

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Regular Meeting 6:30 P.M.

Monday, June 17, 2019

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. WEEKLY BRIEFING

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

V. CONSENT AGENDA

- A. Vote to approve 2019 Annual Miscellaneous Re-Appointments
- B. Vote to approve the recommendation of the Assistant Town Administrator to approve the installation of approximately 37' (feet) conduit and one handhole#506/H6A in town road to customer at 36 Huckleberry Path, Harwich
- C. Vote to approve the recommendation of the Town Administrator for the promotion and appointment of Carlene Jones to the position of Assistant Assessor
- D. Vote to approve the proposed Visiting Nurse Association FY20 contract - \$4,000
- E. Procedure on the release of certain Executive Session Minutes – Second Reading

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

VII. NEW BUSINESS

- A. 5 year Recertification for Participation in the Community Rating (CRS) System Program:
 - 1. BOS vote to authorize the Chair to sign a letter regarding wetland and flood plain land under its jurisdiction
 - 2. BOS vote to authorize the Chair to sign the required Verification Letter for the CRS Recertification
 - 3. BOS vote to authorize the Chair to sign letter for Protection of Open Space in Flood Zones
- B. Road Maintenance revisit due to failed funding – Chapter 90 only

VIII. CONTRACTS

- A. Award bid for Town of Harwich Fire Station #2 Security System Bid to Galaxy Integrated Technologies, Inc. and sign agreement document

IX. OLD BUSINESS

- A. Phase 2 Sewer and Sewer Pump Station Easements: Execution of Order of Taking; and Acquisition of Sewer and Drainage Easements in Public Ways: Execution of Order of Taking
- B. Bid award Robert B. Our contract - \$11,368,663.48
MOTION: Authorize the Town Administrator to execute the Phase 2 Contract 1 CWSRF4424/1 to the Robert B. Our Company in the amount of \$11,368,663.48
- C. Review of Town Meeting Actions – Pass/Fail

X. TOWN ADMINISTRATOR'S REPORTS

- A. Department Reports

XI. SELECTMEN'S REPORT

XII. ADJOURNMENT

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Patricia Macura, Admin. Secretary

Date: _____
June 13, 2019

2019-2020 Miscellaneous Re-Appointments

To the Harwich Board of Selectmen:

June 17, 2019

The Selectmen's Interview/Nomination Sub-committee submits the following list of annual "Miscellaneous" re-appointments. The terms of the following appointments will expire on June 30, 2020.

Organization	Name
Barnstable County Waste Management Advisory	Lincoln Hooper
Barnstable County Regional Emergency Planning Committee	Lee Culver
Barnstable County Regional Emergency Planning Committee (Alternate)	David LeBlanc
Cape Cod Regional Transit Authority Representative	Griffin Ryder
Cape Cod Joint Transportation Committee Representative	Lincoln Hooper
Cape Cod Joint Transportation Committee Representative (Alternate)	Chris Nickerson
Director of Emergency Management	Lee Culver
Forest Warden	Norman Clarke
Hazardous Materials Coordinator	Norman Clarke
Health Officer	Meggan Eldredge
Local Emergency Planning Committee	David LeBlanc
Local Organizing Committee On Hazardous Waste	Meggan Eldredge
Municipal Coordinator for Toxic Waste	Norman Clarke
Right-To-Know Coordinator for Hazardous Materials	Brian Coughlin
Oil Spill Coordinator	Norman Clarke
Shellfish Constable	Heinz Proft
Tree Warden	Lincoln Hooper

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

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

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph Powers, Assistant Town Administrator

RE: Utility Hearing June 12, 2019
NSTAR Electric dba Eversource Electric
36 Huckleberry Path

DATE: June 12, 2019

A Utility Hearing was held on Thursday, June 12, 2019 at 10:07 am in Harwich Town Hall, at the request of NSTAR/Eversource for the purpose of the installing approximately 37' (feet) conduit and one handhole#506/H6A in town road to customer at 36 Huckleberry Path, Harwich

Legal ads were published and notifications were given. There were no abutters present. There were no objections to installing approximately 37' (feet) conduit and one handhole#506/H6A in town road to customer at 36 Huckleberry Path.

There were no other questions, concerns or objections and the Hearing was adjourned at 10:09 AM. After careful review, I recommend that the Board approve Eversource Plan No. 23214422 Dated April 24, 2019 – WO#2314422



Phone (508) 430-7513

Fax (508) 432-5039

TOWN OF HARWICH

732 MAIN STREET, HARWICH, MA 02645

MINUTES Utility Hearing – 36 Huckleberry Path Wednesday, June 12, 2019

THOSE IN ATTENDANCE: Joseph Powers Assistant Town Administrator, Patti Macura, Administrative Secretary, Representatives from Eversource; Jessica Elder. There were no abutters.

The Assistant Town Administrator called the hearing to order at 10:07 A.M. and read the Utility Hearing Notice.

Jessica Elder confirmed the work to be performed. Which is proposed to install approximately 37' (feet) conduit and one handhole#506/H6A in town road to customer at 36 Huckleberry Path, Harwich

The hearing was adjourned at 10:09 A.M.

Submitted by:
Patricia Macura
Administrative Secretary

Attachments



484 Willow Street
W. Yarmouth, Massachusetts 02673

May 1, 2019

Town Administrators
732 Main Street
Harwich, MA 02653

Dear Board Members:

Enclosed is a petition to install approximately 37 +/- feet of conduit/cable under the public road in Huckleberry Path, Harwich.

This proposed location is necessary to provide electrical service to customer at 36 Huckleberry Path. This petition will require a notice to abutters and a hearing.

Will you please present this petition before the Board for customary action and approval?

If you have any questions, feel free to contact me at 508-790-9022 or the email address provided below.

Warm Regards,

A handwritten signature in cursive script that reads "Jessica Elder / del".

Jessica Elder
Right of Way Agent
Jessica.Elder@Eversource.com
NSTAR Electric
d/b/a Eversource Energy

Please return 1 signed copy to: -Eversource-484 Willow Street-W. Yarmouth, MA 02673 Attn Jessica Elder

TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
June 12, 2019

Pursuant to M.G.L. Ch. 166, § 22, the Town Administrator will hold a Public Hearing at **10:00 AM on Wednesday, June 12, 2019** in the Harwich Town Hall Library, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by NSTAR ELECTRIC dba EVERSOURCE ELECTRIC COMPANY requesting permission to locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by our petitioners along and across the following public way or ways:

36 HUCKLEBERRY PATH, HARWICH

PROPOSED: To install approximately 37' (feet) conduit and one handhole# 506/H6A in town road to customer at 36 Huckleberry Path/

All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Christopher Clark
Town Administrator

Cape Cod Chronicle
May16, 2019

NOTE:

DEPARTMENTS PLEASE SIGN OFF ON THIS PETITION. IF YOU HAVE ANY ISSUES WITH THE WORK TO BE DONE, PLEASE SUBMIT TO ADMIN IN ADVANCE OF THE HEARING.

Signature/Department

LEGAL AD

**TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
JUNE 12, 2019**

Pursuant to M.G.L. Ch. 166, § 22, the Town Administrator will hold a Public Hearing at **10:00 AM on Wednesday, June 12, 2019** in the Harwich Town Hall Library, 732 Main Street, Harwich, MA in reference to the following matter:

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36 HUCKLEBERRY PATH, HARWICH

