculation information for each RFC.

The Change Order has been reviewed and vetted by CDM Smith and Town staff in coordination with RBO. On Monday, October 5, 2020 the Board of Selectmen voted to consent to the request for change 015R2 for approximately \$90,939.53. This consent vote allowed RBO to move forward with the work while the formal change order was being prepared.

CO #3 will be funded by the 5% construction contingency included with Contract Number 1. The attached Department of Environmental Bureau of Water Resources Payment Requisition No. 14 (the latest loan payment requisition) depicts the approved amount through the Town's Clean Water Protection loan. There is currently **\$379,432** available within Construction Contingency No.1 which will cover the cost of CO #3 (**\$109,895**).

Please let me know if you have any questions.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WATER RESOURCES**

**PAYMENT REQUISITION**


LOAN NO.: <u>CWP-18-23</u> DMS PROJECT NO.: <u>CWSRF-4424</u>	REQUEST NO.: <u>14</u> SERVICE DATES: <u>09/01/2020 to 09/30/2020</u>
--	--

LEGAL NAME AND ADDRESS OF BORROWER:

Town of Harwich  
732 Main Street  
Harwich, MA 02645

EXPENDITURE TYPE	APPROVED AMOUNT \$	PREVIOUS REQUESTS \$	THIS REQUEST
Construction Services - Cont. No. 1 & 2	\$ 2,290,000	\$ 1,248,125	\$ 116,444
Construction: Contract No. 1 (RBO)	\$ 11,500,639	\$ 6,971,113	\$ 497,731
Construction: Contract No. 2 (RJV)	\$ 6,654,494	\$ 2,223,460	\$ 255,295
Construction Contingency No. 1	\$ 379,432	\$ -	\$ -
Construction Contingency No. 2	\$ 247,877	\$ -	\$ -
Other: Police - Cont. No. 1 & 2	\$ 1,135,000	\$ 1,020,774	\$ 35,504
Other: Water Usage - Cont. No. 1	\$ 7,025	\$ 7,025	\$ -
<b>Totals</b>	<b>\$ 22,214,467</b>	<b>\$ 11,470,497</b>	<b>\$ 904,974</b>
	0		

**CERTIFICATION OF THE BORROWER:**  
 The Authorized Representative of the Borrower identified below certifies the following:  
 (i) This payment is for Project Costs and the obligations specified herein have not been the basis for a prior requisition that has been paid;  
 (ii) there has been no Default, as defined in the Regulatory Agreement hereunder or no Event of Default as defined in the Loan Agreement, and no event or condition exists which after notice or lapse of time or both, would become a Default under the Regulatory Agreement or an Event of Default under the Loan Agreement exists; and  
 (iii) the payment requested by this requisition is due for work actually performed or materials or property actually supplied prior to the date of this requisition less retainage.

Signature:  Date: Oct. 26, 2020  
 Print Name: Joseph F. Powers  
 Title: Interim Town Administrator

(To be completed by the DEP Division of Municipal Services)

Amount Requested: \_\_\_\_\_ Amount Approved: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: Maria E. Pinaud  
 Title: Division Director

# CHANGE ORDER

SRF Number CWSRF-4424/1  
Public Entity Town of Harwich MA  
Contract Number Contract No. 1  
Change Order Number 3

Contract Amount (As Bid) \$11,368,663.48  
Net Change in Contract Price (This change order) \$109,895.00  
Net Change in Contract Price (Previous change orders) \$131,976.00  
Total Adjusted Contract Price (including this and all other change orders) \$11,610,534.48


This change order extends the time to complete the work by 0 calendar days.

The extended completion date is N/A

This change order checked by  11/4/2020  
(Chief) Resident Engineer Date

This change order is requested by: Robert B. Our Co.

This change order is recommended by: CDM Smith Inc.

 #38074 11-04-20  
Consultant Engineer P.E. Number Date

The undersigned agree to the terms of the change order.

 11-3-20  
Contractor Date

\_\_\_\_\_  
Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: \_\_\_\_\_  
Certification Officer (Auditor, accountant, treasurer) Date

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS

Public Entity Town of Harwich, Massachusetts

SRF No: CWSRF-4424/1 Contract No. Contract No. 1 Change Order No. 3

Contract Title: Sewerage Works Improvements Phase 2 Contract No. 1

Owner's Name: Town of Harwich, Massachusetts

Owner's Address: 732 Main Street Harwich MA 02645

Contractor's Name: Robert B. Our Co.

Contractor's Address: 24 Great Western Road Harwich, MA 02645

## Descriptions and Reasons for Change

### Item No. 1

RFC 0015 provides payment to Robert B. Our (RBO) for changes to the scope of work associated with final full width road paving. The requirement to provide milling as part of the restoration of several roads was not possible because the existing pavement thickness outside of the trench area was typically not sufficient to support the operation. A credit was received by the Town for the deletion of the milling from the Contract and this Item includes additional cost for keyways, transition/driveway aprons, casting adjustments and restoration. Payment for the work will be on a unit price basis with final costs determined by the actual quantities measured in the field. An estimate of the quantities provides the basis of the costs included in this change order. The summation of the add/deducts in this request for change results in an estimated add to the contract of \$90,939.53

The net increase to the Contract Price for this change is \$ 90,939.53

### Item No. 2

This change, (RFC 0016) provides payment to Robert B. Our (RBO) for impact to their sewer installation progress at Somerset Road. While excavating for new mainline and sewer laterals, RBO encountered underground gas and electric lines that were not shown on utility company plans (and therefore not shown on the contract drawings) and/or incorrectly marked by the utility companies in the field.

The net increase to the Contract Price for this change is \$ 18,955.28

Town of Harwich, Massachusetts  
Sewerage Works Improvements Phase 2 Contract No. 1  
SRF No: ~~1~~ CWSRF-4424/1

**Change Order No.3 Summary**

<b><u>Item No.</u></b>	<b><u>RFC No.</u></b>	<b><u>Item Description</u></b>	<b><u>Amount</u></b>
1	RFC 0015	Final Asphalt Paving Changes	\$90,939.53
2	RFC 0016	Costs associated with unmarked utilites at Somerset Road	\$18,955.28
<b>Total Change Order No.3 =</b>			<b>\$109,895</b>

# Harwich Sewerage Works Improvements Phase 2 - Contract No.1

## **Item 1**

# Robert B Our Co.

24 Great Western Rd, Harwich, MA

Project:  
Engineer

Harwich Sewerage Works Improvements Phase 2 - Contract 1  
CDM Smith

25-Sep-20

**RFC 015R2**

Pavemnet Adjustmnets							
Estimated QTY	Units	Rate	Unit	Mark up	Bond	Extended Unit Total	Estimated Value
19800	Credit for Milling portion of Unit 11C	\$ (1.10)	SY	5%		\$ (1.16) \$	(22,968.00)
700	Milling of Key Ways , Transitions and Aprons	\$ 58.00	SY	5%	1.25%	\$ 61.63 \$	43,141.00
100	Driveway Aprons	\$ 239.40	TN	5%	1.25%	\$ 254.36 \$	25,436.25
120	Sewer / Drain Casting Adjustment	\$ 215.00	EA	5%	1.25%	\$ 228.44 \$	27,412.80
8	Water Gate Box Adjustment	\$ 125.00	EA	5%	1.25%	\$ 132.81 \$	1,062.48
1	Road Shoulder Restoration	\$ 1.00	LS	15%	1.25%	\$ 16,855.00 \$	16,855.00
						Sub Total	\$ 90,939.53

\*\* The Above is a unit price & will be adjusted accordinly based on the actually quatitys installed in the field.

\*\* Sweeping will be invoiced by unit

\*\* Asphalt Leveling to be invoiced by unit 11 D

\*\* Casting Adjustments are for 2" adjustment. If the entire build up needs to be replaced- there will be additional cost.

\*\* Casting Adjustment is of existing casting. If a new casting is to be installed it will be at additional cost.



Lawrence-Lynch Corp.  
 PO Box 913  
 Falmouth, MA 02541  
 Phone 508.548.1800  
 www.lawrencelynch.com



<b>To:</b>	Robert B. Our, Co.	<b>Contact:</b>	Abigail Our Rose
<b>Address:</b>	P.O. Box 1539, 24 Great Western Road Harwich, MA	<b>Phone:</b>	508-432-0530
<b>Project Name:</b>	Road Milling Deduct And New Keyway Pricing	<b>Fax:</b>	508-432-4385
<b>Project Location:</b>	Harwich Sewer Phase #2 Contract #1, Harwich, MA	<b>Bid Number:</b>	J20-087
<b>Bid Date:</b>			
<b>Item Description</b>		<b>Estimated Quantity</b>	<b>Unit</b>
			<b>Unit Price</b>

**Roads Item #1**

2.0" Milling Roads Based On 93,000 Sy "Deduct/sy"	1.00 SY	\$1.10
<b>Total Price for above Roads Item #1 Items:</b>		<b>\$1.10</b>

**Notes:**


To whom it may concern.

The milling deduct from Item 11-c was based on the bid quantity of 93,000 square yards as per the bid documents and the bid as completed in July or August of 2019 it was assumed that the bid quantity of 93,000 sy would be completed in 2 - 3 mobs and that would make for a low bid unit price from the subs bidding such a large number and our deduct is a direct reflection of the bid item and quantity.

If the quantity for milling was say 1000 sy then the sub bid price would be around \$4.00-\$6.00 / sy

The County price for the town of Yarmouth based on 21,000 sy ranged from \$2.72 - \$3.95 / sy based on the 21,000 sy bid item. when bidding the County we have to consider that the 21,000 sy could be over 5 different locations and some being 500 sy and others being 3000 sy with the long shot that one would be 10,000 sy.

With that being said I have made another adjustment to milling deduct please review and get back to me should you have any questions.

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>          Lawrence-Lynch Corp</p> <p><b>Authorized Signature:</b> </p> <p><b>Estimator:</b> Jonathan C. Croft          508-548-1800 jcroft@lawrencelynch.com</p>
--	---

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 PO Box 913  
 Falmouth, MA 02541  
 Phone 508.548.1800  
 www.lawrencelynch.com



<b>To:</b> Robert B. Our, Co.	<b>Contact:</b> Abigail Our Rose
<b>Address:</b> P.O. Box 1539, 24 Great Western Road Harwich, MA	<b>Phone:</b> 508-432-0530 <b>Fax:</b> 508-432-4385
<b>Project Name:</b> New Paving Item Key's And 1.5" Overlay.	<b>Bid Number:</b> J20-077
<b>Project Location:</b> Harwich Sewer, Harwich, MA	<b>Bid Date:</b>

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.0	Driveway And Road Keys Billed At The Sy Price As Noted.	<del>600.00</del>	<del>SY</del>	\$58.00	<del>\$34,800.00</del>

**Notes:**

- **item 1.0 Cutting Keys**
  - Mill transitions as directed.
  - Sweep the milled areas
  - All trimmings will be delivered to the RBO Staging area.
  - This item will be field measured and billed at the unit price of **\$58.00/ sy** as noted.

**Payment Terms:**

Progress Billings A service charge of 1-1/2% on all past due balances over 30 days. (18% per annum)

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>          Lawrence-Lynch Corp</p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Jonathan C. Croft          508-548-1800 jcroft@lawrencelynch.com</p>
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Lawrence-Lynch Corp.  
 PO Box 913  
 Falmouth, MA 02541  
 Phone 508.548.1800  
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<b>To:</b> Robert B. Our, Co.	<b>Contact:</b> Abigail Our Rose
<b>Address:</b> P.O. Box 1539, 24 Great Western Road Harwich, MA	<b>Phone:</b> 508-432-0530 <b>Fax:</b> 508-432-4385
<b>Project Name:</b> Road Milling Deduct And New Keyway Pricing	<b>Bid Number:</b> J20-087
<b>Project Location:</b> Harwich Sewer Phase #2 Contract #1, Harwich, MA	<b>Bid Date:</b>
<b>Item Description</b>	<b>Estimated Quantity Unit Unit Price</b>

~~**Roads Item #1**~~


<del>1.5" Milling Roads Based On 93,000 Sy "Deduct/sy"</del>	<del>1.00 SY</del>	<del>(\$0.90)</del>
<del><b>Total Price for above Roads Item #1 Items:</b></del>		<del><b>(\$0.90)</b></del>

**Hand Work Driveway Aprons (+/- 60 Ea)**

Hand Work Paving Aprons Approximately 800 Sy Of Aprons To Be Paved	67.00 TON	\$239.40
<b>Total Price for above Hand Work Driveway Aprons (+/- 60 Ea) Items:</b>		<del><b>\$16,039.80</b></del>

**Notes:**

- ~~**Road way milling Deduct From item 11-C**~~
  - ~~1.5" Milling deduct from this item = \$.90/sy from Item 11-C.~~
- Asphalt driveway hand work after overlay.**
  - It's anticipated that this item will use 65-75 tons to pave the driveway aprons along the overlay roads.
  - This item is as follows.
    - Tack coat as needed
    - Pave aprons with 1.5" Inches of hot mix asphalt
    - This Item will be billed at the unit price / ton as noted.
    - All driveway apron prep will be by others.

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>          Lawrence-Lynch Corp</p> <p><b>Authorized Signature:</b> </p> <p><b>Estimator:</b> Jonathan C. Croft          508-548-1800 jcroft@lawrencelynch.com</p>
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# NORTH EAST



## ROADS, INC.

Fitchburg, Mass.

679 High Rock Road, Fitchburg, MA 01420

Price Quote To: Robert B. Our Co., Inc.

Location: Harwich, MA

Date: 7/3/2020

Attn: Abby Rose

Email: [ajour@robertbour.com](mailto:ajour@robertbour.com)

<u>Description</u>	<u>Price</u>
Adjust sewer/drain manhole casting to grade	\$200.00 Each
Adjust catch base frame & grate to grade	\$200.00 Each
Adjust water gate box to grade	\$120.00 Each

+ 15/ea concrete concrete  
R+C/F+G

+ 5/ea gb

*\*MBE/DBE & MASS DOT CERTIFIED\**

*\*CONCRETE/ASPHALT COLLARS NOT INCLUDED IN PRICE\**

*\*LABOR & MATERIALS INCLUDED IN PRICE UNLESS OTHERWISE NOTED ON ESTIMATE\**

*\*CASTING ADJUSTMENTS INCLUDE ONE COURSE OF BRICK REBUILD IN PRICE\**

Office: 978-342-4744 • Cell: 978-265-6278 • Fax: 978-342-6654

Email: [NorthEastRoadsInc@yahoo.com](mailto:NorthEastRoadsInc@yahoo.com)

# Harwich Sewerage Works Improvements Phase 2 - Contract No.1

## **Item 2**

**Robert B Our Co.** 24 Great Western Rd, Harwich, MA

Project: **Harwich Sewerage Works Improvements Phase 2 - Contract 1** 6-Aug-20  
 Engineer: **CDM Smith** **RFC 0016R**

**Somerset Road :**

**Additional Time Associated with an uncharted second gas main and additional gas service to each dwelling. From 6/25 - 7/13**

**Time was verified and agreed to on a daily basis with inspector.**

**6/25: 2 hrs, 6/29 : 2.5 hrs , 6/30 : 2 hrs , 7/1: 2.5 hrs , 7/6 : 2 hrs, 7/9 : 3 hr , 7/10 : 1 hr  
 7/13: 2 hrs . Impacts were seen on both mainline and sewer lateral installation operations.**

RBO	Rate	Hours	QTY	Extended Total
Laborer	\$ 58.43	17	2	1986.62
Operator	\$ 78.03	17	2	2653.02
Truck Driver	\$ 61.35	17	2	2085.90
Forman	\$ 85.00	0	0	0.00

**Direct labor Costs :**

Labor	\$ 1,986.62	45.65%	906.89
Operator	\$ 2,653.02	43.57%	1155.92
Truck Driver	\$ 2,085.90	45.32%	945.33

Subtotal Labor \$ 9,733.68

RBO Equipment	Rate	Quantity	Extended Total
Excavator	\$ 166.73	17	\$ 2,834.41
Loader	\$ 69.50	17	\$ 1,181.50
Truck (10W)	\$ 66.75	34	\$ 2,269.50
Utility Truck	\$ 15.31	17	\$ 260.27

Subtotal Equipment \$ 6,545.68

GC Materials	Rate	Quantity	Extended Total
--------------	------	----------	----------------

Subtotal Material \$ -

Sub Contractors	Rate	Quantity	Extended Total
-----------------	------	----------	----------------

Misc.	Rate	Quantity	Extended total
-------	------	----------	----------------

\$ -

Subtotal Misc. \$ -

Total Subs \$ -

subtotal Labor, equipment & materials \$ 16,279.36

Subtotal Subs \$ -

RBO direct Markup 15% \$ 2,441.90

RBO Markup on Subs 5 % \$ -

RBO suplimental markup (bond) 1.25% \$ 234.02

\$ 18,955.28

**Total \$ 18,955.28**

**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Interim Town Administrator*

732 MAIN STREET, HARWICH, MA



# MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, *Interim Town Administrator*

CC: Griffin Ryder, Town Engineer (Procurement)

RE: Round Cove Boat Ramp Reconstruction Construction Contract with Robert B. Our Company for \$219,483.00

DATE: November 16, 2020

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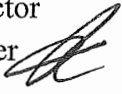
This memorandum corresponds to *Contracts Agenda Item C - Discussion and possible vote for the Board of Selectmen to execute Round Cove Boat Ramp Reconstruction Construction Contract with Robert B. Our Company for \$219,483.00.*

As you will see from the attached materials, this procurement was executed by GEI Consulting, Inc in accordance with MGL. c.30, §39M covering non-building public construction projects. As you may recall, the town previously contracted with GEI for bid phase and construction administration.

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

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

# Memo

**To:** Chairman, Board of Selectmen  
**Via:** Joseph F. Powers, Interim Town Administrator  
Carol Coppola, Finance Director  
**From:** John C. Rendon, Harbormaster   
**Date:** October 22, 2020  
**Subject:** Round Cove Boat Ramp Reconstruction – Construction Contract

Recommend approval of the attached contract (enclosure 1) with Robert B. Our Co., Inc for construction services associated with the Reconstruction of the Round Cove Boat Ramp located at 6 Cove Landing Road as designed by GEI Consulting Inc. As a result of a competitive general bid in accordance with MGL 30B, Robert B Our Co., Inc was selected as the qualified low bidder as outlined in enclosures (2) and (3). The contract cost is \$219,483.00, and funds are available for the project.

Enclosure (1) Contract Agreement, Reconstruction of Round Cove Boat Ramp  
(2) Robert B. Our Co., Inc General Bid Form  
(3) GEI Consulting, Inc, Bid Submittal Review and Recommendation

Copy: (1) Chairman, Waterways Committee



CONTRACT AGREEMENT  
RECONSTRUCTION OF ROUND COVE BOAT RAMP

THIS AGREEMENT made this \_\_\_\_\_ day of October, 2020, between the Town of Harwich, Massachusetts, hereinafter called the "Owner" and **Robert B. Our Marine Division, LLC.** hereinafter called the "Contractor".

WITNESSETH, that the Owner and the Contractor for the consideration hereinafter named, agreed as follows:

Article 1. SCOPE OF WORK: The Contractor shall perform all the work required by the Contract Documents for the Reconstruction of the Round Cove Boat Ramp in Harwich, Massachusetts, as shown on plans prepared by GEI Consultants, Inc. prepared for the Town of Harwich referred to in these Contract Documents as the "Owner".

Article 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the Owner and shall bring the work to Substantial Completion by May 1, 2021.

Article 3. THE CONTRACT SUM: The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order the Contract Sum of

Two Hundred Nineteen Thousand Four Hundred Eighty-Three (Dollars)

(\$219,483.00)

Article 4. THE CONTRACT DOCUMENTS: The following together with the Agreement form the Contract and all are as fully a part of the Contract as if attached to this agreement or repeated herein: the Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents; The Drawings as enumerated in the list of Contract Drawings; Addenda; and Modifications issued after execution of the Contract.

Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

By signing this Contract, the Contractor certifies under the penalties of perjury that he/she has complied with all laws of the Commonwealth relating to taxes.

The undersigned, Carol Coppola, in compliance with the Commonwealth of Massachusetts General Laws (Ter. Ed) Chapter 44, Section 31C, certifies that an appropriation in the amount required for this contract is available out of Account Number 01633A2/617019, 01633A2/620021.

Carol Coppola  
Carol Coppola, Finance Director/Town Accountant  
01633A2/617019 # 135,074.30  
01633A2/620021 # 84,408.70

CONTRACTOR:

Robert B Our Machine Division LLC

Signed By:

Manager  
Title:

Date:

THE TOWN:

Harwich Board of Selectmen

ATTEST:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CERTIFICATE OF VOTE  
(to be filed if Contractor is a Corporation) *N/A*

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)

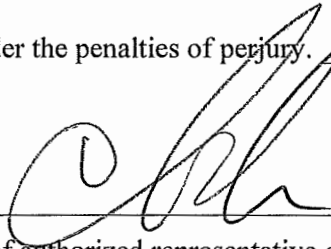
**Chapter 306 of the Acts of 2004  
An Act Relative to the Health and Safety on Construction Projects**

**GENERAL CONTRACTOR'S OSHA CERTIFICATION**

Robert B. Our Marine Div. LLC (Name of General Bidder) hereby certifies that it, and all its subcontractors who are not filed subbidders shall:

certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is a least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Signed under the penalties of perjury. 11-13-20 (date)



\_\_\_\_\_  
Signature of authorized representative of contractor

Christopher W. Our, Manager

## INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on this contract until the insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workman's Compensation Insurance as required by applicable State or Local law for all of his employees and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor's Workman's Compensation Insurance.

(b) Contractors's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified below.

(c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his subcontractor's to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified below, or (2) ensure the activities of his policy, specified in subparagraph (b) hereof.

(d) Proof of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner".

Contractor's and Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance.

As required under paragraph 4 of the General Condition, the Contractor's Public Liability Insurance and Vehicle Insurance shall be in an amount not less than \$1,000,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount of not less than \$500,000.00.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called  
(Corporation, Partnership, of Individual)

PRINCIPAL, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto TOWN OF HARWICH, A MUNICIPAL CORPORATION, IN BARNSTABLE COUNTY, MASSACHUSETTS hereinafter called OWNER, in the total aggregate penal sum of (100% OF TOTAL BID AMOUNT) \$ \_\_\_\_\_

( \_\_\_\_\_ Dollars)  
(words)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part hereof for the services of:

**RECONSTRUCTION OF THE ROUND COVE BOAT RAMP - TOWN OF HARWICH**

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL, or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for the value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in the BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDE FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal Secretary)



(SEAL)

BY:

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Witness as to Surety)

BY:

\_\_\_\_\_  
(Attorney in-fact)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Massachusetts.

**LABOR AND MATERIALS BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called  
(Corporation, Partnership, of Individual)

PRINCIPAL, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto TOWN OF HARWICH, A MUNICIPAL CORPORATION, IN BARNSTABLE COUNTY, MASSACHUSETTS hereinafter called OWNER, in the total aggregate penal sum of (100% OF TOTAL BID AMOUNT) \$ \_\_\_\_\_

( \_\_\_\_\_ Dollars)  
(words)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part hereof for the services of:

**RECONSTRUCTION OF THE ROUND COVE BOAT RAMP- TOWN OF HARWICH**

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK and all insurance premiums on said WORK, and for all labor cost incurred in such WORK, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL, or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for the value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in the BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDE FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

BY:

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Witness as to Surety)

BY:

\_\_\_\_\_  
(Attorney in-fact)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Massachusetts.



ROBEBOU-01

MVERTENTES

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 222 Milliken Boulevard Fall River, MA 02721	CONTACT NAME: Catherine Lawrence
	PHONE (A/C, No, Ext): (508) 235-2207 FAX (A/C, No):
	E-MAIL ADDRESS: catherine.lawrence@hubinternational.com
INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED	INSURER A : New York Marine & General Insurance 16608
Robert B. Our Marine Division LLC/Robert B Our Co Inc. 24 Great Western Road P.O. Box 1539 Harwich, MA 02645	INSURER B : Firemen's Insurance Company of Washington, D.C. 21784
	INSURER C : Starr Indemnity and Liability 38318
	INSURER D : Lloyd's of London 15792
	INSURER E :
	INSURER F :

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired & Non-owned Au <input checked="" type="checkbox"/> Marine General Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ML201900001971	1/23/2020	1/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MAA1301440-28	12/1/2019	12/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC202000016192	1/23/2020	1/23/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Ocean Marine -HULL-			MASIHBN00022920	1/23/2020	1/23/2021	P&I Incl. Jones Act \$ 1,000,000
D	Maritime Employers L			B0702ML9004200	1/23/2020	1/23/2021	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Re-Construction of round cove boat ramp

Town of Harwich, Massachusetts, is an additional insured with respects to operations of the named insured when required by executed contract prior to the loss/claim.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Harwich  
732 Main Street  
Harwich, MA 02645

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Handwritten Signature*



## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> HUB International New England	<b>License #</b> 1780862	<b>NAMED INSURED</b> Robert B. Our Marine Division LLC/Robert B Our Co Inc. 24 Great Western Road P.O. Box 1539 Harwich, MA 02645
<b>POLICY NUMBER</b> SEE PAGE 1		
<b>CARRIER</b> SEE PAGE 1	<b>NAIC CODE</b> SEE P 1	<b>EFFECTIVE DATE:</b> SEE PAGE 1

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

#### additional policies

Workers' Compensation policy includes  
 Longshoremen and Harborworkers Coverage

Hull Coverage- Collision & Towers included  
 on policy # MASIHBN0002290

#### Additional Coverage

Pollution  
 Carrier: WQIS  
 Policy # 5180677  
 Term: 1/23/2020-1/23/2021  
 Limit: \$5,000,000

#### Excess Over All Marine Policies

Navigators  
 Policy # NY19LIA15540902  
 Term: 1/23/2020-1/23/2021  
 Limit: \$5,000,000

#### Excess Over All Marine Policies

Starr Marine  
 Policy # MASILBN00054320  
 Term: 1/23/2020-1/23/2021  
 Limit: \$10,000,000

#### Inland Marine- Equipment

Carrier: Acadia Insurance Co  
 Policy # CIM518214-16  
 term: 12/01/2020-12/01/2021  
 Leased Rented Limit: \$500,000  
 Deductible \$5,000

#### Professional Liability

Ironshore Specialty Insurance Co  
 Policy #DCP7BAB0PFQ001  
 term : 6/04/2020-6/04/2021  
 \$2,000,000 Each Claim/\$2,000,000 Aggregate

#### Contractors Pollution Liability Coverage

Carrier: Illinois Union  
 Policy # CPYG27416676003  
 Term: 12/01/2019-12/01/2021  
 \$2,000,000 Each Pollution Condition \$2,000,000 Aggregate

Bond No. 9343525

# Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Robert B. Our Marine Division, LLC  
24 Great Western Road  
Harwich, MA 02645

**SURETY:**

Fidelity and Deposit Company of Maryland  
1299 Zurich Way  
Schaumburg, IL 60196

**OWNER (Name and Address):**

Town of Harwich  
732 Main Street  
Harwich, MA 02645

**CONSTRUCTION CONTRACT**

Date: \_\_\_\_\_  
Amount: \$ 219,483.00  
Two Hundred Nineteen Thousand Four Hundred Eighty Three and 00/100 Dollars

Description (Name and Location):  
Round Cove Boat Ramp Reconstruction

**BOND:**

Date: \_\_\_\_\_ (Not earlier than Construction Contract Date)  
Amount: \$219,483.00  
Two Hundred Nineteen Thousand Four Hundred Eighty Three and 00/100 Dollars

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company  
Robert B. Our Marine Division, LLC  
Signature: *Christopher Our*  
Name: Christopher Our  
Title: Member

**SURETY**

Company  
Fidelity and Deposit Company, Inc.  
Signature: *Anne M. Higginbottom*  
Name: Anne M. Higginbottom  
Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond)

FOR INFORMATION ONLY – Name, address and telephone

AGENT OR BROKER:  
HUB International New England LLC  
PO Box 3220  
Fall River, MA 02720

OWNER'S REPRESENTATIVE:  
(Architect, Engineer or other party)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless, the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Section 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the



commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **14. DEFINITIONS**

- 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

CONTRACTOR AS PRINCIPAL

SURETY

Company

Robert B. O'Quinn Marine Division LLC

Signature:

Christopher O'Quinn

Name:

member

Title:

Company

Signature:

Name:

Title:

Bond No.: 9343525

# Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**  
Robert B. Our Marine Division, LLC  
24 Great Western Road  
Harwich, MA 02645

**SURETY:**  
Fidelity and Deposit Company of Maryland  
100 High Street, Suite 1400  
Boston, MA 02110

**OWNER (Name and Address):**  
Town of Harwich  
732 Main Street  
Harwich, MA 02645

## CONSTRUCTION CONTRACT

Date: \_\_\_\_\_  
Amount: \$ 219,483.00  
Two Hundred Nineteen Thousand Four Hundred Eighty Three and 00/100 Dollars

Description (Name and Location):  
Round Cove Boat Ramp Reconstruction  
\_\_\_\_\_  
\_\_\_\_\_

**BOND:**  
Date: \_\_\_\_\_ (Not earlier than Construction Contract Date)  
Amount: \$ 219,483.00  
Two Hundred Nineteen Thousand Four Hundred Eighty Three and 00/100 Dollars

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**  
Company: \_\_\_\_\_ (Corporate Seal)  
Robert B. Our Marine Division, LLC  
Signature: \_\_\_\_\_  
Name: Christopher Our  
Title: Member  
(Any additional signatures appear on the last page of this Payment Bond)

**SURETY**  
Company: \_\_\_\_\_ (Corporate Seal)  
Fidelity and Deposit Company of Maryland  
Signature: Anne M. Higginbottom  
Name: Anne M. Higginbottom  
Title: Attorney-in-Fact



(FOR INFORMATION ONLY - Name, address and telephone)

**AGENT OR BROKER:**  
HUB International New England LLC  
PO Box 3220  
Fall River, MA 02720

**OWNER'S REPRESENTATIVE:**  
(Architect, Engineer or other party):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
5. The Surety's obligation to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants, who do not have a direct contract with the Contractor
    - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - .2 have sent a Claim to the Surety (at the address described in Section 13)
  - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
6. If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligations to furnish a written notice of non-payment under Section 5.1.1.
7. When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any disputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of

the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs, or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16 DEFINITIONS

16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or furnished or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the claim.

16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for a which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3. **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the Agreement and the Contract Documents.

16.4. **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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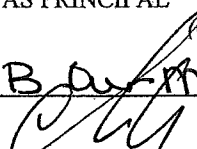
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*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

CONTRACTOR AS PRINCIPAL	SURETY
Company: _____ (Corporate Seal)	Company: _____ (Corporate Seal)
<u>Robert B. Ours Marine Division LLC</u>	
Signature: <u></u>	Signature: _____
Name: <u>Christopher Ours</u>	Name: _____
Title: <u>member</u>	Title: _____

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**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William L. LABBE, Alyssa Richelle MICHAEL, Anne M. HIGGINBOTTOM, Catherine H. LAWRENCE and John J. FEITELBERG, all of Fall River, Massachusetts**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of February, A.D. 2020.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 21<sup>st</sup> day of February, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By- Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 .



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577





**ADDENDUM**  
**Electronic Seals Approved for Surety Bonds**

To ensure business continuity during the COVID-19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

**Zurich American Insurance Company**  
**Fidelity and Deposit Company of Maryland**  
**Colonial American Insurance Company**

A handwritten signature in black ink, appearing to read 'R. Murray', is written above a horizontal line.

**Robert D. Murray**  
Executive Vice President  
Head of Surety



FORM OF GENERAL BID

Bid of Robert B. Ovrco Inc (hereinafter called "Bidder")\*

- a corporation, organized and existing under the laws of the state of Massachusetts
- a partnership
- a joint venture
- an individual  
doing business as \_\_\_\_\_

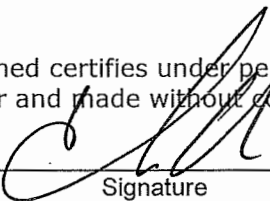
To the Town of Harwich, Massachusetts (hereinafter called "Owner").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as ROUND COVE BOAT RAMP RECONSTRUCTION, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project by **December 31, 2020.** The Bidder further agrees to pay as liquidated damages the sum of Eight Hundred and Fifty (\$850) Dollars for each consecutive calendar day thereafter that the work is not complete.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person.

BY:  March 26, 2020  
Signature Date

Christopher W. Our President  
Type of Print Name Title

Robert B Our Co. Inc  
Business Name

24 Great Western Rd Harwich MA 02645  
Business Address City State Zip Code

508-432-0530 508-432-7057  
Business Phone Business Fax

Ktrombly@robertb.our.com  
Email Address

Seal (If by Corporation):

Bidder acknowledges receipt of the following addenda:

No. 1 Dated: March 20, 2020

No. \_\_\_\_\_ Dated:

No. \_\_\_\_\_ Dated:

No. \_\_\_\_\_ Dated:

**The Bidder agrees to perform the work described in the specifications and shown on the plans for the following contract price:**

**Reconstruction of Round Cove Boat Ramp:**

\$ 219,483.00  
Two hundred nineteen thousand  
four hundred eighty three dollars

and zero cents

**Estimated Time of Completion (weather permitting) 40 working Days**

**Substantial completion must be by December 31, 2020**

All entries shall be made clearly in ink or typewritten. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

The above price shall include all labor, materials, permitting, overhead, profit, insurance, etc to cover the finished work.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including the General Laws Chapter 30, Section 39M, and Chapter 149 as amended.

The contract will be awarded to the lowest responsible and eligible bidder who has demonstrated experience with this type of historic timber restoration.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid the Bidder will execute the formal Contract of Agreement with the Owner.

Bid security is attached in the sum of five percent (5%) of the total bid. The bid security may become the property of the Owner in the event that the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and payment bond both in an amount equal to one hundred (100%) of the contract price.

**UNIT PRICE BID FORM**  
**REVISED – ADDENDUM 1**

Item No.	Payment Clause No.	Est. Qty.	Item of Work and Unit Price Written in Words	Unit Price in figures		Total Amount in figures	
				Dollars	Cents	Dollars	Cents
1	02000-01	1 LS	Mobilization <i>Twelve thousand five at <del>hundred thirty</del> dollars Dollars and Cents/ <del>and zero cents</del></i>	12,530	00	12,530	00
2	02000-02	1 LS	Site Preparation <i>Ninety two thousand six hundred dollars at <u>and zero cents</u> Dollars and Cents/</i>	92,600	00	92,600	00
3	02000-03	3 CY	Test Pits <i>Two hundred thirty at <u>seven dollars and zero</u> Dollars and Cents/ <u>cents</u></i>	237	00	711	00
4	02110-01	1 LS	Boat Ramp Demolition <i>Four thousand one hundred two dollars at <u>and zero cents</u> Dollars and Cents/</i>	4,102	00	4,102	00
5	02110-01	17 LF	Area 1 Wall Demolition <i>One hundred thirty at <u>dollars and zero</u> Dollars and Cents/ <u>cents</u></i>	130	00	2,210	00
6	02110-02	23 LF	Area 2 Wall Demolition <i>Two hundred eighty at <u>nine dollars and zero</u> Dollars and Cents/ <u>cents</u></i>	289	00	6,647	00
7	02210-01	15 CY	Gravel Parking Lot <i>Eighty two dollars at <u>and zero cents</u> Dollars and Cents/</i>	82	00	1,230	00
8	02210-02	600 SF	Bituminous Pavement <i>at <u>Ten dollars and zero</u> Dollars and Cents/ <u>cents</u></i>	10	00	6,000	00
9	02512-01	30 SY	GeoGrid <i>Fifty five dollars at <u>and zero cents</u> Dollars and Cents/</i>	55	00	1,650	00

SIMILAR PROJECT EXPERIENCE  
Minimum of Three Required

*see attached*

1. Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contract Value Awarded: \_\_\_\_\_ Final Contract Cost: \_\_\_\_\_  
Specified Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_
2. Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contract Value Awarded: \_\_\_\_\_ Final Contract Cost: \_\_\_\_\_  
Specified Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_
3. Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contract Value Awarded: \_\_\_\_\_ Final Contract Cost: \_\_\_\_\_  
Specified Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

OPTIONAL:

4. Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contract Value Awarded: \_\_\_\_\_ Final Contract Cost: \_\_\_\_\_  
Specified Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_
5. Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contract Value Awarded: \_\_\_\_\_ Final Contract Cost: \_\_\_\_\_  
Specified Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

