

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract with Atlantic Recycling Equipment, LLC for Municipal Solid Waste Trailers

Date: July 18, 2023

This memorandum corresponds to *Contracts Agenda Item C: Approve a contract with Atlantic Recycling Equipment, LLC for the purchase of two Municipal Solid Waste trailers in the amount of \$205,000.00.*

Funding for the purchase of Two new MSW trailers was approved at the 2023 ATM, article 16, appropriating up to \$210,000.00 for this purpose.

Procurement procedures according to M.G.L. c 30B were utilized to select a vendor for the trailers. An Invitation for Bids was issued in June with a bid opening date of June 27, 2023. The IFB was advertised in the Cape Cod Chronicle, on Commbuys, and the Goods and Services Bulletin. Two sealed bids were received, the lowest being from Atlantic Recycling Equipment, LLC. in the amount of \$205,000. The second bid was in the amount of \$244,000 from a company called SpecTec.

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

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Kyle Edson

DEPARTMENT: DPW Landfill

FUNDING SOURCE: FY 2024 ARTICLE 16

Appropriated amount: \$210,000.00

Estimated cost: \$ 210,000.00 Actual cost: \$ 205,000

PROCUREMENT METHOD:

IFB

PURCHASE DESCRIPTION:

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

Replacement of two MSW transfer trailers, TT1 and TT2, per the DPW Vehicle Replacement Plan.
Minimum specifications are attached. Delivery terms are dependent on when the contract is fully executed.
Delivery of the trailers is unknown due to worldwide part/material supply chain issues and staff shortages.
Best estimate is 2 years.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW 014214 ATM 23 Art
16 Item #11

Funds Available: Finance Director: _____

Kathleen Barrette

Account # _____

83B11569769A4FD...

Approved to proceed: Town Administrator or Designee: _____

DocuSigned by:

Joseph F. Powers

0623C0C5799644E...

Summary of Project

TT1 AND TT2 Replacement

MSW trailer 1 and 2 are used daily in Disposal Area operations. They transport solid waste to off-Cape facilities. Due to their age, they are experiencing floor and structural issues, which may compromise its ability to remain roadworthy. Replacement is needed.

Funding Source: Article 16, FY 2024


Procurement Method: IFB

Town of Harwich Bid Opening

Date, Time:	Tuesday, June 27, 2023
Title:	Municipal Solid Waste Trailers

Vendor Name	acknowledgement of Addendum	Price Proposal
Spec Tec		244,000
Atlantic Recycling Equipment		205,000

Commencement	2:00 PM
Completion	2:05

	Name	Signature	Date
RFP Receiver	Meggan Eldredge		6-27-23
Witness	Kyle Edson		

TOWN OF HARWICH
INVITATION FOR BIDS
FOR THE PROCUREMENT OF
MUNICIPAL SOLID WASTE TRAILERS
FOR THE DIVISION OF HIGHWAYS & MAINTENANCE

Sealed bids for Municipal Solid Waste Trailers for the Town of Harwich Division of Highways & Maintenance will be received at the Office of the Town Administrator, Town Hall, 732 Main Street, Harwich, MA 02645 until **2:00 P.M., Tuesday, June 27, 2023** at which time all bids will be publicly opened and read.. Bids received after this time will be rejected. Delivery of the bids will be at the bidders expense. Any and all damages that may occur due to packaging, shipping or timely arrival will be the sole responsibility of the bidder. All bids must be submitted in one sealed envelope clearly marked: "Town of Harwich MSW Trailers Bid Submission".

Information for bidders, bid forms, specifications and other contract documents may be examined or obtained from the Town of Harwich website at the following address: <https://www.harwich-ma.gov/home/pages/procurement> or by calling (508) 430-7513. All inquiries relative to this Invitation for Bids are to be directed to Meggan Eldredge, Assistant Town Administrator at meldredge@harwich-ma.gov

The Town of Harwich reserves the right to reject any and all bids if it determines that such bid does not represent the best interest of the Town. The Board of Selectmen reserves the right to waive any informalities. The bid process and award of contract are made in conformity with M.G.L. c30B, unless otherwise stated.

Joseph F. Powers
Town Administrator

TOWN OF HARWICH

Invitation for Bids For Municipal Solid Waste 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 Municipal Solid Waste Trailers. The contract awarded pursuant to this Invitation for Bids, IFB, shall be for fiscal year 2024. 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, Tuesday, June 27, 2023, at which time all bids shall be opened publicly. 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 Municipal Solid Waste 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 B**. 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 Municipal Solid Waste 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 Assistant Town Administrator at the address stated above or via e-mail: mheldredge@harwich-ma.gov before 4:00 PM on Tuesday, June 20, 2023. 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 C**), a Tax Compliance Certificate (**Attachment D**) and a Certificate of Vote (corporate bidders only) (**Attachment E**).

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 F**. 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 Municipal Solid Waste 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.

CONTRACT

AGREEMENT FOR MUNICIPAL SOLID WASTE TRAILERS

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Select Board hereinafter referred to as "Town," and Atlantic Recycling Equipment, LLC with an address of 13 Jessie Doe Road, Rollinsford, NH, 03869-0609 hereinafter referred to as "Contractor", effective as of the 17th day of July, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with two (2) new 2023/2024 95 Cubic Yard Steel Ejector Closed Top Trailers as set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing July 18, 2023 through December 31, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$205,000.00 The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

- 1) General Liability of at least \$1,000, 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.

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 Select Board

DocuSigned by:

Todd Hager

802F35FF04374EC...

Todd Hager

Owner

Printed Name and Title

Approved as to Availability of Funds:

DocuSigned by:

Kathleen Barrette

(\$ 205,000)

Finance Director

Contract Sum

709640/HARW/0001

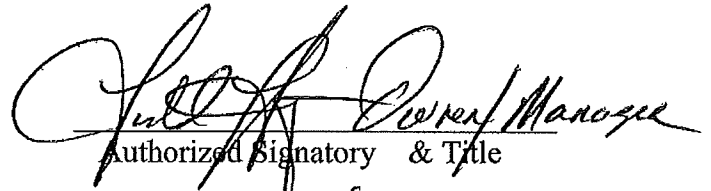
ATTACHMENT B
TOWN OF HARWICH
CONSTRUCTION AND DEMOLITION TRAILERS

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.

\$ 205,000⁰⁰ (in number values) _____ dollars (in written words)
for 2 Municipal Solid Waste Trailers Two Hundred and Five Thousand, dollars,
zero cents.

Atlantic Recycling Equip. LLC
Company Name


Authorized Signatory & Title

13 Jessie Doe Rd
Address

Todd Hager
Printed Name

Rollinsford, NH 03869-0609

thager@arenh.com
Email address

603-817-0216-cell
Telephone #

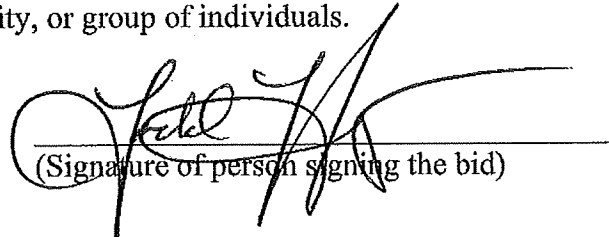
Alternate Contact Name/Number 603-749-2414-OFFICE

Corporate Seal

ATTACHMENT C

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)

ATLANTIC Recycling Equipment, LLC
(Name of Business)

ATTACHMENT D

CERTIFICATE OF TAX COMPLIANCE

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

Todd Hager, authorized signatory for

ATLANTIC RECYCLING EQUIPMENT 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]
(Signature of Authorized Representative)

Title: Owner/Manager

Date: June 27, 2023

ATTACHMENT E

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of ATLANTIC Recycling Equip. LLC
(Name of Corporation)
held on 1/5/2023 it was VOTED that:
(Date)

Todd Hager
(Name)

MANAGER
(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

MANAGER
(Officer)

under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: Ronald Zulkie

TITLE: General Manager

PLACE OF BUSINESS: ATLANTIC Recycling Equipment LLC

DATE OF THIS CERTIFICATE: 1/5/2023

I hereby certify that I am the clerk of the Corporation
that Todd Hager is the duly elected manager 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.

Ronald Zulkie
(Clerk)

CORPORATE SEAL:

ATTACHMENT A

See attached minimum specifications for Two (2) new 2023/2024 95 Cubic Yard Steel Ejector Closed Top Trailers.

Minimum Specifications for Two (2) New 2023/2024 95 Cubic Yard Steel Ejector Closed Top Trailers

The bid must be accompanied by a copy of these specifications and the bidder must set forth in the space provided the information required. The bid must also be accompanied by the manufacturer's specs, bulletins and warranties.

GENERAL:

THIS SPECIFICATION IS FOR A CURRENT TANDEM HORIZONTAL DISCHARGE TRAILER OF STEEL CONSTRUCTION, STANDARD PRODUCTION UNIT, NO PROTOTYPE UNITS.

CAPACITY:

95 CUBIC YARDS.

YES NO

LENGTH:

45'

YES NO

HEIGHT:

12' 6" OVERALL WITH A 49" FIFTH WHEEL HEIGHT.

YES NO

WIDTH:

96 IN. OVERALL

YES NO

SIDES:

96" HIGH, HARDOX 1/8 SIDES. SIDE POSTS ARE 6" WIDE ON 24" CENTERS AND SET AT 90 DEGREE TO THE BOTTOM RAIL WELDED CONTINUOUSLY.

YES NO

BOX BRACING:

3 ROWS OF 10 GA BOXBRACING LAST 12 FT

ROOF:

ROOF SHALL BE ^{10GA} 12 GA. WITH ^{AR450 125,000#} 3/16IN 80,000# LAST 10 FT.

YES NO

ROOF BOX BRACING:

10 GA ONE ROW FULL LENGTH WITH 2 ROWS LAST 10 FT.

YES NO

REAR POSTS:

REAR WITH 4" DEEP X 12" TO 18" HIGH X 1/4" GRABBERS TO FIT TOWN OF HARWICH GRABBERS

YES NO

TOPRAIL:

4" X 3" X 3/16" STRUCTURAL TUBING, 4" HORIZONTAL, SINGLE

^{4x4" x 1/4"}

PIECE, NO SPLICE

YES NO

RAM GUIDE CHANNEL: *3x4x1/4 Angle to fabricate into channel*
4x4x1/4

A 5" X 7" X 1/4" FORMED STEEL FLOOR CHANNEL SHALL RUN ENTIRE FLOOR LENGTH TO GUIDE EJECTION RAM. FLOOR CHANNEL WILL INCLUDE 3/16" X 6" CLEANER PLATE GUSSET ON TOP OF GUIDE CHANNEL WITH CONTINUOUS WELD.

YES NO

TAILGATE:

10 GA. STEEL DUTCH TYPE TO FIT THE TOWN OF HARWICH COMPACTOR HINGED ON DRIVERS WITH 2 TWO S-CAM OVER CENTER LATCHING SYSTEM. TAILGATE HINGES WILL CONSIST OF FOUR SETS CONTAINING TWO DEAD AND ONE LIVE HINGE PER SET. LIVE HINGES WILL INCLUDE GREASE FITTINGS. HINGE BAR WILL BE 1-1/4" COLD ROLL ROUND

YES NO

FLOOR:

3/16 IN. HARDOX ENTIRE LENGTH OF TRAILER

YES NO

CROSSMEMBERS:

4" JR. I-BEAM ON 12" CENTERS.

4" x 7.7 I beams over 5th wheel; landing legs

YES NO

BOTTOM RAIL:

10 GAUGE 50,000# YIELD STEEL FORMED BOTTOM RAIL WELDED TO 4" CROSSMEMBERS.

YES NO

4x4x1/2 wall structural tubing

FIFTH WHEEL PLATE:

HEAVY DUTY 3/8" STEEL PLATE WITH SAE KINGPIN SET 36" FROM FRONT OF TRAILER.

YES NO

3/8" Domex Plate

HYDRAULIC CYLINDER:

HEAVY DUTY DOUBLE ACTING 9"X456" TELESCOPIC CYLINDER WITH INTERNAL RELIEF AND THIRD STAGE SUPPORT CARRIER.

YES NO

EJECTOR BLADE:

STEEL 3/16 IN. 80,000# YIELD EJECTION BLADE WITH 3/16" T-1 STEEL REPLACEABLE SHOES. RAM WILL INCLUDE A HOLD DOWN TO KEEP RAM FULLY RETRACTED WHEN TRAILER IS EMPTY.

