

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 6:00 P.M.
Regular Meeting 6:30 P.M.
Monday, November 2, 2020

REMOTE PARTICIPATION ONLY
OPEN PUBLIC FORUM – NEW STEPS – PLEASE READ

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

Board of Selectmen Meeting
Mon, Nov 2, 2020 6:30 PM

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

<https://global.gotomeeting.com/join/272683989>

You can also dial in using your phone.

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

Access Code: 272-683-989

I. **CALL TO ORDER**

II. **EXECUTIVE SESSION**

- A. Pursuant to M.G.L. c. 30A, § 21(a)(6), to consider purchase, exchange, lease or value of real estate if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body

III. **PLEDGE OF ALLEGIANCE**

IV. **WEEKLY BRIEFING**

- A. COVID-19 Updates
- B. Update on ongoing efforts by the Town in support of the business community
- C. Update on status of outdoor table service providers at licensed establishments

V. **PUBLIC COMMENTS/ANNOUNCEMENTS**

VI. **CONSENT AGENDA**

- A. Vote to approve Caleb Chase request in the amount of \$1,000
- B. Vote to accept the gift to the Harwich Police Department of Pet Kennel Wall Units from Banfield Pet Hospital
- C. Vote to accept the resignation from Cyndi Williams from the Adhoc Noise Containment Committee

VII. **NEW BUSINESS**

- A. Board of Selectmen to conduct a performance review for the Interim Town Administrator
- B. Discussion and possible vote to temporarily halt Adhoc Noise Containment Committee meetings
- C. Vote to approve – Hawkers and Peddlers License for the sale of Christmas Trees – Pleasant Lake Pizza Shark – 403 Pleasant Lake Ave, Harwich

VIII. **OLD BUSINESS**

- A. Update from the Interim Town Administrator – Meeting with Chris Wise
- B. Discussion and possible vote – Interim Town Administrator’s Goals and Objectives
- C. Discussion on Chapter 7 Section 7.8 Article A of General Bylaws – Appointment of Town Counsel
- D. Discussion – Interim Town Administrator’s Procurement process roll-out

IX. **CONTRACTS**

- A. Discussion and possible vote for the Board of Selectmen to execute contract with Champion Salt, LLC for road salt for the Department of Public Works for a unit cost of \$49.63 per ton and not to exceed total sum of \$99,260.00
- B. Discussion and possible vote for the Board of Selectmen to execute contract with Specialty Vehicles, Inc. for the purchase of an Ambulance for the Fire Department for \$329,905.00
- C. Discussion and possible vote - West Harwich Route 28 Massachusetts Department of Transportation, Transportation Improvement Project Design Contract Time Extension with VHB

X. **TOWN ADMINISTRATOR’S REPORT**

XI. **SELECTMEN’S REPORT**

XII. **ADJOURNMENT**

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

Authorized Posting Officer:

Danielle Delaney

Posted by: _____
Town Clerk

Date: _____
October 29, 2020

WEEKLY BRIEFING



Town of Harwich Board of Health

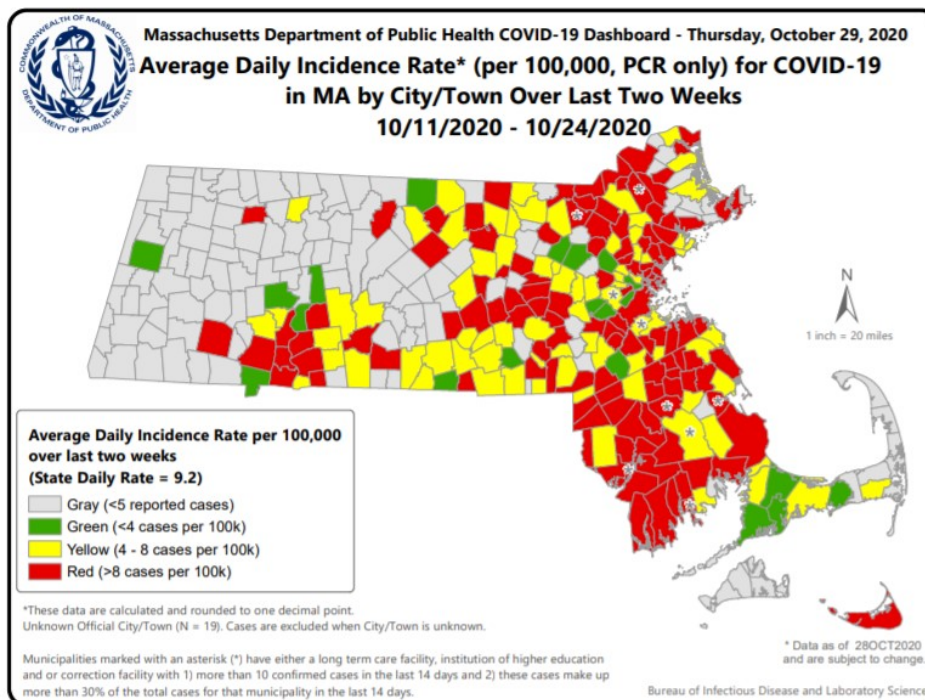
732 Main Street Harwich, MA 02645
508-430-7509 – Fax 508-430-7531
E-mail: health@town.harwich.ma.us

October 30, 2020

Weekly COVID-19 Update

The current total cases of COVID-19 for the Town of Harwich is 173. This is an increase of 5 cases over the last 7 days. We are currently following 5 active cases.

To date 5860 tests of residents in Harwich have been conducted and our positivity rate has increased this week to 1.51%. As expected, we are now a yellow color on the Department of Public Health's COVID-19 incidence map, showing a higher incidence than last week. Harwich has an incidence rate of 4.5, compared to last week at 2.3.