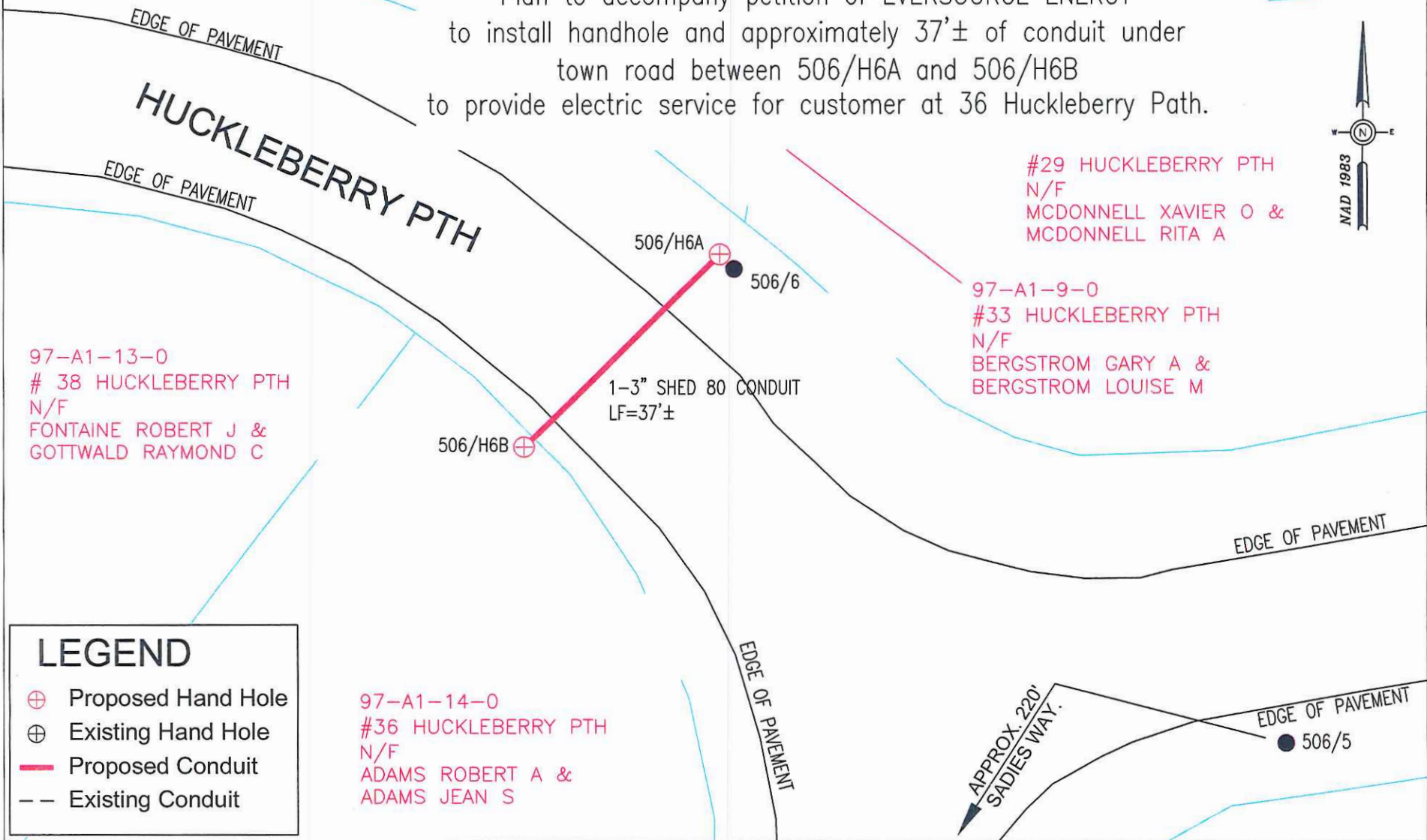
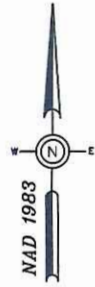
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Christopher Clark
Town Administrator

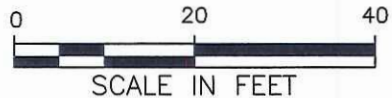
The Cape Cod Chronicle
May 16, 2019

Plan to accompany petition of EVERSOURCE ENERGY to install handhole and approximately 37'± of conduit under town road between 506/H6A and 506/H6B to provide electric service for customer at 36 Huckleberry Path.



LEGEND

- ⊕ Proposed Hand Hole
- ⊗ Existing Hand Hole
- Proposed Conduit
- - Existing Conduit



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION, OR IN RELIANCE UPON IT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED, UNAUTHORIZED ATTEMPTS TO BORROW THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

C#	
Ward #	
Work Order #	2314422
Surveyed by:	-
Research by:	PG
Plotted by:	GC
Proposed Structures:	TL
Approved:	A DEBENEDICTIS
P#	
NSTAR EVERSOURCE ELECTRIC d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Plan of HUCKLEBERRY PATH	
HARWICH	
Showing PROPOSED CONDUIT & HANDHOLE LOCATIONS	
Scale	1"=20'
Date	04/24/2019
SHEET	1 of 1



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

Carol Coppola
Finance Director/Town Accountant

Wendy Tulloch
Assistant Town Accountant

To: Christopher Clark, Town Administrator
From: Carol Coppola
CC: Donna Molino
Date: May 29, 2019
RE: Assistant Assessor

The position of Assistant Assessor for the Town of Harwich will be vacated at the beginning of July due to a retirement in the department. The Town conducted a search for candidates during the months of April and May. The position was posted internally and externally via Cape Cod Times and the Massachusetts Municipal Association (MMA) website.

Ten applicants responded to the candidate search, one of which is an internal candidate. The interim Assistant Town Administrator, Deputy Assessor and I held interviews on Wednesday, May 22nd. The committee interviewed three candidates, all of which had the requisite amount of experience and education in the field of assessing.

In accordance with Article 8, Section 2 of the Harwich Employees Association (HEA) agreement, it states in part "The decision to hire or to promote shall be made on the basis of qualifications, ability and dependability and, where such factors are relatively equal, seniority shall be the determining factor". The internal candidate, currently serving as the Administrative Assistant in the Assessing Department, is deemed to have the necessary skills, experience and education to fulfill the role and responsibilities of the Assistant Assessor.

As you are aware the department of assessing is cyclical in nature, many significant and essential tasks are only performed annually, which makes it very difficult to assess employee performance in a brief probationary period. According to Article 8, Section 3 of the HEA agreement, it states in full "Each person promoted to a permanent position shall be required to successfully complete a probationary period of sixty (60) days and each person appointed to a permanent position shall be required to successfully complete a probationary period of six (6) months to enable the Department Head and/or the Town Administrator to observe the employee's ability to perform the various duties of the position. The appointing authority may extend the probationary period by not more than an additional three (3) months, and shall notify the employee, Department Head and the Association of such extension". In my opinion this section of the agreement is contradictory.

Based on the nature of the work to be completed in the department and specifically by the Assistant Assessor, I recommend an initial six month probationary period with the option to extend, if necessary, another three months to allow the Deputy Assessor and myself the requisite amount of time to observe the employee's abilities to complete the essential responsibilities of the position.

With the inclusion of the extended probationary period, I am pleased to provide my recommendation for the promotion and appointment of Carlene Jones to the position of Assistant Assessor.

Memo

To: Harwich Board of Selectmen

From: Harwich Board of Health *MS*

CC: Visiting Nurse Association

Date: June 12, 2019

Re: FY20 VNA Contract

Enclosed please find 2 originals of the proposed VNA contract for FY20. The contract has been reviewed by the Board of Health with a recommendation to forward to the Board of Selectmen for authorization. The amount of \$4,000 has been appropriated in the FY20 budget for this purpose. The Chairman's signature is required to approve this document with an original to be sent to the Town Accountant and VNA with a copy forwarded to the Board of Health.

The customary services performed under this contract are providing staff and medical direction for clinics; monthly childhood immunization clinics; childhood lead screening services; homebound patient/discharge patient evaluation for services; communicable disease investigation and a variety of education and screening services.

Kindly contact the Health Director should you require any further information on this matter.

III-B.

Staff Report
June 11, 2019
BOARD OF HEALTH MEETING

To: Board of Health
From: Meggan Eldredge, Health Director
RE: VNA FY20 Contract



Enclosed you will find the FY20 Public Health Nursing Contract from the Visiting Nurses Association of Cape Cod. At the May Annual Town Meeting, the Health Department budget was approved, including \$4,000 for Medical Related Services. This line item has been used historically to pay the VNA contract on an as-needed monthly basis.

The VNA serves as the town's public health nursing agency. A public health nurse serves a different population and purpose than the nurse employed by the Council on Aging. Services the VNA provide under this contract include:

Communicable Disease Follow-ups-we are required to investigate and follow up on all communicable diseases reported by the State. These diseases typically include such things as Lyme disease, Giardia, foodborne illness, measles, etc. The State Department of Public Health requires that follow up investigations be entered into an electronic database called MAVEN (Massachusetts Virtual Epidemiological Network). Specialized training is required to access this database. To date, the VNA has conducted 18 communicable disease follow ups.