YES NO

MARKER LIGHTS:

LED TO MEET FEDERAL CODE 108 / D.O.T. REGULATIONS

YES NO

MID-MOUNT TURN SIGNALS:

LED DIRECTIONAL TURN SIGNALS MOUNTED IN STEEL

BRACKETS LOCATED IN CENTER OF TRAILER EACH SIDE. YES NO

LIGHT KIT:

LED SEALED SYSTEM, REPLACEABLE SEALED BEAM TAILLIGHTS TO BE MOUNTED IN TAILGATE. YES NO

ELECTRICAL:

A 12 VOLT SYSTEM WITH A 7 WAY DOT CONNECTOR ON FRONT. ALL WIRING TO BE WATERPROOF AND RUN THROUGH RUBBER GROMMETS. YES NO

MUDFLAPS:

RUBBER FLAPS MOUNTED REAR OF SUSPENSION. STEEL IN FRONT OF TANDEMS YES NO

FRAME:

10" I-BEAM 15# PER FOOT 34'6" LONG EXTENDING FROM REAR TO LANDING GEAR. YES NO

SUSPENSION:

REYCO 21B 52,000#, 4 SPRING, 9 LEAF. YES NO

AXLES:

FIVE INCH ROUND 25,000# CAPACITY 5/8" WALL. 71 1/2 TRACK YES NO

BRAKES:

16-1/2" X 7" AIR STANDARD CAM TYPE, WITH AUTOMATIC SLACK ADJUSTERS AND AUTOMATIC BRAKE SYSTEM. 4S/2M ABS SYSTEM. YES NO

WHEELS:

10 STUD HUBS WITH OUTBOARD DRUMS. YES NO

RIMS:

8.25 X 24.5 STEEL DISC PAINTED WHITE WITH TWO HOLES YES NO

TIRES:

11R-24.5 16 PLY LOAD RATING H YES NO

SPARE TIRE:

8.25 X 24.5 STEEL RIM WITH TWO HOLES, 11R-24.5 16 PLY H RATING YES NO

TIRE CARRIER

YES
YES NO

LANDING GEAR:

HEAVY DUTY TWO SPEED HOLLAND MARK V, 17" TRAVEL,
WITH SELF LEVELING SAND SHOE
RATED AT 120,000 STATIC LOAD CAPACITY.
WITH 1/4" SIDE BRACES FOR REAR LOADING

YES NO

BUMPER:

LANDFILL TYPE PUSHER WITH TWO TOW HOOKS
HEAVY DUTY WITH 3/8 TUBING

YES NO

LADDER:

RUNG STYLE LADDER MOUNTED ON DRIVER SIDE FRONT.

YES NO

HYDRAULIC SYSTEM:

3 LINE SYSTEM WITH ONE 5100-S5-16B PRESSURE AND TWO
5100-S5-20B RETURN LINES WITH 108" LONG TWO
WIRE BRAID HOSES.

YES NO

OIL TANK:

NO

YES NO

PAINT:

THE ENTIRE TRAILER SHALL BE SANDBLASTED AND PAINTED
IMRON GREY

YES NO

UNDERCOATING:

THE ENTIRE UNDERSIDE OF THE TRAILER CROSSMEMBERS,
RUB RAIL, FLOOR PIN PLATE ASSEMBLY SHALL BE
UNDERCOATED

YES NO

Atlantic Recycling Equipment, LLC

13 Jesse Doe Road
 Rollinsford, NH 03869-0609
 Phone: 603-749-2414 Fax: 603-7492421
 www.atlanticrecyclingequipment.com

Attn: Lincoln Hooper Phone: 508-237-1875 Email: lhooper@harwichdpw.com Company: Harwich, MA, Town of Address: Town of Harwich, MA, P O Box 1543, 273 Queen Anne Rd, Harwich, MA, 02645	Date: Jun 21, 2023 Re: "Town of Harwich MSW Trailer Bid Submission" File Number: 1086 Property: Transfer Station-Harwich Address: 209 Queen Anne Rd, Harwich, MA, 02645
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As requested, we are pleased to offer our Equipment proposal for the above referenced project as follows:

1. WHET 97yd. Horizontal Ejector Trailer

HORIZONTAL EJECTOR TRAILER
 Length: 45'
 Width: 96"
 Yardage: 97
 Material: Steel
 Sidewall Height: 96"
 Sidewall Material: 1/8" AR-450
 Sidewall Bracing: 3"x6"x 10 Ga. Formed
 Custom Bracing Spacing: One Horizontal
 full length and three horizontals last
 12 feet
 Floor: 3/16 AR-450
 Crossmembers: 4" Jr. I-beam
 Crossmembers Spacing: 12" C/L

Material	Qty	Unit Price	Subtotal
Misc	2	\$98,500.00	\$197,000.00

2. Misc

EJECTOR:
 Wear Surface: T1/AR-450 Steel
 Guiderails/Rollers: Yes
 Face Plate/Snout: 3/16" AR-450
 Cylinder: DAT96-48-456
 Control Valve: 1
 Oil Tank: None (On Tractor)
 Hoses: Yes
 Options Three line system, one
 5100-S5-16B pressure and two 5100-S5-20B
 return
 lines. 108" or 9' hoses

Material	Qty	Unit Price	Subtotal
Misc	1	\$0.00	\$0.00

3. Misc

COMPACTOR COMPATIBLE:
 Compactor Latch: Rear Corner Post Side
 Mount
 Latch Height: To be confirmed with
 dealer

Material	Qty	Unit Price	Subtotal
Misc	1	\$0.00	\$0.00

4. Misc

BULKHEAD:
 Bulkhead Shape: Flat
 Bulkhead: Open

Material	Qty	Unit Price	Subtotal
Misc	1	\$0.00	\$0.00

5. Misc

TAILGATE:
 Tailgate Hinge: (2) Dutch Doors
 Tailgate Material: 10 Ga.
 Tailgate Hinge: Driverside
 Tailgate Panels: 3
 Watertight Seal: 16" Seal
 Manual barndoor type with 3 latches;
 steel lockrod with cam locks and safety
 chain
 Custom Tailgate: Fit Harwich compactor

Material	Qty	Unit Price	Subtotal
Misc	1	\$0.00	\$0.00

6. Misc

ROOF SYSTEM:
 Roof: 10 Ga.
 Roof Specs: Last fifteen feet to be
 3/16" AR450, bracing to be same as side
 walls

Material	Qty	Unit Price	Subtotal
Misc	1	\$0.00	\$0.00

7. Misc

RUNNING GEAR:
 Tires: 11R24.5 LR H (16 Ply)
 Wheels: 24.5 X 8.25 Hub Piloted Steel
 Disc Wheels
 Drums: Cast Iron Drums 7.5" x 16.5"
 ABS: Haldex 4S/2M
 SubFrame: 10" I-Beam x 15 lb/ft
 Axle Detail: TQ 25K Rated 96"
 Suspension: Reyco 21B 9 Leaf Spring
 (13,000#)
 Suspension Spacing: 49"
 King Pin Setting: 36"
 Landing Jack: Steel 2-Speed HD (200K
 Rated w/ 62.5K Lift) Roadside
 Hubodometer: No
 Tire Carrier: Yes

Mudflaps: Full Flaps Across Rear and
 Flaps in Front of Front Trailer Axle
 Bumper: HD Bumper w/ 2 Tow Hooks

Material	Qty	Unit Price	Subtotal
Misc	1	\$0.00	\$0.00

8. Misc

FINISH:
 Body Finish: Medium Grey Metallic
 Running Gear Finish: Coach Black
 Custom Paint: Undercoating underside of
 trailer with Raptor Undercoating

Material	Qty	Unit Price	Subtotal
Misc	1	\$0.00	\$0.00

9. Misc

LIGHTS:
 Std. Lights In accordance with FMVSS108
 LED lights
 w/ sealed wiring harness
 with midmount turn signals.
 Rear Lights in Tailgate

Material	Qty	Unit Price	Subtotal
Misc	1	\$0.00	\$0.00

10. Freight

Freight charges to Harwich, MA Transfer Station, price per trailer.

Material	Qty	Unit Price	Subtotal
Freight Charges	2	\$4,000.00	\$8,000.00

11. Misc

PAYMENT TERMS:
 10% Deposit check with signed order.
 Balance due Upon Delivery to the Town of Harwich,MA.
 Current Factory Lead time is 240 days from date of signed order and 10% deposit check is
 received due to the push out cylinders.

Material	Qty	Unit Price	Subtotal
Misc	1	\$0.00	\$0.00

QUALIFICATIONS

1. Our offer is firm for 30 thirty days from the date listed above.
2. Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
3. Unless noted in the specific inclusions, our work will be performed during our normal working hours and work week.
4. Quote must be signed for approval and emailed (admin@arenh.com) or faxed (603-749-2421) to our Office.

Total Proposal as Outlined Above..... \$205,000.00

Payment Terms: SEE ABOVE FOR PAYMENT TERMS

Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge to this quotation. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry all necessary insurance coverage. Our employees are fully covered by workers compensation insurance.

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Acceptance:

The above quoted pricing, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the job.



**Warren Equipment, Inc.
One Year Limited Warranty
Dump Bodies / Frame Dump Trailers
Refuse Trailers**

Warren Equipment, Inc. warrants each new dump body, frame dump trailer or refuse trailer (here after referred to as the equipment) manufactured by us to be free from defects in materials and workmanship, provided the equipment warranted hereunder is operated by the purchaser in accordance with generally approved practices, with loads not exceeding the manufacturers rated capacity and with loads that are not abrasive or corrosive in nature for a period of **1 year after delivery**.

Body and frame parts of the equipment found to be defective within the warranty period shall be repaired or replaced at the sole discretion of Warren Equipment, Inc. as set forth below.

MANUFACTURED COMPONENT WARRANTY SCHEDULE

PURCHASED COMPONENT WARRANTY SCHEDULE **1 Year** **100%**

A) Axles, Suspensions, Landing Gears, Wheels, Hubs,
Rims & Hydraulic Cylinders.

B) Airlines, Springs, Airbags, Leveling Valves, Bearing, **1 Year** **100%**
Brake Valves, Tarps and Tarp Accessories.

C) Oil Seals, Shock Absorbers, Hubcaps, Brake Drums, **1 Year** **100%**
& Suspension Alignment.

D) Tires **All Warranty claims must be made to the tire dealers.**

All warranties, if any, extended to Warren Equipment, Inc. by the makers or suppliers of component parts, accessories or other goods included in the manufacture of Warren Equipment will be assigned, if contractually permitted to be purchaser of Warren Equipment. Specific component warranty details will be provided to be purchaser upon request. Tire warranties are expressly excluded from Warren's warranty herein.

This warranty does not expand, enlarge, or alter in anyway, the warranties provided by the manufacturer and suppliers of component parts and accessories used in the manufacturing of Warren equipment.

WARREN AND THE PURCHASER AGREE THAT IN CONSIDERATION OF THE ABOVE EXPRESSED WARRANTY, ALL OTHER WARRANTIES OTHER THAN TITLE, EITHER EXPRESSED OR IMPLIED, WHETHER ARISING UNDER LAW OR EQUITY INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS CONTRACT. FURTHER, THE FORGOING WARRANTY IS SOLELY TO THE FIRST PURCHASER FROM WARREN OR FROM AN AUTHORIZED DISTRIBUTOR.

Limitations of Actions: Without extending the period of warranty stated above, any action for breach of warranty must be commenced within one year of the breached claim or forever barred.

Limitation of Damages: The purchasers' remedy stated above shall be exclusive for any and all claims against Warren whether based on contract, negligence, tort, or any other theory. In no event shall Warren be liable for any consequential damages, which may result from any defect or failure of the unit or part.

Low Bidder:

Atlantic Recycling

Article 16

Bid Price:

\$

12/13/18 Revised Procurement Checklist

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

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

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

014214 ATM 23 Art 16
Item #11

- 2. Finance Director has signed that funds are available: Kathleen Barrette Account #
3. Please provide a single copy of the bid packet along with all supporting documents.
4. Please use K-P Law provided standardized contracts.

Table with 2 columns: Buildings and Public Works, Goods and Services. Contains various checklist items (C1-C7, GS1-GS4) with checkboxes.

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

Signature of Town Administrator or Assistant Town Administrator: Kathleen Barrette

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

Minimum Specifications for Two (2) New 2023/2024 95 Cubic Yard Steel Ejector Closed Top Trailers

The bid must be accompanied by a copy of these specifications and the bidder must set forth in the space provided the information required. The bid must also be accompanied by the manufacturer's specs, bulletins and warranties.

GENERAL:

THIS SPECIFICATION IS FOR A CURRENT TANDEM HORIZONTAL DISCHARGE TRAILER OF STEEL CONSTRUCTION, STANDARD PRODUCTION UNIT, NO PROTOTYPE UNITS.

CAPACITY:

95 CUBIC YARDS.

YES ___ NO ___

LENGTH:

45'

YES ___ NO ___

HEIGHT:

12' 6" OVERALL WITH A 49" FIFTH WHEEL HEIGHT.