As we all make plans for holiday breaks, keep in mind the Travel Order that requires residents to test or quarantine if coming back from a higher risk State. Please get familiar with the Travel Order: <https://www.mass.gov/info-details/covid-19-travel-order>

Thank you,

Meggan Eldredge
Health Director

Town of Harwich - Expansion of Outdoor Services

Establishment Name	Establishment Address	Outdoor Table Service	Outdoor Liquor Service	A to-scale drawing	# of Seats Proposed	Right to Occupy	Alteration of Premises Request	Proposed Hours of Operation	Rely upon use of Sidewalks	Certificate of insurance
400 East	1421 Route 39, East Harwich	√	√	√	X	√	√	√	√	√
A & W Family Restaurant	297 Route 28, Harwich	√	N/A	√	√	√	√	√	√	√
Cape Sea Grille	31 Sea Street, Harwich Port	√	√	√	√	√	√	√	√	√
Capeside Kitchen	537 Route 28, Harwich Port	√	√	√	√	√	√	√	√	√
Ember	600 Route 28, Harwich Port	√	√	√	√	√	√	√	√	√
Harwichport Seafarer/Mooncussers	86 Sisson Road, Harwich Port	√	√	√	√	√	√	√	√	√
Jake Rooney's	119 Brooks Road, Harwich Port	√	√	√	√	√	√	√	√	√
L'Alouette	787 Route 28, Harwich Port	√	√	√	√	√	√	√	√	√
Lanyard Bar and Grill	429 Route 28, Harwich Port	√	√	√	√	√	√	√	√	√
Mad Minnow	554 Route 28, Harwich Port	√	√	√	√	√	√	√	√	√
Seal Pub	703 Main Street, Harwich Port	√	√	√	√	√	√	√	√	X
Ten Yen/Three Monkeys Street Bar	554 Route 28, Suite B, Harwich Port	√	√	√	√	√	√	√	√	√
The Port Restaurant and Bar	541 Route 28, Harwich Port	√	√	√	√	√	√	√	√	√
Castaways	986 Route 28, South Harwich	√	√	√	√	√	√	√	√	√
Lighthouse Café	216 Route 28, West Harwich	√	N/A	√	√	√	√	√	√	√
Cape Cod Irish Pub	126 Route 28, West Harwich	√	√	√	√	√	√	√	√	√

Highlighted = Continuing Expanded Outdoor Table Service

Highlighted = Ended Expanded Outdoor Table Service

Not Highlighted = Have not heard back

CONSENT AGENDA



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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




DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Board of Selectmen
Joe Powers
Interim Town Administrator

FROM: David J. Guillemette
Chief of Police 

DATE: October 27, 2020

SUBJECT: Request to accept gift of Pet Kennel Wall Units

Mr. Powers and members of the Board, attached is a gift letter that is being submitted for your consideration. Ms. Fell is the practice manager at Banfield Pet Hospital in Plymouth. The pet hospital has changed locations and has purchased new kennel units. Our Animal Control Officer, Jen Harrington is a former employee of Banfield and was asked if she had use for the surplus kennel units worth approximately \$8,500.

The kennel units would allow the PD and Animal control to temporarily hold a stray or found animal providing more time for an owner to pick up the animal which prevents a trip to the Animal Rescue League.

The cost associated with installation and maintenance is expected to be minimal and will be handled through a gift account previously set up for Animal Control.

Animal Kennel Gift

Banfield Pet Hospital, Jamie Fell (Practice Manager)
123 Samoset Road, Suite A-113
Plymouth, MA 02360

Be it known the, Banfield Pet Hospital of 123 Samoset Road in Plymouth, MA (grantor) hereby transfers as a charitable gift to the Harwich Police Department (Grantee), the following described gift:

2 sections of pet kennel wall units at a value of \$8,500.00

This gift is subject to the following conditions and representations:

Grantor and Grantee stipulate this gift is to be used to assist the Harwich Police in the temporary hold of stray, lost or found Animals at the Harwich Police Department.

Grantor has no knowledge of damage or defect to the kennel unit as described. Grantor warrants to Grantee.

Accepted by the Town of Harwich Board of Selectmen,

Date: _____

Grantor:

Jamie Fell, Practice Manager

Banfield Pet Hospital

Plymouth, MA 02360

508-746-1135

Signature: J. Fell

Date: 10/26/20

October 23, 2020

Ms. Anita Doucette
Town Clerk
Town of Harwich



Dear Ms. Anita Doucette:

After careful thought and consideration, I will be resigning from the Adhoc Noise Containment Committee effective immediately.

Respectfully,

A handwritten signature in cursive script that reads "Cyndi Williams".

Cyndi Williams



NEW BUSINESS

Performance Management Plan for Interim Town Administrator

Results Based Goal One:

Joe successfully developed a balanced budget with his team for which was successfully presented to the ATM.

Joe effectively organized all relevant parties to to deliver a successful Annual Town Meeting. Which was very impressive after last years difficult meeting.

Joe is working closely with the BOS and all department heads to develop the 2022 budget proposal as well as develop a five year plan.

Results Based Goal Two:

Joe is working closely with the CPC and all Housing initiatives in town to develop a plan to further housing availability and fully utilize the financial resources available. The key here will be create effective interaction between CPC and the various housing initiatives.

Results Based Goal Three:

While the wastewater discussions have been impeded by concerns over cost as well as outside influences such as COVID, Joe continues to work with town staff to determine sewer flows and capacity needs. The most recent presentation to the Board was very impressive and bodes well for the Town getting a better handle on the true costs and needs going forward.

Joe has created an initiative to improve our procurement procedures which appears to be coming together in a way that will allow us to streamline the process and to be much more transparent.

Results Based Goal Four:

Joe is working closely with all department heads to create a more streamlined organizational structure as well as a more effective lines of communication which will be critical to the success of the Town going forward. This will be a challenging goal where the ability to bring people together will be of the utmost importance.

Results Based Goal Five:

This goal ties back to goal four. It has been apparent that the need for greater leadership, communication and direction from the Town Administrator will be key to moving the Town forward in a unified way. Joe has to date shown some real skills around these areas of leadership and I look forward to helping him be successful in this very important goal.

Performance Management Plan for Interim Town Administrator

Setting Goals

Goal setting is essential for establishing and managing expectations, tracking and measuring progress, and elevating performance. We recommend using the S.M.A.R.T. goal setting process.

In setting goals, make sure each goal meets these five criteria:

S The goal must be *specific* – clearly defining expectations and explaining the objective. This goal clearly specifies what is to be accomplished.

M The goal must be *measurable*. Identify and define specific metrics for quantity, quality, timeliness and cost that can be objectively measured.