Childhood Immunization Clinics-occasionally, parents and caregivers are unable to acquire immunizations for children through mainstream methods such as public clinics, pediatrician offices or insurance. In an effort to provide protection for children free of charge, we have authorized the VNA to provide this essential service. To date, the VNA has administered immunizations to 12 children.

Maternal Child Health and Social Wellbeing Visits- occasionally, a new mom or newborn will be sent home from the hospital requiring additional medical care not provided inpatient. Additionally, social wellbeing visits for mental health such as addiction are offered by the VNA. When insurance does not cover these visits, the VNA is authorized to provide this service. To date, the VNA has conducted 3 home visits for maternal/child/social wellbeing.

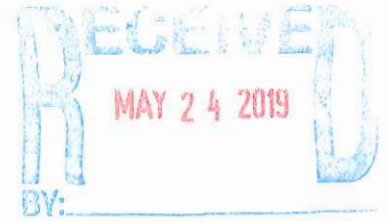
Although the Barnstable County Public Health nurse offers these services for a slightly lesser fee, it has been the position of the Board of Health and Health Director to maintain a relationship with the VNA. Our contract covers immunization clinics in the case of emergency, a task that may require the workforce that Cape Cod Healthcare can provide. The quality of work and fiscal responsibility of the VNA have made them an essential and vital partner for the Town of Harwich.

To date (May of 2019-pending two months invoices), we have used \$2,348.75 of this budget. I expect the next two month's invoices to be less than \$1000.00 total, leaving roughly \$600.00 in this account for FY19. I recommend approval of the FY20 VNA contract in the amount of \$4000.00.



VISITING NURSE ASSOCIATION OF CAPE COD

Member Cape Cod Healthcare



May 22, 2019

Hyannis - Main Office
255 Independence Drive
Hyannis, MA 02601

Falmouth
67 Ter Heun Drive
Falmouth, MA 02540

Hospice and Palliative Care
434 Route 134
S. Dennis, MA 02660

Public Health & Wellness
434 Route 134, D3
South Dennis, MA 02660

Private Services
255 Independence Drive
Hyannis, MA 02601
67 Ter Heun Drive
Falmouth, MA 02540
57 Obery Street, Unit 3
Plymouth, MA 02360

Philanthropy
P.O. Box 370
Hyannis, MA 02601

Tradewinds Adult Day Health
290 Route 130, Box 6
Sandwich, MA 02563

Compass Adult Day Health
One Auston Rd., Unit F
E. Harwich, MA 02645

Child Care Center
67B Ter Heun Drive
Falmouth, MA 02540

Volunteer Services
434 Route 134
S. Dennis, MA 02660

**Medicare/Medicaid Certified
Joint Commission Accredited**

The VNA is a not-for-profit agency.

Meggan Eldredge
Health Director
Town of Harwich Health Department
Harwich, MA 02645

RE: VNA/Town of Harwich Contract– FY 2020

Dear Meggan:

Enclosed you will find 2 copies of the FY 2020 Public Health Nursing Contract. Please return 1 signed copy in the enclosed envelope. We've enjoyed working with you and look forward to serving your community in the coming year.

Sincerely,

Meg Payne, MBA

Public Health and Wellness
Program Coordinator





VISITING NURSE ASSOCIATION

Member Cape Cod Healthcare

MISSION

To coordinate and deliver the highest quality, accessible health services which enhance the health of all Cape Cod residents and visitors.

VISION

We will be the health services provider of choice for Cape Cod residents by achieving and maintaining the highest standards in health care delivery and service quality. To do so, we will partner with other health and human service providers as well as invest in needed medical technologies, human resources and clinical services. Above all, we will help identify and respond to the needs of our community.

VALUES

To be compassionate, respectful, and professional in the way we deliver care.

To be relentless in pursuing continuous quality improvement, emphasizing the power of teamwork.

To be honest, ethical, and open in all our relationships.

To be responsible stewards of the community's resources by working efficiently and cost effectively.

To serve all without regard to sex, race, creed, residence, national origin, sexual orientation, or ability to pay.

CERTIFICATE OF COVERAGE

PRODUCER N/A	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED TO THE COVERED PERSON.	
	PROGRAMS/COMPANIES AFFORDING COVERAGE PROGRAM/COMPANY A CAPE COD HEALTHCARE, INC. SELF INSURANCE PROGRAM	
COVERED PERSON VNA of Cape Cod, An insured affiliate of Cape Cod Healthcare, Inc. 88 Lewis Bay Road Hyannis, MA 02601	COMPANY B N/A	
	COMPANY C N/A	
	COMPANY D N/A	

COVERAGE

THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW HAS BEEN ISSUED TO THE COVERED PERSON NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE POLICIES OR OTHER EVIDENCE OF SUCH COVERAGE, ON FILE AT INSURANCE OFFICE OF CAPE COD HEALTHCARE, INC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

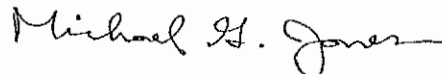
CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	GENERAL & PROFESSIONAL LIABILITY	**060119	06/01/19	06/01/20	NOT TO EXCEED*: \$2,000,000 EACH INCIDENT \$6,000,000 AGGREGATE

*/ In the event of any conflict between limits shown on this certificate and the limits to be afforded under certificate holder's contract with the Covered Person, the lesser of the two limits applies.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

Evidence of General and Professional Liability Insurance.

**The specific policy terms of the CAPE COD HEALTHCARE, INC. SELF-INSURANCE PROGRAM are found in the policy issued to Cape Cod Healthcare, Inc. by its wholly-owned Cayman Islands captive insurance company, the Cape Health Insurance Company ("CHICO").

CERTIFICATE-HOLDER Town of Harwich Town Administrator 732 Main Street Harwich, MA 02645	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE HERETO, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:  Michael G. Jones Senior VP & Chief Legal Officer Cape Cod Healthcare, Inc.
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VISITING NURSE ASSOCIATION OF CAPE COD

This agreement (the "Agreement") is made between the **Visiting Nurse Association of Cape Cod, Inc.** (the "Agency"), a private non-profit corporation operating in accordance with the recommended standards and procedures of the Massachusetts Department of Public Health, with a place of business at 255 Independence Drive, Hyannis, MA. 02601, and the **Town of Harwich** through the **Harwich Board of Health** (the "Town").

WHEREAS, the Agency is in the business of providing public health care services; and

WHEREAS, the Agency is a licensed visiting nurse association that provides services to patients in patient's homes; and

WHEREAS, the Town wishes to obtain the benefit of the Agency's nursing and wellness services for the residents of the Town.

NOW THEREFORE, in consideration of these premises, the parties hereto agree as follows:

A. DUTIES OF THE AGENCY

1. The Agency shall furnish such services as recommended by the Town consistent with the recommended practices of the Massachusetts Department of Public Health and the Visiting Nurse Association of Cape Cod, Inc. These services will generally include:
 - a) Maternal and Child Health Services to include: visits to newborns and mothers on referral with follow-up home visits according to adjudged need; office visits for the purpose of childhood immunization; and social work assessment visits to families with identified needs. Maternal and Child Health visits are not to exceed three (3) visits per admission in a calendar year per individual without the Town's approval.¹
 - b) Health Promotion: health and wellness teaching in relation to both physical and mental health for all age groups. Immunization clinics held as necessary for children and adults.
 - c) Communicable Disease Surveillance and follow-up investigation including immunization clinics as deemed necessary by MADPH and Harwich BOH. TB contact testing; DOT; Public Health Nursing Case-management in cooperation with MADPH TB surveillance and Epidemiology
2. Supplies or Equipment: The Agency will provide the required perishable supplies for all Public Health Services provided to the Town by the Agency as a part of the approved appropriation.
3. The Agency shall maintain licensing/accreditation/certification.

¹ In instances where services are necessary for a longer duration and no means of Third Party Payment are available, the case will be referred to the Health Director to assess the Town's commitment to continued services or VNA referral to other appropriate sources.

4. The Agency shall invoice the Town monthly for services performed with a statement detailing the type of services performed.