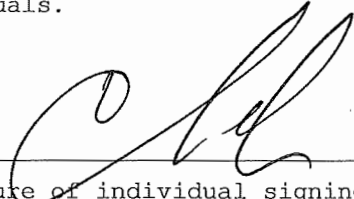
YEAR	JOB CODE	PROJECT NAME	ORIGINAL CONTRACT VALUE	FINAL CONTRACT VALUE	CLASS OF WORK	P.M.	GC OR SUB	OWNER / CUSTOMER	ENGINEER OR OWNER'S REP	DATE OF COMPLETION	PROJECT DESCRIPTION
<b>MARINE</b>											
2019	OH	ONSET PIER PILINGS, FLOATS & GANGWAY REPLC. WAREHAM	\$339,373		MARINE PIER REPAIRS / FLOATS / GANGWAY	MLT / HB	GC	TOWN OF WAREHAM, MA HARBORMASTERS OFFICE 48 Marion Rd. Wareham, MA 02571	G.A.F. ENGINEERING, INC. 268 Main St. Wareham, MA 02571		The project consists of the removal and in-kind replacement / reconstruction of the existing pilings, floats, gangway, and utilities conduits on the west side of Onset Pier located at 184 Onset Avenue in Onset.
2018	PHD	POLPIS HARBOR MAINTENANCE DREDGE NANTUCKET	\$1,375,225		MARINE DREDGING	MLT / HB	GC	TOWN OF NANTUCKET, MA	FOTH / CLE ENGINEERING Christine Player cplayer@cleengineering.com 508-478-0937	Mar-19	Maintenance dredging of an estimated ±10,885 cubic yards (CY) from the Polpis Harbor Entrance Channel using mechanical methods with the upland disposal (stockpiling) of sediments at the designated area located at 3 Shadbush Road off of New South Road, Nantucket, MA
2018	CHA	CHAPOQUOIT SEAWALL AND REVETMENT REPAIRS 2018 FALMOUTH	\$498,750		MARINE SEAWALL & REVETMENT REPAIRS	MLT / HB	GC	TOWN OF FALMOUTH ENGINEERING DEPT. 416 Gifford St Falmouth, MA	SULLIVAN ENGINEERING 7 Parker Rd. Osterville, MA 02655 508-428-3344	May-19	Seawall and Revetment Repairs
2018	GBB	BASS HOLE BOARDWALK REPAIRS YARMOUTH	\$58,500		MARINE BOARDWALK REPAIRS	MLT	GC	TOWN OF YARMOUTH, MA NATURAL RESOURCES DIVISION	COASTAL ENGINEERING Roger Michniewicz rmichniewicz@coastalengineeringcompany.com 508-255-6511	Jul-19	Work under this project consists of the repair / replacement of an eight (8) vertical support pilings and bracing for the observation platform associated with the Bass Hole Boardwalk at Yarmouth Port, MA.
2017		CCA BULKHEAD REPAIRS NEW BEDFORD	\$79,000		MARINE BULKHEAD REPAIRS	MLT	GC	CAPE COD AGGREGATES CORP. 1550 Phinneys Ln. Barnstable, MA 02630		Aug-17	Timber Fender System Repairs
2017		HULL REVETMENT 68 CLIFTON AVE.	\$66,500		MARINE REVETMENT CONSTRUCTION	MLT	GC	CHILTON REDEVELOPMENT CORP. 1165 WASHINGTON ST., BOX 11 HANOVER, MA 02339		Jan-17	Installation of New Stone Revetment
2017	OBP	OAK BLUFFS PIER REPAIRS 2017	\$472,797	\$546,888	MARINE BULKHEAD REPAIRS	MLT	GC	WOODS HOLE, MARTHA'S VINEYARD & NANTUCKET STEAMSHIP AUTHORITY 1 Railroad Ave. Woods Hole, MA 02543	CHILDS ENGINEERING 34 William Way Bellingham, MA 02019 508-966-9082	Aug-18	Pier Repairs
2017	SPD	SARGENT POND DREDGE BROOKLINE	\$1,950,000	\$2,141,008	DEWATERING / DRY DREDGING	CT	GC	SARGENT ROAD TRUST C/O American Properties Team, Inc. 500 W. Cummings Park, Suite 6050 Woburn, MA 01801 Karta Kelley Brenner	CHA CONSULTING, INC. 101 Accord Park Drive Norwell, MA 02061	Oct-18	Dewatering of Work Zone, Stream Diversion, Drain Pond, Dry Dredge and Disposal of 9,600 CY of Material.
2017	VHS	SSA VINEYARD HAVEN SEAWALL REPAIR TISBURY	\$348,325	\$536,164	SEAWALL REPAIR	MT	GC	WOODS HOLE, MARTHA'S VINEYARD & NANTUCKET STEAMSHIP AUTHORITY 1 Railroad Ave. Woods Hole, MA 02543	CHILDS ENGINEERING 34 William Way Bellingham, MA 02019 508-966-9082	Jul-18	Mobilize & Demobilize from Vineyard Haven; Furnish & Install 102 LF of Steel Sheet piling with Concrete Fill; Concrete Crack Repairs on Seawall; Spall Repairs on Concrete Deck; Demolition and Rebuild of 130 LF of Expansion Joint; Change Order for Sidewalk Demo and Replacement; Change Order for Extra Concrete Fill; Change Order for Land Mobilization.
2016	SS	RETVEMENT REPAIR SHINING SEA BIKEWAY FALMOUTH, MA	\$135,000		MARINE REVETMENT CONSTRUCTION	MLT	GC	TOWN OF FALMOUTH ENGINEERING DEPT. 416 Gifford St Falmouth, MA	SULLIVAN ENGINEERING 7 Parker Rd. Osterville, MA 02655 508-428-3344	Nov-16	Stone Revetment Construction, Bike Path Repaving.
2016	HPB	HARWICH PORT BOAT YARD PIER RECONSTRUCTION	\$165,000		MARINE / PIER RECONSTRUCTION	MLT	GC	HARWICH PORT BOAT YARD P.O. BOX 218 HARWICH PORT, MA	COASTAL ENGINEERING Don Munroe	Sep-16	Demolition and Reconstruction of Boat Yard Pier, Remove and Replace Fuel and Electrical Systems.
2016	WM	WRINKLE POINT REVETMENT	\$247,000		MARINE REVETMENT RECONSTRUCTION	MLT	GC	WRINKLE POINT ASSOCIATION 15 Riverhurst Rd. Billerica, MA 01821 878-407-1181	Cape Cod Engineering	TBD	Dismantle and Rebuild an existing stone revetment.
2016	GMD	GATEWAY MARINA MAINTENANCE DREDGING BARNSTABLE, MA	\$617,360		MARINE DREDGING	MLT	GC	TOWN OF BARNSTABLE DPW	CLE ENGINEERING Christine Player cplayer@cleengineering.com 508-478-0937	TBD	Mechanical Dredging w/ offshore disposal of sediments at Cape Cod Bay Disposal Site (CCBDS).
2016	AR	ARTIFICIAL REEF - HARWICH	\$105,450	\$105,450	MARINE	MLT	GC	TOWN OF HARWICH Harbormaster John Rendon 508-430-7532	TOWN OF HARWICH Harbormaster John Rendon 508-430-7532	Mar-16	Construction of an Artificial Fishing Reef off the coast utilizing precast concrete and concrete rubble
2016	BF	HEN COVE DINGHY DOCK REPLACEMENT - BOURNE	\$128,000	\$128,000	MARINE	MLT	GC	TOWN OF BOURNE Director of Natural Resources Tim Mullen 508-759-0800	TOWN OF BOURNE Director of Natural Resources Tim Mullen 508-759-0800	May-16	Furnish and Installation of Piles and Floats
2016	NS	STEEL SHEET BULKHEAD AT 22 EASTON ST. - NANTUCKET	\$387,500	\$387,500	MARINE	MLT	GC	22 EASTON ST NOMINEE TRUST c/o Alfred Sanford	COASTAL ENGINEERING Roger Michniewicz rmichniewicz@coastalengineeringcompany.com 508-255-6511	Sep-16	Removal and Replacement of 300' Steel Sheet Bulkhead with Greenheart Timber Cap. Demo and Disposal of Old Creosote Timber Bulkhead.

YEAR	JOB CODE	PROJECT NAME	ORIGINAL CONTRACT VALUE	FINAL CONTRACT VALUE	CLASS OF WORK	P.M.	GC OR SUB	OWNER / CUSTOMER	ENGINEER OR OWNER'S REP	DATE OF COMPLETION	PROJECT DESCRIPTION
2016	PW	T WHARF RECONSTRUCTION - PLYMOUTH	\$3,399,105		MARINE	MLT	GC	TOWN OF PLYMOUTH Purchasing - Pamela Hagler Pamela Hagler PHagler@townhall.plymouth.ma.us	BOURNE CONSULTING Russell Titmus 508-533-6666 rtitmus@bournece.com	TBD	Demolition and Disposal of Creo Wharf. Installation of Greenheart piles ,precast concrete pile caps and deck planks for a 8000 SF Comercial Pier
2016		HENNESSY DREDGE - WYCHMERE HARBOR - HARWICH	\$66,500	\$66,500	MARINE	MLT	GC	CROSS RIP OCEAN SERVICES, LLC	COASTAL ENGINEERING Roger Michniewicz rmichniewicz@coastalengineeringcompany.com 508-255-6511	May-16	Mechanical Dredging of approximately 800 CY of material with upland disposal.
2016	SA	SSA FAIRHAVEN CORNERS FENDER REPLACEMENT	\$67,000	\$67,000	MARINE	MLT	GC	STEAMSHIP AUTHORITY Procurement Officer Peggy Nickerson pnickerson@steamshipauthority.com	STEAMSHIP AUTHORITY	May-16	Removal & Replacement of fender piles at the Fairhaven Maintenance Berthing Slips.
2015	SD	SANDWICH E-DOCK RECONSTRUCTION	\$247,000	\$273,397	MARINE	MT	GC	TOWN OF SANDWICH Harbormaster's Office 508-833-0808	HORSLEY WITTEN GROUP Justin Lamoreux Jlamour@horsleywitten.com 508-833-6600	Oct-15	Demolition and Disposal of Wood Floats and Piles. Installation of new greenheart piles. Assembly and installation of new concrete plats for commercial lobster and off shore fishing vessels. Project also included a upgrade to the electrical and water system.
2014	AH	ALLEN HARBOR BULKHEAD REPL HARWICH		\$408,492	MARINE	MLT	GC	TOWN OF HARWICH Town Engineer Bob Cafarelli rcafarelli@harwich.ma.us	COASTAL ENGINEERING Roger Michniewicz rmichniewicz@coastalengineeringcompany.com 508-255-6511	Aug-14	Removal and Replacement of Steel Sheeting, steel cap and wood curbing system.
2014	JR	NOAA BREAKWATER REPAIRS		\$357,800	MARINE	MLT	GC	US ARMY CORPS OF ENGINEERS Christopher J. Turek Christopher.J.Turek@usace.army.mil	US ARMY CORPS OF ENGINEERS Christopher J. Turek Christopher.J.Turek@usace.army.mil	Oct-14	Dismantle offshore portion of a historic stone jetty and rebuild the inshore portion. Work also consisted of diving, coring holes and concrete work.
2014	MI	MILLWAY PIER REPLACEMENT BARNSTABLE		\$113,490	MARINE	MLT	GC	TOWN OF BARNSTABLE DPW P.M. John Juroc John.Juroc@town.barnstable.ma.us 508-790-6324	TOWN OF BARNSTABLE DPW P.M. John Juroc John.Juroc@town.barnstable.ma.us 508-790-6324	Oct-14	Demolition and Disposal of an existing timber pier. Construction of new timber pier on the same footprint.
2014	HP	WYCHMERE PIER & BULKHEAD RESTORATION - HARWICH		\$1,262,000	MARINE	MLT	GC	TOWN OF HARWICH Town Engineer Bob Cafarelli rcafarelli@harwich.ma.us	BOURNE CONSULTING Kevin Buruchian kburuchian@bournece.com 508-533-6666	Sep-15	Complete demolition and disposal of existing timber pile supported concrete pier. Existing timber bulkheads at parking lot were also demolished. A new commercial fishing pier was constructed with greenheart bearing piles, precast concrete pile caps, precast deck planks and cast-in-place reinforced concrete deck. New floats and gangways were installed as well as new float piles and mooring piles. Parking lot drainage was updated and new asphalt paving placed. Electrical system was completely updated and a new water system was installed. New sheet pile bulkheads with cast-in-place concrete caps were also installed.
2013	EB	EAST BAY EMBAYMENT DREDGE		\$865,006	MARINE DREDGING	MLT	GC	TOWN OF BARNSTABLE DPW P.M. John Juroc John.Juroc@town.barnstable.ma.us 508-790-6324	CLE ENGINEERING Christine Pleyer cpleyer@cleengineering.com 508-478-0937	Jun-14	Hydraulic Dredging of approx. 5,500 CY of material with upland dewatering into geotubes with upland disposal of sediments.
2013	PR	CHAPAQUOIT PIER REPAIRS - W.FALMOUTH		\$188,738	MARINE	MLT	GC	CHAPAQUOIT ASSOCIATES C/O JOHNATHAN HARLEY, PRESIDENT 9 WHITE TERRACE MIDDLETOWN, RI 02842	HOLMES & McGRATH 508-548-3564		Concrete widening of a walkway on a stone jetty with new rails and posts also added. Furnish & install rip-rap at offshore end.
2013	RR	CHAPAQUOIT REVETMENT REPAIRS - W. FALMOUTH		\$217,437	MARINE REVTMENT / RECONSTRUCTION	MLT	GC	CHAPAQUOIT ASSOCIATES C/O JOHNATHAN HARLEY, PRESIDENT 9 WHITE TERRACE MIDDLETOWN, RI 02842	HOLMES & McGRATH 508-548-3564		Dismantle and Rebuild portion of an existing revetment with chink stones added throughout. Construct new H.D. stairs.
2013	SB	SANDWICH BEACH NOURISHMENT		\$160,000	MARINE BEACH NOURISHMENT	ALA	GC	PRIVATE	GC - GEORGE GILLMORE		
2012	AM	ALLEN HARBOR		\$61,600	MARINE	MLT	GC	ALLEN HARBOR MARINE SRV. INC.	ALLEN HARBOR MARINE SRV. INC.		Remove and Rebuild existing float piles for town dredge project.
2012	AR	MASHNEE DYKE		\$71,990	MARINE DYKE REPAIR	MLT	GC	U.S. ARMY CORPS OF ENGINEERS	U.S. ARMY CORPS OF ENGINEERS		Sand nourishment on slopes of man made dike.
2012	AY	ALLEN HARBOR YACHT CLUB		\$121,075	MARINE PILE DRIVING	MLT	GC	ALLEN HARBOR YACHT CLUB	ALLEN HARBOR YACHT CLUB		Remove and Re-Drive existing float piles; floats removed and reset. Water and Electrical upgrades.



CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.



(Signature of individual signing bid or proposal)

Christopher W. Our  
President

Robert B. Our Co. Inc

(Name of Company)

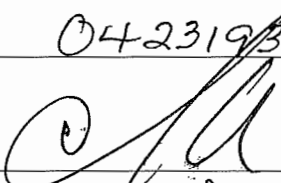
STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security or Federal  
Identification Number

042319318

Signature of individual  
signing bid or proposal



Christopher W. Our, President

# AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Robert B. Our Co., Inc.

24 Great Western Road

Harwich, MA 02645

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland

100 High Street, Suite 1400

Boston, MA 02110

OWNER (Name, legal status and address):

Town of Harwich, MA

732 Main Street

Harwich, MA 02645

Bond Amount: Five Percent of Enclosed Bid (5%)

PROJECT : (Name, location or address, and Project number, if any):

Round Cove Boat Ramp Reconstruction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of March, 2020

Robert B. Our Co., Inc.

(Principal)

(Title)

Fidelity and Deposit Company of Maryland

(Surety)

Anne M. Higginbottom  
(Title) Anne M. Higginbottom, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William L. LABBE, Alyssa Richelle MICHAEL, Anne M. HIGGINBOTTOM, Catherine H. LAWRENCE and John J. FEITELBERG, all of Fall River, Massachusetts, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 21st day of February, A.D. 2020.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 21<sup>st</sup> day of February, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



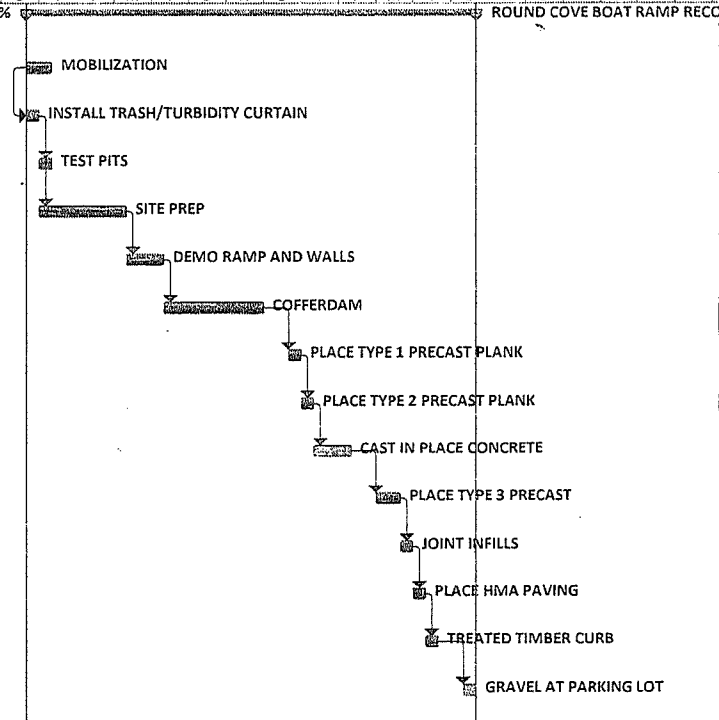
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

Project: Round Cove Boat Ramp Reconstruction  
 Owner: Town of Harwich, MA  
 GC: Robert B. Our Co., Inc.  
 Engineer: GEI Consultants, Inc.

## ROUND COVE BOAT RAMP RECONSTRUCTION HARWICH, MA PROSPECTIVE SCHEDULE 3-27-20



ID	% Complete	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2020																				
								7, '20	Oct 4, '20	Oct 11, '20	Oct 18, '20	Oct 25, '20	Nov 1, '20	Nov 8, '20	Nov 15, '20	Nov 22, '20												
								W	S	T	F	M	T	S	W	S	T	F	M	T	S	W	S	T	F	M	T	
0	0%		ROUND COVE BOAT RAMP RECONSTRUCTION	26 days	Mon 10/5/20	Mon 11/9/20		0%																				
1	0%		MOBILIZATION	2 days	Mon 10/5/20	Tue 10/6/20																						
2	0%		INSTALL TRASH/TURBIDITY CURTAIN	1 day	Mon 10/5/20	Mon 10/5/20	155																					
3	0%		TEST PITS	1 day	Tue 10/6/20	Tue 10/6/20	2																					
4	0%		SITE PREP	5 days	Tue 10/6/20	Mon 10/12/20	2																					
5	0%		DEMO RAMP AND WALLS	3 days	Tue 10/13/20	Thu 10/15/20	4																					
6	0%		COFFERDAM	6 days	Fri 10/16/20	Fri 10/23/20	5																					
7	0%		PLACE TYPE 1 PRECAST PLANK	1 day	Mon 10/26/20	Mon 10/26/20	6																					
8	0%		PLACE TYPE 2 PRECAST PLANK	1 day	Tue 10/27/20	Tue 10/27/20	7																					
9	0%		CAST IN PLACE CONCRETE	3 days	Wed 10/28/20	Fri 10/30/20	8																					
10	0%		PLACE TYPE 3 PRECAST	2 days	Mon 11/2/20	Tue 11/3/20	9																					
11	0%		JOINT INFILLS	1 day	Wed 11/4/20	Wed 11/4/20	10																					
12	0%		PLACE HMA PAVING	1 day	Thu 11/5/20	Thu 11/5/20	11																					
13	0%		TREATED TIMBER CURB	1 day	Fri 11/6/20	Fri 11/6/20	12																					
14	0%		GRAVEL AT PARKING LOT	1 day	Mon 11/9/20	Mon 11/9/20	13																					



Project: ROUND COVE BOAT RAMP Date: Fri 3/27/20	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline
	Split		External Tasks		Inactive Summary		Manual Summary		Progress
	Milestone		External Milestone		Manual Task		Start-only		Finish-only
	Summary		Inactive Task		Duration-only		Finish-only		Finish-only



March 30, 2020  
Project No. 1801714

Mr. John Rendon  
Town of Harwich  
715 Main Street  
Harwich, MA 02646

**RE: Round Cove Boat Ramp Reconstruction**  
**Subj: Review of Submitted Bids – Recommendation of Award**

(GEI #1801714)

Dear Mr. Rendon

This letter outlines a review of the submitted bids for the Round Cove Boat Ramp Reconstruction project. Two bids were received and the table below is a summary:

Contractor	Bid Price
Robert B. Our Co. Inc (RBO)	\$219,483.00
ACK Marine & General Contracting, LLC (ACK)	\$257,525.00

Bid Comparison

1. We understand that the Town currently has an approved construction budget which is less than both bids received but is proposing to seek additional funding at Town Meeting to complete this project. The project will be awarded based on lowest responsive bid depending on approved funding.
2. The lowest responsive bidder was Robert B. Our Co. Inc (RBO).
3. Bids were checked for arithmetic sum and no errors were found.
  - Bids were checked for other discrepancies and RBO did not include a Construction Schedule with their bid. RBO was contacted on 3/27/20 about the missing schedule on 3/27/20 and provided a schedule that same day.
4. Canvass of Bids  
The attached canvass of bids shows:
  - Both bidders are above Engineer's estimate.
  - The two lowest Base Bids are within \$38,042 or 15.7% of one another
  - Unit rates between the two bidders varied significantly on specific items. These items are the main difference between their bids. See below for additional information.

GEI Consultants, Inc.  
124 Grove Street Suite 300  
Franklin MA 02038  
774-277-6001

1. Mobilization
  - RBO has the lower value for this item, approximately 5.7% of the total bid
    - It is expected that RBO have a lower than normal mobilization fee since they are located so close to the project site.
  - ACK value for this item is approximately 11.6% of the total submitted bid
2. Site Preparation
  - ACK was the low bidder on this item at \$85,000
  - RBO had a bid of \$92,600
  - It appears that both contractors are carrying cost to install a coffer dam at the project site under this bid item. RBO's submitted schedule noted installation of a coffer dam.
  - The project was designed using precast concrete components below MLW to avoid having to use a cofferdam.
3. Boat Ramp Demolition
  - RBO is the low bidder on this item
  - Bids on this item varied significantly with RBO bidding \$4,102 and ACK bidding \$35,000.
  - This item is the main difference between the two bidders.
4. Treated Timber Curb
  - ACK has the lower rate for this item, 1/3 of the engineers estimate
  - RBO rate is approximately 4.5x higher than ACK
5. Both RBO and ACK acknowledged Addendum 1 and signed the non-collusion certification form.
6. The project documents request an estimated time of Completion (weather permitting).
  - RBO 40 Days
  - ACK 42 Days

#### Experience and Ability to Perform Work

The Bid Documents also require the bidders to submit evidence of their experience of jobs with similar size and scope. Similar size should show jobs with similar contract value and similar scope should show experience of boat ramps and marine construction. As part of this review, the submitted experience was reviewed to determine if the contractors provided evidence of their ability to complete the work.