YES ___ NO ___

WIDTH:

96 IN. OVERALL

YES ___ NO ___

SIDES:

96" HIGH, HARDOX 1/8 SIDES. SIDE POSTS ARE 6" WIDE ON 24" CENTERS AND SET AT 90 DEGREE TO THE BOTTOM RAIL WELDED CONTINUOUSLY.

YES ___ NO ___

BOX BRACING:

3 ROWS OF 10 GA BOXBRACING LAST 12 FT

ROOF:

ROOF SHALL BE 12 GA. WITH 3/16IN 80,000# LAST 10 FT.

YES ___ NO ___

ROOF BOX BRACING:

10 GA ONE ROW FULL LENGTH WITH 2 ROWS LAST 10 FT.

YES ___ NO ___

REAR POSTS:

REAR WITH 4" DEEP X 12" TO 18" HIGH X 1/4" GRABBERS TO FIT TOWN OF HARWICH GRABBERS

YES ___ NO ___

TOPRAIL:

4"X 3"X 3/16" STRUCTURAL TUBING, 4" HORIZONTAL, SINGLE

OFFICE OF THE SELECT BOARD

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



July 24, 2023

Jane Pfister
Grant Coordinator
Department of Energy Resources
100 Cambridge Street, Suite 1020
Boston, MA 02114

Dear Ms. Pfister:

The Town of Harwich has steadily been working towards completion of the designation grant, but the Town is seeking an extension to continue our efforts. Currently, it is expected that the Town will complete the Community Center boiler project (grant amount of \$134,352) by July 2023. The Town has paid \$225,150 towards the total contract price of \$278,375.

The Community Center chiller project (grant amount of \$26,600) has required additional time for HVAC design, and that is anticipated to be completed in July 2023. As such, installation of the chiller is expected to complete after the current contract deadline. To date, the DOER has made the initial disbursement of \$40,238. The Town would like to formally request an extension of this grant.

Sincerely,

Mary E. Anderson
Chair, Select Board of the Town of Harwich

TOWN
ADMINISTRATOR'S
REPORT

**Town of Harwich
Board of Selectmen Committee Vacancies
July 1, 2023**

Agricultural Commission (4 Full/1 Alternate)	5
Brooks Academy Museum Commission	1
By-Law Charter Review Committee	1
Capital Outlay Committee (Select Board/Town Administrator Appointee)	2
Community Center Facilities Committee	1
Conservation Commission (1 Alternate/1 Full)	2
Council on Aging	2
Community Preservation Committee	2
Harwich Accessibility Rights Committee (2 Alternate)	2
Harwich Cultural Council	1
Harwich Energy and Climate Action Committee (1 Full/2 Alternate)	3
Harwich Housing Authority	1
Harwich Housing Committee	2
Historic District/Historical Commission (2 Full Members- 1 Associate Member)	3
Local Planning Committee	1
Planning Board (2 Alternates)	2
Real Estate and Open Space Committee	1
Recreation and Youth Committee	1
Voter Information Committee	3
Youth Services (1 Full/1 Alternate)	2
Zoning Board of Appeals (2 Alternate)	2

Citizen's Committee Vacancy Forms are available on our website

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

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

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract with Cape Cod Flip, Inc.

Date: July 18, 2023

The air conditioning units in the Cranberry Valley Golf Course Clubhouse unexpectedly failed during the week of June 25th. Gold Director Roman Greer worked with Facilities Manager Sean Libby to put together a purchase description and request three quotes for the repair or replacement of the units.

Cape Cod Flip, Inc. was the most responsive and responsible bidder and was selected to perform the work. A contract was executed in the amount of \$21,268.00 and the contractor has nearly completed the work as of the writing of this memo.

Funding for this work is fully covered by the Golf Revolving Fund.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Roman Greer DEPARTMENT: Golf

FUNDING SOURCE: Golf Revolving Fund 15436952-538000

Appropriated amount: \$250,000.00 Estimated cost: 21,268 Actual cost: 21,368.00

PROCUREMENT METHOD:

M.G.L. 30b

PURCHASE DESCRIPTION:

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

One of the AC compressors that serve the golf clubhouse has failed and is unrepairable, per Facility Manager Sean Libby. This unit was at the end of it's lifespan and was scheduled for replacement in FY28.

Description of services required:

Instsall new air conditioning compressor with air required electrical connections.

Intall one 24,000 BTU wall unit in pro shop.

Install one 14,000 BTU ceiling cassette in main entrance.

Install one 7,000 BTU ceilinng cassette in large office.

Install one 4,000 BTU wall mount in small office.

Install all line sets and communication line to all units.

PRessure test all line sets

Vac and charge all line sets.

Test all units to make sure they are operating properly.

Schedule: Intallation within within 2 weeks of contract signing.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW 15436952-538000

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

Approved to proceed: Town Administrator or Designee: Meggan Eldredge
DocuSigned by: A3DEE14D2F1248B...

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 Cape Cod Flip, Inc., with an address of 242 Leland Road, Brewster, MA 02631 hereinafter referred to as "Contractor", effective as of the 3rd day of July 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with materials and labor including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing July 3rd 2023 through August 1, 2023.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$21,268.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

ARTICLE 13: SEVERABILITY:

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

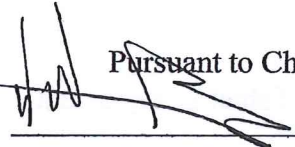
ARTICLE 14: ENTIRE AGREEMENT:

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

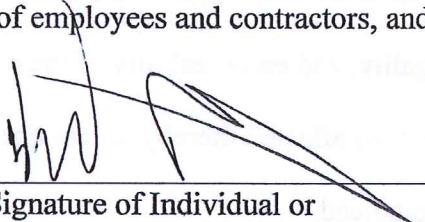
ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES


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

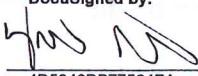
86-1341843
Social Security Number or
Federal Identification Number


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

By 
DocuSigned by:
-4D5940DB77564FA-
Zachary Maintanis
Zachary Maintanis
Printed Name and Title

TOWN OF HARWICH

by its Board of Selectmen Over \$75,000

Approved as to Availability of Funds:

DocuSigned by: Kathleen Barrette
21,268 (\$ _____)
Finance Director Contract Sum

PO24002
Account/PO # _____
15436952-538000

by its Town Administrator Up to \$75,000

DocuSigned by: Joseph F. Powers
Town Administrator

Attachment A

Scope of Services

- Install one Fujitsu VRF 4T in the same location of the existing unit.
- Connect Line Voltage to the New System using the existing disconnect.
- Install one 24,000 BTU wall mount in the same location as the existing heat in the pro shop.
- Install one 14,000 BTU ceiling cassette in the main entrance.
- Install one 7000 BTU ceiling cassette in the large office.
- Install one 4000 BTU wall mount in the small office in the same wall as the existing heat.
- Install all line sets and communication line to all units.
- Pressure test all line sets.
- Vac and charge all line sets
- Test all units to make sure they are operating properly.
- File for rebates, if any are available.



8 South Yarmouth Road | Dennis, Massachusetts 02638
 7747229297 | capecodflipma@gmail.com

RECIPIENT:

Sean Libby
 183 Oak Street
 Harwich, Massachusetts 02645

Quote #206	
Sent on	Jun 28, 2023
Total	\$21,268.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	TOTAL
Materials and labor	Install one Fujitsu VRF 4T in the same location of the existing unit. Connect line voltage to the new system using the existing disconnect. Install one 24,000 BTU wall mount in the same location as the existing heat in the pro shop. Install one 14,000 BTU ceiling cassette in the main entrance. Install one 7000 BTU ceiling cassette in the large office. Install one 4000 BTU wall mount in the small office in the same wall as the existing heat. Install all line sets and communication line to all units. Pressure test all line sets. vac and charge all line sets. Test all units to make sure they are operating properly. File for rebates, if any are available.	1	\$21,268.00
Notes	Payment is due in full before rebates are filed.	1	\$0.00

A deposit of \$14,000.00 will be required to begin.

Total \$21,268.00

This quote is valid for the next 10 days, after which values may be subject to change.
 By signing this estimate you agree to the job description, payment schedules and any notes listed above.

Signature: _____ Date: _____

Project Name: Golf Clubhouse AC replacement

TM Year and Article #: revolving account

Appropriation: \$250,000

Low Bidder: Cape Cod Flip

Bid Price: 21,368.

12/13/18 Revised Procurement Checklist

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

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

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: 15436952-53800 Account
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

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

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

Signature of Town Administrator or Assistant Town Administrator: 



HARWICH FIRE DEPARTMENT

MEMORANDUM

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

Date	7/06/2023
To:	Joe Powers, Town Administrator
From:	Craig Thornton
Subject:	Procurement Gear for New Hires

Summary of Project

Project: The fire department has four new firefighters starting on July 10, 2023. The department provides two sets of complete structural firefighting gear for each station.

Description: The structural firefighting gear that is being requested is equipment that is currently being used. The equipment includes per firefighter two complete sets of gear. This includes a coat, pants, boots, gloves, protective hoods, and one helmet. One helmet per person as we have 4 new helmets in stock for distribution.

Following the guidance of MA State Contract – PSEE01 Contract, prices were requested from NorthEast Rescue.

Bases on the pricing requested, the department would like to purchase the equipment listed in the attached quote.

Contract: MA State Contract PSE01 VC6000185170

Vendor: Northeast Rescue

1) Quote Q-20231221 (7/05/2023) Amount: \$36,952.00

Additional Information: The pricing requested is for equipment that is being used by our current firefighters and comes highly recommended. The vendor is well-known to us for supplying us with quality products and competitive pricing.

Funding Source: FY24 Fire Department operating budget
Org# 12202 Obj# 573500

Total Funds: \$36,952.00

Contact/Signatory:

NorthEast Rescue Systems
280 Milton Street
Dedham, MA 02026

Dorothy O'Connor doconnor@northeastrescue.com

Included Documentation:

Procurement Checklist & Approval Form
NorthEast Rescue Systems Quote Q-20231221 (7/05/2023)
KP LAW Contract
Post Procurement Checklist

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Thornton **DEPARTMENT:** Fire Department

FUNDING SOURCE: FY24 FD Budget Org# 12202 Obj# 573500

Appropriated amount: \$70,750.00 **Estimated cost:** \$36,952.00 **Actual cost:** \$36,952.00

PROCUREMENT METHOD:

MA State Contract PSE01 VC6000185170

PURCHASE DESCRIPTION:

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

FireFighting Gear for McHugh, DePrizio, McShera, and DeBrosky

8 PRO series Nighthawk Boots

8 Fire Armor Gloves

8 Lifeliners Hoods

4 Black Ben 2 NFPA Helmets

Please see Quote Q-20231221 for descriptions of equipment

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

012202 573500

Funds Available: Finance Director:

DocuSigned by:
Barbara Bjornson
FE1E73157DDA4ED...

Account # _____

Approved to proceed: Town Administrator or Designee:

DocuSigned by:
Joseph F. Powers
0623C0C579964E...

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 **North East Rescue Systems**, with an address of **280 Milton Street, Dedham, MA 02026**, hereinafter referred to as "Contractor", effective as of the **XX** day of **XXXX 2023** In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with **Firefighting Gear as listed in Quote Q-20231221**, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder as soon as reasonably possible as the equipment becomes available to complete the purchases as listed **Quote Q-20231221**.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$36,952.00**. The Contractor shall submit invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured 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, Dorothy O'Connor, 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.

043394594
Social Security Number or
Federal Identification Number

DocuSigned by:
Dorothy O'Connor
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen Over \$50,000

DocuSigned by:
Dorothy O'Connor
3C13CABE09694C8...
Dorothy O'Connor President
Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$50,000

DocuSigned by:
Barbara Bjornson (\$ 36,952)
Finance Director Contract Sum

DocuSigned by:
Joseph F. Powers
Town Administrator

012202 573500



Quote

Date	Quote #
7/5/2023	Q-20231221

617-325-3993 Fax # 617-325-0238

Quote For
Harwich Fire Department Deputy Thornton 175 Sisson Road Harwich, MA 02645-2616

MA WBE certified with SDO
City of Boston's SLBE/MWBE
MA State Contract PSE01 VC6000185170

FOB	Terms
manufacturer	Net 30

Item	Description	Qty	Price E...	Total
Harw17BD-T-BL...	2 sets each - McHUGH; DePRIZIO; McSHERA; DeBROSKY; LTO 17BD Tail Black MAHARW00010 06/16/2023 LTOTOS17B LTO Tail Outer Shell -Armor AP- 6.5osy Twill PF Zero Black	8	2,139.00	17,112.00
Harw17BDP-BLK...	2 sets each - McHUGH; DePRIZIO; McSHERA; DeBROSKY; LTO 17BD Pant Black MAHARW00011 06/16/2023 LTOPOS17B LTO Pant Outer Shell -Armor AP PF Zero 6.5 osy Twill - Black	8	1,499.00	11,992.00
5555-23.1	- PRO Series NightHawk boots - McHUGH; DePRIZIO; McSHERA; DeBROSKY;	8	584.00	4,672.00
Fire Armor-23.3	Fire Armor Gloves - McHUGH; DePRIZIO; McSHERA; DeBROSKY;	8	129.00	1,032.00
KL23-23.3	Life Liners - Double Layer Navy Hood - McHUGH; DePRIZIO; McSHERA; DeBROSKY;	8	46.00	368.00
HT-BFL-HDO-23.1	BLACK with NFPA EZ; Ben 2 LRFYR-Helmet McHUGH; DePRIZIO; McSHERA; DeBROSKY;	4	444.00	1,776.00

Quoted prices valid for 90 days	Subtotal	\$36,952.00
	Sales Tax (0.0%)	\$0.00
	Total	\$36,952.00

Appropriation: FY24 Org# 12202 Obj# 573500 Low Bidder: Northeast Rescue Bid Price: \$36,952.00

12/13/18 Revised Procurement Checklist

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

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

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

- 2. Finance Director has signed that funds are available: 012202 573500 Account
3. Please provide a single copy of the bid packet along with all supporting documents.
4. Please use K-P Law provided standardized contracts.