B. DUTIES OF THE TOWN

1. The Town agrees to give the Agency as much advance notice as possible of the Services and Supplies that residents served pursuant to this Agreement may require.
2. The Town will provide assistance to the Agency in carrying out recommended Board of Health programs and policies.
3. The Town will pay the Agency for approved services and supplies rendered to residents of the Town in accordance with the charges detailed in the attached Addendum A within thirty (30) days of receipt of invoice.

C. MUTUAL DUTIES/AGREEMENTS

1. The amount of time provided for the services to the Town will be adjusted so that the charges for these services will not exceed the appropriation for these services. The Appropriation for July 1, 2019 through June 30, 2020 is \$4,000.00 as defined in Addendum A. All individual records will be maintained in The Agency's office and will be available for review by the Town.
2. Services performed by the Agency will be for Town residents only. Referrals may come from town residents or a party related to the resident including but not limited to the Town.
3. The Agency and The Town shall each maintain or cause to be maintained at no expense to the other, professional malpractice and general liability insurance for itself and its employees, in form and substance acceptable to the other, and in amounts customary to the nature of each party's obligations hereunder. Upon request, each party shall furnish to the other a current certificate of insurance. Each party shall provide the other with thirty (30) days advance written notice of any proposed alteration, non-renewal, or cancellation of insurance required hereunder. Each party shall promptly notify the other of any claim or suit alleged to arise out of any activity or activities undertaken pursuant to this Agreement.
4. The Town shall indemnify and hold harmless the Agency, its officers, director, agents, and employees from any and all injuries, losses, claims, actions, or damages to any person or property, and all costs, expenses, including reasonable attorneys' fees, or other liability incurred by the Agency that are caused by the negligence of the Town, its employees, or its independent contractors (with the exception of the Agency) occurring in connection with the subject matter of this Agreement.
5. The Agency shall indemnify and hold harmless the Town and its partners, officers,

agents, and employees from any and all injuries, losses, claims, actions, or damages to any person or property, and all costs, expenses, including reasonable attorneys' fees, or other liability incurred by the Town that are caused by the negligence of the Agency, its employees, or its independent contractors occurring in connection with the subject matter of this Agreement.

6. It is expressly understood and agreed that this Agreement does not intend and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the Town and the Agency, but rather, is an agreement by and between the Town and the Agency as independent contractors.
7. This Agreement will terminate upon the occurrence of any of the following events, whichever transpires first:
 - a. One year from date herein.
 - b. Depletion of the allocated funds.
 - c. By either party upon sixty (60) days written advance notice.

D. MISCELLANEOUS

1. Any notice required to be given hereunder shall be provided by registered or certified mail, postage prepaid, addressed to the parties at the respective addresses stated at the beginning of this Agreement or such other person or address as either party may from time to time designate by written notice to the other party. Notice shall be deemed given when deposited with the United States mails in accordance with the provisions of the preceding sentence.
2. This Agreement shall be deemed to have been entered into in the Commonwealth of Massachusetts and its interpretation, construction, and enforcement shall be determined pursuant to the laws of that Commonwealth.
3. If a court of competent jurisdiction holds any provision of this Agreement in violation of any applicable law, the remaining provisions shall be enforced and remain in full force and effect to the extent they are not unlawful or unenforceable.
4. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement and all rights under it shall be assignable by either party only with the prior written consent of the other party.
5. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision thereof.
6. Where appropriate, references in the plural shall be construed as being in the singular and references in the singular as being in the plural.

IN WITNESS WHEREOF, authorized representatives of the parties have signed this Agreement.

**VISITING NURSE ASSOCIATION
OF CAPE COD**

Ann-Marie Peckham

Ann-Marie Peckham/President
Visiting Nurse Association of Cape Cod

5/17/19

Date

Larry G. Ballantine, Chairman
Board of Selectmen

Date

ADDENDUM A
PUBLIC HEALTH NURSING SERVICES PROVIDED BY VISITING NURSE
ASSOCIATION OF CAPE COD TO THE TOWN OF HARWICH
Programs and Services - July 1, 2019- June 30, 2020
\$4,000.00

Services will be provided at the hourly rate of \$95.00/hour unless otherwise specified.
Services will be billed in 15 minute increments

Services may include, but are not limited to:

Immunizations:

Immunization clinics in response to a public health event and/or request from board of health

Communicable Disease Surveillance and Follow-Up Investigations including TB case management and Direct Observation Therapy.

Maternal Child Health Visits \$209.00 /visit

Medical Social Work Visits \$250.00/visit

OFFICE OF THE TOWN ADMINISTRATOR

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

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Assistant Town Administrator *JFP*

CC: Christopher Clark, Town Administrator

RE: Procedure on the release of certain executive session minutes- 2nd reading

DATE: June 13, 2019

This memo outlines a proposed procedure on the approval and release of certain executive session minutes in response to comments provided at your meeting on Monday, June 10, 2019.

Following an executive session, a draft of the minutes for that session will be placed in the confidential folder and available for review by the members for a week. After that period, if no concerns or objections are received by staff, the minutes will be placed on the next available agenda under open session for approval by the board.

If a concern or objection is raised, the minutes will be posted under executive session on the next available agenda.

Thank you for your consideration on this matter.

TOWN PLANNER • 732 Main Street, Harwich, MA 02645

508-430-7511 fax: 508-430-4703



June 11, 2019

To: Board of Selectmen
Cc: Christopher Clark, Town Administrator
From: Charleen Greenhalgh, Town Planner and CRS Coordinator *CLG*
Re: 5-Year Recertification of Community Rating System (CRS)
CC230 Verification



As the Selectmen are aware, the Town of Harwich is currently in their 5-Year Recertification of the Community Rating System (CRS). Harwich has participated in this program for nearly 25-years. Harwich is currently designated as a Class 8 under the CRS. This provides properties requiring Flood Insurance to receive a 10% discount, which works out to approximately \$69,000 annual total saving, or \$222 per policy annually.

On May 23, 2019, staff met with Eugene Kohls, CFM, ISO/CRS Specialist to review the status of our recertification. Through the tireless work of Elaine Banta, Planning Assistant and Shannon Hulst Jarbeau, CFM, Floodplain Specialist & CRS Coordinator with the Barnstable County/Cape Cod Cooperative Extension & Woods Hole Sea Grant and the added assistance of Amy Usowski, Conservation Agent, Nikki Smith, Assistant Conservation Agent, Shelagh Delaney, Executive Assistant and Ray Chesley, Building Commissioner we are ready to move forward with the 2019 5-Year recertification.

At this time it would appear that Harwich is in a position to receive an upgrade to a Class 7, which would afford a 15% discount which works out to approximately \$98,000 annual total savings, or \$333 per policy annually.

Although this is the 5-year recertification, the work done daily, weekly, monthly and annually is critical to the Town's continued participation. Each year a report must be completed to show what the Town is doing to comply the various requirements.

The various activities that the Harwich participates in are as follows:

310 – Elevation Certificates (EC): EC are required for all substantial improvements and new construction in a FEMA Flood Zone.

320 – Map Information Services: Includes keeping a log of property inquiries as to when in the Flood Zone; annual notification to Real Estate Agents and Lenders as to the Special Flood Hazard Area Map Information Services.

330 – Outreach Projects: Includes letters to repetitive loss properties; and the availability of numerous publications at the Brook Public Library and Town Hall.

340 – Hazard Disclosure: Includes mapping and notice to prospective buyers of property in Harwich that the property is in a flood plain.

350 – Flood Protection Information: The availability of numerous resources on the Town Website and links to other FEMA Flood Information, as well as numerous FEMA publications at the Brooks Public Library.

370 – Flood Insurance Promotion: This includes the mailer insert that the Board of Selectmen approved on June 10, 2019, and directing calls to the Barnstable County Floodplain Specialist & CRS Coordinator regarding flood insurance.

420 – Open Space Preservation: This includes all the open space with in the FEMA Flood Plain and the protection of these properties. Maps, deeds, complete list of properties is maintained. Additionally letters from Town entities stating protection intent on Open Space in Flood Zones.

430 – Higher Regulatory Standards: This includes the Town of Harwich Flood Plain Zoning Bylaws, the State Building Code and County participation.

440 – Flood Data Maintenance: This includes that various mapping resources, both past and present, including Flood Insurance Rating Mapping (FIRM) information.