1. RBO
  - A list of 31 projects was provided
  - Projects ranged in price from \$58,500 to \$3.4 million, with most projects being under \$500,000
  - All projects have a contact person for reference
  - 4 projects include seawall/bulkhead construction
  - GEI has performed 2 recent contracts with RBO (Wychmere Harbor Pier and Plymouth T Wharf) and RBO has proven to be a competent marine contractor.

2. ACK

- Provided an extensive list of projects showing experience with all different aspects of marine construction including bulkheads and seawalls
- Project contract values varied from small to large projects.
- GEI has performed 3 contracts with ACK within the last year and ACK has proven to be a competent marine contractor.

Summary

The apparent low bidder is RBO with a bid price of \$219,483. The RBO bid is approximately \$38,000 lower than ACK's bid.

No arithmetic errors were found in either of the two bids received.

Both bidders included the correct General Bid Form and a Project Schedule.

Both bidders provided the necessary acknowledgment of Addendum 1 and include a certification of non-collusion.

Bidders were required to provide evidence of projects of similar size and scope of work.

- Both bidders included projects equal or higher in value with their bids.
  1. RBO included a list of 31 projects showing experience in a variety of marine construction applications
- ACK provided an extensive list of projects showing experience in a variety of marine construction applications

Based on the above stated information, we recommend award of the contract to Robert B. Our Co. Inc.

If you have any questions, please feel free to contact Dan at 774-277-6007 or Russell at 74-277-6003.

Sincerely,

GEI CONSULTANTS, INC.



Russell J. Titmuss, P.E.  
Senior Project Manager



Daniel J. Ciaramicoli, EIT  
Project Engineer

CC: KDB

Enclosures

B:\Working\HARWICH MA\1801714 Round Cove Ramp Permit\Bid Phase\Bid Award\LTR 032720 Recommendation of Award.docx

**OFFICE OF THE TOWN ADMINISTRATOR**

Joseph F. Powers, *Interim Town Administrator*

Phone (508) 430-7513


Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



# MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Interim  Town Administrator

CC: Griffin Ryder, Town Engineer (Procurement)

RE: Construction and Demolition Trailers Contract with KNL Holdings LLC for \$145,300.00

DATE: November 16, 2020

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This memorandum corresponds to *Contracts Agenda Item D. Discussion and possible vote for the Board of Selectmen to execute Construction and Demolition Trailers Contract with KNL Holdings LLC for \$145,300.00.*

The attached materials outline the specifics of the purchase as well as confirmation of the procurement process

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





# MEMO

TO: Joseph F. Powers, Interim Town Administrator

FROM: Griffin Ryder, <sup>GJR</sup> Town Engineer

CC: Carol Coppola – Finance Director/Town Accountant  
Lincoln Hooper – Department of Public Works Director

RE: Town of Harwich and KNL Holdings LLC Contract Agreement

DATE: November 13, 2020

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Please find the attached Contract Agreement between the Town of Harwich and KNL Holdings LLC for the procurement of two (2) construction and demolition trailers for the Department of Public Works for signature by the Board of Selectmen.

The Interim Assistant Town Administrator, Robert Lawton and the Vehicle Maintenance Manager, Kyle Edson, and I worked collaboratively on the procurement of the construction and demolition trailers. Following an invitation for bids public bid process KNL Holdings LLC was determined to be the successful bidder.

The contract form is based on the KP Law 30B Supplies Invitation for Bid Contract Template and the Finance Director has confirmed the availability of funds and the source on the attached Procurement Checklist and Approval Form.

Based on procurement laws, I recommend that the Board of Selectmen execute the contract with KNL Holdings LLC for the purchase of two (2) construction and demolition trailers for \$145,300.00.

## TOWN OF HARWICH

### Invitation for Bids For Construction and Demolition Trailers

#### I. General Information and Bid Submission Requirements.

The Town of Harwich, acting by and through its Board of Selectmen, is soliciting sealed bids for Construction and Demolition Trailers. The delivery date shall be no later than April 15, 2021 to the Town of Harwich Department of Public Works. The contract awarded pursuant to this Invitation for Bids, IFB, shall be for fiscal year 2021. A specific purchase description is included as **Attachment A**.

Sealed bids shall be submitted to the Office of the Town Administrator, Town Hall, 732 Main Street, Town Hall, Harwich, MA, 02645 on or before 2 PM, Thursday, October 15, 2020, at which time all bids shall be opened publicly via a virtual meeting hosted by the Town of Harwich. The information for the public bid opening virtual meeting is included as **Attachment B**. If, at the time of the scheduled opening, the Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or unforeseen building closure, the bid opening will be postponed until 2 PM on the next business day on which the Town Hall is opened for business. Bids will be accepted until that date and time.

A bidder shall submit one copy of its bid in a sealed envelope, clearly marked on its face with the bidder's name, address, e-mail address, and the bid title: "Town of Harwich Construction and Demolition Trailers Bid Submission". Bids must be received in the appropriate office as indicated above prior to the submission deadline. The Town shall not be responsible for the inadvertent opening of any bid not appropriately identified as required prior to the submission deadline. The bidder shall be solely responsible for the timely delivery of its bid. Bids shall be submitted on the Bid Form attached to this Invitation for Bids (IFB) as **Attachment C**. The Bid Form must be signed as follows: 1) if the bidder is an individual, by him/her personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate sealed affixed to the Certificate of Vote included in this IFB.

A bidder may correct, modify, or withdraw a previously submitted bid by written notice received in the Town Administrator's office at the address indicated above prior to the time and date for the opening of bids. Bid modifications must be submitted in a sealed envelope clearly marked, with the bidder's name and address and the bid title "Town of Harwich Construction and Demolition Trailers Bid Submission – **Modification No. \_\_\_**".

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the bidder will be permitted to correct them. If a mistake and the intended bid are clearly evident on the face of the Bid Form, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw its bid if a

mistake is clearly evident on the face of the Bid Form, but the intended correct bid is not similarly evident.

The contract will be awarded within thirty (30) days after the bid opening. The time for the award may be extended for up to forty-five (45) additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder. All bid prices submitted in response to this IFB must remain firm for thirty (30) days following bid opening, and for any extension of the time for award of the contract as provided above.

Questions concerning the terms of this IFB, must be submitted in writing by mail or e-mail to: the Town Engineer at the address stated above or via e-mail: [gryder@town.harwich.ma.us](mailto:gryder@town.harwich.ma.us) before 4:00 PM on Thursday, October 8, 2020. Responses to any such questions will be issued as an Addendum to this IFB and will be mailed or e-mailed to all parties who have requested a copy of this IFB.

Each bid submission shall contain the Bid Form (**Attachment B**), a Certificate of Non-Collusion (**Attachment D**), a Tax Compliance Certificate (**Attachment E**) and a Certificate of Vote (corporate bidders only) (**Attachment F**).

The successful bidder must execute the contract within ten (10) days of the Town's delivery of the contract in substantially the form attached hereto as **Attachment G**. In the event the successful bidder fails to execute the contract in a timely manner, the Town reserves the right to rescind the award, and to make a new award to the next lowest bidder.

## **II. Purchase Description**

The Town is soliciting bids for Construction and Demolition Trailers, more specifically described in **Attachment A**.

In general, any proprietary or brand name designation included in **Attachment A** is an indication of the quality required by the Town and is not intended to limit competition in any way. Bidders may fulfill the requirements of this IFB by providing an alternate supply of equal quality and performance. Determination of the equality of an alternate brand of supply shall be in the sole determination of the Town. Proprietary or brand name supplies marked with an asterisk in **Attachment A** indicate those supplies for which a particular brand name or proprietary product is required by manufacturer's specification or other requirements of the Town, and no "or equal" substitution shall be allowed in those instances. The successful bidder shall invoice the Town on a monthly basis for all supplies delivered pursuant to the contract, or in the case of supplies provided on an as-needed basis in response to a purchase order issued by the Town, within 30 days of delivery of the supplies. Each invoice shall include a copy of each purchase order, a listing of the supplies actually delivered, the price for each item and the appropriate discount, if any. The Town shall pay such invoices within 30 days of submission to the Town.

The successful bidder shall obtain and maintain during the term of the contract Workers' Compensation insurance as required by the laws of the Commonwealth of Massachusetts. The successful bidder shall also provide General Liability insurance for personal injury, including death, in an amount not less than \$1,000,000 per occurrence and property damage coverage of not less than \$500,000 per occurrence, or \$1,000,000 in the aggregate. All insurers providing coverage pursuant to the contract shall be companies licensed to do business in the Commonwealth of

Massachusetts, and acceptable to the Town. All policies shall identify the Town and the Town as additional insured (except Workers' Compensation) and shall provide that the Town and Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation of coverage. Certificates evidencing all such coverages shall be provided to the Town upon the execution of the contract. Each such certificate shall specifically refer to the contract and shall state that such insurance is as required by the contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of the contract and shall be grounds for immediate termination at the discretion of the Town.

### **III. Rule for Award**

The Town reserves the right to award one or more contracts under this IFB based on either an item-by-item basis, by individual classifications of supplies, or on the basis of the overall lowest price so as to provide the Town with the most economical pricing structure taking into account the cost of administering multiple contracts as opposed to a single contract.

**ATTACHMENT A**

**PURCHASE DESCRIPTION**

**ATTACHMENT A**

**C&D TRAILER SPEC SHEET**

DESCRIPTION	MINIMUM SPECIFICATION REQUIRED	SPECIFICATION OF UNIT(S) OFFERED
Quantity	Two (2)	✓
Length	45'	✓
Width (Overall)	102"	✓
Sides	100" x 10 Gauge Full Length	✓
Top Rail	3" x 4" x 3/16" Tube Driver Side - 3" x 4" x 3/8" Tube Curb Side	✓
Angle Top Rail	4" x 4" x 1/4" Capped	✓
Side Posts	6" Wide Formed Channel on 24" Centers	✓
Box Bracing	No	✓
Cleaner Plates	Outside (X)	✓
Tarp System *	Cramaro Lift N Load Flip Tarp - Hinged on Driver Side	✓
Tarp Material	Mesh	✓
Floor	3/16" Hardox Full Length	✓
Crossmembers	4" Jr. I-Beams on 12" Centers - 4" Structural I-Beam over Suspension	✓
Blade	3/16" Face	✓
Hook & Roller Guide	Yes	✓
Cylinder	9" X 6 Stage (120,000#)	✓
Mid Cylinder Support	Yes	✓
Tailgate	Barn Door, Hinged on Curb Side w/ Center Ladder	✓
Bulkhead	No	✓
Ladder	Rung-Style Ladder on Driver Side Bulkhead	✓
Catwalk	STD - Full Width - Flush Mount Front	✓
Longitudinals	10" x 15# / Ft. I-Beam Rear to Landing Gear	✓
Axles	5" Round x 5/8" Wall / 25,000# Capacity / 77 1/2" Track	✓
Brakes	16 1/2" x 7" Air w/ Auto Slack Adjusters	✓
Anti-lock System	2S/1M ABS	✓
Wheels	10 Stud Hubs. Outboard Drums (Hub Piloted, Uni-Mount)	✓
Rims	8.25" x 24.5" Steel Disc	✓
Tires *	Goodyear G316 11R 24.5" 14 Ply Radials	✓
Suspension *	Hutch CH-9700	✓
Lift Axle(s)	No	✓
King Pin	36" Setting on 3/8" Plate	✓

DESCRIPTION	MINIMUM SPECIFICATION REQUIRED	SPECIFICATION OF UNIT(S) OFFERED
Landing Gear *	Holland Mark V, Two Speed, Heavy Duty, Driver Side Crank	✓
Tire Carrier	Yes	✓
Lights *	Truck-Lite LED Sealed System w/ Screen Over Tail Lights, Arrow Midturns	✓
Mud Flaps	Rubber Rear, Steel Front	✓
Bumper	I.C.C. / Pusher Bumper with Tow Hooks (2) - 3/8" Tubing	✓
Hydraulic Fittings	5100-S5-16B (Pressure) / (2) 5100-S2-20B (Return)	✓
Hydraulic Hoses	1" x 108" (Pressure) / (2) 1 1/4" x 108" (Return)	✓
Oil Tank (Filter & Oil)	No	✓
Paint	Grey w/ Black Chassis Undercoating	✓
Options		
	1" x 17" x 17" L Bracket on Rear Corners	✓
	Hinged Rear Spreader Bar	✓
	Tube Across Front of Trailer for Tarp	✓

**ATTACHMENT B**

**BID OPENING VIRTUAL MEETING INFORMATION**



Received on  
10/14/2020

**TOWN OF HARWICH**

CONSTRUCTION AND DEMOLITION TRAILERS  
FOR THE DIVISION OF HIGHWAYS & MAINTENANCE

**ADDENDUM NO. 1**

**October 14, 2020**

The attention of bidders submitting bids for the subject project:

CONSTRUCTION AND DEMOLITION TRAILERS INVITATION FOR BIDS (IFB)

are called to the following addendum. The items set forth herein, whether of omission, addition, substitution or clarification are all to be included in and form a part of the proposal submitted.

**Bidders shall confirm receipt of Addendum 1 in their submittal.**

It has come to our attention that there may need to be more lead time in order to properly submit for this IFB as well as additional information as listed below.

1. The Town is *extending the IFB Deadline date of the project from Thursday, October 15, 2020 at 2:00pm to Monday, October 26, 2020 at 2:00pm*. The Bid opening will be conducted publicly via a virtual GoTo Meeting. Instructions for the virtual meeting are included in the revised Attachment B, Bid Opening Virtual Meeting Information.

2. Questions Submitted and Answers Provided (below):

*Q: "Is the Town of Harwich required to pay State Sales Tax and/or Federal Excise Tax (FET)?"*

*A: No, the Town of Harwich is not required to pay State Sales Tax and/or Federal Excise Tax.*

3. All additional questions (if any) shall be submitted in writing and sent by email to [gryder@town.harwich.ma.us](mailto:gryder@town.harwich.ma.us) by close of business (4:00pm) on Friday, October 16, 2020.

**ATTACHMENT B**  
**BID OPENING VIRTUAL MEETING INFORMATION**

**Construction and Demolition Trailer Bid Opening**  
Mon, Oct 26, 2020 2:00 PM - 3:00 PM (EDT)

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

<https://global.gotomeeting.com/join/641230637>

**You can also dial in using your phone.**

United States: [+1 \(872\) 240-3212](tel:+18722403212)

**Access Code:** 641-230-637

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/641230637>

**\*\*\* END OF ADDENDUM #1 \*\*\***

**ATTACHMENT C**

**BID FORM**

**TOWN OF HARWICH**  
**CONSTRUCTION AND DEMOLITION TRAILERS**

**Bid Form**

The company referenced below agrees to furnish Construction and Demolition Trailers as indicated in this Invitation for Bid for the Price indicated below.

\$ 145,300.<sup>00</sup> (in number values) One hundred forty-five thousand three hundred dollars (in written words)

for 2 Construction and Demolition Trailers

*This price is for both trailers and delivery for both trailers*

KNL Holdings LLC - Steco  
Company Name  
PO Box 760  
Address

*Dustin Williams* Sales Manager  
Authorized Signatory & Title  
Dustin Williams  
Printed Name

Paragould, AR 72451

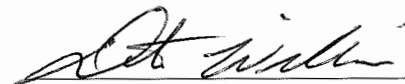
870-236-1153 Alternate Contact Name/Number \_\_\_\_\_  
Telephone #

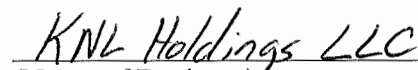
Corporate Seal

**ATTACHMENT D**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

  
\_\_\_\_\_  
(Signature of person signing the bid)

  
\_\_\_\_\_  
(Name of Business)

ATTACHMENT E

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

Dustin Williams, authorized signatory for

KNL Holdings LLC, do hereby certify under the pains and penalties  
(Name of Contractor)

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.

CONTRACTOR

By:   
(Signature of Authorized Representative)

Title: Sales Manager

Date: 10/14/, 2020

Not a Corporation - N/A

ATTACHMENT F

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_ it was VOTED that:  
(Date)

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

\_\_\_\_\_  
(Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such

\_\_\_\_\_ under seal of the company, shall be valid and binding upon this  
(Officer)

corporation.

A True Copy,

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

PLACE OF BUSINESS: \_\_\_\_\_

\_\_\_\_\_  
DATE OF THIS CERTIFICATE: \_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_  
that \_\_\_\_\_ is the duly elected \_\_\_\_\_ of said  
corporation, and that the above vote has not been amended or rescinded and remains in full force  
and effect as of the date of this contract.

\_\_\_\_\_  
(Clerk)

CORPORATE SEAL:

**ATTACHMENT G**

**CONTRACT**

**AGREEMENT FOR CONSTRUCTION AND DEMOLITION TRAILERS**

The following provisions shall constitute an Agreement between the Town of HARWICH, acting by and through its BOARD OF SELECTMEN, hereinafter referred to as "Town," and KNL HOLDINGS LLC, with an address of P.O. BOX 760 PARAGOULD, AR 72451, hereinafter referred to as "Contractor", effective as of the \_\_\_ day of NOVEMBER, 2020. In consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the Town with (2) TWO C+D Trailers, as set forth in Attachment A.

**ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing \_\_\_\_\_, 201\_\_ through April 15, 2021.

**ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ 145,300.<sup>00</sup>. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

**ARTICLE 4: CONTRACT DOCUMENTS:**

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

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

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



**ARTICLE 5: CONTRACT TERMINATION:**

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

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

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

**ARTICLE 6: INDEMNIFICATION:**

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

**ARTICLE 7: AVAILABILITY OF FUNDS:**

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

**ARTICLE 8: APPLICABLE LAW:**

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

**ARTICLE 9: ASSIGNMENT:**

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

**ARTICLE 10: AMENDMENTS:**

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

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

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

**ARTICLE 12: INSURANCE:**

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

- 1) General Liability of at least \$1,000, Occurrence with a \$3,000,000 Annual Aggregate Limit. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a \$1,000,000
- 3) 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.
- 4) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.