DocuSigned by: Barbara Bjornson FE1E73157DDA4ED...

Table with 2 columns: Buildings and Public Works, Goods and Services. Contains various checklist items (C1-C7, GS1-GS4) with checkboxes and detailed instructions for procurement requirements.

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

Signature of Town Administrator or Assistant Town Administrator: Joseph E. Powers



HARWICH FIRE DEPARTMENT

MEMORANDUM

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

Date	7/06/2023
To:	Joe Powers, Town Administrator
From:	Craig Thornton
Subject:	Procurement Gear – Replacement Program

Summary of Project

Project: The fire department budgets for 6 sets of gear to be replacement for our current firefighters. The program has been established to replace gear as recommended by the NFPA. NFPA recommends that gear should be replaced at the 10 year mark, and at 5 years it should be considered to be replaced as best practice.

Description: The structural firefighting gear that is being requested is equipment that is currently being used. The equipment includes per firefighter one complete set of gear. This includes a coat, pants, boots and gloves.

Following the guidance of MA State Contract – PSEE01 Contract, prices were requested from NorthEast Rescue.

Bases on the pricing requested, the department would like to purchase the equipment listed in the attached quote.

Contract: MA State Contract PSEE01 VC6000185170

Vendor: Northeast Rescue

1)	Quote Q-20231223 (7/05/2023)	Amount:	\$26,106.00
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Additional Information: The pricing requested is for equipment that is being used by our current firefighters and comes highly recommended. The vendor is well-known to us for supplying us with quality products and competitive pricing.

Funding Source: FY24 Fire Department operating budget
Org# 12202 Obj# 517900

Total Funds: \$26,106.00

Contact/Signatory:

NorthEast Rescue Systems
280 Milton Street
Dedham, MA 02026

Dorothy O'Connor doconnor@northeastrescue.com

Included Documentation:

Procurement Checklist & Approval Form
NorthEast Rescue Systems Quote Q-20231223 (7/05/2023)
KP LAW Contract
Post Procurement Checklist

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Thornton DEPARTMENT: Fire Department

FUNDING SOURCE: FY24 FD Budget Org# 012202 Obj# 517900

Appropriated amount: \$30,000.00 Estimated cost: \$26,106.00 Actual cost: \$26,106.00

PROCUREMENT METHOD:

MA State Contract PSE01 VC6000185170

PURCHASE DESCRIPTION:

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

This request to to purchase 6 sets of gear for our existing firefighters that are due to be replaced.
FF Laplante, Duquette, Avery, Capt. White, Lt Tyldesley and Lt. Rego gear.

The equipment in the quote provides structural fire coats, pants, boots and gloves.

- 6 Sets of Morning Pride Coats and Pants
- 6 Pro Series Boots
- 6 pairs of Fire Armor Gloves

Please see Quote Q-20231223 for descriptions of equipment

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Barbara Bjornson Account # 012202 517900
DocuSigned by: FE1E73157DDA4ED...

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

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 **North East Rescue Systems**, with an address of **280 Milton Street, Dedham, MA 02026**, hereinafter referred to as "Contractor", effective as of the **XX** day of **XXXX 2023**. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with **Firefighting Gear as listed in Quote Q-20231223**, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder as soon as reasonably possible as the equipment becomes available to complete the purchases as listed **Quote Q-20231221**.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$26,106.00**. The Contractor shall submit invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured 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, Dorothy O'Connor, 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.

043394594

Social Security Number or
Federal Identification Number

DocuSigned by:
Dorothy O'Connor

3C13CABE09694C8...
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen Over \$50,000

DocuSigned by:
Dorothy O'Connor

3C13CABE09694C8...
Dorothy O'Connor President

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$50,000

DocuSigned by:
Dorothy O'Connor (\$ 26106.00)

3C13CABE09694C8...
Finance Director Contract Sum

DocuSigned by:
Joseph F. Powers

Town Administrator



Quote

Date	Quote #
7/5/2023	Q-20231223

617-325-3993 Fax # 617-325-0238

Quote For
Harwich Fire Department Deputy Thornton 175 Sisson Road Harwich, MA 02645-2616

MA WBE certified with SDO
City of Boston's SLBE/MWBE
MA State Contract PSE01 VC6000185170

FOB	Terms
manufacturer	Net 30

Item	Description	Qty	Price E...	Total
Harw17BD-T-BL...	LaPLANTE; DUQUETTE; AVERY; CAPT. WHITE; LT. TYLDESLEY; LT. REGO; LTO 17BD Tail Black MAHARW00010 06/16/2023 LTOTOS17B LTO Tail Outer Shell -Armor AP- 6.5osy Twill PF Zero Black	6	2,139.00	12,834.00
Harw17BDP-BLK...	LaPLANTE; DUQUETTE; AVERY; CAPT. WHITE; LT. TYLDESLEY; LT. REGO; LTO 17BD Pant Black MAHARW00011 06/16/2023 LTOPOS17B LTO Pant Outer Shell -Armor AP PF Zero 6.5 osy Twill - Black	6	1,499.00	8,994.00
5555-23.1	- PRO Series NightHawk boots (LaPLANTE; DUQUETTE; AVERY; CAPT. WHITE; LT. TYLDESLEY; LT. REGO;;)	6	584.00	3,504.00
Fire Armor-23.3	Fire Armor Gloves LaPLANTE; DUQUETTE; AVERY; CAPT. WHITE; LT. TYLDESLEY; LT. REGO;	6	129.00	774.00

Quoted prices valid for 90 days	Subtotal	\$26,106.00
	Sales Tax (0.0%)	\$0.00
	Total	\$26,106.00

Appropriation: FY24 Org# 12202 Obj# 517900 Low Bidder: Northeast Rescue Bid Price: \$26,106.00

12/13/18 Revised Procurement Checklist

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

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

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

- 2. Finance Director has signed that funds are available: 012202 517900 Account Barbara Bjornson
3. Please provide a single copy of the bid packet along with all supporting documents.
4. Please use K-P Law provided standardized contracts.

Buildings and Public Works
C1. Please show Prevailing Wage was used.
C2. If construction is near \$10,000 you also need:
a. Written spec sheet.
b. Advertised for two weeks on Central Register and COMMBUYS.
c. Apparent low bidder posted to Town website.
C3. If construction over \$25,000 you need C1, C2, as well as:
a. Show project was in the Capital Plan.
b. Low bidder provides 50% payment bond after Selectmen's countersignature.
C4. If construction over \$50,000 you need C1, C2, C3, as well as:
a. Bid Bond of 5% of total value.
b. Sealed Bids.
c. End of Public Works construction requirements
C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process:
a. Advertise in Central Register and local newspaper for two weeks.
b. Set a designer fee or price ceiling.
c. Use Standard Designer Application Form
C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as:
a. 100% payment bond was in bids.
b. 100% performance bond was in bids.
c. DCAMM certified bidders.
i. DCAMM certified sub-bids if over \$25,000.
C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as:
a. Solicit qualifications prior to sealed bids.

Goods and Services
GS1. If procured using the State Bid List:
a. Over \$25,000 please show project was on the Capital Plan.
GS2. If project is over \$5,000:
a. Please provide written spec sheet used and who it was sent to.
b. Maximum contract length is three years.
GS3. If project is over \$50,000:
a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.
b. Show project utilized sealed bids.
c. Apparent low bidder posted to Town website.
GS4. If project is over \$100,000:
a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.
b. Show project utilized sealed bids.
Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.
Note 2: Bids may be negotiated downwards but never higher than original quote.
Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.

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

Signature of Town Administrator or Assistant Town Administrator: Joseph F. Powers



HARWICH FIRE DEPARTMENT

MEMORANDUM

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

Date	6/27/2023
To:	Joe Powers, Town Administrator
From:	Craig Thornton
Subject:	Procurement of Thermal Imager Cameras

Summary of Project

Project: Acquire thermal imaging cameras for replacement of our existing cameras on our apparatus.

The Department applied for a Federal Grant to upgrade and replace our thermal imager cameras. We were successful with obtaining this grant and would like to move forward with purchasing this equipment.

Description: After receiving the grant award, manufactures were requested to supply the department with NFPA approved cameras for the department to demo. We received three cameras; FLIR K65, Bullard NXT and Avon Protection Argus. Each camera was evaluated by department personell and overwhelmingly the FLIR K65 camera was chosen for features, quality, price and warranty.

Following the guidance of MA State Contract – PSEE01 Contract, prices were requested from NorthEast Rescue for 8 FLIR K65 Cameras and compadible vehicle chargers.

Bases on the pricing requested, the funding available from the grant, the department would like to purchase the equipment listed in the attached quote.

Contract: MA State Contract PSE01 VC6000185170

Vendor: Northeast Rescue

1)	Quote Q-20230407(6/26/2023)	Amount:	\$61,136.00
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Additional Information: The pricing requested is for equipment that is being used by multiple neighboring departments and is highly recommended. The vendor is well-known to us for supplying us with quality products and competitive pricing.

Funding Source: EMW-2021-FG-04579 (FY) 2021 Assistance to Firefighters Grant
FY24 Fire Department operating budget for the match, \$3,428.58
Org# 012202 Obj# 558000

Total Funds: \$61,136.00

Contact/Signatory:

NorthEast Rescue Systems
280 Milton Street
Dedham, MA 02026

Dorothy O'Connor doconnor@northeastrescue.com

Included Documentation:

Procurement Checklist & Approval Form
NorthEast Rescue Systems Quote Q-20230407(6/26/2023)
EMW-2021-FG-04579 - Award Package
KP LAW Contract
Post Procurement Checklist

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Thornton **DEPARTMENT:** Fire Department

FUNDING SOURCE: 2021 Assistance to Firefighters Grant & FY24 FD Budget Org# 012202 Obj# 558000

Appropriated amount: \$72,000.00 **Estimated cost:** \$61,136.00 **Actual cost:** \$61,136.00

PROCUREMENT METHOD:

MA State Contract PSE01 VC6000185170

PURCHASE DESCRIPTION:

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

(8) FLIR K65 320x240 Thermal Camera Kits
 (8) FLIR Truck Chargers

- Batteries warranty for a period of two (2) years
- Product components (excluding batteries and sensors) are warranted for a period of five (5) years
- Uncooled thermal camera sensors are warranted for a period of ten (10) years

Items will be delivered as soon as they are available from the manufacturer.

* AFG Funding has been approved for these items. As a condition of this grant, we are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$3,428.58. FY24 FD Budget Org# 012202 Obj# 558000 will be used for the match.

11222204 454000

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

012202 558000
\$3,428.58

Funds Available: Finance Director Barbara Bjornson Account # _____
DocuSigned by: FE1E73157DDA4ED...

Approved to proceed: Town Administrator or Designee: Meggan Eldredge
DocuSigned by: A3DEE14D2F1248B...

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 **North East Rescue Systems**, with an address of **280 Milton Street, Dedham, MA 02026**, hereinafter referred to as "Contractor", effective as of the 10th day of **July, 2023** In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with **8 FLIR K65 320x240 Thermal Camera Kits and 8 Truck Chargers**, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder as soon as reasonably possible as the equipment becomes available to complete the purchases as listed in **Quote Q-20230407**.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$61,136.00**. The Contractor shall submit invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

3. All attachments to the Agreement.

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured 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, Dorothy O'Connor, 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.