500 – Repetitive Loss Requirements: This includes mailings to properties within areas of repetitive loss to provide FEMA and Flood information, as well as more information on what causes repeat flooding and where the problems are.

510 – Flood Management Planning: This includes the MEMA and FEMA approved Harwich Hazardous Mitigation Plan.

540 – Drainage System Maintenance: This includes the work performed by Cape Cod Mosquito Control in their ongoing program of clearing various channels, waterways, tributaries, etc.

Enclosed please find the following:

1. Form CC-230
2. CRS Program Data Table
3. Letter for Protection of Open Space in the Flood Zones

At this time on behalf of the entire team, we respectfully request and recommend the following motion:

To vote to authorize the Chairman to Sign the Form CC-230, the CRS Program Data Table and the Letter for protection of Open Space in the Flood Zones for submission for the 5-Year Recertification of the Community Rating System Program for the Town of Harwich.

Community <u>Harwich</u>	State <u>MA</u>	CID <u>250008</u> (6-digit NFIP Community Identification Number)
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CC-230 Verification

Date of Visit <u>May 23, 2019</u>	Initial FIRM Date <u>9/30/1980</u>
Population <u>12,145</u>	Current FIRM Date <u>7/16/2014</u>
County <u>Barnstable</u>	ISO/CRS Specialist <u>Eugene Kohls</u>
Coordinator's Manual Year <u>2017</u>	
Chief Executive Officer	CRS Coordinator
Name <u>Larry G. Ballantine</u>	<u>Charleen Greenhalgh</u>
Title <u>Chair, Board of Selectmen</u>	<u>Town Planner</u>
Address <u>732 Main Street Harwich, MA 02645</u>	<u>732 Main Street Harwich, MA 02645</u>
Phone number <u>508-430-7513</u>	<u>508-430-7511</u>
E-mail address <u>lballantine@townofharwich.us</u>	<u>cgreenhalgh@town.harwich.ma.us</u>

I hereby certify that Harwich, MA [community name] is implementing the following activities [check the ones that apply]. We will continue to implement these activities and will advise FEMA if any of them are not being conducted in accordance with this certification. We will cooperate with the ISO/CRS Specialist's verification visit and will submit the documentation and annual recertification needed to validate our program.

- | | |
|--|--|
| <input checked="" type="checkbox"/> 310 (Elevation Certificates) | <input checked="" type="checkbox"/> 440 (Flood Data Maintenance) |
| <input checked="" type="checkbox"/> 320 (Map Information Service) | <input type="checkbox"/> 450 (Stormwater Management) |
| <input checked="" type="checkbox"/> 330 (Outreach Projects) | <input checked="" type="checkbox"/> (Repetitive Loss Requirements) |
| <input checked="" type="checkbox"/> 340 (Hazard Disclosure) | <input checked="" type="checkbox"/> 510 (Floodplain Management Planning) |
| <input checked="" type="checkbox"/> 350 (Flood Protection Information) | <input type="checkbox"/> 520 (Acquisition and Relocation) |
| <input type="checkbox"/> 360 (Flood Protection Assistance) | <input type="checkbox"/> 530 (Flood Protection) |
| <input checked="" type="checkbox"/> 370 (Flood Insurance Promotion) | <input checked="" type="checkbox"/> 540 (Drainage System Maintenance) |
| <input type="checkbox"/> 410 (Floodplain Mapping) | <input type="checkbox"/> 610 (Flood Warning and Response) |
| <input checked="" type="checkbox"/> 420 (Open Space Preservation) | <input type="checkbox"/> 620 (Levees) |
| <input checked="" type="checkbox"/> 430 (Higher Regulatory Standards) | <input type="checkbox"/> 630 (Dams) |

I hereby certify that, to the best of my knowledge and belief, we are in full compliance with the minimum requirements of the NFIP and we understand that we must remain in full compliance with the minimum requirements of the NFIP. We understand that at any time we are not to be in full compliance, we will retrograde to a CRS Class 10.

CC-230-1

Community Harwich State MA CID 250008
(6-digit NFIP Community Identification Number)

I hereby certify that we will maintain FEMA Elevation Certificates on all new buildings and substantial improvements constructed in the Special Flood Hazard Area following the date at which we joined the CRS.

I hereby certify that if there are one or more repetitive loss properties in our community that we must take certain actions that include reviewing and updating the list of repetitive loss properties, mapping repetitive loss areas, describing the cause of the losses, and sending an outreach project to those areas each year, and if we have fifty (50) or more repetitive loss properties must also prepare a plan of how it will address its repetitive flood problem.

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of Federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the Special Flood Hazard Area is reduced by the amount of National Flood Insurance Program flood insurance coverage (structural and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signature _____ (Chief Executive Officer)

CC-230-2

Community Harwich State MA CID 250008
(6-digit NFIP Community Identification Number)

CRS Program Data Table	A. In the SFHA	B. In a regulated floodplain outside the SFHA	C. In the rest of the community
1. Last report's number of buildings in the SFHA (bSF) (line 6, last report)	920		
2. Number of new buildings constructed since last report	+ 4		
3. Number of buildings removed/demolished since last report	- 0		
4. Number of buildings affected by map revisions since last report (+ or -)	0		
5. Number of buildings affected by corporate limits changes (+ or -)	0		
6. Current total number of buildings in the SFHA (bSF) (total lines 1 -5)	924		
7. Number of substantial improvement/damage projects since last report	1		
8. Number of repetitive loss properties mitigated since last report	0		
9. Number of LOMRs and map revisions (not LOMAs) since last report	2		
10. Acreage of the SFHA (aSFHA) as of the last report (line 13, last report)	see note		
11. Acreage of area(s) affected by map revisions since last report (+ or -)	0		
12. Acreage of area(s) affected by corporate limits changes (+ or -)	0		
13. Current acreage of the SFHA (aSFHA) (total lines 10-12)	1888		
14. Primary source for building data:	Building department/MassGIS		
15. Primary source for area data:	National Flood Hazard Layer		
16. Period covered:	May 1, 2018 - April 30, 2019	Current FIRM date	July 16, 2014
<i>If available, the following data would be useful:</i>			
17. Number of new manufactured homes installed since last report			
18. Number of other new 1 -4 family buildings constructed since last report			
19. Number of all other buildings constructed/installed since last report			

Comments:

(Please note the number of the line to which the comment refers.)

Line 10: Since the last Cycle Visit, the acreage of the SFHA (2513) had not removed open bodies of water over 10 acres. The total acreage of open water is 625 acres, leaving the floodplain acreage at 1888. This coincides with 2019 GIS analysis by Barnstable County Cape Cod Cooperative Extension / Woods Hole Sea Grant.

Community Harwich State MA CID 250008
(6-digit NFIP Community Identification Number)

Instructions

At the first verification visit after the 2013 *CRS Coordinator's Manual* takes effect, ONLY LINES 6 AND 13 NEED TO BE COMPLETED. These lines form the baseline data about the number of buildings and area of the SFHA for when the table is completed as part of the next annual recertification. The "period covered" entered in line 16 is the date that lines 6 and 13 are first completed.

At all subsequent annual recertifications and cycle verification visits, the entire table is completed. The information in lines 6 and 13 from the last report is transferred to lines 1 and 10 in the next report.

Instructions for the Columns

Column A numbers are for the SFHA (the A and V Zones shown on the Flood Insurance Rate Map) (FIRM). Use the FIRM currently in effect, not a draft or pending revision.

Column B is completed only if the community receives CRS credit for regulating floodplain development outside the SFHA under Activity 410 (Floodplain Mapping) or Activity 430 (Higher Regulatory Standards).

Column C numbers help relate what happens in the floodplain to what is happening in the rest of the community. Enter "0" if there are no numbers to report for this period. Do not leave a cell blank. Do not fill in the shaded boxes.

Instructions for the Lines

Lines 1-7 deal with buildings.

- o Section 301.a of the *CRS Coordinator's Manual* defines what constitutes a "building" and lists examples of structures that are not counted as "buildings" by the CRS.
- o Section 302.a of the *CRS Coordinator's Manual* describes how the CRS counts buildings. For example, accessory structures are not counted.
- o As noted in Section 302.a, to determine building counts, communities may use any method that yields reasonably good estimates of the number of buildings. Examples of acceptable methods are listed in Section 302.a. Precision is less important for large numbers. For example, the impact of the numbers will not change much if there are 10,000 buildings or 10,100 buildings.
- o If a building is out of the SFHA, but in a parcel that is partly in the SFHA, it is not counted in column A --In the SFHA.
- o In line 14, note how the building counts were obtained or estimated. Use the comments area, if needed.