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

**ARTICLE 13: SEVERABILITY:**

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

**ARTICLE 14: ENTIRE AGREEMENT:**

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

**ARTICLE 15: COUNTERPARTS:**

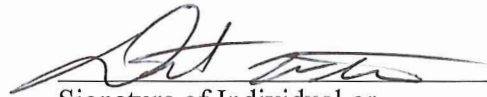
This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

Dustin Williams, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

20-0614486  
Social Security Number or  
Federal Identification Number

  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)


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

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen

  
Dustin Williams Sales Manager  
Printed Name and Title

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

Approved as to Availability of Funds:

Carl Coyne (\$145,300.5)  
Town Accountant      Contract Sum  
709640/HARW/0001

014Z1A2/619019

# STECO STEEL EJECTOR TRAILER

OPEN-TOP

**KNL HOLDINGS / STECO, INC.**  
603 N. 3RD AVE  
PARAGOULD, AR 72450

870-236-7753  
870-239-2130 (FAX)

QUOTE # 0519-ST06-A

DELIVERY DATE: 20 to 22 Weeks from  
receiving signed quote  
with PO

TOWN OF HARWICH  
732 MAIN ST  
HARWICH, MA 02645

CONTACT: KYLE EDSON  
TELEPHONE: 508-430-7572  
FAX:

QUANTITY	TWO (2)
BODY TYPE	SEO45100
LENGTH	45'
WIDTH (OVERALL)	102"
SIDES	100" X 10 GAUGE FULL LENGTH
TOP RAIL	3" X 4" X 3/16" TUBE DR SIDE - 3" X 4" X 3/8" TUBE CURB SIDE
ANGLE TOP RAIL	4" X 4" X 1/4" CAPPED
SIDE POSTS	6" WIDE FORMED CHANNEL ON 24" CENTERS
BOX BRACING	NO
CLEANER PLATES	OUTSIDE (X)                      INSIDE (X)
TARP SYSTEM	CRAMARO LIFT N LOAD FLIP TARP HINGED ON DRIVER SIDE
TARP MATERIAL	MESH
FLOOR	3/16" HARDOX FULL LENGTH
CROSSMEMBERS	4" JR. I-BEAMS ON 12" CENTERS - 4" STRUCTURAL I-BEAM OVER SUSPENSION
BLADE	3/16" FACE
HOOK & ROLLER GUIDE	YES
CYLINDER	9" X 6 STAGE (120,000#)
MID CYLINDER SUPPORT	YES
TAILGATE	BARNDOR, HINGED ON CURBSIDE W/ CENTER LADDER
BULKHEAD	NO
LADDER	RUNG-STYLE LADDER ON DRIVER SIDE BULKHEAD
CATWALK	STD - FULL WIDTH-FLUSH MOUNT FRONT
LONGITUDINALS	10" X 15# / FT. I-BEAM REAR TO LANDING GEAR
AXLES	5" ROUND X 5/8" WALL / 25,000# CAPACITY / 77 1/2" TRACK
BRAKES	16 1/2" X 7" AIR, WITH AUTO SLACK ADJUSTERS
ANTI-LOCK SYSTEM	2S/1M ABS
WHEELS	10 STUD HUBS, OUTBOARD DRUMS (HUB PILOTED, UNI-MOUNT)
RIMS	8.25" X 24.5" STEEL DISC
TIRES	GOODYEAR G316 11R 24.5" 14 PLY RADIALS
SUSPENSION	HUTCH CH-9700
LIFT AXLE(S)	NO
KING PIN	36" SETTING ON 3/8" PLATE
LANDING GEAR	HOLLAND MARK V, TWO SPEED, HEAVY DUTY, DRIVER SIDE CRANK
TIRE CARRIER	YES
LIGHTS	TRUCK-LITE LED SEALED SYSTEM W/ SCREEN OVER TAIL LIGHTS, ARROW MIDTURNS
MUD FLAPS	RUBBER REAR - STEEL FRONT
BUMPER	I.C.C. / PUSHER BUMPER WITH TOW HOOKS (2) - 3/8" TUBING
HYDRUALIC FITTINGS	5100-S5-16B (PRESSURE) / (2) 5100-S2-20B (RETURN)
HYDRAULIC HOSES	1" X 108" (PRESSURE) / (2) 1 1/4" X 108" (RETURN)
OIL TANK (FILTER & OIL)	NO
PAINT	GREY W/ BLACK CHASSIS UNDERCOATING
OPTIONS	
	1"X17" X 17" L BRACKET ON REAR CORNERS
	HINGED REAR SPREADER BAR
	TUBE ACROSS FRONT OF TRAILER FOR TARP

ALL QUOTES SUBJECT TO CHANGE AFTER 10 DAYS

TOTAL W/ OPTIONS	\$69,450.00
FEDERAL EXCISE TAX	\$0.00
FREIGHT (HARWICH, MA)	\$3,200.00
<b>TOTAL ONE UNIT</b>	<b>\$72,650.00</b>
NO. OF UNITS	2
<b>TOTAL PRICE</b>	<b>\$145,300.00</b>
<del>DEPOSIT (10% REQUIRED)</del>	<del>\$14,530.00</del>
<del>BALANCE DUE</del>	<del>\$130,770.00</del>
<b>Balance Due</b>	<b>\$145,300.00</b>

PO NUMBER

*okay*

*EW*

CUSTOMER SIGNATURE INDICATES ORDER ACCEPTANCE AND RECEIPT OF TERMS AND CONDITIONS

*Dustin Williams*  
DUSTIN WILLIAMS

**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Interim Town Administrator*

732 MAIN STREET, HARWICH, MA



# MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, *JF* Interim Town Administrator

CC: Griffin Ryder, Town Engineer (Procurement)

RE: Industrial Protection Services, LLC for the purchase of Self Contained Breathing Apparatus for the Fire Department for \$395,000.00

DATE: November 16, 2020

---

*This memorandum corresponds to Contracts Agenda Item E. Discussion and possible vote for the Board of Selectmen to execute contract with Industrial Protection Services, LLC for the purchase of Self Contained Breathing Apparatus for the Fire Department for \$395,000.00*

The attached materials outline the specifics of the purchase as well as confirmation of the procurement process

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



# MEMO

TO: Joseph F. Powers, Interim Town Administrator

FROM: Griffin Ryder, Town Engineer

CC: Carol Coppola – Finance Director/Town Accountant  
David LeBlanc – Fire Chief

RE: Town of Harwich and Industrial Protection Services, LLC Contract Agreement

DATE: November 13, 2020

---

Please find the attached Contract Agreement between the Town of Harwich and Specialty Vehicles, Inc. for the procurement of Self Contained Breathing Apparatus (SCBA) for the Fire Department for execution by the Board of Selectmen.

The SCBA is being purchased through the Commonwealth of Massachusetts Operational Services Division (OSD) FIR04/04A: Public Safety Equipment, Supplies, Services and Repairs Statewide Contract. The FIR04/04A Contract User Guide is included in the procurement file.

The contract form is based on the KP Law 30B Supplies Contract Template and the Finance Director has confirmed the availability of funds and the source.

Based on procurement laws, I recommended that the Board of Selectmen execute the contract with Industrial Protection Services, LLC for the purchase of SCBA for the Fire Department for \$395,000.00.

Additional information from the Fire Department regarding the procurement is attached.





# HARWICH FIRE DEPARTMENT

## MEMORANDUM

David J. LeBlanc, **Chief of Department**  
Craig W. Thornton, **Deputy Fire Chief**

**Date:** November 5, 2020  
**To:** Procurement  
**From:** David LeBlanc, Chief of Department  
**Subject:** Procurement of SCBA - Grant

**Project:** The Harwich Fire Department was the recipient of a Federal Grant, under the Assistance to Firefighters Grant Program, for \$409,296.36 with a required match of \$20,464.82. This award is for the replacement of the Department's Self Contained Breathing Apparatus and breathing air compressors.

**Description:**

Replace forty two (42) Self Contained Breathing Apparatus. Request includes 42 X3 Pro 5.5 5500psi Self Contained Breathing Apparatus, 84 5500psi 45 minutes cylinders, 42 face pieces.

Purchase 2 RIT III 5.5 5500psi Rapid Intervention Packs, 2 5500psi 60 minutes cylinders.

Replace two (2) breathing air compressors, 1 at Sisson Rd and 1 at Route 39. Both compressors to include breathing air storage and fill stations. Sisson Rd unit to a remote screen for control.

Pricing was requested exceeding the guidance provided in OSD Contract FIR04/FIR04A. There are two vendors which the fire departments deals with and both are able to quote the requested equipment. Pricing was requested from both.

**Vendor 1:** Industrial Protection Services, LLC

**Contact:** Ed Ashleigh [ed@ipp-ips.com](mailto:ed@ipp-ips.com) 603.327.1546

**Additional Information:** None

1) 42 SCBA and 2 RIT Packs	<b>Price:</b> \$301,000.00
2) 2 Breathing Air Compressors	<b>Price:</b> \$94,000.00
	<b>Total:</b> \$395,000.00

**Vendor 2:** Fire Tech and Safety of New England

**Contact:** Jeff Langevin [jlangevin@firetechusa.com](mailto:jlangevin@firetechusa.com) 774.364.1127

**Additional Information:** None

1) 42 SCBA and 2 RIT Packs	<b>Price:</b> \$301,095.00
2) 2 Breathing Air Compressors	<b>Price:</b> \$94,370.00
	<b>Total:</b> \$395,465.16

**Recommendation:** The Fire Department has a long term working relationship with both vendors. We are confident both will execute their obligations as required to satisfy the requirements of the grant program. Both were aggressive in their pricing and attempting to meet the needs of the department.

Industrial Protection Services pricing was less than Fire Tech and Safety. They have maintained the breathing air compressors for the Fire Department for well over 15 years. In that time we have found them to be responsive beyond what is reasonably necessary in repairs, delivery of products and providing loaner equipment when the department was in need.

Based on this information, our recommendation is to execute this procurement using Industrial Protection Services.

**Procurement Method:** Operational Services Division FIR04/FIR04A

**Total Funds:** \$429,761.18

**Source and Amounts:**

\$13,076.00 – Town of Harwich – 2020 ATM Article 11  
\$381,924.00 - Federal Grant – EMW-2019-FG-01568

**Contact/Signatory:**

Industrial Pro Service LLC  
33 Northwestern Dr.  
Salem, NH 03079

Kevin Murphy [kmurphy@ipp-ips.com](mailto:kmurphy@ipp-ips.com)

**Included documentation:**

Award Letter – FEMA  
Vendor 1 quote  
Vendor 2 quote

**FEMA Award Letter**

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

David LeBlanc  
HARWICH, TOWN OF  
175 SISSON ROAD  
HARWICH, MA 02645  
EMW-2019-FG-01568



Dear David LeBlanc,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$409,296.36 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$20,464.82 for a total approved budget of \$429,761.18. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C Logan", is positioned above the typed name of the sender.

Christopher Logan  
Acting Assistant Administrator  
Grant Programs Directorate

# Summary Award Memo

**Program:** Fiscal Year 2019 Assistance to Firefighters Grant

**Recipient:** HARWICH, TOWN OF

**DUNS number:** 069366529

**Award number:** EMW-2019-FG-01568

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

<b>Object Class</b>	<b>Total</b>
Personnel	\$17,470.08
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$412,291.10
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
<hr/>	
Federal	\$409,296.36
Non-federal	\$20,464.82
<hr/>	
Total	\$429,761.18
<hr/>	
Program Income	\$0.00

### **Approved scope of work**

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 AFG NOFO.

**Approved request details:**

### **Personal Protective Equipment (PPE)**

## SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

### DESCRIPTION

(42) 5500 PSI - 45-minute duration Self Contained Breathing Apparatus. Department is currently using 4500 PSI - 30-minute SCBA, however with the change to NFPA standard to low air at 1/3 of air supply and to comply with the NFPA Standard on Air Management of having an alarm free fire ground, the department is changing to the higher pressure, longer duration system in an effort to keep the work time similar to that of our current air packs.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	42	\$7,000.00	\$294,000.00	Equipment

### CHANGE FROM APPLICATION

**Price from \$10,426.00 to \$7,000.00**

### JUSTIFICATION

This reduction is because the cost you requested for SCBA exceeds the average price range calculated from market research and prior awards for the same item

## Additional funding

### DESCRIPTION

Overtime funding for 8 hours of training for each member on new SCBA and compressors. Training to include the use of equipment in simulated conditions to familiarize personnel for operations in real-world circumstances. This training will ensure personnel are completely familiar with the operation of the equipment and also allow them to gain experience under realistic conditions.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$17,470.08	\$17,470.08	Personnel

## Equipment

## **Air Compressor/Cascade/Fill Station (Fixed or Mobile) for filling SCBA**

### DESCRIPTION

Enclosed compressor and fill station for each firehouse. Allow for the refilling of 5500 psi cylinders.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	2	\$55,145.55	\$110,291.10	Equipment

## **RIT Pack/Cylinder**

### DESCRIPTION

(2) 5500 PSI Rapid Intervention packs that are compatible with new SCBA. Currently have one RIT pack assigned to the primary Engine in each station. These would replace that equipment with equipment that can be used with the new SCBA

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	2	\$4,000.00	\$8,000.00	Equipment

### CHANGE FROM APPLICATION

**Price from \$4,756.00 to \$4,000.00**

### JUSTIFICATION

This reduction is because the cost you requested for RIT Packs exceeds the average price range calculated from market research and prior awards for the same item



## **Industrial Protection Services Pricing**



# Sales Order

## Industrial Protection Services, LLC

33 Northwestern Drive Salem, NH 03079  
 125 Roberts Rd, Ste 4, South Portland, ME 04106  
[www.ipp-ips.com](http://www.ipp-ips.com)

Date: 4-Nov-2020

**Bill To:** Chief David LeBlanc  
 Harwich Fire Department  
 175 Sisson Road  
 Harwich, MA  
 508-430-7546 Ext. 4800

**Ship to:** Same as Billing

d.leblanc@harwichfire.com

Salesperson	Shipping Method	Purchase Order No
Ed Ashegh	UPS Gnd	

Qty	Item #	Description	Each Price	Line Total
42	X8915023005A04	X3 PRO 5.5 Snap / SEMS C5 2018ed. SCBA		
42	200970-01	5.5 45 Minute Cyl Snap Change		
42	200970-01	5.5 45 Minute Cyl Snap Change		
42	FP1MK0000000000	Facepiece C5 / Kevlar		
2	200954-35	RIT PAK III Assy 5.5 C5 Visiion Rectus		
2	200972-01	5.5 60 Minute Cyl CGA (RIT)		
1	200266-04	Pak Tracker Hand Held Receiver		
1	200433-01	Pak Tracker Truck Mount Charger		
1	200773-01	RFID Writer Kit		
1	210088-03	USB Gateway SEMS		
5	201279-01	SEMS Tally Tags Red 10 Pack		
Total Package Price			301,000.00	
Price per MA State Bid FIR04				

*Ed Ashegh*

Quoted Freight Charges

Email: [ed@ipp-ips.com](mailto:ed@ipp-ips.com)  
 Cell: 603-327-1546 Fax: 603-458-5958

**\$301,000.00**



# Sales Order

## Industrial Protection Services, LLC

33 Northwestern Drive Salem, NH 03079  
 125 Roberts Rd, Ste 4, South Portland, ME 04106  
[www.ipp-ips.com](http://www.ipp-ips.com)

Date: 4-Nov-2020

**Bill To:** Chief David LeBlanc  
 Harwich Fire Department  
 175 Sisson Road  
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d.leblanc@harwichfire.com

Salesperson	Shipping Method	Purchase Order No
Ed Ashegh	UPS Gnd	

Qty	Item #	Description	Each Price	Line Total
1	CFS 5.5 / 3S	3 Position Fill Station Package		
2	MNR29 / CYL	CO Monitoring System		
4	DOT	6000PSI Storage Tanks Sta 2		
2	VEC13-E3	Vertecon 10HP 3PH 208V 13CFM		
1	CFS 5.5 / 2S	2 Position Fill Station Package		
2	MNR29 / CYL	CO Monitoring System		
2	Securus	Securus DP Monitoring Sys.		
4	HT DOT	Hydro Test and Install Existing Storage With Ver-tecon System @ Headquarters		
1	Shipping	Shipping		
1	Del / Install	Delivery / Install (Does not include Electrical)		
1	Remote HMI	Remote Control of Compressor HQ Unit		
		<b>Total Package Price</b>	<b>\$94,000.00</b>	
		Pricing Per Mass State Bid FIR04		

*Ed Ashegh*

Email: [ed@ipp-ips.com](mailto:ed@ipp-ips.com)  
 Cell: 603-327-1546 Fax: 603-458-5958

Quoted Freight Charges	
	<b>\$94,000.00</b>

**Fire Tech & Safety of New England Pricing**

FIRE TECH & SAFETY OF NEW ENGLAND, INC.  
 100 Business Park Dr., Unit 6  
 Tyngsborough, MA 01879  
 1-800-256-8700 Fax (978) 649-6833



Name / Address
HARWICH FIRE DEPT-MA 175 SISSON RD HARWICH, MA 02645

## Estimate

Date	Quote #
11/2/2020	191047
Valid for 30 Days	



Project	Terms	Rep
	Net 30	JL

Qty	Description	Unit Price	Total
42	X8815023005A04 - X3 Pro, 5.5, CGA, SEMS II, C5	5,550.60	233,125.20
42	SCOTT 5.5 CYLINDER	1,120.96	47,080.32
42	SCOTT 5.5 CYLINDER	0.00	0.00
42	SCOTT MEDIUM VISION C5	263.72952	11,076.64
2	200954-15 - 5.5 RIT III	2,856.42	5,712.84
2	SCOTT 5.5 CYLINDER, 60 MINUTE	0.00	0.00
1	SCOTT RFID READER/WRITER	511.22	511.22
1	SCOTT SEMS II, USB GATEWAY	1,397.50	1,397.50
5	SCOTT RED TALLY TAGS, 10 PACK, #201279-01	82.22	411.10
1	SCOTT PAK TRACKER WAND, # 200266-04	1,276.27	1,276.27
1	SCOTT PAK TRACKER TRUCK MOUNT CHARGER	504.07	504.07
	SCOTT IN SERVICE TRAINING	0.00	0.00
	SHIPPING & HANDLING	0.00	0.00

<b>Total</b>		<b>\$301,095.16</b>
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Notice: One or more of the products listed above may contain PFAS. For detailed product information please call 800-256-8700.

FIRE TECH & SAFETY OF NEW ENGLAND, INC.  
 100 Business Park Dr., Unit 6  
 Tyngsborough, MA 01879  
 1-800-256-8700 Fax (978) 649-6833



Name / Address
HARWICH FIRE DEPT-MA 175 SISSON RD HARWICH, MA 02645

## Estimate

Date	Quote #
9/30/2020	190699
Valid for 30 Days	



Project	Terms	Rep
	Net 30	JL

Qty	Description	Unit Price	Total
2	B29-VAC 13-E1, VERTICUS BAUER ENCLOSED COMPRESSOR, SINGLE PHASE	27,495.00	54,990.00
2	B29-MNR, CO MONITORING	3,995.00	7,990.00
1	B29-CFS5.5-2S standard scope of supply and including the following additions: Dual function, top mount, four bank cascade panel. The dual function feature offers the ability to refill a storage bank, even with the bank valve closed, while filling SCBA's from another bank. The system also include an air direction valve allowing the operator to select "filling from storage" or "filling direct from the compressor." Additionally the scope includes a remote fill hose connection including bulkhead fitting, adjustable regulator for up to 6000 psig service, gauge, isolation valve, and quick connect/disconnect.	10,995.00	10,995.00
1	B29-CFS5.5-3S standard scope of supply and including the following additions: Dual function, top mount, four bank cascade panel. The dual function feature offers the ability to refill a storage bank, even with the bank valve closed, while filling SCBA's from another bank. The system also include an air direction valve allowing the operator to select "filling from storage" or "filling direct from the compressor." Additionally the scope includes a remote fill hose connection including bulkhead fitting, adjustable regulator for up to 6000 psig service, gauge, isolation valve, and quick connect/disconnect.	13,995.00	13,995.00
1	AMERICAN AIRWORKS CYLINDER 6000 PSI W/ VALVE AND COMPLETE MOUNTING HARDWARE	6,400.00	6,400.00
1	SHIPPING AND HANDLING INCLUDED IN PRICE	0.00	0.00

<b>Total</b>	<b>\$94,370.00</b>
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Notice: One or more of the products listed above may contain PFAS. For detailed product information please call 800-256-8700.

## **AGREEMENT FOR TOWN OF HARWICH**

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Industrial Protection Services, LLC, with an address of 33 Northwestern Drive, Salem, NH 03079, hereinafter referred to as "Contractor", effective as of the \_\_\_\_ day of November, 2020. In consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all supplies necessary to provide the Town with Self Contained Breathing Apparatus, Rapid Intervention Packs and breathing air compressors, including the scope of supplies set forth in Attachment A.

### **ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and supplies required hereunder by March 1, 2021.

### **ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$395,000.00. The Contractor shall submit monthly invoices to the Town for supplies rendered, which will be due 30 days following receipt by the Town.

### **ARTICLE 4: CONTRACT DOCUMENTS:**

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

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.
4. The Commonwealth of Massachusetts Operational Services Division  
FIR4/FIR04A: Public Safety Equipment, Supplies, Services and Repairs.