A The goal must be *attainable*. Ensure that the goals are challenging, but within reason.

R The goal must be *relevant*. All goals need to be evaluated against the overarching company and business goals.

T The goal must be *time-bound*. Specify a date or elapsed amount of time when the goal needs to be completed.

As you write your S.M.A.R.T. goals, answer the following questions honestly to ensure you are truly setting S.M.A.R.T. goals.

What? This is your statement of outcome. What are you trying to accomplish? What will it look like?

When? Your goal needs to be realistic and so does your schedule. Allow the proper amount of time to complete the task and establish a deadline that takes into consideration possible setbacks.

Why? Sometimes it's obvious why certain tasks and projects need to be executed. Other times it's not. If it is not clear to you "why" you are setting an objective as your goal, stop and ask your manager to explain the rationale. If you are the leader of a project, it is important that you openly address the reasons for a project. No one can be expected to fully commit to achieve a goal without being told candidly and completely why it's a goal in the first place.

How? This is about methodology, measurement and engaging your Team members' expertise. By asking 'How are we going to make this happen?' and 'How will we know when we have succeeded?' you're honoring the value they bring to the table. Not only will you arrive at the best possible solution, you will increase your Team's energy, enthusiasm, and sense of ownership.

How Much? This is the question about resources required – and resources returned. How much do you need in terms of cash, raw materials and sweat and how much will you get back if you achieve your goal? You can think of it as the Team's return on investment or cost-return ratio. It is important to consider the cost to execute and the payback from achieving your goal.

Performance Management Plan for Interim Town Administrator

Results-Based Goals

There should be 3 to 5 results-based goals. The goals must be specific, clearly defining expectations and explain the objective. The goals must also be measurable, attainable, and relevant.

Results-Based Goal One - Municipal Finance & Budgeting

Measures:

- Develop a balanced budget for FY2021 and establish a plan for an outdoor Annual Town Meeting.
- Develop a budget for FY 2022 that is, at most, 2% higher than FY 2021 (ties to BOS Goal #2, Objectives, A, B, and C)

BOS Comments:

Joe worked with both Harwich and Chatham (Monomoy) staff to plan, organize, and hold ATM outside at the Monomoy football field. Went off without a hitch – very positive resident feedback.

A balanced budget was presented and approved at the ATM. Joe is working on FY2022 budget by looking at each departmental needs, possible organizational changes to increase efficiencies and has held initial discussions with various labor union representative on limiting increases in line with expected limited revenues in Pandemic environment.

The challenge will be to continue discussions with all involved to determine best ways to proceed within budget limitations while considering town services.

Extraordinary Performance

Employee Comments:

[Type here]

Performance Management Plan for Interim Town Administrator

Results-Based Goal Two - Economic Development & Community Planning

Measures

- Work with various housing committees and CPC to specify a housing goal which furthers housing availability and fully utilizes financial resources (ties to BOS Goal #4).

Manager Comments:

Joe has taken the lead in reestablishing the links between the Housing Trust, CPC and other supporting housing committees to ensure housing projects are evaluated and funded as appropriate. He (along with Housing Trust chair, Finance Director and CPC chair) has established improved procedures to follow procurement regulations and to return any unspent funds to CPC.

Extraordinary Performance

Employee Comments:

Performance Management Plan for Interim Town Administrator

Results-Based Goal Three - Project Management

Measures:

- Develop and present a wastewater strategy/finances including:
 - Pleasant Bay Phase 2/Contract 3,
 - Possible rephasing of Phase 3 to Harwich Center/W. Harwich to potentially join the Dennis/Harwich/Yarmouth regional partnership,
 - Pleasant Bay alliance watershed permit compliance
 - Overall compliance with the Harwich Comprehensive Wastewater Management Plan
- Complete procurement actions as soon as possible and develop procedure involving Dept. Heads to simplify process and shorten time involved (ties to BOS Goal #1, Objective B)

BOS Comments:

Due to pandemic, much of the wastewater discussion was put on hold and just now starting again in earnest. Joe worked with town staff to procure GHD, consulting firm, to re-evaluate sewer flows required to handle Harwich Center and better determine Harwich's capacity needs for a potential DHY regional sewer plant. He has continued an active role in Pleasant Bay Alliance and E. Harwich sewer construction.

Joe has been compiling information to help inform and drive decisions on next projects to propose to Town Meeting for their approval to comply with the CWMP.

Procurement is not yet current and is a high priority for Joe. At the same time he is working on a process to streamline, adhere to procurement requirements and keep BOS and others informed.

Exceeded Expectations - Performance

Employee Comments:

Performance Management Plan for Interim Town Administrator

Results-Based Goal Four - Personnel Management

Measures:

- Develop strategies and commensurate plans for various departmental reorganizations (formerly: Reevaluate staffing needs and organization for administrative office) (ties to BOS Goal #2, Objective E)

BOS Comments:

Joe has made a few early suggestions, plan is to complete in near future.

Achieved Expectations - Performance

Employee Comments:

Performance Management Plan for Interim Town Administrator

Results-Based Goal Five - Leadership

Measures:

- Work with Department Heads/Staff to ensure positive two-way communication and overall rapport.
- Enhance communication with town committees and town residents (ties to BOS Goal #1, Objective C; Goal #2, Objective D)

BOS Comments:

Based on previous feedback Joe has placed top priority to communications. Improvement noted.

Achieved Expectations - Performance

Employee Comments:

Performance Management Plan for Interim Town Administrator

Performance Rating

There are five ratings categories: **Extraordinary, Exceeded Expectations, Achieved Expectations, Below Expectations, and Unsatisfactory**

Definitions

Extraordinary

- Exceeded all performance goals.
- Went beyond the goals to develop even greater performance expectations.
- Was always cited as a leading example in their peer group.

Exceeded Expectations

- Exceeded all goals.
- Was an outstanding role model for the town employees.
- Demonstrated a clear understanding of the needs of the town.
- Helped town employees to perform their jobs to the same level of excellence.

Achieved Expectations

- Achieved all the critical goals and may have exceeded expectations for some goals.
- Exhibited a strong commitment to the town's needs and inspired all town employees to exhibit that commitment.
- Demonstrated a clear commitment to the core competencies.
- Demonstrated a strong commitment to the town's goals.