Line 4 refers to map revisions. These include physical map revisions, Letters of Map Revision (LOMR), and Letters of Map Amendment (LOMA). If a building is removed from the SFHA by FEMA through a LOMA, but the community still administers its floodplain management regulations on the property, the building should not be included in the line 4 count in column A --In the SFHA. However, communities that still regulate areas removed by LOMAs can receive credit under Activities 410 or 430. If the community is receiving such credit, the building should be counted under column B --In a regulated floodplain outside the SFHA.

Line 7 is for the total number of buildings that were substantially improved plus the number of buildings that were substantially damaged during the period covered.

Lines 10 -13 deal with areas.

- o These areas are based on the areas shown on the community's FIRM including LOMRs or LOMAs. Section 403.b discusses those portions of the SFHA that are subtracted from the area of the SFHA to calculate the community's aSFHA used in credit calculations.
- o Section 403.e of the *CRS Coordinator's Manual* discusses calculating areas for CRS purposes.
- o Section 403.e notes that communities "should not spend an inordinate amount of time measuring areas." As with buildings, communities may use any method that yields reasonably good estimates. Examples of acceptable approaches are listed in Section 403.e.
- o Line 13 asks for the current acreage of the SFHA. The best source for this number is a GIS layer that shows the SFHA. If the community does not have GIS, the county, regional agency, or state NFIP mapping office may have SFHA layers and may be able to provide the data. If the community has a relatively recent FIRM, the study contractor or consulting engineer may have the data.
- o In line 15, note how the area calculations were obtained or estimated. Use the comments area, if needed.

Lines 17 -19 are voluntary, if the numbers are readily available.

- o Line 17 includes replacing an existing manufactured home with a new one. The newly placed manufactured home is counted as a new, post-FIRM, building.
- o The total of lines 17 -19 should equal the value entered in line 2.

CC-230-4



June 17, 2019

To Whom It May Concern:

The Town of Harwich has no intention to develop any parcels of open space within the FEMA Flood Zones owned by the Town under the care and custody of the Board of Selectmen. There are currently 8 parcels of land which fall within these areas. The Town of Harwich is committed to protecting its open space for the benefit of the environment and our citizens.

If you have any questions or comments, please do not hesitate to contact the Administration Office.

Respectfully,

Larry G. Ballantine
Chairman



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: June 13, 2019

RE: FY 20 Road Maintenance Funding

At a meeting on June 12, 2019, Town Administrator Chris Clark asked me write a memo to the Board to answer two questions: What is the impact of the failed road maintenance article on our 5 year road maintenance plan and what is our plan for Lower County Road.

Given the failure of the \$700k road maintenance article at the ballot box and the fact that MassDOT had not released Harwich's apportionment of Chapter 90 until this week, I cancelled the two previous Chapter 90 projects that the Board had approved (Chipseal various roads \$331k and Great Western Road drainage \$302k). I took that action because without the article or the FY 20 Chapter 90 allotment we would have had no money to address any unforeseen circumstances. With the FY 20 apportionment we now have \$1,338,825 in available Chapter 90 funds. I recommend that we push the entire 5 year road maintenance plan out a year and adopt the attached Proposed Road Maintenance Plan FY 2020.

That plan includes \$150k worth of patching for Lower County Road based upon our Road Construction County Bid prices. We believe there are some economies of scale if we bid this patching job as a stand-alone project, which we are able to do with the assistance of the new Town Engineer. The larger question is what is the long term plan for Lower County Road? I see two possible options: Chipseal the road next spring after the patching project or rebid the reconstruction project as was originally proposed. The Chipseal approach will probably buy the Town approximately 7 years before needing to address it, but does nothing for the drainage issues or the non-compliant sidewalk. I personally believe doing the reconstruction of the road is the right thing to do, but defer to your judgment.

Thank you for your consideration.

Cc: Chris Clark, Town Administrator

Attachments: Proposed FY 20 Road Maintenance & 5 Year Road Maintenance Plan

PROPOSED ROAD MAINTENANCE PLAN FY2020

DEPOT ROAD DRAINAGE PRIOR TO NATIONAL GRID RE-PAVE	\$	230,000.00
PAVE MAIN STREET EXT. (SIMPLE OVERLAY) DUE TO DETERIORATION	\$	110,589.00
PATCHING ON LOWER COUNTY ROAD		
DPW RESPONSIBILITY	\$	30,000.00
WATER DEPT RESPONSIBILITY	\$	120,000.00
MISC. PATCHING LOCATIONS	\$	50,000.00
MISC DRAINAGE LOCATIONS	\$	100,000.00
CRACK SEAL VARIOUS ROADS	\$	50,000.00
DESIGN FUNDS FOR GREAT WESTERN RD CULVERT REPLACEMENT	\$	75,000.00
CONTINGENCY/GREAT WESTERN RD CULVERT	\$	500,000.00
GUARDRAIL REPLACEMENT VARIOUS LOCATIONS	\$	30,000.00
	\$	1,295,589.00

FY20 ROAD MAINTENANCE PLAN

PAVING		\$1,021,157.90
GREAT WESTERN ROAD	\$	781,463.90
MAIN STREET	\$	239,694.00
SECONDARY ROAD MAINTENANCE		\$266,300.10
36 ROADS		
MISCELLANEOUS DRAINAGE		\$100,000.00
CRACKSEAL VARIOUS ROADS		\$50,000.00
PAVEMENT MARKING MAINTENANCE		\$75,000.00
	FY20 TOTAL	\$1,512,458.00

FY21 ROAD MAINTENANCE PLAN

PAVING		\$876,837.80
10 ROADS		
OAK STREET	\$67,782.60	
KELDAN WAY	\$40,161.20	
OLD PINE DRIVE	\$44,499.80	
OLD IVY DRIVE	\$26,801.00	
COTTONWOOD RD	\$245,734.80	
BUTTONWOOD RD	\$123,004.00	
ASPEN ROAD	\$30,801.40	
CEDARDALE ROAD	\$98,986.00	
LAKEWOOD DRIVE	\$175,807.50	
LITTLE WAY	\$23,259.50	
SECONDARY ROAD MAINTENANCE		\$225,568.44
22 ROADS		
MISCELLANEOUS DRAINAGE		\$100,000.00
CRACKSEAL VARIOUS ROADS		\$100,000.00
PAVEMENT MARKING MAINTENANCE		\$75,000.00
ROUTE 28 TIP PROJECT		\$100,000.00
	FY21 TOTAL	\$1,477,406.24

FY22 ROAD MAINTENANCE PLAN

PAVING		\$920,549.80
13 ROADS		
ARROWHEAD DRIVE	\$	69,939.00
INDIAN TRAIL	\$	104,890.50
PERIWINKLE WAY	\$	84,709.20
MARLIN ROAD	\$	61,805.20
SEAHORSE ROAD	\$	89,047.20
QUAKER LANE	\$	80,603.10
SANDPIPER ROAD	\$	98,599.90
SADDLE ROAD	\$	49,223.90
PACKET WAY	\$	22,349.00
FLAGSHIP LANE	\$	25,181.30
WINDSWEPT WAY	\$	22,864.50
GULL WAY	\$	42,313.80
SOUTH STREET	\$	169,023.20
SECONDARY ROAD MAINTENANCE		\$211,447.60
18 ROADS		
MISCELLANEOUS DRAINAGE		\$100,000.00
CRACKSEAL VARIOUS ROADS		\$100,000.00
PAVEMENT MARKING MAINTENANCE		\$75,000.00
	FY22 TOTAL	\$1,406,997.40

FY23 ROAD MAINTENANCE PLAN

PAVING		\$809,744.80
5 ROADS		
PLEASANT LAKE AVENUE	\$	326,039.00
SMITH STREET	\$	149,432.50
BELLS NECK ROAD	\$	138,233.20
NORTH ROAD	\$	107,185.50
MANSION STREET	\$	88,854.60
SECONDARY ROAD MAINTENANCE		\$288,862.70
41 ROADS		
MISCELLANEOUS DRAINAGE		\$100,000.00
CRACKSEAL VARIOUS ROADS		\$100,000.00
PAVEMENT MARKING MAINTENANCE		\$75,000.00
	FY23 TOTAL	\$1,373,607.50