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

**ARTICLE 5: CONTRACT TERMINATION:**

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

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

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

**ARTICLE 6: INDEMNIFICATION:**

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



this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

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

**ARTICLE 8: APPLICABLE LAW:**

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

**ARTICLE 9: ASSIGNMENT:**

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

**ARTICLE 10: AMENDMENTS:**

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

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

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



**ARTICLE 12: INSURANCE:**

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

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) 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.
- 5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.

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

**ARTICLE 13: SEVERABILITY:**

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

**ARTICLE 14: ENTIRE AGREEMENT:**

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

**ARTICLE 15: COUNTERPARTS:**

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

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

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

04-3347014  
\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

Kevin Murphy  
\_\_\_\_\_  
Signature of Individual or  
Corporate Name  
DocuSigned by:  
By: *Kevin Murphy*  
D7D22FF86D5F4EA...  
Corporate Officer  
(if applicable)

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

CONTRACTOR  
By DocuSigned by:  
*Kevin Murphy*  
D7D22FF86D5F4EA  
\_\_\_\_\_  
Kevin Murphy  
\_\_\_\_\_  
Printed Name and Title  
GM

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

Approved as to Availability of Funds:  
DocuSigned by:  
*Carol Coppola*  
48C32039D33D434...  
Finance Director (\$395,000.00)  
Contract Sum  
1122202/558000/0018

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

1122202/558000/0018

**Attachment A**

**Sales Order**



**Industrial Protection Services, LLC**

33 Northwestern Drive Salem, NH 03079  
 125 Roberts Rd, Ste 4, South Portland, ME 04106  
[www.ipp-ips.com](http://www.ipp-ips.com)

Date: 4-Nov-2020

**Bill To:** Chief David LeBlanc  
 Harwich Fire Department  
 175 Sisson Road  
 Harwich, MA  
 508-430-7546 Ext. 4800

**Ship to:** Same as Billing

[d.leblanc@harwichfire.com](mailto:d.leblanc@harwichfire.com)

Salesperson	Shipping Method	Purchase Order No
Ed Ashegh	UPS Gnd	

Qty	Item #	Description	Each Price	Line Total
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2	200954-35	RIT PAK III Assy 5.5 C5 Visilon Rectus		
2	200972-01	5.5 60 Minute Cyl CGA (RIT)		
1	200266-04	Pak Tracker Hand Held Receiver		
1	200433-01	Pak Tracker Truck Mount Charger		
1	200773-01	RFID Writer Kit		
1	210088-03	USB Gateway SEMS		
5	201279-01	SEMS Tally Tags Red 10 Pack		
Total Package Price			301,000.00	
Price per MA State Bid FIR04				

*Ed Ashegh*

Quoted Freight Charges

Email: [ed@ipp-ips.com](mailto:ed@ipp-ips.com)  
 Cell: 603-327-1546 Fax: 603-458-5958

**\$301,000.00**

Attachment A

Sales Order



**Industrial Protection Services, LLC**  
 33 Northwestern Drive Salem, NH 03079  
 125 Roberts Rd, Ste 4, South Portland, ME 04108  
[www.ipp-ips.com](http://www.ipp-ips.com)

Date: 4-Nov-2020

**Bill To:** Chief David LeBlanc  
 Harwich Fire Department  
 175 Sisson Road  
 Harwich, MA  
 508-430-7546 Ext. 4800

**Ship to:** Same as Billing

[d.leblanc@harwichfire.com](mailto:d.leblanc@harwichfire.com)

Salesperson	Shipping Method	Purchase Order No
Ed Ashegh	UPS Gnd	

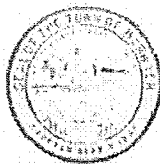
Qty	Item #	Description	Each Price	Line Total
1	CFS 5.5 / 3S	3 Position Fill Station Package		
2	MNR29 / CYL	CO Monitoring System		
4	DOT	6000PSI Storage Tanks Sta 2		
2	VEC13-E3	Vertecon 10HP 3PH 208V 13CFM		
1	CFS 5.5 / 2S	2 Position Fill Station Package		
2	MNR29 / CYL	CO Monitoring System		
2	Securus	Securus DP Monitoring Sys.		
4	HT DOT	Hydro Test and Install Existing Storage With Ver-tecon System @ Headquarters		
1	Shipping	Shipping		
1	Del / Install	Delivery / Install (Does not include Electrical)		
1	Remote HMI	Remote Control of Compressor HQ Unit		
		<b>Total Package Price</b>	<b>\$94,000.00</b>	
		Pricing Per Mass State Bid F1R04		

*Ed Ashegh*

Quoted Freight Charges

Email: [ed@ipp-ips.com](mailto:ed@ipp-ips.com)  
 Cell: 603-327-1546 Fax: 603-458-5958

**\$94,000.00**



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

October 19, 2020

~~Ms. Abigail Field~~

~~Associate Director~~

~~Pleasant Bay Community Boating~~

~~2287 Route 28~~

~~Harwich, MA 02645~~

Mr. TED BAYLIS  
PRESIDENT

RE: Handicapped Accessible Dock  
Account #: 80271292/620315

Dear ~~Patricia~~, TED,

Congratulations, the project you submitted from Community Preservation Act Funds was approved at the Annual Town Meeting held on September 26, 2020. Enclosed please find a grant agreement which outlines the management and reporting requirements for CPA Funds. The document will need to be fully executed prior to the expenditure of funds. We ask that you return the signed agreement to the Community Preservation Committee Chairman by November 3, 2020.

Please pay particular attention to the reporting requirements outlined in the agreement; the first report is due no later than April 30, 2021. Vendor invoices submitted for payment must be approved by the project manager and the Chairman of the Community Preservation Committee.

We look forward to seeing this project through to completion.

Sincerely,

David Nixon  
Community Preservation Committee Chairman



**TOWN OF HARWICH, MASSACHUSETTS**

**COMMUNITY PRESERVATION ACT**

**GRANT AGREEMENT FOR**

**Pleasant Bay Community Boating**

This GRANT AGREEMENT made this 30<sup>th</sup> day of October, 2020, by and between the Town of Harwich, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Seven Thirty-two Main Street, Harwich, MA 02645, acting by and through its Board of Selectmen (hereinafter the "TOWN" or "Board of Selectmen", as applicable), and Pleasant Bay Community Boating (hereinafter, "PBCB"), having its usual place of business at: 2287 Route 28, Harwich, MA 02645:

WITNESSETH:

WHEREAS, the Harwich Community Preservation Committee (hereinafter, the "COMMITTEE"), invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act ("CPA"), G.L. c.44B; and

WHEREAS, in response thereto, PBCB submitted a proposal for funding for purposes of construction of a handicapped accessible dock, hereinafter referred to as the "Project", and the COMMITTEE reviewed and approved the Project and recommended that the September 26, 2020 Annual Town Meeting appropriate the funds herein described for the purposes of the Project; and

WHEREAS, Town Meeting on September 26, 2020 pursuant to Article 31(5) (the "Article") voted to appropriate Twenty Five Thousand Dollars (\$25,000) from the Community Preservation Fund Undesignated Account (the "Funds"); and

WHEREAS, the purpose of the Grant Agreement is to ensure that the Funds are used for the construction of a handicapped assessable dock as defined by the Community Preservation Act, G.L. c.44B; and

WHEREAS, the Board of Selectmen has conferred with the COMMITTEE concerning the terms of this Agreement, and both have approved the terms of this Agreement, as evidenced by their signatures attached hereto;

NOW THEREFORE, the TOWN and the PBCB agree as follows:

1. Contract Documents. The Contract Documents consist of this Grant Agreement, the CPA application approved by the COMMITTEE dated \_\_\_\_\_, 2020 (the "Application"), a certified copy of the Article and all documents attached thereto. The Contract Documents constitute the entire Agreement between the parties concerning the Application, and all are as fully a part of this Agreement as if attached hereto.
2. Term. The Work shall be completed within three years of the execution of this Grant Agreement (the "Completion Date"), unless the COMMITTEE grants an extension for good cause shown.
3. The Work. The Work consists of the Project, as described in the Application attached hereto as Attachment A and the following additional conditions:
  - a) Notwithstanding PBCB'S bylaws, all funds expended pursuant to this Grant Agreement shall be limited to the allowable spending purposes as defined under M.G.L. c.44B.
  - b) Every six months until the Completion Date, PBCB shall provide the COMMITTEE with a written update on the progress toward completion of the Work. A final report, including digital photo documentation of the project where appropriate, is due within 30 days of the Completion Date.
4. Contact. PBCB shall identify in writing a contact person responsible for the administration of the Project.
5. Funding. The TOWN shall pay the PBCB the Funds within 30 days of the execution of this Grant Agreement. The PBCB shall expend the funds in accordance with the sole purpose submitted in the APPLICATION.
6. Liability of the TOWN. The TOWN'S liability hereunder shall be to make payments specified in Paragraph 6 of this Grant Agreement and the TOWN shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Grant Agreement.
7. Independent Status. PBCB acknowledges and agrees that it is acting in a capacity independent of the TOWN.
8. Indemnification. PBCB shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from PBCB'S performance of the Work that is the subject of this Grant Agreement or the negligence or misconduct of the PBCB or its agents or employees.
9. Record Keeping. PBCB shall keep such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the TOWN. Should PBCB have multiple funding sources, PBCB shall track specific

expenditures of the Funds separate from other funding sources. The TOWN shall have full and free access to such records and may examine and copy such records. PBCB further agrees to meet from time to time with the COMMITTEE or its designee(s), upon reasonable request, to discuss expenditures of the Project Funds.

10. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. PBCB shall not assign or otherwise transfer this Grant Agreement, in whole or in part without the prior written consent of the TOWN.

11. Termination. This Grant Agreement shall terminate upon PBCB's final disbursement of all Project Funds. In the event that PBCB fails to fulfill its obligations under the terms of this Grant Agreement as determined by the TOWN, the TOWN shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to PBCB. Upon receipt of such notice, PBCB shall refund all undisbursed Project Funds to the TOWN, and such funds shall be returned to the CPA account from which the Funds were appropriated.

13. Compliance with Laws. PBCB shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Work undertaken pursuant to this Grant Agreement. PBCB or its designees shall be responsible for obtaining any necessary licenses, permits, and approvals required for the performance of such Work.

14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S. Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service.

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

16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and PBCB submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

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

TOWN OF HARWICH

BOARD OF SELECTMEN

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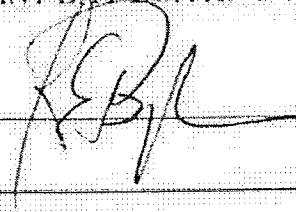
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PLEASANT BAY BOATING COMMUNITY



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TOWN OF HARWICH

COMMUNITY PRESERVATION COMMITTEE



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# Town of

Anita N. Doucette, MMC/CMMC  
Town Clerk



# Harwich

732 Main Street  
Harwich, Massachusetts 02645  
Tel. 508-430-7516

## TOWN OF HARWICH ANNUAL TOWN MEETING SEPTEMBER 26, 2020

### COMMUNITY PRESERVATION ACTIVITIES UNDER \$50,000

**ARTICLE 31:** To see if the Town will vote to appropriate from the Community Preservation Act Funds, a sufficient sum of money to fund the items in the table below consistent with their respective applications. Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund from which the appropriation is made as specified in the chart below, and further authorize the Board of Selectmen to enter into grant agreements including the acquisition of a restriction, if appropriate, with the following: Community Development Partnership, Chase Library Association, Inc., the Pleasant Bay Community Boating, and to act fully thereon. By request of the Community Preservation Committee, Historic District and Historical Commission, Chase Library Association, Inc., Community Development Partnership, Real Estate and Open Space Committee and Conservation Commission, and the Pleasant Bay Community Boating. Estimated Cost: \$102,000

	<b>Project</b>	<b>Purpose</b>	<b>Amount</b>	<b>Appropriation Source</b>
1	Historic Areas and Property Inventory	Update of Town Historic Areas and Property Inventory	\$34,500	Community Preservation Act Funds - Historic Reserve
2	Chase Library Door	Preservation of original door and entrance	\$15,000	Community Preservation Act Funds - Historic Reserve
3	Community Development Partnership	Lower Cape Housing Institute	\$7,500	Community Preservation Act Funds - Community Housing Reserve
4	Town Owned Conservation Land	Restoration and rehabilitation of Town owned Conservation Lands	\$20,000	Community Preservation Act Funds - Open Space Reserve
5	Pleasant Bay Community Boating	Handicapped Accessible Dock project	\$25,000	FY 21 Estimated Revenue
		<b>Total:</b>	<b>\$102,000</b>	

**Article 31 continued:**

**THE FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED WITH THE AMOUNT OF \$102,000.00 TO BE TRANSFERRED FROM COMMUNITY PRESERVATION ACT FUNDS TO FUND THESE PROJECTS.**

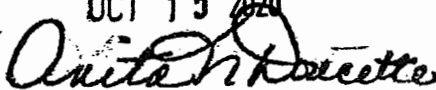
**VOTE: YES-5, NO-0**

**The Board of Selectmen Recommends: 4-0**

**MOTION:** (Dana DeCosta, Chairman- Finance Committee) I move that this article be accepted and adopted as printed in the Warrant. Duly seconded

The CPC Committee favorably recommended this article.

**ACTION:** It was a unanimous vote, so declared

A true copy OCT 15 2020  


Attest: \_\_\_\_\_  
Anita N. Doucette, MMC/CMMC  
Town Clerk

Application # R11

For Administrative Use Only

**TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE  
2019 CPA PROJECT FUNDING REQUEST APPLICATION  
FISCAL YEAR 2020-2021**

Submission Date: 9/30/19

**APPLICANT INFORMATION**

**Applicant:** Pleasant Bay Community Boating

Town Committee, Board or Organization: 501(C)(3) Non-Profit Organization

Legal Mailing Address: 2287 Route 28, Harwich, MA 02645

Phone: 508-945-7245

Email Address: [info@pbcab.cc](mailto:info@pbcab.cc)

**Project Manager:** ~~P-J Richardson, Executive Director~~

Legal Mailing Address: As Above

Phone: ~~508-360-4720~~

Email Address: ~~[pj@pbcab.cc](mailto:pj@pbcab.cc)~~

**Second Contact Person:** Ted Baylis, President

Legal Mailing Address: As Above

Phone: 508-737-3128

Email Address: [tedbaylis@outlook.com](mailto:tedbaylis@outlook.com)

← use

**PROJECT INFORMATION**

**PROJECT TITLE:** Pleasant Bay Community Boating Accessible Dock Project

**PROJECT AMOUNT REQUESTED:** \$25,000 (Similar requests will be made to the towns of Chatham, Orleans, and Brewster for \$25,000 each.)

**PROJECT DESCRIPTION:** The accessible dock project consists of six interconnected areas designed to work as a system, which include an accessible drop-off area on Route 28, a 36' accessible pathway from the drop-off to the pier, a 5 foot-wide 109' permanent pier connecting to a 20' by 8' staging / viewing area, and a seasonal 30' long gangway connecting to a 58' by 14' seasonal float. This dock will simultaneously accommodate several sailboats, our 35' "Floating Classroom" research vessel, and two kayak launchers. The pier will be a stable permanent structure capable of supporting groups of 30 or more program participants, including space for wheelchairs. While this dock will be fully ADA compliant and provide boating and marine education opportunities for those with mobility issues, it will also better facilitate and enhance our programming from both a safety and operational standpoint for all participants.

**ESTIMATED START DATE:** 3/1/20

**ESTIMATED COMPLETION DATE:** 6/15/20

**Three years from the release of funds (July 2020) funds may be rescinded automatically; waivers may be sought.**

## CPA CATEGORY

**APPLICANTS PLEASE TAKE NOTE \*\*please check boxes for all that apply\*\***

- Open Space:** This application is for the “acquisition, preservation, rehabilitation and/or preservation of open space”.
- Historic:** This application is for the “acquisition, preservation, rehabilitation and/or restoration of historic resources”. Please provide the date on which the HDHC reviewed and endorsed this application.
- Community Housing:** This application is for the “acquisition, creation, preservation and/or support of community housing”.
- Recreation:** This application is for the “acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use”.

**How does this project fit into Harwich’s Local Comprehensive Plan and/or other Plan?** This project fits into Harwich’s Local Comprehensive Plan and the plans of the surrounding communities under the rehabilitation and restoration of land for recreational use, as well as the rehabilitation and restoration of open space. The dock project upon completion will replace a less than ideal seasonal dock with a safer and larger permanent dock that is ADA compliant, thus opening our facilities to those with mobility issues, while providing a better operational alternative for our full complement of programs of boating, marine education, and stewardship of Pleasant Bay.

**How does this project benefit the citizens of Harwich? If appropriate, has the application sought public opinion or input? If not, why?** The mission of Pleasant Bay Community Boating (PBCB) is to make boating, marine education, and environmental stewardship affordable and accessible to all residents of Cape Cod and visitors to our region. The largest majority of those participating in our programs are from the towns of Harwich, Chatham, Orleans, and Brewster, owing to the location of our campus at the intersection of these communities. We cater to youngsters, seniors, and every age in between, as well as those with mobility and cognitive issues. Our First Sail program offered each spring is well known, with third graders from the Monomoy and Nauset schools having the opportunity to get out on the water, many for the first time. We also offer free sailing to children of local working families enrolled in Harwich’s summer recreation program.

**Please list other Commissions/Boards/Committees/Organizations that may have involvement, jurisdiction, partnering:**

<u>Commissions/Boards/Committees/Organizations</u>	Please have them initial here after their review
Pleasant Bay Alliance (Favorable Opinion)	
Orleans Conservation Commission (Approval)	
Orleans Fire and Police Departments (Favorable Opinions)	
State and Federal Permitting (Approvals Pending. Expected Fall 2019)	



**Describe their response, or provided written comments/input:**

For additional information on the status of the permitting process, please contact P J Richardson or Ted Baylis at PBCB.

**PROJECT BUDGET:** Attach a dated and detailed line item project budget estimate for your funding request. If the request involves a Town-owned asset, provide the project's projected operating expenses, including maintenance. (Attached.)

**COST ESTIMATE(S):** Approximately \$250,000. PBCB has raised over \$130,000 thus far through private donations for our Accessible Dock Project. Our plan is to request \$25,000 in CPC funding from the four main beneficiary towns to this project: Harwich, Chatham, Orleans, and Brewster. A competitive bidding process is underway and will be available in the fourth quarter 2019.

Attach cost estimates or firm quotes (if available) for all projects.

**LAND and/or BUILDING ACQUISITION PROJECTS:** The following **must** also be submitted, as applicable:

- Surveys and/or plot plans for the property
- Appraisals and agreements, if available.
- Name of present owner and attach copy of deed conveying property unto present owner.
- Property address, Harwich Assessor's property identification (Map#, Parcel #).
- For proposed Open Space land purchases, be prepared to discuss public access with the Committee.

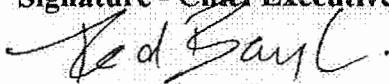
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By signing below, the Applicant represents and warrants that all the information included is true and correct to the best of the signer's knowledge and belief. Further, the Applicant acknowledges in the event that the Community Preservation Committee agrees to grant funds to Applicant (and subject to Town Meeting approval), this application together with any Terms and Conditions shall constitute a binding agreement, between the Applicant and the Community Preservation Committee. Further, Applicant acknowledges and agrees to execute any additional grant agreements should the Community Preservation Committee so request.

**ATTESTATION: I HEREBY ATTEST THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.**

**Signature - Chief Executive Officer or Board Chair**

**Title:** President, PBCB



**Printed Name:** Ted Baylis

**Date:** 9/30/19



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

October 19, 2020

Mrs. Patricia Tworek  
Chase Library  
7 Route 28  
West Harwich, MA 02671

RE: Chase Library Door and Entrance  
Account #: 80271292/620312

Dear Patricia,

Congratulations, the project you submitted from Community Preservation Act Funds was approved at the Annual Town Meeting held on September 26, 2020. Enclosed please find a grant agreement which outlines the management and reporting requirements for CPA Funds. The document will need to be fully executed prior to the expenditure of funds. We ask that you return the signed agreement to the Community Preservation Committee Chairman by November 3, 2020.