043394594
Social Security Number or
Federal Identification Number

DocuSigned by:
Dorothy O'Connor
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
DocuSigned by:
Dorothy O'Connor
3C13CABE09694C8...
Dorothy O'Connor President
Printed Name and Title

by its Board of Selectmen Over \$75,000

Approved as to Availability of Funds:
DocuSigned by:
Kathleen Barrette (\$ 61,136.00)
Finance Director Contract Sum
012202 558000

by its Town Administrator Up to \$75,000
DocuSigned by:
Joseph F. Powers
Town Administrator



Quote

Date	Quote #
6/26/2023	Q-20230407

617-325-3993 Fax # 617-325-0238

Quote For
Harwich Fire Department Deputy Thornton 175 Sisson Road Harwich, MA 02645-2616

MA WBE certified with SDO
City of Boston's SLBE/MWBE
MA State Contract PSE01 VC6000185170

FOB	Terms
manufacturer	Net 30

Item	Description	Qty	Price E...	Total
K65-22.6	FLIR K65 320x240 Thermal Camera Kit, NFPA - includes K65 Camera Kit Contents: <ul style="list-style-type: none"> • Thermal Imaging Camera (TIC) • (2) Li-Ion Batteries • Tabletop Charger w/Power Supply • Hard Case, • Retractable Lanyard • Lanyard Carabiner Strap • USB Cable • FLIR Tools Software • User Documents • Torx T20 driver (battery change) 	8	6,898.00	55,184.00
T198322ACC-23.7	****Truck Charger (Kxx Only)	8	744.00	5,952.00
Warranty	tWARRANTY - The 2-5-10 Limited Warranty has three separate periods of warranty coverage (the "Warranty Period"), depending on the camera part: <ul style="list-style-type: none"> • Product batteries are warranted for a period of two (2) years from the Purchase Date; • Product components (excluding batteries and sensors) are warranted for a period of five (5) years from the Purchase Date; and, • Uncooled thermal camera sensors are warranted for a period of ten (10) years from the Purchase Date 		0.00	0.00

Quoted prices based on purchase of complete package Valid for 30 Days	Subtotal	\$61,136.00
	Sales Tax (0.0%)	\$0.00
	Total	\$61,136.00



Appropriation: AFG Grant, FY24 Org# 012202 Obj# 558000 Low Bidder: Northeast Rescue Bid Price: \$61,136.00

12/13/18 Revised Procurement Checklist

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

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

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

- 2. Finance Director has signed that funds are available: 012202 558000 Account DocuSigned by:
Kathleen Barrette
83B11569769A4FD...
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

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

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

Signature of Town Administrator or Assistant Town Administrator: Joseph F. Powers

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract with VHB, Inc. for Subdivision Review

Date: July 18, 2023

In the absence of a Town Engineer, we have been utilizing the services of VHB, Inc. to review Planning Board subdivision and site plans. VHB, Inc. has been a vendor for the Town in this capacity for the past 2 years with great success. Each project is reviewed individually and VHB provides a fixed cost per project.

Funding for this contract is supported through the Engineering department operating budget for "other professional services" in the amount of \$30,000.00.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Halkiotis DEPARTMENT: Planning

FUNDING SOURCE: Engineering 014112/530900 FY 24 budget

Appropriated amount: \$30,000.00 Estimated cost: _____ Actual cost: _____

PROCUREMENT METHOD:

engineering services are exempt

PURCHASE DESCRIPTION:

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

Provide to the Planning Board, engineering reviews and inspections for proposed subdivisions as specified in the Harwich Subdivision Rules and Regulations Sections 400-11 through 400-15, inclusive (copies attached). As part of this work, the Engineer may be required to write written reports and cost estimates, present reports to the Board at public meetings or hearings, consult with town staff during the work day, and make site visits and inspections, in accordance with the standards and deadlines set out in said Harwich Subdivision Rules and Regulations.

Each project will be priced individually and approved prior to start of work.

contract for one year beginning July 1, 2023

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Barbara Bjornson Account # 014112 530900
DocuSigned by: FE1E73157DDA4ED...

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

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF HARWICH, MASSACHUSETTS
AND
VANASSE HANGEN BRUSTLIN, INC.
FOR ENGINEERING SERVICES**

26th June

THIS AGREEMENT made this ____ day of ____ 2023 between VANASSE HANGEN BRUSTLIN, INC a Massachusetts corporation with a usual place of business at 101 Walnut Street, Watertown, MA 02471 hereinafter called the “ENGINEER,” and the Town of Harwich, MA, acting by its Board of Selectmen, with a usual place of business at Harwich Town Hall, 732 Main Street, Harwich, 02645 hereinafter called the “TOWN”.

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

1. Scope of Work

The ENGINEER shall submit a scope and fee for each assignment issued by the TOWN under this agreement. Services under this contract are outlined in the SCOPE OF SERVICES, attached as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement per assignment, subject to any additions and deductions provided for herein as a LUMP SUM based upon the hourly rates set forth in Exhibit A. The amount to be paid to the ENGINEER shall not exceed \$30,000 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on July 1, 2023 and shall expire on June 30, 2024 unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and as expeditiously as consistent with the standard of care and the orderly progress of the work. ENGINEER shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of the ENGINEER. .

4. Performance of the Work

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

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
 - (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
 - (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
 - (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
 - (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
 - (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.
- B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp or standard details. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official

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

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

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

7. Reimbursement

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

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

11. Insurance

A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.

B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

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

C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and

shall continue such insurance in full force and effect during the term of the Agreement.

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

12. Notice

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

13. Termination

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

14. Miscellaneous

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

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

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

VANASSE HANGEN BRUSTLIN, INC.

TOWN OF HARWICH

by its Board of Selectmen Over \$75,000

By: DocuSigned by:
Robert Penfield
D2811402B12B41B...

Name: Robert Penfield
Type or Print

Title: Managing Director

by its Town Administrator Up to \$75,000

DocuSigned by:
Joseph E. Powers
Town Administrator

Approved as to Availability of Funds:

DocuSigned by:
Kathleen Barrette (\$ 30,000)
Finance Director Contract Sum

Account # 014112 530900

PO #: 24003

EXHIBIT A

Scope of Services:

Engineering Consulting and Technical Services and Support for Subdivision Reviews

- Provide to the Planning Board, with the Town Planning Director as the day-to-day point of contact, engineering reviews and inspections for proposed subdivisions as specified in the Harwich Subdivision Rules and Regulations Sections 400-11 through 400-15, inclusive (copies attached). As part of this work, the Engineer may be required to write written reports and cost estimates, present reports to the Board at public meetings or hearings, consult with town staff during the work day, and make site visits and inspections, in accordance with the standards and deadlines set out in said Harwich Subdivision Rules and Regulations.

Engineering Consulting and Technical Services for Capital Projects or Community Preservation Projects

- Provide to the Board of Selectmen, or to its agent or designee, general engineering services for capital or community preservation project management such as inspections, site plans and reports. As part of this work, the Engineer may be required to make site visits and provide technical review of construction projects on behalf of the Town.

This on-call service contract will be paid based on a fee proposal submitted by the Engineer and agreed upon by the Town.

Project Name: On-Call engineering services

TM Year and Article #: operating budget

Appropriation: \$30,000

Low Bidder: n/a exempt

Bid Price:

12/13/18 Revised Procurement Checklist

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

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

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: 014112-530900 Account
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

Buildings and Public Works	Goods and Services
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the State Bid List :
<input type="checkbox"/> C2. If construction is near \$10,000 you also need: <ul style="list-style-type: none"> <input type="checkbox"/> a. Written spec sheet. <input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS. <input type="checkbox"/> c. Apparent low bidder posted to Town website. 	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was in the Capital Plan. <input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature. 	<input type="checkbox"/> GS2. If project is over \$5,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to. <input type="checkbox"/> b. Maximum contract length is three years.
<input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Bid Bond of 5% of total value. <input type="checkbox"/> b. Sealed Bids. <input type="checkbox"/> c. End of Public Works construction requirements 	<input type="checkbox"/> GS3. If project is over \$50,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS. <input type="checkbox"/> b. Show project utilized sealed bids. <input type="checkbox"/> c. Apparent low bidder posted to Town website.
<input type="checkbox"/> C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks. <input type="checkbox"/> b. Set a designer fee or price ceiling. <input type="checkbox"/> c. Use Standard Designer Application Form 	<input type="checkbox"/> GS4. If project is over \$100,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin. <input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. 100% payment bond was in bids. <input type="checkbox"/> b. 100% performance bond was in bids. <input type="checkbox"/> c. DCAMM certified bidders. <ul style="list-style-type: none"> <input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000. 	<p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p> <p style="font-size: 1.2em; color: blue;">N/A - Exempt</p>
<input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Solicit qualifications prior to sealed bids. 	

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

Signature of Town Administrator or Assistant Town Administrator: *M. Kelly*

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract with VHB, Inc. for Stormwater Permit Review

Date: July 18, 2023

The MS4 program requires the Town to manage stormwater through a permitting and approval process, among other requirements. In the absence of a Town Engineer, we have been utilizing the services of VHB, Inc. to review stormwater permits. VHB, Inc. has been a vendor for the Town in this capacity for the past 2 years with great success. Each project is reviewed individually and VHB provides a fixed cost per project.

Funding for this contract is supported through the ATM'21, Article #15 which currently has a balance of \$121,399.00. This contract has a "not to exceed" amount of \$50,000.00.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Halkiotis DEPARTMENT: Planning

FUNDING SOURCE: MS4 ARTICLE ATM 21 Art#15, 01411A2/621015

Appropriated amount: \$121,399.00 Estimated cost: _____ Actual cost: _____

PROCUREMENT METHOD:

Engineering services are exempt from Chapter 30B

PURCHASE DESCRIPTION:

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

Provide to the Board of Selectman, or to its agent or designee, engineering reviews and inspections for Local Stormwater Management Permits as specified in Sections 6 through 14, inclusive, of the Town Of Harwich Comprehensive Stormwater and Illicit Discharge Regulations. As part of this work, the Engineer may be required to write written reports and cost estimates, present reports to the Board at public meetings or hearings, consult with town staff during the work day, and make site visits and inspections, in accordance with the standards and deadlines set out in said Regulations.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Barbara Bjornson Account # 01411A2 621015
DocuSigned by: FE1E73157DDA4ED...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
DocuSigned by: 0623C0C5799844E...

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF HARWICH, MASSACHUSETTS
AND
VANASSE HANGEN BRUSTLIN, INC.
FOR ENGINEERING SERVICES FOR STORMWATER PERMIT REVIEW**

THIS AGREEMENT made this 26th day of June 2023 between VANASSE HANGEN BRUSTLIN, INC a Massachusetts corporation with a usual place of business at 101 Walnut Street, Watertown, MA 02471 hereinafter called the “ENGINEER,” and the Town of Harwich, MA, acting by its Board of Selectmen, with a usual place of business at Harwich Town Hall, 732 Main Street, Harwich, 02645 hereinafter called the “TOWN”.

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

1. Scope of Work

The ENGINEER shall submit a scope and fee for each assignment issued by the TOWN under this agreement. Services under this contract are outlined in the SCOPE OF SERVICES, attached as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement per assignment, subject to any additions and deductions provided for herein as a LUMP SUM based upon the hourly rates set forth in Exhibit A. The amount to be paid to the ENGINEER shall not exceed \$50,000 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on July 1, 2023 and shall expire on June 30, 2024 unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and as expeditiously as consistent with the standard of care and the orderly progress of the work. ENGINEER shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of the ENGINEER. .

4. Performance of the Work

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

A. Responsibility for the Work:

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

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

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

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

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

7. Reimbursement

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

11. Insurance

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

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

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and

shall continue such insurance in full force and effect during the term of the Agreement.

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

12. Notice

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

13. Termination

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

14. Miscellaneous

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

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

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

VANASSE HANGEN BRUSTLIN, INC.

TOWN OF HARWICH
by its Select Board Over \$75,000

By: DocuSigned by:
Robert Penfield
D2811402B12B41B...

Name: Robert Penfield
Type or Print

Title: Managing Director

by its Town Administrator Up to \$75,000

DocuSigned by:
Joseph F. Powers
Town Administrator

Approved as to Availability of Funds:

DocuSigned by:
Kathleen Barrette (\$ 50,000)
Finance Director Contract Sum

Account #: 01411

PO# 24004

519856/KOPE/0003

EXHIBIT A

Scope of Services:

Engineering Consulting and Technical Services and Support for Stormwater Reviews

- Provide to the Select Board, or to its agent or designee, engineering reviews and inspections for Local Stormwater Management Permits as specified in Sections 6 through 14, inclusive, of the Town Of Harwich Comprehensive Stormwater and Illicit Discharge Regulations (copy attached). As part of this work, the Engineer may be required to write written reports and cost estimates, present reports to the Board at public meetings or hearings, consult with town staff during the work day, and make site visits and inspections, in accordance with the standards and deadlines set out in said Regulations.

This on-call service contract will be paid based on a fee proposal submitted by the Engineer and agreed upon by the Town.