FY24 ROAD MAINTENANCE PLAN

PAVING		\$1,136,713.80
10 ROADS		
WILLOW STREET	\$	176,242.30
KELLEY ROAD	\$	138,930.90
ELINOR LANE	\$	105,914.80
BAYPORT ROAD	\$	89,597.30
JOE LINCOLN ROAD	\$	70,797.60
TRUMET ROAD	\$	51,943.50
HARNISS ROAD	\$	50,905.40
OSTABLE ROAD	\$	34,460.00
OLIVER SNOW ROAD	\$	287,440.00
OAK STREET EXTENSION	\$	130,482.00
MISCELLANEOUS DRAINAGE		\$100,000.00
CRACKSEAL VARIOUS ROADS		\$100,000.00
PAVEMENT MARKING MAINTENANCE		\$75,000.00
	FY24 TOTAL	\$1,411,713.80

OFFICE OF THE TOWN ADMINISTRATOR

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

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



MEMO

TO: Christopher Clark, Town Administrator

FROM: Joseph F. Powers, Assistant Town Administrator

CC: Norman M. Clarke, Jr. – Chief, Harwich Fire Department

RE: Review of bid for Fire Station #2 Security System Project

DATE: June 13, 2019

I have reviewed the procurement documents on the bid managed by Fire Lt. Scott Tyldesley as presented to you yesterday by Chief Clarke.

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

Enclosed you will find:

- Lt. Tyldesley's "Summary of Project" wherein he outlines the process, responsive bidders and summation of the project;
- The draft agreement between the Town and Galaxy Integrated Technologies, Inc. the responsive and responsible offeror with the best price; and
- Related contract documents as identified in the draft agreement under Item 11 "Contract Documents".

Attorney Matthew G. Feher of KP Law has reviewed and approved the attached draft as to form. Finance Director Carol Coppola has confirmed the funding source in accordance with MGL, c. 44, §31C.

Additionally, I have the following documents in the file if you or the Board wish to review them:

- Responsive bid from ENE Systems;
- Drawing No. E5.01 – Main Level & Mezzanine Floor Plans – Security rendered by Kaestle Boos Associates, Inc.; and
- Our internal document "12/13/18 Revised Procurement Checklist".

Recommendation: I recommend you approve this procurement as outlined and transmit to the Board for their review, award of bid and signatures.

Summary of Project

Harwich Fire Department Station Two Security System

Wednesday June 12, 2019

As part of the construction of the new Station Two we are installing a security system that will tie in with the current system at the Public Safety building. The total contract price is \$85000, \$35000 of which is labor related and \$50000 is materials related. The purchase is being made off of the ITC71 State Contract (enclosed). Deputy Chief Leblanc consulted with Ashish Patel, the contract manager from the Commonwealth of Massachusetts Operational Services Division. Mr. Ashish confirmed that our project having a labor related cost of \$35000 did not require a public bid process. Further, as required in ITC71's construction rules (page 5) we have request three bids for this project and received two (enclosed).

Bids were requested from ENE Systems, LAN-TEL Communications and Galaxy Integrated Technologies.

The range of bids was \$85,000 - \$95,120

Galaxy Integrated Technologies has provided the low bid. LAN-TEL did not respond to the bid request.

This project will be funded by Article 24 from May 7, 2018 providing for the overall construction of Station 2. The line item for the security system is \$100,000.

Attached to this summary are;

- The procurement checklist
- The bid packet
- The bids from Galaxy and ENE
- A copy of the ITC71 State Contract

AGREEMENT

THIS AGREEMENT made this Seventeenth day of June in the year Two Thousand and Nineteen, between Galaxy Integrated Technologies, Inc. with a usual place of business at 100 Birmingham Parkway, Brighton, MA 02135, hereinafter called the CONTRACTOR, and the Town of Harwich, acting by its Board of Selectmen, with a usual place of business at 732 Main Street, Harwich, MA 02645, hereinafter called the OWNER.

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

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the **Harwich Fire Station #2 Security System Project**, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \$85,000.00

3. Commencement and Completion of Work and Liquidated Damages

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

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the

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

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. [Reserved]

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

(1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

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

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in

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

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

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

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity

requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

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

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

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

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

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

7. Project Architect or Engineer

There is a project architect-engineer for this project who is **Todd Costa, Kaestle Boos Associates, Inc., 16 Chestnut Street, Suite 301, Foxborough, MA 02035**. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

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

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

9. Payments to the Contractor

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

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

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

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

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

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

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

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

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

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

10. Final Payment, Effect

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

11. Contract Documents

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

- Invitation to Bid (email from June 10, 2019 9:18am)
- Instructions to Bidders
- Contract User Guide for State Bid List Item ITC71: Security, Surveillance, Monitoring, and Access Control Systems
- Bid Form – Galaxy Integrated Technologies, Inc.
- Quotation – Galaxy Integrated Technologies, Inc.
- Equipment List – Galaxy Integrated Technologies, Inc.
- Non-Collusion Certificate
- Tax Compliance Certificate
- Drawing No. E5.01 – **On file with the Town of Harwich**

12. Terms Required By Law

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

13. Indemnification

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

14. Insurance

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

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

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

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

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

15. Notice

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

16. Termination

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

17. Miscellaneous

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

[Remainder of page intentionally blank.]

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.

Galaxy Integrated Technologies, Inc.:

TOWN OF HARWICH: Board of Selectmen

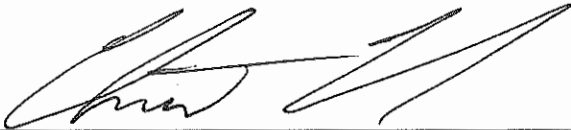
By: _____

By: _____

Name:

Type or Print

Title:




Christopher Clark, Town Administrator

CERTIFICATION OF AVAILABILITY OF FUNDS

In accord with General Laws, Chapter 44, §31C, this is to certify that an appropriation in the amount of this contract is available therefor.

By:


Carol Coppola, Finance Director

04420A2/618024/1824
ATM 18 # 24
Funding Source

Scott Tyldesley

From: Scott Tyldesley
Sent: Monday, June 10, 2019 9:18 AM
To: 'ejohnson@lan-tel.com'; 'Scott Feingold'; 'jdoherty@enesystems.com'
Cc: 'd.leblanc@harwichfire.com'; Joe Rego
Subject: Bid request - Harwich Fire Department Station 2 Security
Attachments: Station 2 Bid Doc.pdf; Station 2 Equipment List.pdf; Page 3 Modified HarFD Sec Bid Drawing.pdf

Hello,

The Harwich Fire Department is currently building a new fire substation. We wish to extend our current Lenel based security system to our new substation. We intend to do so under the Massachusetts ITC71 state contract on which you are named as a provider/installer of security systems. The request for bid sheet, equipment list and floor plan are attached. Could you please provide a quote and complete the bid sheet for providing the system as described please? Any questions can be addressed to me at this email address.

Thank you in advance,

Scott Tyldesley
Lieutenant

Harwich Fire Department
175 Sisson Rd
Harwich, MA 02645
508-430-7546 (Ext:4730)

TOWN OF HARWICH FIRE STATION #2 SECURITY SYSTEM BID

STATEMENT OF WORK IS CONSIDERED NEW SYSTEM INSTALLATION

Furnish, Install, program, optimize, test and warranty Integrated Security System for the new Harwich Fire Station #2. This system installation is an expansion of the existing Lenel System located at the Harwich Public Safety Complex.

Installation includes Card Access Control on (11) portals, Camera surveillance at (10) locations, Overhead Door position monitoring, Intelligent Controllers, Power supplies, Door Locking Device Power Supplies, VMS Storage Server, Client workstation, Display monitors, Ancillary Devices as required to provide a complete and operational system.

Plans and equipment list attached are to be followed specifically. No substitutions will be considered as this is an expansion of existing system and owner requires complete compatibility with existing system.