Please pay particular attention to the reporting requirements outlined in the agreement; the first report is due no later than April 30, 2021. Vendor invoices submitted for payment must be approved by the project manager and the Chairman of the Community Preservation Committee.

We look forward to seeing this project through to completion.

Sincerely,

David Nixon  
Community Preservation Committee Chairman

**TOWN OF HARWICH - COMMUNITY PRESERVATION  
COMMITTEE 2019 CPA PROJECT FUNDING REQUEST  
APPLICATION  
FISCAL YEAR 2020-2021**

Submission Date: 9/24/19

**APPLICANT INFORMATION**

**Applicant:** Chase Library Association, Inc. \_\_\_\_\_

Town Committee, Board or Organization: \_\_\_\_\_

Legal Mailing Address: PO Box 457, West Harwich, MA 02671

Phone: 508 432 2610 Email Address: chase.lib@verizon.net

**Project Manager:** Patricia A. Tworek

Legal Mailing Address: 8 Joe Lincoln Road, West Harwich, MA 02671

Phone: 508 430 1073 Email Address: ptworek@comcast.net

**Second Contact Person:** Lynda Eldredge

Legal Mailing Address: 90 Bells Neck Road, West Harwich, MA 02671

Phone: 508 432 5624 Email Address: dkeldredge@msn.com

**PROJECT INFORMATION**

**PROJECT TITLE:** Historic Restoration and Preservation of Original Door and Entrance

**PROJECT AMOUNT REQUESTED:** To be determined when estimates are received

**PROJECT DESCRIPTION:** Chase Library is an architecturally distinguished Colonial Revival building built in 1911 through the generosity of the Caleb Chase and John P Nickerson families. The library's original entrance and front door are 108 years old. There are several areas of concern. The major concern is the door itself: the original hinges are now loosening, especially the bottom one; the original door handle is no longer operational; the book drop, added later to the door's interior, is now causing the door to list; there are multiple layers of paint obliterating the detail of the door; the beveled glass portion of the door needs professional cleaning. With respect to the entrance, the caulking that surrounds the glass in the door side lights is completely flaking off. The protective storm door latch is failing. The library seeks to repair the side lights; remove the book drop (which was not part of the original door) and replace the section of the door containing the book drop slot with in-kind wood; evaluate the integrity of the hinges for re-use or replacement with architecturally accurate hinges; strip the door of all paint and restore the wood to its original state; clean and reset the door handle to working order; clean the beveled glass portion of the door; make any repairs necessary to the threshold, sill or any other door structures so that it will securely open and close. Having completed this work, a new storm door will be required to fit securely and at the same time reveal the

beauty of the door throughout the seasons.

ESTIMATED START DATE: Likely not until late summer, 2020

ESTIMATED COMPLETION DATE: Once begun, the project will be completed as soon as possible since the library will be secured by only a temporary door.

**Three years from the release of funds (July 2020) funds may be rescinded automatically; waivers may be sought.**

2019 CPA Application Page 1

### CPA CATEGORY

#### APPLICANTS PLEASE TAKE NOTE \*\*please check boxes for all that apply\*\*

- Open Space:** This application is for the “acquisition, preservation, rehabilitation and/or preservation of open space”.
- √ **Historic:** This application is for the “acquisition, preservation, rehabilitation and/or restoration of historic resources”. Please provide the date on which
- the HDHC reviewed and endorsed this application.**
- Community Housing:** This application is for the “acquisition, creation, preservation and/or support of community housing”.
- Recreation:** This application is for the “acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use”.

#### **How does this project fit into Harwich’s Local Comprehensive Plan and/or other Plan?**

The Massachusetts Historical Commission’s 2018-2020 Plan states that “The 351 cities and towns of Massachusetts remain at the forefront of historic preservation.” The Board of Trustees at Chase Library takes this responsibility seriously, viewing ourselves as the stewards of a unique cultural resource within the Town of Harwich. The Board uses library funds to maintain the basic integrity of the building entrusted to them, while continually pursuing grant funds to restore and preserve the unique historical features of the building.

According to the Community Preservation Coalition database, 2,287 historical preservation projects were funded through the Community Preservation Act from 2011 to 2016. Chase Library has been a grateful recipient of three CPA grants in the past which were invested in the restoration and preservation of the library building.

Chase Library strives to follow the goals of the Massachusetts statewide Historical Preservation Plan for 2018-2020 with regard to protecting historical resources and rehabilitating historical resources. In addition, Chase Library is dedicated to following the Town’s Local Comprehensive Plan goal to to protect the assets of the town. Chase Library is a cultural asset and the Board of Trustees recognizes the special place this recognized National Register building holds within Harwich. With one paid employee and a staff of volunteers the Board provides library services, endeavors to improve these services through education provided by the Massachusetts Board of Library Commissioners, and engages in our community by working with the Chamber of Commerce. We have offered to provide the library as central meeting space for the Captains’ Row group, whose project aims to enhance the village of West Harwich and help the town meet comprehensive plan goal 5.10, “enhance the viability of village centers along Route 28 outside of Harwich Port.”

The comprehensive plan also notes that Harwich is a community with older residents and it is the

town's vision to provide "rewarding activities for our seniors." The town's Council on Aging Strategic Plan 2009-2019 indicated that 60% of the town's population would be over 65 by 2019. Chase Library has noted this increase in seniors. Thus, the Library focuses its day to day services on seniors providing renewal of books by phone, carrying borrowed books to patrons' cars, and providing home delivery upon request. Chase Library expects to increase its large print collection to meet patron needs. Free author talks and informational programs are offered several times during the year.

**How does this project benefit the citizens of Harwich? If appropriate, has the application sought public opinion or input? If not, why?**

West Harwich is a quiet village populated by aging residents. It is reflective of the Cape itself in that it is a retirement and seasonal community where nearly 50% of the homes are second homes. Chase Library is unique as the staff know their patrons well. The library provides a social respite for those who live alone. Staff know the reading preferences of their patrons and can easily recommend or send books to them knowing the volumes will be enjoyed. The series of author talks and programs held at the library are well attended. The fund-raising author talks are very well attended by women from the greater Harwich and Chatham areas. The Library Director and staff use Channel 18 to communicate special events and library happenings to the wider community.

Public opinion for this project was not sought as it is a limited-in-scope project. Plenty of opinion regarding door repair has been expressed by Chase patrons who are often unable to enter the library unassisted when the door sticks.

**Please list other Commissions/Boards/Committees/Organizations that may have involvement, jurisdiction, partnering:**

<u>Commissions/Boards/Committees/Organizations</u>	Please have them initial here after their review
Historic District and Historical Commission **Due to a Chase Library scheduling error, the Chase Board President missed the September 18th HDHC meeting where this CPC application was to have been presented. The President has requested to be placed on the agenda for October 16.	

**Describe their response, or provided written comments/input:**

At the August 21 meeting of the HDHC, as library board President, I sought the input of the committee on the intended proposal. The panel members were not surprised that I was having great difficulty in identifying skilled craftsmen who could complete the project and even greater difficulty in having them return calls and emails. HDHC board members stated that the CPC had, in the past, awarded extra time for bids and HDHC approval and that Chase might request the same. They offered a few more suggestions for contacts and provided additional information regarding Building Department notification should the project move forward to initiation. Although, as President, I was on the HDHC schedule for the September meeting, I noted it in my calendar for the 4<sup>th</sup> Wednesday of the month and therefore missed the meeting. I have requested to be placed on their agenda for October 16.

**PROJECT BUDGET:** Attach a dated and detailed line item project budget estimate for your funding request. If the request involves a Town-owned asset, provide the project's projected operating expenses, including maintenance.

**COST ESTIMATE(S):** \$ TBD Budget and/or estimated costs will be provided. At this time, Chase is expecting three responses to requests for estimates. Please see the attached list of contacts made for this project.

Attach cost estimates or firm quotes (if available) for all projects.

**LAND and/or BUILDING ACQUISITION PROJECTS:** The following must also be submitted, as applicable:

- Surveys and/or plot plans for the property
- Appraisals and agreements, if available.
- Name of present owner and attach copy of deed conveying property unto present owner.
- Property address, Harwich Assessor's property identification (Map#, Parcel #).
- For proposed Open Space land purchases, be prepared to discuss public access with the Committee.

\*\*\*\*\*

By signing below, the Applicant represents and warrants that all the information included is true and correct to the best of the signer's knowledge and belief. Further, the Applicant acknowledges in the event that the Community Preservation Committee agrees to grant funds to Applicant (and subject to Town Meeting approval), this application together with any Terms and Conditions shall constitute a binding agreement, between the Applicant and the Community Preservation Committee. Further, Applicant acknowledges and agrees to execute any additional grant agreements should the Community Preservation Committee so request.

**ATTESTATION: I HEREBY ATTEST THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.**

Signature - Chief Executive Officer or Board Chair *Patricia A. Tworek*

Title *Chair, Board of Trustees*

Printed Name Patricia A. Tworek

Date *9/27/19*

**TOWN OF HARWICH, MASSACHUSETTS**

**COMMUNITY PRESERVATION ACT**

**GRANT AGREEMENT FOR**

**Chase Library Association, Inc.**

This GRANT AGREEMENT made this 23<sup>rd</sup> day of October, 2020, by and between the Town of Harwich, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Seven Thirty-two Main Street, Harwich, MA 02645, acting by and through its Board of Selectmen (hereinafter the "TOWN" or "Board of Selectmen", as applicable), and Harwich Housing ASSOCIATION (hereinafter, "ASSOCIATION"), having its usual place of business at: 7 Route 28, West Harwich, MA 02671:

**WITNESSETH:**

WHEREAS, the Harwich Community Preservation Committee (hereinafter, the "COMMITTEE"), invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act ("CPA"), G.L. c.44B; and

WHEREAS, in response thereto, ASSOCIATION submitted a proposal for funding for purposes of preservation of the original door and entrance of Chase Library in West Harwich, hereinafter referred to as the "Project", and the COMMITTEE reviewed and approved the Project and recommended that the September 26, 2020 Annual Town Meeting appropriate the funds herein described for the purposes of the Project; and

WHEREAS, Town Meeting on September 26, 2020 pursuant to Article 31(2) (the "Article") voted to appropriate Fifteen Thousand Dollars (\$15,000) from the Community Preservation Fund Historic Reserves Account (the "Funds"); and

WHEREAS, the purpose of the Grant Agreement is to ensure that the Funds are used for the preservation of historic resources as defined by the Community Preservation Act, G.L. c.44B; and

WHEREAS, the Board of Selectmen has conferred with the COMMITTEE concerning the terms of this Agreement, and both have approved the terms of this Agreement, as evidenced by their signatures attached hereto;

NOW THEREFORE, the TOWN and the ASSOCIATION agree as follows:

1. Contract Documents. The Contract Documents consist of this Grant Agreement, the CPA application approved by the COMMITTEE dated \_\_\_\_\_, 2020 (the "Application"), a certified copy of the Article and all documents attached thereto. The Contract Documents constitute the entire Agreement between the parties concerning the Application, and all are as fully a part of this Agreement as if attached hereto.

2. Term. The Work shall be completed within three years of the execution of this Grant Agreement (the "Completion Date"), unless the COMMITTEE grants an extension for good cause shown.

3. The Work. The Work consists of the Project, as described in the Application attached hereto as Attachment A and the following additional conditions:

a) Notwithstanding ASSOCIATION'S bylaws, all funds expended pursuant to this Grant Agreement shall be limited to the allowable spending purposes as defined under M.G.L. c.44B.

b) Every six months until the Completion Date, ASSOCIATION shall provide the COMMITTEE with a written update on the progress toward completion of the Work. A final report, including digital photo documentation of the project where appropriate, is due within 30 days of the Completion Date.

4. Contact. ASSOCIATION shall identify in writing a contact person responsible for the administration of the Project.

5. Funding. The TOWN shall pay the ASSOCIATION the Funds within 30 days of the execution of this Grant Agreement. The ASSOCIATION shall expend the funds in accordance with the sole purpose submitted in the APPLICATION.

6. Liability of the TOWN. The TOWN's liability hereunder shall be to make payments specified in Paragraph 6 of this Grant Agreement and the TOWN shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Grant Agreement.

7. Independent Status. ASSOCIATION acknowledges and agrees that it is acting in a capacity independent of the TOWN.

8. Indemnification. ASSOCIATION shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from ASSOCIATION's performance of the Work that is the subject of this Grant Agreement or the negligence or misconduct of the ASSOCIATION or its agents or employees.



9. Record Keeping. ASSOCIATION shall keep such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the TOWN. Should ASSOCIATION have multiple funding sources, ASSOCIATION shall track specific expenditures of the Funds separate from other funding sources. The TOWN shall have full and free access to such records and may examine and copy such records. ASSOCIATION further agrees to meet from time to time with the COMMITTEE or its designee(s), upon reasonable request, to discuss expenditures of the Project Funds.
10. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. ASSOCIATION shall not assign or otherwise transfer this Grant Agreement, in whole or in part without the prior written consent of the TOWN.
11. Termination. This Grant Agreement shall terminate upon ASSOCIATION's final disbursement of all Project Funds. In the event that ASSOCIATION fails to fulfill its obligations under the terms of this Grant Agreement as determined by the TOWN, the TOWN shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to ASSOCIATION. Upon receipt of such notice, ASSOCIATION shall refund all undisbursed Project Funds to the TOWN, and such funds shall be returned to the CPA account from which the Funds were appropriated.
13. Compliance with Laws. ASSOCIATION shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Work undertaken pursuant to this Grant Agreement. ASSOCIATION or its designees shall be responsible for obtaining any necessary licenses, permits, and approvals required for the performance of such Work.
14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S. Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service.
15. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and ASSOCIATION submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

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

TOWN OF HARWICH

BOARD OF SELECTMEN

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

CHASE LIBRARY ASSOCIATION, INC.

*Patricia A. Tworek, President*  
*Board of Trustees 10/23/20*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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TOWN OF HARWICH

COMMUNITY PRESERVATION COMMITTEE

*Daniel J. Griffin*

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# Town of

Anita N. Doucette, MMC/CMMC  
Town Clerk



# Harwich

732 Main Street  
Harwich, Massachusetts 02645  
Tel. 508-430-7516

## TOWN OF HARWICH ANNUAL TOWN MEETING SEPTEMBER 26, 2020

### COMMUNITY PRESERVATION ACTIVITIES UNDER \$50,000

**ARTICLE 31:** To see if the Town will vote to appropriate from the Community Preservation Act Funds, a sufficient sum of money to fund the items in the table below consistent with their respective applications. Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund from which the appropriation is made as specified in the chart below, and further authorize the Board of Selectmen to enter into grant agreements including the acquisition of a restriction, if appropriate, with the following: Community Development Partnership, Chase Library Association, Inc., the Pleasant Bay Community Boating, and to act fully thereon. By request of the Community Preservation Committee, Historic District and Historical Commission, Chase Library Association, Inc., Community Development Partnership, Real Estate and Open Space Committee and Conservation Commission, and the Pleasant Bay Community Boating. Estimated Cost: \$102,000

	<b>Project</b>	<b>Purpose</b>	<b>Amount</b>	<b>Appropriation Source</b>
1	Historic Areas and Property Inventory	Update of Town Historic Areas and Property Inventory	\$34,500	Community Preservation Act Funds - Historic Reserve
2	Chase Library Door	Preservation of original door and entrance	\$15,000	Community Preservation Act Funds - Historic Reserve
3	Community Development Partnership	Lower Cape Housing Institute	\$7,500	Community Preservation Act Funds - Community Housing Reserve
4	Town Owned Conservation Land	Restoration and rehabilitation of Town owned Conservation Lands	\$20,000	Community Preservation Act Funds - Open Space Reserve
5	Pleasant Bay Community Boating	Handicapped Accessible Dock project	\$25,000	FY 21 Estimated Revenue
		<b>Total:</b>	<b>\$102,000</b>	

**Article 31 continued:**

**THE FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED WITH THE AMOUNT OF \$102,000.00 TO BE TRANSFERRED FROM COMMUNITY PRESERVATION ACT FUNDS TO FUND THESE PROJECTS.**

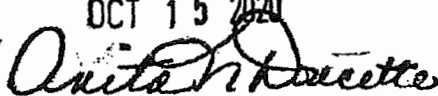
**VOTE: YES-5, NO-0**

**The Board of Selectmen Recommends: 4-0**

**MOTION:** (Dana DeCosta, Chairman- Finance Committee) I move that this article be accepted and adopted as printed in the Warrant. Duly seconded

The CPC Committee favorably recommended this article.

**ACTION:** It was a unanimous vote, so declared

A true copy OCT 15 2020  


Attest: \_\_\_\_\_  
Anita N. Doucette, MMC/CMMC  
Town Clerk



PO Box 457  
West Harwich, MA 02671

TO: David Nixon *David*  
From: Patricia Tworek *Pattie*  
Date: 10/23/2020  
Re: Signed Community Preservation Act Grant Agreement

Enclosed with this memo is the signed CPA Grant Agreement for Chase Library Association, Inc.

The Chase Board has contacted the preservation specialist who will be completing the restoration and preservation of the Library's original front door. He is making plans to begin the work this fall if everything falls in line. Otherwise, my understanding is that he will begin in the spring.

The Board of Trustees is once again very grateful to the Community Preservation Committee for their support of the library. It is through CPA funds that the Board is able to carry out its mission of faithful stewardship of this very special Harwich historical gem.

Thank you for all you do for the Town of Harwich.

**TOWN OF HARWICH, MASSACHUSETTS**

**COMMUNITY PRESERVATION ACT**

**GRANT AGREEMENT FOR**

**Cape Housing Institute**  
**Community Development Partnership**

This GRANT AGREEMENT made this \_\_\_\_ day of October, 2020, by and between the Town of Harwich, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Seven Thirty-two Main Street, Harwich, MA 02645, acting by and through its Board of Selectmen (hereinafter the "TOWN" or "Board of Selectmen", as applicable), and Cape Housing Institute (hereinafter, "INSTITUTE"), having its usual place of business at: 3 Main Street Mercantile, Unit 7, Eastham, MA 02642:

WITNESSETH:

WHEREAS, the Harwich Community Preservation Committee (hereinafter, the "COMMITTEE"), invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act ("CPA"), G.L. c.44B; and

WHEREAS, in response thereto, INSTITUTE submitted a proposal for funding for purposes of pursuing affordable housing educational opportunities in Harwich, hereinafter referred to as the "Project", and the COMMITTEE reviewed and approved the Project and recommended that the September 26, 2020 Annual Town Meeting appropriate the funds herein described for the purposes of the Project; and

WHEREAS, Town Meeting on September 26, 2020 pursuant to Article 31(3) (the "Article") voted to appropriate Seven Thousand Five Hundred Dollars (\$7,500) from the Community Preservation Fund Community Housing Reserves Account (the "Funds"); and

WHEREAS, the purpose of the within Grant Agreement is to ensure that the Funds are used for the acquisition, creation, preservation and support of community housing as defined by the Community Preservation Act, G.L. c.44B; and

WHEREAS, the Board of Selectmen has conferred with the COMMITTEE concerning the terms of this Agreement, and both have approved the terms of this Agreement, as evidenced by their signatures attached hereto;

NOW THEREFORE, the TOWN and the INSTITUTE agree as follows:

1. Contract Documents. The Contract Documents consist of this Grant Agreement, the CPA application approved by the COMMITTEE dated \_\_\_\_\_, 2020 (the "Application"), a certified copy of the Article and all documents attached thereto. The Contract Documents constitute the entire Agreement between the parties concerning the Application, and all are as fully a part of this Agreement as if attached hereto.
2. Term. The Work shall be completed within three years of the execution of this Grant Agreement (the "Completion Date"), unless the COMMITTEE grants an extension for good cause shown.
3. The Work. The Work consists of the Project, as described in the Application attached hereto as Attachment A and the following additional conditions:
  - a) Notwithstanding INSTITUTE'S bylaws, all funds expended pursuant to this Grant Agreement shall be limited to the allowable spending purposes as defined under M.G.L c.44B.
  - b) Every six months until the Completion Date, INSTITUTE shall provide the COMMITTEE with a written update on the progress toward completion of the Work. A final report, including digital photo documentation of the project where appropriate, is due within 30 days of the Completion Date.
4. Contact. INSTITUTE shall identify in writing a contact person responsible for the administration of the Project.
5. Funding. The TOWN shall pay the INSTITUTE the Funds within 30 days of the execution of this Grant Agreement. The INSTITUTE shall expend the funds in accordance with the sole purpose submitted in the APPLICATION.
6. Liability of the TOWN. The TOWN's liability hereunder shall be to make payments specified in Paragraph 6 of this Grant Agreement and the TOWN shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Grant Agreement.
7. Independent Status. INSTITUTE acknowledges and agrees that it is acting in a capacity independent of the TOWN.
8. Indemnification. INSTITUTE shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from INSTITUTE's performance of the Work that is the subject of this Grant Agreement or the negligence or misconduct of INSTITUTE or its agents or employees.
9. Record Keeping. INSTITUTE shall keep such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be

required by the TOWN. Should INSTITUTE have multiple funding sources, INSTITUTE shall track specific expenditures of the Funds separate from other funding sources. The TOWN shall have full and free access to such records and may examine and copy such records. INSTITUTE further agrees to meet from time to time with the COMMITTEE or its designee(s), upon reasonable request, to discuss expenditures of the Project Funds.

10. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. INSTITUTE shall not assign or otherwise transfer this Grant Agreement, in whole or in part without the prior written consent of the TOWN.

11. Termination. This Grant Agreement shall terminate upon INSTITUTE's final disbursement of all Project Funds. In the event that INSTITUTE fails to fulfill its obligations under the terms of this Grant Agreement as determined by the TOWN, the TOWN shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to INSTITUTE. Upon receipt of such notice, INSTITUTE shall refund all undisbursed Project Funds to the TOWN, and such funds shall be returned to the CPA account from which the Funds were appropriated.

13. Compliance with Laws. INSTITUTE shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Work undertaken pursuant to this Grant Agreement. INSTITUTE or its designees shall be responsible for obtaining any necessary licenses, permits, and approvals required for the performance of such Work.

14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S. Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service.

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

16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and INSTITUTE submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

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



TOWN OF HARWICH

BOARD OF SELECTMEN

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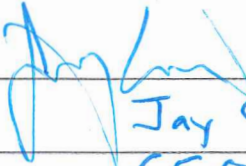
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CAPE HOUSING INSTITUTE

  
Jay Coburn  
CEO  
Community Development  
Partnership

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TOWN OF HARWICH

COMMUNITY PRESERVATION COMMITTEE



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

October 19, 2020

Mr. John Stewart  
Executive Director  
Harwich Housing Authority  
240 Crowell Road  
Chatham, MA 02633

RE: Rental Assistance Program  
Account #: 80271292/620034

Dear John,

Congratulations, the project you submitted from Community Preservation Act Funds was approved at the Annual Town Meeting held on September 26, 2020. Enclosed please find a grant agreement which outlines the management and reporting requirements for CPA Funds. The document will need to be fully executed prior to the expenditure of funds. We ask that you return the signed agreement to the Community Preservation Committee Chairman by November 3, 2020.

Please pay particular attention to the reporting requirements outlined in the agreement; the first report is due no later than April 30, 2021. Vendor invoices submitted for payment must be approved by the project manager and the Chairman of the Community Preservation Committee. If the project is in excess of \$49,999 a purchase order is also required by the town.

We look forward to seeing this project through to completion.

Sincerely,

David Nixon  
Community Preservation Committee Chairman

**TOWN OF HARWICH, MASSACHUSETTS**

**COMMUNITY PRESERVATION ACT**

**GRANT AGREEMENT FOR**

**Harwich Housing Authority**

This GRANT AGREEMENT made this 22<sup>nd</sup> day of October, 2020, by and between the Town of Harwich, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Seven Thirty-two Main Street, Harwich, MA 02645, acting by and through its Board of Selectmen (hereinafter the "TOWN" or "Board of Selectmen", as applicable), and Harwich Housing Authority (hereinafter, "AUTHORITY"), having its usual place of business at: 240 Crowell Road, Chatham, MA 02633:

WITNESSETH:

WHEREAS, the Harwich Community Preservation Committee (hereinafter, the "COMMITTEE"), invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act ("CPA"), G.L. c.44B; and

WHEREAS, in response thereto, AUTHORITY submitted a proposal for funding for purposes of pursuing a rental assistance program in Harwich, hereinafter referred to as the "Project", and the COMMITTEE reviewed and approved the Project and recommended that the September 26, 2020 Annual Town Meeting appropriate the funds herein described for the purposes of the Project; and

WHEREAS, Town Meeting on September 26, 2020 pursuant to Article 34 (the "Article") voted to appropriate Two Hundred Thousand Dollars (\$200,000) from the Community Preservation Fund Community Housing Reserves Account (the "Funds"); and

WHEREAS, the purpose of the within Grant Agreement is to ensure that the Funds are used for the acquisition, creation, preservation and support of community housing as defined by the Community Preservation Act, G.L. c.44B; and

WHEREAS, the Board of Selectmen has conferred with the COMMITTEE concerning the terms of this Agreement, and both have approved the terms of this Agreement, as evidenced by their signatures attached hereto;

NOW THEREFORE, the TOWN and the AUTHORITY agree as follows:

1. Contract Documents. The Contract Documents consist of this Grant Agreement, the CPA application approved by the COMMITTEE dated 9/17/19, 2020 (the "Application"), a certified copy of the Article and all documents attached thereto. The Contract Documents constitute the entire Agreement between the parties concerning the Application, and all are as fully a part of this Agreement as if attached hereto.
2. Term. The Work shall be completed within three years of the execution of this Grant Agreement (the "Completion Date"), unless the COMMITTEE grants an extension for good cause shown.
3. The Work. The Work consists of the Project, as described in the Application attached hereto as Attachment A and the following additional conditions:
  - a) Notwithstanding AUTHORITY'S bylaws, all funds expended pursuant to this Grant Agreement shall be limited to the allowable spending purposes as defined under M.G.L. c.44B.
  - b) Every six months until the Completion Date, AUTHORITY shall provide the COMMITTEE with a written update on the progress toward completion of the Work. A final report, including digital photo documentation of the project where appropriate, is due within 30 days of the Completion Date.
4. Contact. AUTHORITY shall identify in writing a contact person responsible for the administration of the Project.
5. Funding. The TOWN shall pay the AUTHORITY the Funds within 30 days of the execution of this Grant Agreement. The AUTHORITY shall expend the funds in accordance with the sole purpose submitted in the APPLICATION.
6. Liability of the TOWN. The TOWN's liability hereunder shall be to make payments specified in Paragraph 6 of this Grant Agreement and the TOWN shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Grant Agreement.
7. Independent Status. AUTHORITY acknowledges and agrees that it is acting in a capacity independent of the TOWN.
8. Indemnification. AUTHORITY shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from AUTHORITY's performance of the Work that is the subject of this Grant Agreement or the negligence or misconduct of the AUTHORITY or its agents or employees.

9. Record Keeping. AUTHORITY shall keep such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the TOWN. Should AUTHORITY have multiple funding sources, AUTHORITY shall track specific expenditures of the Funds separate from other funding sources. The TOWN shall have full and free access to such records and may examine and copy such records. AUTHORITY further agrees to meet from time to time with the COMMITTEE or its designee(s), upon reasonable request, to discuss expenditures of the Project Funds.

10. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. AUTHORITY shall not assign or otherwise transfer this Grant Agreement, in whole or in part without the prior written consent of the TOWN.

11. Termination. This Grant Agreement shall terminate upon AUTHORITY's final disbursement of all Project Funds. In the event that AUTHORITY fails to fulfill its obligations under the terms of this Grant Agreement as determined by the TOWN, the TOWN shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to AUTHORITY. Upon receipt of such notice, AUTHORITY shall refund all undisbursed Project Funds to the TOWN, and such funds shall be returned to the CPA account from which the Funds were appropriated.

13. Compliance with Laws. AUTHORITY shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Work undertaken pursuant to this Grant Agreement. AUTHORITY or its designees shall be responsible for obtaining any necessary licenses, permits, and approvals required for the performance of such Work.

14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S. Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service.

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

16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and AUTHORITY submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

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

TOWN OF HARWICH

BOARD OF SELECTMEN

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HARWICH HOUSING AUTHORITY

*Gregory Cannon*  
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TOWN OF HARWICH

COMMUNITY PRESERVATION COMMITTEE

*David J. Nelson*  
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# Town of

Anita N. Doucette, MMC/CMMC  
Town Clerk



# Harwich

732 Main Street  
Harwich, Massachusetts 02645  
Tel. 508-430-7516

## TOWN OF HARWICH ANNUAL TOWN MEETING SEPTEMBER 26, 2020

### RENTAL ASSISTANCE PROGRAM

**ARTICLE 34:** To see if the Town will vote to appropriate from Community Preservation Act Funds - Community Housing Reserve \$160,911 and from the FY 21 Estimated Revenue \$39,089 for a total of \$200,000 to fund the rental assistance program for families earning 80% or less than average median income (AMI). Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds - Community Housing Reserve, and further authorize the Board of Selectmen to enter into a grant agreement, including the acquisition of a restriction, if appropriate, with the Harwich Housing Authority, and to act fully thereon. By request of the Community Preservation Committee and the Harwich Housing Authority. Estimated Cost: \$200,000

**THE FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED WITH THE AMOUNT OF \$200,000.00 TO BE TRANSFERRED FROM COMMUNITY PRESERVATION ACT FUNDS TO FUND MORE AFFORDABLE RENTAL HOUSING FOR THE TOWN.**

**VOTE: YES-6, NO-0**

**The Board of Selectmen Recommends: 4-0**

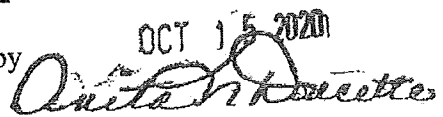
**MOTION:** (Dana DeCosta, Chairman- Finance Committee) I move that this article be accepted and adopted as printed in the Warrant. Duly seconded

The CPC Committee favorably recommended this article.

**ACTION:** It was a unanimous vote, so declared

A true copy

Attest:

*OCT 15 2020*  
  
Anita N. Doucette, MMC/CMMC  
Town Clerk

TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE  
2019 CPA PROJECT FUNDING REQUEST APPLICATION  
FISCAL YEAR 2020-2021

Submission Date: 9-17-19

COPY

APPLICANT INFORMATION

Applicant: John Stewart

Town Committee, Board or Organization: Harwich Housing Authority

Legal Mailing Address: 240 Crowell Road, Chatham, MA, 02633 02633

Phone: 508-430-2390 Email Address: john@harwichha.org

Project Manager: John Stewart/ Tracy Cannon

Legal Mailing Address: 240 Crowell Road Chatham, MA, 02633

Phone: 508-430-2390 Email Address: john@harwichha.org

Second Contact Person: Tracy Cannon

Legal Mailing Address: 240 Crowell Road Chatham, MA, 02633

Phone: 508-430-2390 Email Address: tracy@harwichha.org

PROJECT INFORMATION

PROJECT TITLE: Rental Assistance Program

PROJECT AMOUNT REQUESTED: \$200,000.00

PROJECT DESCRIPTION: Rental assistance to families who earn 80% or less of the AMI. This is a three program to help families become self-sufficient.

ESTIMATED START DATE: 7/15/2020

ESTIMATED COMPLETION DATE: when funds run out



Three years from the release of funds (July 2020) funds may be rescinded automatically; waivers may be sought.

CPA CATEGORY

APPLICANTS PLEASE TAKE NOTE \*\*please check boxes for all that apply\*\*

- Open Space:** This application is for the “acquisition, preservation, rehabilitation and/or preservation of open space”.
- Historic:** This application is for the “acquisition, preservation, rehabilitation and/or restoration of historic resources”. Please provide the date on which the HDHC received and endorsed this application.
- Community Housing:** This application is for the “acquisition, creation, preservation and/or support of community housing”.
- Recreation:** This application is for the “acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use”.

How does this project fit into Harwich’s Local Comprehensive Plan and/or other Plan? The Rental Assistance Program is a part of the Housing Production Plan.

How does this project benefit the citizens of Harwich? If appropriate, has the application sought public opinion or input? If not, why? It is a way to help offset the increasing rents and to help families stay in town. As mentioned above it is listed in the Housing Production as one of the ways to help address the the need for affordable rentals.

Please list other Commissions/Boards/Committees/Organizations that may have involvement, jurisdiction, partnering:

<u>Commissions/Boards/Committees/Organizations</u>	Please have them initial here after their review


**Describe their response, or provided written comments/input:**

**PROJECT BUDGET:** Attach a dated and detailed line item project budget estimate for your funding request. If the request involves a Town-owned asset, provide the project's projected operating expenses, including maintenance.

**COST ESTIMATE(S):** \$200,000 Total. 2% goes to the Housing Authority to run the program the rest (\$196,000) goes to offset rents. There are no other costs involved.  
 Attach cost estimates or firm quotes (if available) for all projects.

**LAND and/or BUILDING ACQUISITION PROJECTS:** The following **must** also be submitted, as applicable:

- Surveys and/or plot plans for the property
- Appraisals and agreements, if available.
- Name of present owner and attach copy of deed conveying property unto present owner.
- Property address, Harwich Assessor's property identification (Map#, Parcel #).
- For proposed Open Space land purchases, be prepared to discuss public access with the Committee.

\*\*\*\*\*  
 By signing below, the Applicant represents and warrants that all the information included is true and correct to the best of the signer's knowledge and belief. Further, the Applicant acknowledges in the event that the Community Preservation Committee agrees to grant funds to Applicant (and subject to Town Meeting approval), this application together with any Terms and Conditions shall constitute a binding agreement, between the Applicant and the Community Preservation Committee. Further, Applicant acknowledges and agrees to execute any additional grant agreements should the Community Preservation Committee so request.

**ATTESTATION: I HEREBY ATTEST THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.**

Signature - John Stewart Title  
 Executive Director Harwich Housing Authority

Printed Name John Stewart Date 9/17/2019

**TOWN**  
**ADMINISTRATOR'S**  
**REPORT**



## Golf Department Monthly Report

October 2020

**Course closures:** The golf course was only closed in full one day in the month of October due to weather (10/30). Men's and Women's League each cancelled play once due to weather. The Senior Club Championship was reduced from 2 days to one day due to rain on 10/17. The first frost delay of the year occurred on 10/31.

**Tee Times:** Tee times remained in high demand throughout the first 3 weeks of October for both CV members and fee paying public. The final 10 days of the month saw our first "slow down", especially on weekdays. Even with this slow down, demand remains higher than previous years at this time of year.

Public booking through our GolfNow agreement have been strong. These online prepaid bookings are introducing new customers to the course in a "contact free" manner, as planned.

At the golf committee level there has been discussion over the previous 2 meetings to recommend and implement edits to our Chelsea priority based tee time distribution system to address new pressures placed upon the system due to the covid-19 crisis.

**Rates & Fees:** The Golf Committee held a public hearing on rates & fees on October 20<sup>th</sup>. I presented a recommendation to the committee on October 7<sup>th</sup>, the committee endorsed with a few edits and 8 members of the public provided comments at the hearing. We will formally present the recommendation to the Board of Selectmen in November.

**Projects:** The Front of the Clubhouse Landscape/Paving project is currently out to bid. There will be a meeting with prospective bidders on site on November 9<sup>th</sup> and bids are due on November 22<sup>nd</sup>.

The golf course solar project is currently delayed, as the vendor awaits issuance of a construction permit. The permit is currently in process and due to be issued shortly and work is ready to commence immediately upon receipt of permit.

The town engineer has engaged an electrical engineer to assist with creation of a bid packet for the Electric Charger Grid in Cart Barn.

**Golf Course Maintenance-** Greens were core-aerated on 10/17 & 18.

**License & Lease Agreements:** 5 year agreements with both Miller Golf (Golf Instruction License) and the Hot Stove (Restaurant Lease) conclude this fall/winter. Both agreements were for 3 years with 2 year extensions. The golf committee and I view both relationships as very successful for the golf operation and we are hopeful that they will pursue new agreements in 2021. We are currently preparing to advertise RFP's for both services.



Respectfully submitted,

Roman Greer, PGA

Director of Golf

## **Health Director Monthly Report October 2020**

### **COVID 19**

Twice weekly calls with the Department of Public Health and Division of Labor Standards occur on Tuesdays and Fridays each week. These calls have been vital for learning about the updates and changes to Orders and safety standards.

Please see weekly COVID-19 updates for more information on this topic.

### **Flu Clinics**

Two public flu clinics and one employee flu clinic were held in October. The employee clinic was assisted by our Town Nurse Sue Jusell and her volunteer nurses as well as the Barnstable County Public Health Nurse. These clinics were held outside in a drive-through manner in order to maintain social distancing and provide a safe environment for staff and participants. The community center parking lot provided an ideal traffic flow for these events however the last clinic was moved due to inclement weather. The last clinic was done at the Public Safety Building utilizing the drive through garage bays on the Police Department side of the facility. This change was due to strong winds and rain and worked out perfectly. Thank you to the Police and Fire Departments for allowing the use of their site for the afternoon, our nurses and staff were able to stay warm and dry!

The combined total of immunizations provided in October was approximately 450, including many children. The Health Department has not offered a public clinic in many years due to the vaccine being widely available at pharmacies for free. This year however, the demand was greater than in years past. The Visiting Nurses Association was able to accommodate us with two public clinics. Funding was provided by the Department of Public Health as an incentive to provide public clinics this year. The Town of Harwich received \$1800.00 that went toward supplies and staffing.

### **Other information**

The Massachusetts Health Officers Association held its first ever virtual annual conference this year. The seminars were split up into three morning sessions and provided much needed continuing education credits towards our required licenses.

The Health Agent's Coalition continues to meet weekly to discuss COVID related topics as well as other regional concerns. Even though we have been "living" an emergency, the CDC is insisting that the region hold a tabletop exercise to practice for an emergency. The HAC has been planning a tabletop drill that is scheduled for late winter 2021.

Discussions with the Sewer Commissioner have been revitalized as we get closer to completing the first section of Phase 2. Decisions on next steps and what the BOH involvement might look like are being considered.

Respectfully submitted,  
Meggan Eldredge 11.12.2020

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

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

Date Submitted: November 9, 2020

**One Week Look Ahead (11/9/20-11/13/20)**

- Pump Station Crew # 1
  - Continue Working on Spence's Trace & RT 137 Pump Station Site
  - Prepare Foundation area for Spence's Trace & RT 137 Pump Station Sites
- Crew #2
  - Various Activities in Preparation for Paving
  - Installation of Pavement on Various Roads. ( please see sequence below)

**Two Week Look Ahead (11/16/20-11/20/20)**

- Pump Station Crew # 1
  - Continue Working on Spence's Trace & RT 137 Pump Station Site

**Three Week Look Ahead (11/23/20-11/27/20)**

- Pump Station Crew # 1
  - Continue Working on Spence's Trace & RT 137 Pump Station Site

**The Pavement Sequence will be as follows for the remaining roads this season:**

- Chris Jo Beth
- Landron
- Spruce Grove
- Sherwood
- Partridge
- Round Cove
- Reliance

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

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

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

**One Week Look Ahead (11/09-11/13)**

- Mainline Sewer Crew #1
  - Continue sewer on Cemetery Road from Church Street (C-6)
    - **Road Closed between Church Street and Rt 137**

**Two Week Look Ahead (11/16-11/20)**

- Mainline Sewer Crew #1
  - Continue / finish sewer on Cemetery Road from Church Street (C-6)
    - **Road Closed between Church Street and Rt 137**

**Three Week Look Ahead (11/23-11/25)**

- Mainline Sewer Crew #1
  - Start sewer on Harden Lane (C-5)

**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.**