Below Expectations

- Did not achieve one or more critical goals; and or
- Did not provide the leadership described in the core competencies.
- Did not promote the town's goals.

Unsatisfactory

- For the current year the employee failed to meet the required goals and standards for his/her role, in spite of regular feedback and support from his/her manager/managers to improve overall performance.
- A documented time-bounded Performance Improvement Plan will be agreed to following the year- end assessment, if not already in place.

Overall Performance - Exceeded Expectations

Performance Management Plan for Interim Town Administrator

The Board of Selectmen shall review and evaluate the Interim Town Administrator at least three times during this contract term but not more than once in a three-month interval. Said review and evaluation shall be based on the goals and objectives developed by the Board and the Interim Town Administrator. Further, the Chairman of the Board shall provide the Interim Town Administrator with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Interim Town Administrator to discuss his evaluation with the Board.

Acknowledgement of Performance Rating structure

BOS:

Employee:

BOS Review:

Overall Performance Rating

Comments

Signature and Date

Performance Management Plan for Interim Town Administrator

Employee Review:

Comments

Signature and Date



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

APPLICATION FOR: _____ Junk Dealer (\$35) **Hawkers & Peddlers (\$60)**
_____ Junk Collector (\$35) _____ **Transient Vendor (\$250)**

Fee: \$ New application Renewal _____

In accordance with the provisions of the Statute relating thereto, application for the above-referenced is hereby made by:

Business Name PLEASANT LAKE PIZZA SHARK Phone (508) 432-6060
Business Address 403 PLEASANT LAKE AVE, HARWICH MA 02645
Mailing Address 403 PLEASANT LAKE AVE, HARWICH MA 02645
Email Address pleasantlakepizzashark@gmail.com
Name of Owner JOSHUA KOOPMAN

(If corporation or partnership, list name, title and address of officers)

Note: Application for Transient Vendors License will be processed only to those persons who hold a Transient Vendor's License issued by the Commonwealth pursuant to the General Laws, Chapter 101, Section 3. The fee for such license shall be \$250.00, which shall be paid in cash, bank, certified check or postal money order and shall accompany the application.

[Signature] _____ Federal I.D. # _____
Signature of applicant & title

Pursuant to MGL Ch. 62c, Sec. 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I have filed all state tax returns and paid all state taxes required under law.

[Signature] _____ By _____
Signature of individual or corporate name Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

[Signature] _____
Building Commissioner
[Signature] _____
Police Department

[Signature] _____
Board of Health

[Signature] _____
Fire Department

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

We are the new commercial tenants at the Pleasant Lake General Store. We have been selling Christmas trees on a friend's property in Orleans for the past 3 years and would like to sell them in the back lot of the general store this year. They would be on racks in the corner of the lot around the side of the building (the side that faces the bike trail, not 124). We work with a wholesaler out of Western Mass. We weren't sure if we needed to apply for a separate license to sell trees in addition to the retail we currently have, but figured we'd be thorough about finding out. Thanks for your help!

Josh Koopman, owner

OLD BUSINESS

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BOS Comments:

Employee Comments:

Results-Based Goal Two - Economic Development & Community Planning

Measures

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Manager Comments:

Employee Comments:

Performance Management Plan for Interim Town Administrator

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- Develop strategies and commensurate plans for various departmental reorganizations (formerly: Reevaluate staffing needs and organization for administrative office) (ties to BOS Goal #2, Objective E)

BOS Comments:

Employee Comments:

Performance Management Plan for Interim Town Administrator

Results-Based Goal Five - Leadership

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BOS Comments:

Employee Comments:

Performance Management Plan for Interim Town Administrator

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Unsatisfactory

- For the current year the employee failed to meet the required goals and standards for his/her role, in spite of regular feedback and support from his/her manager/managers to improve overall performance.
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Performance Management Plan for Interim Town Administrator

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Acknowledgement of Performance Rating structure

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Employee:

BOS Review:

Overall Performance Rating

Comments

Signature and Date

Performance Management Plan for Interim Town Administrator

Employee Review:

Comments

Signature and Date

Article II

Officers and Employees

§ 7-8 Town Counsel.

- A. Appointment. The Selectmen shall annually appoint a Town Counsel, who shall be an attorney and counselor at law and who shall hold office for the term of one year from the first day of July until his successor is appointed and qualified. He shall receive such compensation as the Selectmen may determine, subject to the appropriation of the Town therefor.

- B. Employment and compensation of other attorneys. The Selectmen may engage the service of attorneys other than the appointed Town Counsel to act as counsel for the Town or any of its departments in any particular matter as the Selectmen may deem advisable, and they shall receive such compensation as the Selectmen may determine, subject to the appropriation of the Town therefor.

- C. Duties. The Town Counsel shall act as legal advisor and counselor to the Town and all its departments.

Project Name: _____ TM Year and Article #: _____ Appropriation: \$ _____

Low Bidder: _____ 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.
 - 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: _____ Account # _____
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

<u>Buildings and Public Works</u>	<u>Goods and Services</u>
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the State Bid List :
<input type="checkbox"/> C2. If construction is near \$10,000 you also need:	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<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"/> GS2. If project is over \$5,000 :
<input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as:	<input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.
<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"/> b. Maximum contract length is three years.
<input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as:	<input type="checkbox"/> GS3. If project is over \$50,000 :
<input type="checkbox"/> a. Bid Bond of 5% of total value. <input type="checkbox"/> b. Sealed Bids. c. End of Public Works construction requirements	<input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.
<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:	<input type="checkbox"/> b. Show project utilized sealed bids.
<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"/> c. Apparent low bidder posted to Town website.
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as:	<input type="checkbox"/> GS4. If project is over \$100,000 :
<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"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.
<input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as:	<input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> a. Solicit qualifications prior to sealed bids.	<p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p>

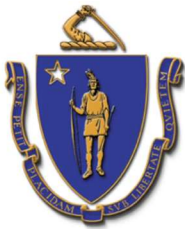
- Original for Accounting
- Original for Procurement
- Original for Vendor
- Contract to Treasurer's

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

Project Name: _____ TM Year and Article #: _____ Appropriation: \$ _____

Low Bidder: _____ Bid Price: \$ _____

Signature of Town Administrator or Assistant Town Administrator: _____



GLENN A. CUNHA
INSPECTOR GENERAL

The Commonwealth of Massachusetts

Office of the Inspector General

John W. McCormack
State Office Building
One Ashburton Place
Room 1311
Boston, MA 02108
Tel: (617) 727-9140
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July 2018

Dear Local Official:

The Office of the Inspector General (Office) created the following charts for local officials to use as a quick guide on public procurement procedures that must be followed pursuant to the Massachusetts General Laws. Your local rules may establish stricter or additional requirements that you must follow. Contact your chief procurement officer or legal counsel for advice on your local rules and procurement procedures.