12/13/18 Revised Procurement Checklist

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

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

- 1. Please provide a separate page titled "Summary of Project" which includes: Pre-checklist NIA
a. Provide how many bidders there were, the range of bids, and apparent low bidder.
b. Identify the funding source, such as article number and amount approved.
c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
2. Finance Director has signed that funds are available: 01411A2-62105 Account
3. Please provide a single copy of the bid packet along with all supporting documents.
4. Please use K-P Law provided standardized contracts.

Buildings and Public Works
C1. Please show Prevailing Wage was used.
C2. If construction is near \$10,000 you also need:
a. Written spec sheet.
b. Advertised for two weeks on Central Register and COMMBUYS.
c. Apparent low bidder posted to Town website.
C3. If construction over \$25,000 you need C1, C2, as well as:
a. Show project was in the Capital Plan.
b. Low bidder provides 50% payment bond after Selectmen's countersignature.
C4. If construction over \$50,000 you need C1, C2, C3, as well as:
a. Bid Bond of 5% of total value.
b. Sealed Bids.
c. End of Public Works construction requirements
C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process:
a. Advertise in Central Register and local newspaper for two weeks.
b. Set a designer fee or price ceiling.
c. Use Standard Designer Application Form
C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as:
a. 100% payment bond was in bids.
b. 100% performance bond was in bids.
c. DCAMM certified bidders.
i. DCAMM certified sub-bids if over \$25,000.
C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as:
a. Solicit qualifications prior to sealed bids.
Goods and Services
GS1. If procured using the State Bid List:
a. Over \$25,000 please show project was on the Capital Plan.
GS2. If project is over \$5,000:
a. Please provide written spec sheet used and who it was sent to.
b. Maximum contract length is three years.
GS3. If project is over \$50,000:
a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.
b. Show project utilized sealed bids.
c. Apparent low bidder posted to Town website.
GS4. If project is over \$100,000:
a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.
b. Show project utilized sealed bids.
Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.
Note 2: Bids may be negotiated downwards but never higher than original quote.
Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.
N/A - Engineering Services are Exempt from Ch. 30B

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

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

Golf Department Revolving Fund

4th Quarter FY23

Golf Revolving Fund (Pro Shop)

Overview - Established in 2008 (ATM2008, article 47), this revolving fund facilitates the operation of the golf pro shop. The funding sources are: golf lessons, restaurant lease and pro shop sales. The uses of the fund are: pro shop expenses (including purchase of retail inventory for sale in pro shop), clubhouse and kitchen maintenance and modernization and payment to golf instructor.

All expenditures from this account are signed for by the Director of Golf and the Town Administrator.

The annual spending limit is \$250,000

Quarterly Report – 4th Quarter of FY23 (April-June)

Total Fund Balance on 6/31/23= \$281,307

Narrative:

In the 4th Quarter of the fiscal year there is generally increasing amount of revenue from the pro shop revolving fund, as golf is beginning it's spring season. Staff begins to give golf lessons in May normally. Expenses can be high in the 4rd quarter, as pro shop stock merchandise for the season continues to arrive in April into May. Inventory does not always arrive on schedule and will continue through the summer months.

TOWN OF HARWICH - LIVE DATA



REVOLVING 4TH QUARTER FY23

FOR 2023 12 JOURNAL DETAIL 2023 10 TO 2023 12

ACCOUNTS FOR: 1543 GOLF REVOLVING ACCOUNT
 ORIGINAL APPROP TRANS/ADJSMTS REVISED BUDGET YTD ACTUAL ENCUMBRANCES AVAILABLE BUDGET % USED

15436951 GOLF REVOLVING ACCOUNT

15436951 512000	SEASONAL S&W	0.00	0.00	0.00	13,650.90	0.00	-13,650.90	100.0%
2023/10/000178	04/14/2023 PRJ	101.88	REF PR2341	WARRANT=PR2341	RUN=2 TOWN PAY			
2023/10/000286	04/21/2023 PRJ	50.94	REF PR2342	WARRANT=PR2342	RUN=2 TOWN PAY			
2023/10/000442	04/28/2023 PRJ	50.94	REF PR2343	WARRANT=PR2343	RUN=2 TOWN PAY			
2023/11/000092	05/05/2023 PRJ	203.76	REF PR2344	WARRANT=PR2344	RUN=2 TOWN PAY			
2023/11/000212	05/12/2023 PRJ	152.82	REF PR2345	WARRANT=PR2345	RUN=2 TOWN PAY			
2023/11/000370	05/19/2023 PRJ	458.46	REF PR2346	WARRANT=PR2346	RUN=2 TOWN PAY			
2023/11/000506	05/26/2023 PRJ	152.82	REF PR2347	WARRANT=PR2347	RUN=2 TOWN PAY			
2023/12/000043	06/02/2023 PRJ	50.94	REF PR2349	WARRANT=PR2349	RUN=2 TOWN PAY			
2023/12/000131	06/09/2023 PRJ	203.76	REF P2349A	WARRANT=P2349A	RUN=2 TOWN PAY			
2023/12/000282	06/16/2023 PRJ	152.82	REF PR2350	WARRANT=PR2350	RUN=2 TOWN PAY			
2023/12/000298	06/23/2023 PRJ	305.64	REF PR2351	WARRANT=PR2351	RUN=2 TOWN PAY			
2023/12/000370	06/30/2023 PRJ	254.70	REF PR2352	WARRANT=PR2352	RUN=2 TOWN PAY			
TOTAL GOLF REVOLVING ACCOUNT		0.00	0.00	0.00	13,650.90	0.00	-13,650.90	100.0%

15436952 GOLF REVOLVING ACCOUNT

15436952 538000	OTHER PURCHASED SERVICES	0.00	250,000.00	250,000.00	23,345.80	0.00	226,654.20	9.3%
2023/10/000385	04/27/2023 API	379.83	VND 027227	VCH	CANTALOUPE	CREDIT CARD READER FOR BALL MA		235628
2023/10/000385	04/27/2023 POL	-359.00	VND 027227	PO 23054	CANTALOUPE	CREDIT CARD READER FOR BAL2023		
2023/12/000038	06/01/2023 API	3,168.00	VND 014173	VCH	ASHWOOD FOOD SE	ACCT# CV MEMBER-MEMBER LUNCH		236227
15436952 558000	UNCLASSIFIED SUPPLIES	0.00	0.00	0.00	17,013.09	0.00	-17,013.09	100.0%
2023/10/000166	04/13/2023 API	475.55	VND 003615	VCH	R J SHEPHERD CO	ACCT# CRANBERRY VALLEY GOLF CO		235501
2023/12/000109	06/08/2023 API	770.28	VND 001644	VCH	EASY PICKER GOL	CVGC2		236366
2023/12/000452	06/30/2023 API	100.00	VND 013547	VCH	EAST COAST TROP	CRANBERRY VALLEY SR. CLUB CHAM		
15436952 558001	HATS	0.00	0.00	0.00	13,753.86	0.00	-13,753.86	100.0%
2023/10/000052	04/06/2023 API	1,572.00	VND 017332	VCH	IMPERIAL HEADWE	ACCT# 11172		235370
2023/10/000166	04/13/2023 API	507.60	VND 014983	VCH	CALLAWAY GOLF C	ACCT# 83439		235442
2023/10/000166	04/13/2023 API	864.00	VND 017332	VCH	IMPERIAL HEADWE	ACCT# 11172		235479
2023/10/000166	04/13/2023 API	1,458.00	VND 017332	VCH	IMPERIAL HEADWE	ACCT# 11172		235479

TOWN OF HARWICH - LIVE DATA



REVOLVING 4TH QUARTER FY23

FOR 2023 12 JOURNAL DETAIL 2023 10 TO 2023 12

ACCOUNTS FOR: 1543 GOLF REVOLVING ACCOUNT
 ORIGINAL APPROP TRANS/ADJSMTS REVISED BUDGET YTD ACTUAL ENCUMBRANCES AVAILABLE BUDGET % USED

15436952 558001	HATS							
2023/10/000258	04/20/2023	API	1,008.00	VND 017332	VCH	IMPERIAL HEADWE	ACCT# 11172	235570
2023/10/000385	04/27/2023	API	1,563.30	VND 017254	VCH	TAYLOR	ACCT# 618130	235703
2023/10/000385	04/27/2023	API	1,311.20	VND 027248	VCH	VIMHUE	ACCT# CRANBERRY VALLEY GOLF CO	235713
2023/11/000154	05/11/2023	API	639.60	VND 014983	VCH	CALLAWAY GOLF C	ACCT# 83439	235895
2023/12/000203	06/15/2023	API	190.19	VND 022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	236448

15436952 558002	CLOTHING							
	0.00		0.00			62,926.02	0.00	-62,926.02
								100.0%

2023/10/000052	04/06/2023	API	3,435.51	VND 018440	VCH	OUTDOOR	ACCT# CV-31523	235395
2023/10/000166	04/13/2023	API	2,416.50	VND 027244	VCH	YRI CUSTOM DESI	ACCT# CRANBERRY VALLEY GOLF CO	235528
2023/10/000258	04/20/2023	API	1,403.46	VND 022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	235530
2023/10/000258	04/20/2023	API	612.52	VND 022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	235530
2023/10/000258	04/20/2023	API	2,038.45	VND 027154	VCH	RENWICK GOLF LL	ACCT# CRANBERRY VALLEY GOLF CO	235589
2023/10/000258	04/20/2023	API	815.09	VND 023082	VCH	THE CIT	ACCT# 108404	235600
2023/10/000385	04/27/2023	API	48.35	VND 022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	235614
2023/10/000385	04/27/2023	API	535.19	VND 014208	VCH	GEAR FOR SPORTS	ACCT# 31641	235658
2023/10/000385	04/27/2023	API	1,456.72	VND 023082	VCH	THE CIT	TOW645 pick ticket 139258	235704
2023/11/000056	05/04/2023	API	184.17	VND 022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	235717
2023/11/000056	05/04/2023	API	127.41	VND 014208	VCH	GEAR FOR SPORTS	ACCT# 31641	235761
2023/11/000056	05/04/2023	API	871.50	VND 027135	VCH	RAYMOND LANCTOT	ACCT# CRANBERRY VALLEY - 41	235802
2023/11/000056	05/04/2023	API	1,338.10	VND 027257	VCH	SAN SOLEIL	ACCT# 2625	235808
2023/11/000056	05/04/2023	API	986.84	VND 023082	VCH	THE CIT	ACCT# 108404	235817
2023/11/000154	05/11/2023	API	689.87	VND 025460	VCH	OURAY	ACCT# 136297	235957
2023/11/000318	05/18/2023	API	528.00	VND 026567	VCH	FULL TURN	ACCT# CRA05	236034
2023/11/000448	05/25/2023	API	1,676.75	VND 024547	VCH	SURF & TURF GOL	ACCT# CRANBERRY VALLEY GOLF CO	236206
2023/11/000448	05/25/2023	API	5,449.77	VND 023082	VCH	THE CIT	ACCT# 108404	236209
2023/12/000109	06/08/2023	API	689.87	VND 025460	VCH	OURAY	ACCT# 136297	236402
2023/12/000203	06/15/2023	API	503.56	VND 027135	VCH	RAYMOND LANCTOT	ACCT# 5084305234	236533
2023/12/000203	06/15/2023	API	1,282.65	VND 023082	VCH	THE CIT	ACCT# 108404	236555
2023/12/000203	06/15/2023	API	44.00	VND 023082	VCH	THE CIT	ACCT# CRANBERRY VALLEY GOLF CO	236555
2023/12/000203	06/15/2023	API	753.43	VND 023082	VCH	THE CIT	ACCT# CRANBERRY VALLEY GOLF CO	236555
2023/12/000296	06/22/2023	API	132.00	VND 027135	VCH	RAYMOND LANCTOT	ACCT# 5084305234	236645
2023/12/000296	06/22/2023	API	47.50	VND 027135	VCH	RAYMOND LANCTOT	ACCT# 5084305234	236645
2023/12/000296	06/22/2023	API	57.59	VND 027135	VCH	RAYMOND LANCTOT	ACCT# 5084305234	236645
2023/12/000296	06/22/2023	API	168.24	VND 023082	VCH	THE CIT	ACCT# TOW645	236658

15436952 558003	GOLF BALLS							
	0.00		0.00			39,782.18	0.00	-39,782.18
								100.0%

2023/10/000166	04/13/2023	API	2,992.72	VND 023352	VCH	BRIDGESTONE	ACCT# 38483	235438
2023/10/000258	04/20/2023	API	237.60	VND 014983	VCH	CALLAWAY GOLF C	ACCT# 83439	235543
2023/10/000258	04/20/2023	API	237.60	VND 014983	VCH	CALLAWAY GOLF C	ACCT# 83439	235543
2023/10/000385	04/27/2023	API	796.35	VND 022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	235614
2023/10/000385	04/27/2023	API	1,723.08	VND 022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	235614
2023/11/000154	05/11/2023	API	2,747.28	VND 022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	235880