The Office updated the charts with changes that are effective June 15, 2018, pursuant to the passage of [Chapter 113 of the Acts of 2018](#), *An Act Providing for Capital Facility Repairs and Improvements for the Commonwealth*. The charts highlight particular compliance requirements depending on the cost or the nature of your procurement. For example, the charts highlight, where applicable, the requirement for a ten-hour course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA). The charts are meant to provide a general overview of the principal public procurement statutes, and are not a substitute for reviewing the statute or obtaining the advice of legal counsel.

The charts include:

- M.G.L. c. 149 – BUILDING CONSTRUCTION CONTRACTS
- M.G.L. c. 30, § 39M, or M.G.L. c. 30B – PUBLIC WORKS (NON-BUILDING) CONSTRUCTION CONTRACTS (WITH LABOR)
- M.G.L. c. 30, § 39M, or M.G.L. c. 30B – CONSTRUCTION MATERIALS PROCUREMENTS (WITHOUT LABOR)
- M.G.L. c. 7C, §§ 44-58 – DESIGN SERVICES FOR PUBLIC BUILDING PROJECTS: Cities, Towns, Regional School Districts and Horace Mann Charter Schools
- M.G.L. c. 30B – PROCUREMENT OF SUPPLIES AND SERVICES

Any suggestions for the charts or questions concerning Chapter 30B (M.G.L. c. 30B) may be directed to this Office by calling (617) 722-8838. Questions concerning M.G.L. c. 149, M.G.L. c. 30, § 39M, and M.G.L. c. 7C may be directed to the Office of the Attorney General by calling (617) 963-2371 or your legal counsel.

Additional information is available from the following sources:

- Prevailing wage rate sheets may be requested online at <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/> or by calling the Department of Labor Standards at (617) 626-6953.
- *Central Register* advertisements may be submitted to the Secretary of the State's Office online at <http://www.sec.state.ma.us/spr/sprcentral/infosubmit.htm>. The submission deadline is 4:00 p.m. on Thursday for publication the following Wednesday.
- *Goods and Services Bulletin* advertisements may be submitted the Secretary of the State's Office online at <http://www.sec.state.ma.us/sprpublicforms/GSSubmissionform.aspx>. The submission deadline is 4:00 p.m. on Wednesday for publication the following Monday.
- COMMBUYS postings may be completed at www.commbuys.com.

My Office is committed to helping procurement officials comply with the state's procurement laws and make responsible purchasing decisions. Please do not hesitate to contact our Chapter 30B hotline if we can be of further assistance. Thank you.

Sincerely,



Glenn A. Cunha
Inspector General

M.G.L. c. 149 – BUILDING CONSTRUCTION CONTRACTS

Estimated Contract Amount	Under \$10,000	\$10,000 to \$50,000	Over \$50,000 to \$150,000	Over \$150,000	Over \$10,000,000
Procurement Procedure	Sound business practices (as defined in M.G.L. c. 30B, § 2). ¹	Use a written scope-of-work statement to solicit written responses from no fewer than 3 persons who customarily perform such work.	Sealed bids (using M.G.L. c. 30, § 39M).	Sealed bids (using M.G.L. c. 149, §§ 44A – 44J).	Solicit statements of qualifications prior to soliciting sealed bids (using M.G.L. c. 149, §§ 44A – 44J).
Notice/Advertising Requirements	None.	Post a notice at least two weeks before responses are due on 1) your jurisdiction’s website; 2) COMMBUYS; 3) in the <i>Central Register</i> ; and 4) in a conspicuous place near your office. ²	Post a notice 1) in your jurisdiction’s office for at least one week before bids are due; and, at least two weeks before bids are due, publish 2) in the <i>Central Register</i> ; 3) in a newspaper; and 4) on COMMBUYS. ³	Post a notice 1) in your jurisdiction’s office for at least one week before bids are due; and, at least two weeks before bids are due, publish 2) in the <i>Central Register</i> ; 3) in a newspaper; and 4) on COMMBUYS. ⁴	Advertise the request for qualifications at least two weeks before responses are due (1) in a newspaper; (2) in the <i>Central Register</i> ; and (3) on COMMBUYS. ⁵
DCAMM Certification	No.	No.	No.	Yes. General bidders if more than \$150,000 and filed sub-bidders if more than \$25,000.	Yes. General bidders if more than \$150,000 and filed sub-bidders if more than \$25,000.
OSHA Training	No.	Yes.	Yes.	Yes.	Yes.
Prequalification	No.	No.	No.	Optional. ⁶	Yes.
Filed Sub-bids	No.	No.	No.	Yes, if more than \$25,000.	Yes, if more than \$25,000.
Bid Deposit	No.	No.	5% of the value of the total bid.	5% of the value of the total bid or sub-bid.	5% of the value of the total bid or sub-bid.
Payment Bond	No.	50% payment bond if contract is >\$25,000. ⁷	50% payment bond.	100% payment bond.	100% payment bond.
Performance Bond	No.	No.	No.	100% performance bond.	100% performance bond.
Prevailing Wage	Yes.	Yes.	Yes.	Yes.	Yes.
Contractor Evaluation	No.	No.	No.	Yes.	Yes.
OSD or Blanket Contract Option	Yes.	Yes.	No.	No.	No.

¹ M.G.L. c. 149, § 44A(2)(A), as amended by Chapter 218 of the Acts of 2016. M.G.L. c. 30B, § 2, defines sound business practices as “ensuring the receipt of favorable prices by periodically soliciting price lists or quotes.”