TOWN OF HARWICH - LIVE DATA



REVOLVING 4TH QUARTER FY23

FOR 2023 12 JOURNAL DETAIL 2023 10 TO 2023 12

ACCOUNTS FOR: 1543 GOLF REVOLVING ACCOUNT
 ORIGINAL APPROP TRANS/ADJSMTS REVISED BUDGET YTD ACTUAL ENCUMBRANCES AVAILABLE BUDGET % USED

15436952 558003		GOLF BALLS							
2023/11/000154	05/11/2023	API	256.43	VND	022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	235880
2023/11/000154	05/11/2023	API	502.40	VND	022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	235880
2023/11/000154	05/11/2023	API	475.20	VND	014983	VCH	CALLAWAY GOLF C	ACCT# 83439	235895
2023/11/000154	05/11/2023	API	881.76	VND	020258	VCH	CLEVELAND GOLF/	ACCT# 6059	235905
2023/11/000448	05/25/2023	API	973.50	VND	017254	VCH	TAYLOR	ACCT# 618130	236208
2023/12/000038	06/01/2023	API	133.19	VND	022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	236223
2023/12/000038	06/01/2023	API	133.19	VND	022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	236223
2023/12/000109	06/08/2023	API	502.36	VND	022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	236333
2023/12/000109	06/08/2023	API	58.82	VND	020258	VCH	CLEVELAND GOLF/	ACCT# 6059	236356
15436952 558004		GOLF CLUBS							
	0.00		0.00		0.00		2,585.14	0.00	-2,585.14 100.0%
2023/12/000038	06/01/2023	API	248.60	VND	017254	VCH	TAYLOR	ACCT# 618130	236318
15436952 558006		GOLF MISC							
	0.00		0.00		0.00		57,588.57	0.00	-57,588.57 100.0%
2023/10/000052	04/06/2023	API	844.42	VND	019079	VCH	GOLF MAX	ACCT# 026451	235362
2023/10/000052	04/06/2023	API	1,638.85	VND	003615	VCH	R J SHEPHERD CO	ACCT# CRANBERRY VALLEY GOLF CO	235398
2023/10/000052	04/06/2023	API	162.75	VND	003615	VCH	R J SHEPHERD CO	ACCT# CRANBERRY VALLEY GOLF CO	235398
2023/10/000166	04/13/2023	API	1,423.26	VND	022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	235422
2023/10/000166	04/13/2023	API	137.70	VND	014983	VCH	CALLAWAY GOLF C	ACCT# 83439	235442
2023/10/000166	04/13/2023	API	360.70	VND	023780	VCH	LSQ FUNDING GRO	ACCT# 36124859	235485
2023/10/000166	04/13/2023	API	96.00	VND	027244	VCH	YRI CUSTOM DESI	ACCT# CRANBERRY VALLEY GOLF CO	235528
2023/10/000258	04/20/2023	API	4,529.63	VND	022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	235530
2023/10/000385	04/27/2023	API	78.39	VND	022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	235614
2023/10/000385	04/27/2023	API	2,025.10	VND	022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	235614
2023/10/000385	04/27/2023	API	224.33	VND	024793	VCH	DEADPERFECT GOL	ACCT# CRANBERRY VALLEY GOLF CO	235643
2023/10/000385	04/27/2023	API	261.50	VND	018258	VCH	DYNAMIC BRANDS	ACCT# 610355	235647
2023/10/000385	04/27/2023	API	109.15	VND	003615	VCH	R J SHEPHERD CO	ACCT# CRANBERRY VALLEY GOLF CO	235685
2023/11/000154	05/11/2023	API	490.83	VND	022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	235880
2023/11/000154	05/11/2023	API	98.53	VND	022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	235880
2023/11/000154	05/11/2023	API	612.00	VND	014983	VCH	CALLAWAY GOLF C	ACCT# 83439	235895
2023/11/000154	05/11/2023	API	586.34	VND	019079	VCH	GOLF MAX	ACCT# 026451	235920
2023/11/000154	05/11/2023	API	3,006.68	VND	027262	VCH	MAUI JIM	ACCT# 10534047	235940
2023/11/000154	05/11/2023	API	164.70	VND	017254	VCH	TAYLOR	ACCT# 618130	235976
2023/11/000154	05/11/2023	API	1,921.50	VND	026389	VCH	YOUR OWN	ACCT#CRA007	235993
2023/11/000448	05/25/2023	API	84.23	VND	022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	236120
2023/11/000448	05/25/2023	API	1,395.74	VND	024793	VCH	DEADPERFECT GOL	ACCT# CRANBERRY VALLEY GOLF CO	236154
2023/12/000038	06/01/2023	API	91.80	VND	014983	VCH	CALLAWAY GOLF C	ACCT# 83439	236243
2023/12/000038	06/01/2023	API	509.01	VND	024793	VCH	DEADPERFECT GOL	ACCT# CRANBERRY VALLEY GOLF CO	236262
2023/12/000109	06/08/2023	API	152.39	VND	022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	236333
2023/12/000109	06/08/2023	API	1,496.70	VND	003615	VCH	R J SHEPHERD CO	ACCT# CRANBERRY VALLEY GOLF CO	236408
2023/12/000203	06/15/2023	API	137.03	VND	022144	VCH	ACUSHNET COMPAN	ACCT# US00014899	236448
2023/12/000203	06/15/2023	API	45.90	VND	014983	VCH	CALLAWAY GOLF C	ACCT# 83439	236462

TOWN OF HARWICH - LIVE DATA



REVOLVING 4TH QUARTER FY23

FOR 2023 12 JOURNAL DETAIL 2023 10 TO 2023 12

ACCOUNTS FOR: 1543 GOLF REVOLVING ACCOUNT	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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15436952 558006	GOLF MISC						
2023/12/000203	06/15/2023	API	231.04 VND 019079 VCH	GOLF MAX	ACCT# 026451		236499
2023/12/000391	06/29/2023	API	279.89 VND 027150 VCH	JOSEPH ELLIOTT	ACCT# CRANBERRY VALLEY GOLF CO		
2023/12/000452	06/30/2023	API	29.13 VND 027150 VCH	JOSEPH ELLIOTT	ACCT# CRANBERRY VALLEY GOLF CO		

TOTAL GOLF REVOLVING ACCOUNT	0.00	250,000.00	250,000.00	216,994.66	0.00	33,005.34	86.8%
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15436954 GOLF REVOLVING ACCOUNT

15436954 427002	SNACK BAR CONCESSION						
	0.00	0.00	0.00	-34,978.05	0.00	34,978.05	100.0%

2023/11/000615	05/24/2023	CRP	-3,168.00 REF 2245868	CUSTOMER	GOLF RECEIPTS		
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15436954 437005	GOLF PRO LESSONS						
	0.00	0.00	0.00	-12,496.66	0.00	12,496.66	100.0%

2023/10/000682	04/24/2023	CRP	-55.00 REF 2244944	CUSTOMER	GOLF RECEIPTS		
2023/10/000686	04/05/2023	CRP	-55.00 REF 2219665	CUSTOMER	GOLF RECEIPTS		
2023/10/000686	04/05/2023	CRP	55.00 REF 2245197	Reversal / 2219665	GOLF RECEIPTS		
2023/10/000686	04/05/2023	CRP	-55.00 REF 2245198	CUSTOMER	GOLF RECEIPTS		
2023/10/000687	04/10/2023	CRP	-55.00 REF 2219645	CUSTOMER	GOLF RECEIPTS		
2023/10/000687	04/10/2023	CRP	-55.00 REF 2219647	CUSTOMER	GOLF RECEIPTS		
2023/10/000687	04/10/2023	CRP	55.00 REF 2245201	Reversal / 2219645	GOLF RECEIPTS		
2023/10/000687	04/10/2023	CRP	-55.00 REF 2245202	CUSTOMER	GOLF RECEIPTS		
2023/10/000687	04/10/2023	CRP	55.00 REF 2245203	Reversal / 2219647	GOLF RECEIPTS		
2023/10/000687	04/10/2023	CRP	-55.00 REF 2245204	CUSTOMER	GOLF RECEIPTS		
2023/10/000697	04/28/2023	CRP	-110.00 REF 2245002	CUSTOMER	GOLF RECEIPTS		
2023/10/000699	04/30/2023	CRP	-150.00 REF 2245020	CUSTOMER	GOLF RECEIPTS		
2023/11/000550	05/03/2023	CRP	-55.00 REF 2245412	CUSTOMER	GOLF RECEIPTS		
2023/11/000552	05/08/2023	CRP	-110.00 REF 2245332	CUSTOMER	GOLF RECEIPTS		
2023/11/000554	05/09/2023	CRP	-55.00 REF 2245447	CUSTOMER	GOLF RECEIPTS		
2023/11/000559	05/15/2023	CRP	-1,176.66 REF 2245472	CUSTOMER	GOLF RECEIPTS		
2023/11/000559	05/15/2023	CRP	-55.00 REF 2245474	CUSTOMER	GOLF RECEIPTS		
2023/11/000601	05/23/2023	CRP	-55.00 REF 2245618	CUSTOMER	GOLF RECEIPTS		
2023/11/000615	05/24/2023	CRP	-110.00 REF 2245868	CUSTOMER	GOLF RECEIPTS		
2023/11/000619	05/31/2023	CRP	-165.00 REF 2245922	CUSTOMER	GOLF RECEIPTS		

TOWN OF HARWICH - LIVE DATA



REVOLVING 4TH QUARTER FY23

FOR 2023 12				JOURNAL DETAIL 2023 10 TO 2023 12					
ACCOUNTS FOR: 1543 GOLF REVOLVING ACCOUNT				REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
ORIGINAL	APPROP	TRANS/ADJSMTS							
15436954	481006	GOLF PRO SHOP NON TAXABLE		0.00	-50,954.36	0.00	50,954.36	100.0%	
2023/10/000682	04/24/2023	CRP	-500.98	REF 2244944	CUSTOMER	GOLF RECEIPTS			
2023/10/000682	04/24/2023	CRP	-347.42	REF 2244969	CUSTOMER	GOLF RECEIPTS			
2023/10/000682	04/24/2023	CRP	22.58	REF 2244969	CUSTOMER	GOLF RECEIPTS			
2023/10/000686	04/05/2023	CRP	-676.26	REF 2219665	CUSTOMER	GOLF RECEIPTS			
2023/10/000686	04/05/2023	CRP	676.26	REF 2245197	Reversal / 2219665	GOLF RECEIPTS			
2023/10/000686	04/05/2023	CRP	-676.26	REF 2245198	CUSTOMER	GOLF RECEIPTS			
2023/10/000687	04/10/2023	CRP	-453.54	REF 2219645	CUSTOMER	GOLF RECEIPTS			
2023/10/000687	04/10/2023	CRP	-438.73	REF 2219647	CUSTOMER	GOLF RECEIPTS			
2023/10/000687	04/10/2023	CRP	-494.21	REF 2219649	CUSTOMER	GOLF RECEIPTS			
2023/10/000687	04/10/2023	CRP	453.54	REF 2245201	Reversal / 2219645	GOLF RECEIPTS			
2023/10/000687	04/10/2023	CRP	-453.54	REF 2245202	CUSTOMER	GOLF RECEIPTS			
2023/10/000687	04/10/2023	CRP	438.73	REF 2245203	Reversal / 2219647	GOLF RECEIPTS			
2023/10/000687	04/10/2023	CRP	-438.73	REF 2245204	CUSTOMER	GOLF RECEIPTS			
2023/10/000687	04/10/2023	CRP	494.21	REF 2245209	Reversal / 2219649	GOLF RECEIPTS			
2023/10/000687	04/10/2023	CRP	-494.21	REF 2245210	CUSTOMER	GOLF RECEIPTS			
2023/10/000688	04/01/2023	CRP	-96.41	REF 2219594	CUSTOMER	GOLF RECEIPTS			
2023/10/000688	04/01/2023	CRP	96.41	REF 2245211	Reversal / 2219594	GOLF RECEIPTS			
2023/10/000688	04/01/2023	CRP	-96.41	REF 2245212	CUSTOMER	GOLF RECEIPTS			
2023/10/000693	04/24/2023	CRP	-1,720.93	REF 2243630	CUSTOMER	GOLF RECEIPTS			
2023/10/000697	04/28/2023	CRP	-811.01	REF 2245002	CUSTOMER	GOLF RECEIPTS			
2023/10/000697	04/28/2023	CRP	28.10	REF 2245002	CUSTOMER	GOLF RECEIPTS			
2023/10/000699	04/30/2023	CRP	-896.07	REF 2245020	CUSTOMER	GOLF RECEIPTS			
2023/10/000699	04/30/2023	CRP	-154.90	REF 2245022	CUSTOMER	GOLF RECEIPTS			
2023/10/000699	04/30/2023	CRP	76.46	REF 2245022	CUSTOMER	GOLF RECEIPTS			
2023/11/000550	05/03/2023	CRP	-673.93	REF 2245412	CUSTOMER	GOLF RECEIPTS			
2023/11/000550	05/03/2023	CRP	83.46	REF 2245412	CUSTOMER	GOLF RECEIPTS			
2023/11/000552	05/08/2023	CRP	-80.71	REF 2245322	CUSTOMER	GOLF RECEIPTS			
2023/11/000552	05/08/2023	CRP	-890.31	REF 2245332	CUSTOMER	GOLF RECEIPTS			
2023/11/000554	05/09/2023	CRP	-248.35	REF 2245445	CUSTOMER	GOLF RECEIPTS			
2023/11/000554	05/09/2023	CRP	-226.71	REF 2245447	CUSTOMER	GOLF RECEIPTS			
2023/11/000554	05/09/2023	CRP	13.10	REF 2245447	CUSTOMER	GOLF RECEIPTS			
2023/11/000559	05/15/2023	CRP	-728.58	REF 2245472	CUSTOMER	GOLF RECEIPTS			
2023/11/000559	05/15/2023	CRP	47.00	REF 2245472	CUSTOMER	GOLF RECEIPTS			
2023/11/000559	05/15/2023	CRP	-223.12	REF 2245474	CUSTOMER	GOLF RECEIPTS			
2023/11/000561	05/19/2023	CRP	-294.08	REF 2245497	CUSTOMER	GOLF RECEIPTS			
2023/11/000561	05/19/2023	CRP	-13,940.00	REF 2245497	CUSTOMER	GOLF RECEIPTS			
2023/11/000561	05/19/2023	CRP	62.70	REF 2245497	CUSTOMER	GOLF RECEIPTS			
2023/11/000601	05/23/2023	CRP	-395.46	REF 2245618	CUSTOMER	GOLF RECEIPTS			
2023/11/000601	05/23/2023	CRP	59.46	REF 2245618	CUSTOMER	GOLF RECEIPTS			
2023/11/000606	05/26/2023	CRP	-952.82	REF 2245698	CUSTOMER	GOLF RECEIPTS			
2023/11/000606	05/26/2023	CRP	208.58	REF 2245698	CUSTOMER	GOLF RECEIPTS			
2023/11/000615	05/24/2023	CRP	-859.78	REF 2245868	CUSTOMER	GOLF RECEIPTS			
2023/11/000615	05/24/2023	CRP	95.50	REF 2245868	CUSTOMER	GOLF RECEIPTS			
2023/11/000615	05/24/2023	CRP	-187.08	REF 2245870	CUSTOMER	GOLF RECEIPTS			
2023/11/000615	05/24/2023	CRP	48.92	REF 2245870	CUSTOMER	GOLF RECEIPTS			
2023/11/000618	05/31/2023	CRP	-81.16	REF 2245880	CUSTOMER	GOLF RECEIPTS			

TOWN OF HARWICH - LIVE DATA



REVOLVING 4TH QUARTER FY23

FOR 2023 12 JOURNAL DETAIL 2023 10 TO 2023 12

ACCOUNTS FOR: 1543 GOLF REVOLVING ACCOUNT
 ORIGINAL APPROP TRANS/ADJSMTS REVISED BUDGET YTD ACTUAL ENCUMBRANCES AVAILABLE BUDGET % USED

15436954 481006		GOLF PRO SHOP NON TAXABLE					
2023/11/000619	05/31/2023	CRP	-775.53	REF 2245920	CUSTOMER	GOLF RECEIPTS	
2023/11/000619	05/31/2023	CRP	131.89	REF 2245920	CUSTOMER	GOLF RECEIPTS	
2023/11/000619	05/31/2023	CRP	-672.16	REF 2245922	CUSTOMER	GOLF RECEIPTS	
2023/11/000619	05/31/2023	CRP	81.62	REF 2245922	CUSTOMER	GOLF RECEIPTS	
2023/11/000632	05/31/2023	CRP	-68.82	REF 2246372	CUSTOMER	GOLF RECEIPTS	
2023/11/000632	05/31/2023	CRP	29.31	REF 2246372	CUSTOMER	GOLF RECEIPTS	
2023/12/000148	06/05/2023	CRP	-1,085.06	REF 2246390	CUSTOMER	GOLF RECEIPTS	
2023/12/000148	06/05/2023	CRP	3.61	REF 2246390	CUSTOMER	GOLF RECEIPTS	
2023/12/000148	06/05/2023	CRP	-380.58	REF 2246395	CUSTOMER	GOLF RECEIPTS	
2023/12/000149	06/08/2023	CRP	-212.28	REF 2246405	CUSTOMER	GOLF RECEIPTS	
2023/12/000149	06/08/2023	CRP	24.00	REF 2246405	CUSTOMER	GOLF RECEIPTS	
15436954 481007			0.00	GOLF PRO SHOP TAXABLE			
				-250,000.00	-250,000.00		
					-112,387.68	0.00	
						-137,612.32	
						45.0%	
2023/10/000682	04/24/2023	CRP	-617.33	REF 2244944	CUSTOMER	GOLF RECEIPTS	
2023/10/000682	04/24/2023	CRP	-191.30	REF 2244969	CUSTOMER	GOLF RECEIPTS	
2023/10/000686	04/05/2023	CRP	-840.16	REF 2219665	CUSTOMER	GOLF RECEIPTS	
2023/10/000686	04/05/2023	CRP	840.16	REF 2245197	Reversal / 2219665	GOLF RECEIPTS	
2023/10/000686	04/05/2023	CRP	-840.16	REF 2245198	CUSTOMER	GOLF RECEIPTS	
2023/10/000687	04/10/2023	CRP	-257.79	REF 2219645	CUSTOMER	GOLF RECEIPTS	
2023/10/000687	04/10/2023	CRP	-425.28	REF 2219647	CUSTOMER	GOLF RECEIPTS	
2023/10/000687	04/10/2023	CRP	-388.52	REF 2219649	CUSTOMER	GOLF RECEIPTS	
2023/10/000687	04/10/2023	CRP	257.79	REF 2245201	Reversal / 2219645	GOLF RECEIPTS	
2023/10/000687	04/10/2023	CRP	-257.79	REF 2245202	CUSTOMER	GOLF RECEIPTS	
2023/10/000687	04/10/2023	CRP	425.28	REF 2245203	Reversal / 2219647	GOLF RECEIPTS	
2023/10/000687	04/10/2023	CRP	-425.28	REF 2245204	CUSTOMER	GOLF RECEIPTS	
2023/10/000687	04/10/2023	CRP	388.52	REF 2245209	Reversal / 2219649	GOLF RECEIPTS	
2023/10/000687	04/10/2023	CRP	-388.52	REF 2245210	CUSTOMER	GOLF RECEIPTS	
2023/10/000688	04/01/2023	CRP	-326.50	REF 2219594	CUSTOMER	GOLF RECEIPTS	
2023/10/000688	04/01/2023	CRP	326.50	REF 2245211	Reversal / 2219594	GOLF RECEIPTS	
2023/10/000688	04/01/2023	CRP	-326.50	REF 2245212	CUSTOMER	GOLF RECEIPTS	
2023/10/000693	04/24/2023	CRP	-587.61	REF 2243630	CUSTOMER	GOLF RECEIPTS	
2023/10/000697	04/28/2023	CRP	-475.98	REF 2245002	CUSTOMER	GOLF RECEIPTS	
2023/10/000699	04/30/2023	CRP	-604.47	REF 2245020	CUSTOMER	GOLF RECEIPTS	
2023/10/000699	04/30/2023	CRP	-9.60	REF 2245022	CUSTOMER	GOLF RECEIPTS	
2023/11/000550	05/03/2023	CRP	-326.25	REF 2245412	CUSTOMER	GOLF RECEIPTS	
2023/11/000552	05/08/2023	CRP	-218.80	REF 2245322	CUSTOMER	GOLF RECEIPTS	
2023/11/000552	05/08/2023	CRP	-468.65	REF 2245332	CUSTOMER	GOLF RECEIPTS	
2023/11/000554	05/09/2023	CRP	-359.25	REF 2245445	CUSTOMER	GOLF RECEIPTS	
2023/11/000554	05/09/2023	CRP	-463.80	REF 2245447	CUSTOMER	GOLF RECEIPTS	
2023/11/000559	05/15/2023	CRP	-2,321.60	REF 2245472	CUSTOMER	GOLF RECEIPTS	
2023/11/000559	05/15/2023	CRP	-517.13	REF 2245474	CUSTOMER	GOLF RECEIPTS	
2023/11/000561	05/19/2023	CRP	-910.81	REF 2245497	CUSTOMER	GOLF RECEIPTS	
2023/11/000601	05/23/2023	CRP	-471.68	REF 2245618	CUSTOMER	GOLF RECEIPTS	
2023/11/000606	05/26/2023	CRP	-524.86	REF 2245698	CUSTOMER	GOLF RECEIPTS	

TOWN OF HARWICH - LIVE DATA



REVOLVING 4TH QUARTER FY23

FOR 2023 12 JOURNAL DETAIL 2023 10 TO 2023 12

ACCOUNTS FOR: 1543 GOLF REVOLVING ACCOUNT
 ORIGINAL APPROP TRANS/ADJSMTS REVISED BUDGET YTD ACTUAL ENCUMBRANCES AVAILABLE BUDGET % USED

15436954 481007 GOLF PRO SHOP TAXABLE

2023/11/000615	05/24/2023	CRP	-1,150.85	REF 2245867	CUSTOMER	GOLF RECEIPTS
2023/11/000615	05/24/2023	CRP	-263.79	REF 2245868	CUSTOMER	GOLF RECEIPTS
2023/11/000615	05/24/2023	CRP	-932.36	REF 2245870	CUSTOMER	GOLF RECEIPTS
2023/11/000618	05/31/2023	CRP	-495.90	REF 2245880	CUSTOMER	GOLF RECEIPTS
2023/11/000619	05/31/2023	CRP	-2,215.57	REF 2245920	CUSTOMER	GOLF RECEIPTS
2023/11/000619	05/31/2023	CRP	-1,885.08	REF 2245922	CUSTOMER	GOLF RECEIPTS
2023/11/000632	05/31/2023	CRP	-187.18	REF 2246372	CUSTOMER	GOLF RECEIPTS
2023/12/000148	06/05/2023	CRP	-2,066.29	REF 2246390	CUSTOMER	GOLF RECEIPTS
2023/12/000148	06/05/2023	CRP	-776.72	REF 2246395	CUSTOMER	GOLF RECEIPTS
2023/12/000149	06/08/2023	CRP	-783.41	REF 2246405	CUSTOMER	GOLF RECEIPTS

TOTAL GOLF REVOLVING ACCOUNT	0.00	-250,000.00	-250,000.00	-210,816.75	0.00	-39,183.25	84.3%
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TOTAL GOLF REVOLVING ACCOUNT	0.00	0.00	0.00	19,828.81	0.00	-19,828.81	100.0%
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TOTAL REVENUES	0.00	-250,000.00	-250,000.00	-210,816.75	0.00	-39,183.25	
TOTAL EXPENSES	0.00	250,000.00	250,000.00	230,645.56	0.00	19,354.44	

PRIOR FUND BALANCE	301,136.39
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES	-19,828.81
REVISED FUND BALANCE	281,307.58

TOWN OF HARWICH - LIVE DATA



REVOLVING 4TH QUARTER FY23

FOR 2023 12				JOURNAL DETAIL 2023 10 TO 2023 12			
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
GRAND TOTAL							
0.00	0.00	0.00	19,828.81	0.00	-19,828.81	100.0%	

** END OF REPORT - Generated by Mike Serijan **

REVOLVING 4TH QUARTER FY23

REPORT OPTIONS

Sequence	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	9	Y	N
Sequence 3	0	N	N
Sequence 4	0	N	N

Report title:
REVOLVING 4TH QUARTER FY23

Includes accounts exceeding 0% of budget.

Print totals only: N

Print Full or Short description: F

Print full GL account: N

Format type: 1

Double space: N

Suppress zero bal accts: Y

Include requisition amount: N

Print Revenues-Version headings: N

Print revenue as credit: Y

Print revenue budgets as zero: N

Include Fund Balance: Y

Print journal detail: Y

From Yr/Per: 2023/10

To Yr/Per: 2023/12

Include budget entries: Y

Incl encumb/liq entries: Y

Sort by JE # or PO #: J

Detail format option: 1

Include additional JE comments: Y

Multiyear view: L

Amounts/totals exceed 999 million dollars: N

Year/Period: 2023/12

Print MTD Version: N

Roll projects to object: N

Carry forward code: 1

Find Criteria

Field Name	Field Value
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Org	1543*
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Object

Project

Rollup code

Account type

Account status