² M.G.L. c. 149, § 44A(2)(B), as amended by Chapter 218 of the Acts of 2016.

³ M.G.L. c. 149, § 44J, as amended by Chapter 218 of the Acts of 2016.

⁴ M.G.L. c. 149, § 44J, as amended by Chapter 218 of the Acts of 2016.

⁵ The advertising procedures listed pertain only to the request for qualifications. Within 14 days of the completion of the prequalification process, you are required to post a notice in your jurisdiction and on COMMBUYS listing those general contractors and subcontractors that have been prequalified. A copy of the notice must be sent via first class mail, postage pre-paid, to all prequalified general and subcontractors along with an invitation to bid. The invitation to bid must have a deadline of at least two weeks. Although you may only consider bids from those general and subcontractors who have been prequalified, the advertising requirements for building construction contracts over \$150,000 apply.

⁶ If you decide to use the optional prequalification process for projects over \$100,000, follow the procedures listed in the “Over \$10,000,000” column. (Note: The prequalification threshold was not raised in 2016.)

⁷ M.G.L. c. 149, § 29.

M.G.L. c. 30, § 39M, or M.G.L. c. 30B, § 5 – PUBLIC WORKS (NON-BUILDING) CONSTRUCTION CONTRACTS (WITH LABOR)

Estimated Contract Amount	Under \$10,000	\$10,000 to \$50,000	Over \$50,000	\$50,000 or less
	M.G.L. c. 30, § 39M	M.G.L. c. 30, § 39M	M.G.L. c. 30, § 39M	M.G.L. c. 30B, § 5 Option ¹
Procurement Procedure	Sound business practices (as defined in M.G.L. c. 30B, § 2). ²	Use a written scope-of-work statement to solicit written responses from no fewer than 3 persons who customarily perform such work. ³	Sealed bids.	Sealed bids.
Notice/Advertising Requirements	None.	Post a notice at least two weeks before responses are due on 1) your jurisdiction’s website; 2) COMMBUYS; 3) in the <i>Central Register</i> ; and 4) in a conspicuous place near your office. ⁴	Post a notice 1) in your jurisdiction’s office for at least one week before bids are due; and, at least two weeks before bids are due, publish 2) in the <i>Central Register</i> ; 3) in a newspaper; and 4) on COMMBUYS. ⁵	Post a notice at least two weeks before bids are due 1) in your jurisdiction’s office, and publish 2) in a newspaper; 3) on COMMBUYS; and 4) in the <i>Central Register</i> . ⁶
OSHA Training	No.	Yes.	Yes.	Yes.
Prequalification	No.	No.	Maybe. ⁷	No.
Bid Deposit	No.	No.	5% of the value of the total bid.	No.
Payment Bond	No.	50% payment bond if contract is more than \$25,000. ⁸	50% payment bond.	50% payment bond if contract is more than \$25,000. ⁹
Performance Bond	No.	No.	No.	No.
Prevailing Wage	Yes.	Yes.	Yes.	Yes.
OSD or Blanket Contract Option	Yes.	Yes.	No.	No.

¹ Authorized by M.G.L. c. 30, § 39M(d).

² M.G.L. c. 30, § 39M, as amended by Chapter 218 of the Acts of 2016. M.G.L. c. 30B, § 2, defines sound business practices as “ensuring the receipt of favorable prices by periodically soliciting price lists or quotes.”

³ M.G.L. c. 30, § 39M, as amended by Chapter 218 of the Acts of 2016.

⁴ M.G.L. c. 30, § 39M, as amended by Chapter 218 of the Acts of 2016.

⁵ M.G.L. c. 149, § 44J.

⁶ M.G.L. c. 30B, § 5, and M.G.L. c. 9, § 20A.

⁷ Although M.G.L. c. 30, § 39M, does not mandate a contractor prequalification process, prequalification of bidders by the Massachusetts Department of Transportation is required for contracts of \$50,000 or more (1) if the awarding authority receives State Aid funds under M.G.L. c. 90, § 34; or (2) the work is on a state road, regardless of whether the awarding authority receives State Aid funds under M.G.L. c. 90, § 34.

⁸ M.G.L. c. 149, § 29.

⁹ M.G.L. c. 149, § 29.

M.G.L. c. 30, § 39M, or M.G.L. c. 30B, § 5 – CONSTRUCTION MATERIALS PROCUREMENTS (WITHOUT LABOR)

Estimated Contract Amount	Under \$10,000	\$10,000 to \$50,000	Over \$50,000	Any Amount
	M.G.L. c. 30, § 39M	M.G.L. c. 30, § 39M	M.G.L. c. 30, § 39M	M.G.L. c. 30B, § 5 Option ¹
Procurement Procedure	Sound business practices (as defined in M.G.L. c. 30B, § 2). ²	Use a written scope-of-work statement to solicit written responses from no fewer than 3 persons who customarily perform such work.	Sealed bids.	Sealed bids.
Notice/Advertising Requirements	None.	Post a notice at least two weeks before responses are due on 1) your jurisdiction’s website; 2) COMMBUYS; 3) in the <i>Central Register</i> ; and 4) in a conspicuous place near your office. ³	Post a notice 1) in your jurisdiction’s office for at least one week before bids are due; and, at least two weeks before bids are due, publish 2) in the <i>Central Register</i> ; 3) in a newspaper; and 4) on COMMBUYS. ⁴	Post a notice at least two weeks before bids are due 1) in your jurisdiction’s office, and publish 2) in a newspaper; 3) on COMMBUYS; and 4) in the <i>Central Register</i> . ⁵
OSHA Training	No.	No.	No.	No.
Prequalification	No.	No.	No.	No.
Bid Deposit	No.	No.	5% of the value of the total bid.	No.
Payment Bond	No.	50% payment bond if contract is more than \$25,000. ⁶	50% payment bond.	50% payment bond if contract is more than \$25,000. ⁷
Performance Bond	No.	No.	No.	No.
Prevailing Wage	No.	No.	No.	No.
OSD Option	Yes.	Yes.	Yes.	No.
Blanket Contract Option	Yes.	Yes.	No.	No.

¹ Authorized by M.G.L. c. 30, § 39M(d).

² M.G.L. c. 30, § 39M, as amended by Chapter 218 of the Acts of 2016. M.G.L. c. 30B, § 2, defines sound business practices as “ensuring the receipt of favorable prices by periodically soliciting price lists or quotes.”

³ M.G.L. c. 30, § 39M, as amended by Chapter 218 of the Acts of 2016.

⁴ M.G.L. c. 149, § 44J.

⁵ M.G.L. c. 30B, § 5, and M.G.L. c. 9, § 20A. (Note: If the procurement will exceed \$100,000, and the materials will be purchased for the purpose of stockpiled inventory and will not be used in conjunction with a specific project, at least two weeks before bids or proposals are due, publish in the *Goods and Services Bulletin*.)

⁶ M.G.L. c. 149, § 29.

⁷ M.G.L. c. 149, § 29. (Note: If the materials will be purchased for the purpose of stockpiled inventory and will not be used in conjunction with a specific project, you do not need to obtain a payment bond.)

**M.G.L. c. 7C, §§ 44-58 – DESIGN SERVICES FOR PUBLIC BUILDING PROJECTS:
Cities, Towns, Regional School Districts and Horace Mann Charter Schools¹**

Estimated Design Fee (EDF)/Estimated Construction Cost (ECC)	EDF less than \$30,000 or ECC less than \$300,000	EDF \$30,000 or more and ECC \$300,000 or more
Procurement Procedure	None. Recommend soliciting qualifications and prices from at least three designers.	Qualifications-based selection process. Jurisdiction must either (1) set the design fee; or (2) set a not-to-exceed fee limit and then negotiate the fee with the top-ranked designer within the fee limit.
Advertising Required	No.	Advertise in the <i>Central Register</i> and your local newspaper at least two weeks before the deadline for filing applications.
Designer Selection Board¹	No.	No – adopt selection procedure in writing. ^{2,3}
Designer Application	No.	Yes. See Designer Selection Procedures for Municipalities . Use “Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)”
Designer Evaluation (Submit to DCAMM and Designer Selection Board)	No.	Yes. See Designer Evaluation Forms & Information for Municipalities and Agencies
Registration	Yes.	Yes.
Insurance	No.	At a minimum, the lesser of \$1 million or 10% of the project’s estimated cost of construction. ⁴
Prevailing Wage	No.	No.

¹ Executive Departments of the Commonwealth and Commonwealth charter schools are subject to the jurisdiction of the Designer Selection Board when the design fee is \$30,000 or more and the estimated construction cost is \$300,000 or more.

² Cities, towns, school districts and Horace Mann charter schools are required to adopt their own procedures for selecting designers for building projects. These procedures must conform to the purposes and intent of the designer selection process as outlined in M.G.L. c. 7C, §§ 44 – 58, and noted herein. See this Office’s [Model Designer Selection Procedures for Municipalities and Other Local Public Agencies](#).

³ Housing Authorities must follow the procedures established by the Department of Housing and Community Development for the design of state-funded housing. Projects requesting funding from the Massachusetts School Building Authority (MSBA) are subject to MSBA rules.

⁴ M.G.L. c. 7C, § 51.

M.G.L. c. 30B – PROCUREMENT OF SUPPLIES AND SERVICES

Estimated Contract Amount	Under \$10,000	\$10,000 to \$50,000	Over \$50,000
Procurement Procedure	Sound business practices. ¹	Use a written purchase description to solicit written quotations from no fewer than 3 persons who customarily provide the supply or service. ²	Sealed bids or proposals (M.G.L. c. 30B, §§ 5 or 6).
Notice/Advertising Requirements	None.	None.	Post a notice 1) in your jurisdiction’s office, and, at least two weeks before bids or proposals are due, publish 2) in a newspaper, and 3) on COMMBUYS. If the procurement will exceed \$100,000, at least two weeks before bids or proposals are due, publish in the <i>Goods and Services Bulletin</i> .
Award contract to:	Responsible person offering the best price.	Responsible person offering the needed quality of supply or service at the lowest price quotation.	Under § 5, the responsible ³ and responsive ⁴ bidder offering the best price. Under § 6, the most advantageous proposal from a responsible and responsive proposer taking into consideration price and non-price proposals.
Written Contract Required⁵	No. Keep written records as a best practice.	Yes.	Yes.
Maximum Contract Term⁶	Three years, unless majority vote authorizes longer.		
OSD Option	Yes.		

¹ M.G.L. c. 30B, § 2, defines sound business practices as “ensuring the receipt of favorable prices by periodically soliciting price lists or quotes.”

² M.G.L. c. 30B, § 4, as amended by Chapter 218 of the Acts of 2016.

³ M.G.L. c. 30B, § 2, defines a responsible bidder or offeror as “a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance.”

⁴ M.G.L. c. 30B, § 2, defines a responsive bidder or offeror as “a person who has submitted a bid or proposal which conforms in all respects to the invitation for bids or request for proposals.”

⁵ M.G.L. c. 30B, § 17(a), states “All contracts in the amount of \$10,000 or more shall be in writing, and the governmental body shall make no payment for a supply or service rendered prior to the execution of such contract.”

⁶ M.G.L. c. 30B, § 12(b), states “Unless authorized by majority vote, a procurement officer shall not award a contract for a term exceeding three years, including any renewal, extension, or option.”

CONTRACTS

CONTRACTS ITEM A
WILL BE TABLED UNTIL NEXT BOARD
OF SELECTMEN MEETING



MEMO

TO: Joseph F. Powers, Interim Town Administrator

FROM: Griffin Ryder, ^{GJR} Town Engineer

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

RE: Town of Harwich and Specialty Vehicles, Inc. Contract Agreement

DATE: October 30, 2020

Please find the attached Contract Agreement between the Town of Harwich and Specialty Vehicles, Inc. for the procurement of an Ambulance for the Fire Department for execution by the Board of Selectmen.

The Ambulance is being purchased through the Houston Galveston Area Council (H-GAC) Cooperative Purchasing Program with Specialty Vehicles, Inc. through contract AM10-20 Ambulances, EMS & Other Special Service Vehicles.

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

Based on procurement laws, I recommended that the Board of Selectmen execute the contract with Specialty Vehicles, Inc. for the purchase of an ambulance for the Fire Department for \$329,905.00.

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



HARWICH FIRE DEPARTMENT

MEMORANDUM

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

Date: October 20, 2020
To: Procurement
From: David LeBlanc, Chief of Department
Subject: Ambulance Procurement – Ambulance

Project: As part of the 2 year replacement cycle, the fire department is replacing an ambulance. The ambulance is ready for delivery to the Department, so that we can begin outfitting it with the necessary equipment. It will go in service once the radios arrive and are installed by the dealer. Anticipated date for radios is November 16. The trade in will remain in service in Harwich until the radios are installed.

Description:

2020 Ford F550 4x4 custom built Life Line Emergency Medical Vehicle through the Houston-Galveston Area Council (HGAC) program

Vendor 1:

Specialty Vehicles, Inc. 18 Commerce Blvd. Plainville, MA 02762
Contact: Dawna Lewis dlewis@svine.com 508.699.0616

1) Ford F-550 Lifeline Ambulance **Price:** \$329,905.00
Total: \$329,905.00

Procurement Source: Houston-Galveston Area Council (HGAC)

Funding: \$329,905.00 – Harwich 2020 ATM Article 13
Source: Town of Harwich – 2020 ATM Article 13

Org:		Obj:		Project Number:	
-------------	--	-------------	--	------------------------	--

Total Funds: \$365,576.02

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 Specialty Vehicles, Inc., with an address of 18 Commerce Blvd., Plainville, MA 02762, hereinafter referred to as "Contractor", effective as of the ____ day of November, 2020. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all supplies necessary to provide the Town with a 2020 Ford F550 4x4 Ambulance Vehicle, including the scope of supplies set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and deliver supplies required hereunder by November 16, 2020.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$329,905.00. The Contractor shall submit monthly invoices to the Town for supplies rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

4. The Houston-Galveston Area Council (H-GAC) Cooperative Agreement with Life Line Emergency Vehicles, Inc., dated September 12, 2018.

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

04-3001784

Social Security Number or
Federal Identification Number

Mark C. Hooper

Signature of Individual or
Corporate Name

DocuSigned by:
By Mark C. Hooper
EE80C741A162445...
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:

by its Board of Selectmen Over \$50,000

Mark C. Hooper
EE80C741A162445...

Mark C. Hooper, President

Printed Name and Title

Approved as to Availability of Funds:

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

DocuSigned by:
Carol Coppola
48C32039D33D434...

(\$ 329,905.00)

Finance Director

Contract Sum

01220A2/620013

Interim Town Administrator



October 13, 2020

Ref: 13137.01

Town of Harwich
Division of Highways & Maintenance
273 Queen Anne Road
P.O. Box 1543
Harwich, MA 02645

Attn: Lincoln Hooper, Director

Re: Request for Contract Extension; Main Street (Rte 28) Corridor Improvements

Dear Mr. Hooper,

The referenced contract's Period of Service expired as of June 30, 2020. VHB respectfully requests an extension to the Period of Service through 6/30/2021. The extension is due to delays by MassDOT in the review of the 25% design submission. With the review comments now in hand, we will draft responses to be discussed with MassDOT. Following that the design public hearing is anticipated to be scheduled in winter of 2021.

Please note this extension does not require any change to the scope of work or the contract funding.

Kindly sign on the line below acknowledging this extension of time.

Engineers | Scientists | Planners | Designers

101 Walnut Street
PO Box 9151
Watertown, Massachusetts 02471
P 617.924.1770
F 617.924.2286



If you have any questions or need additional information, please call me at 617-607-2723.

ACKNOWLEDGED BY: _____
Signature Date

Name (printed)/Title

Sincerely,

Vanasse Hangen Brustlin, Inc.

A handwritten signature in black ink, appearing to read "Stephen Rhoads", written in a cursive style.

Stephen Rhoads
Project Manager
srhoads@vhb.com

CC: P. Domigan
C. D'Amelio

TOWN
ADMINISTRATOR'S
REPORT

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

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

Date Submitted: October 26, 2020

One Week Look Ahead (10/26/20-10/30/20)

- Pump Station Crew # 1
 - Continue Working on Spence’s Trace Pump Station Site
- Crew #2
 - Grind Key Ways on Various Roads.
 - Installation of Pavement Various Roads (please see sequence below)

Two Week Look Ahead (11/2/20-11/6/20)

- Pump Station Crew # 1
 - Continue Working on Spence’s Trace Pump Station Site
- Crew #2
 - Various Activities in Preparation for Paving
 - Installation of Pavement on Various Roads(please see sequence below)

Three Week Look Ahead (11/9/20-11/13/20)

- Pump Station Crew # 1
 - Continue Working on Spence’s Trace Pump Station Site
- Crew #2
 - Various Activities in Preparation for Paving
 - Installation of Pavement on Various Roads. (please see sequence below)

The Pavement Sequence will be as follows:

Asphalt Installation is Tentatively Scheduled to Start on Tuesday.

Each Road Installation is anticipated to take .5 – 1 day

- White Pine / Ellis
- Herndon
- Compass
- Cemetery
- Johannas
- Alexander Chase
- Old Heritage / Liberty
- Old Salty
- Somerset
- Halls Path
- Chris Jo Beth
- Landron
- Spruce Grove
- Sherwood
- Partridge
- Round Cove
- Reliance

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

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

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

One Week Look Ahead (10/26-10/30)

- Mainline Sewer Crew #1
 - (Monday / Tuesday) Paving on Nor'East Drive and Sou'West Drive (C-9 & C-10)
 - **Road Closed between Church Street and Rt 137**
 - Start sewer on Cemetery Road from Church Street (C-6)
 - **Road Closed between Church Street and Rt 137**

Two Week Look Ahead (11/02-11/06)

- Mainline Sewer Crew #1
 - Continue sewer on Cemetery Road from Church Street (C-6)
 - **Road Closed between Church Street and Rt 137**

Three Week Look Ahead (11/09-11/13)

- Mainline Sewer Crew #1
 - Continue sewer on Cemetery Road from Church Street (C-6)
 - **Road Closed between Church Street and Rt 137**

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