Owner will furnish;
Network connectivity and provisioning as required in Teledata closet
UPS power as required in Teledata closet

Building general Construction will furnish;
Primary 120VAC Power required in Teledata closet
Fire release for electric locking devices in Teledata closet
Wall space as required in Teldata closet
Conduit raceways for low voltage cabling where required
Electric Locking devices as required
Rack space as required

Vendors must meet the applicable prevailing wage rates for this project. The Vendor is responsible to comply with all reporting requirements regarding the Prevailing Wage Rates.

All bidders must also submit a Certificate of Non-Collusion and State of Tax Compliance

The Total amount should include all elements of Statement of Work including Warranty, Service/Maintenance Agreement costs (Please include Year one in base and show Year Two and Three)

Total Amount Base Statement of Work; _____

Written Amount: _____

Amount of total reflecting labor: \$ _____

Amount of total reflecting goods and materials: \$ _____

Contract User Guide for ITC71

ITC71: Security, Surveillance, Monitoring, and Access Control Systems

UPDATED: 5/31/2019

Contract #:	ITC71
MMARS MA #:	ITC71*
Initial Contract Term:	06/01/2019 – 5/31/2024
Maximum End Date:	5/31/2028
Contract Manager:	Ashish Patel, 617-720-3190, ashish.s.patel@mass.gov
This Contract Contains:	Prompt Payment Discounts (PPD) Supplier Diversity Office (SDO) Vendors
UNSPSC Codes:	46-17-00 Security surveillance and detection

*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).

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- [Example Quoting Scenarios for Category 2 or 4](#)
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- [Strategic Sourcing Team Members](#)
- [Vendor List](#)
- [ITC71 Regions Map](#)

TIP: To return to the first page throughout this document, use the CTL + Home command.

Statewide Contract ITC71 begins June 1st, 2019 and replaced FAC64. This contract award is still in process and additional vendors will be updated into COMMBUYS, the Contract User Guide, and MMARS as soon as their paperwork is completed.



Contract Summary

This is a Statewide Contract for Security surveillance and detection. This contract covers the acquisition of Security Systems and Related Services to include, but not limited to, Video, Access Control, Integrated Video Management, Visitor Management, Locks, Alarms, Monitoring Services/Systems, Catalog Sales, Service, and Maintenance.

Contract Categories

This contract includes three categories and one subcategory of security surveillance and detection as listed below.

- Category 1: Catalog Sales
- Category 2: Security Systems Integration (Equipment and Related Services)
- Category 3: Security Systems Monitoring Services
- Category 4: Locks, Locksmiths, Door Closures, and Related Hardware

Benefits and Cost Savings

Statewide contracts are an easy way to obtain benefits for your organization by leveraging the Commonwealth's buying power, solicitation process, contracting expertise, vendor management and oversight, and the availability of environmentally preferable products.

- Competitive discounts on a wide range of security products
- Competitive hourly wage rates and markups over prevailing wage
- Prompt payment discount opportunities
- Certified Supplier Diversity Office vendors
- Multiple vendors in each category for competition
- Ability to add new products/manufacturers that fit the scope of the RFR

Who Can Use This Contract

Applicable Procurement Law

Executive Branch Goods and Services: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00;

Eligible Entities

Please see the standard list of Eligible Entities on our [Who Can Use Statewide Contracts](#) webpage.

Emergency Services

Many statewide contracts are required to provide products or services in cases of statewide emergencies. [801 CMR 21.00](#) defines emergency for procurement purposes. Visit the [Emergency Contact Information for Statewide Contracts](#) list for emergency services related to this contract.



Find Bid/Contract Documents

Contract users may access ITC71 documents and information via [COMMBUYS](#). Each category is setup in COMMBUYS with solicitation enabled "Master Blanket Purchase Order" (MBPO) pages that allow buyers to solicit quotes from vendors within the category. In addition to the category MBPOs, each vendor has their own MBPO page as well. Direct links to COMMBUYS pages are available in the [Vendor List](#).

How to find ITC71 MBPOs in COMMBUYS from Public View:

1. Click on "Contract & Bid Search"
2. Select "Contracts/Blankets"
3. Enter "ITC71" in the "Contract/Blanket" Description field
4. Click "Find It"
5. Click on the vendor or category MBPO link

How to find ITC71 MBPOs in COMMBUYS if you are logged in:

1. Sign into COMMBUYS
2. Type "ITC71" into the search bar at the top of the page
3. Select "Contract/Blankets" from the drop-down menu that displays "Catalog"
4. Click the magnifying glass to search
5. Click on the vendor or category MBPO link

OR

1. Sign into COMMBUYS
2. Click "Advanced" at the top of the page, to the right of the search bar
3. Select Document Type "Contracts/Blankets"
4. Type "ITC71" into the "Description" and click "Search" or hit enter
5. Click on the vendor or category MBPO link



Pricing, Quoting, and Purchasing Options

Pricing Options

Pricing for all categories is ceiling based. A master price file is available for download from the [Master Contract Record](#) page. Buyers are encouraged to request quotes to negotiate for the best possible pricing. For each category the following pricing options apply:

- **Category 1 – Catalog Sales**
 - Discount % off of MSRP or List price.
- **Category 2 – Security Systems Integration (Equipment and Related Services)**
 - Products: discount % off MSRP or List price for products.
 - Services: mark-up % over prevailing wage or hourly wage rates.
- **Category 3 – Security Systems Monitoring Services**
 - Service rates.
- **Category 4 – Locks, Locksmiths, Door Closures, and Related Hardware**
 - Products: discount % off MSRP or List price for products.
 - Services: mark-up % over prevailing wage or hourly wage rates.

Quoting Options

Buyers should always reference “ITC71” when engaging with vendors to ensure that they receive all of the benefits and savings associated with the statewide contract. For projects involving construction or construction related labor, please review the [Example Quoting Scenarios for Category 2 or 4](#).

Purchasing Options

Product purchases made through this contract will be direct, outright purchases of products. Work performed under Category 2 and 4 may involve construction or construction-related labor. Category 3 purchases will be in the form of a service agreement. Vendor pages in COMMBUYS are setup with a \$0.00 line item for orders. Customers may edit the cost, description, and include additional documents when placing their order through COMMBUYS. Category pages are setup in COMMBUYS with the solicitation enabled feature to allow for more convenient quoting with the vendors in each category.

Delivery

Delivery must be F.O.B. destination with no delivery or travel expenses paid by the Eligible Entity with the exception of deliveries to Dukes and Nantucket Counties. Contractor must deliver all purchases or initiate installation within thirty (30) business days after receipt of written order or at a time mutually agreed upon by the Eligible Entity.



Construction on ITC71

This contract may be used for construction, reconstruction, alteration, installation, demolition, maintenance or repair services and, if needed, associated materials. **All construction or construction related labor provided under this contract is limited to \$50,000 or less per engagement.** Any services provided that would exceed \$50,000 in labor costs must go out to a public bid.

Eligible Entities will be allowed to contract with any Contractor under Statewide Contract ITC71 for services for building or public works construction projects estimated to cost **less than \$10,000** without the need to solicit multiple written price quotations when procuring these services, unless required by the Eligible Entity's internal procurement policies and requirements. Eligible Entities must use sound business practices which require a record that includes, at a minimum, the name and address of the person from whom the services were procured.

If using Statewide Contract ITC71 for building construction or public works projects estimated to cost **between \$10,000 and \$49,999** (this amount is capped for construction or construction-related labor only), **Eligible Entities are required to solicit a minimum of at least three (3) responses from ITC71 Contractors and MUST receive two (2) written responses from ITC71 Contractors**, provided that the contract shall be awarded to the responsible person offering to perform the contract at the lowest price quotation. If the project requires additional equipment/parts/materials the costs associated with such materials may exceed \$50,000.

Tip: Buyers should request that vendors itemize their quotes so that the construction and/or construction-related services are isolated and easily identifiable. Only the labor costs are counted against the thresholds.

For purposes of construction procurement thresholds, **the act of pulling cables or wiring through existing conduits is not considered a construction activity.** The labor is however subject to prevailing wage law.

In instances where Statewide Contract ITC71 is used for construction or construction related labor in excess of \$25,000, [M.G.L. c.149 s.29](#) **payment bonds** are required from the selected Contractor. It is the responsibility of the Eligible Entity to enforce this requirement when soliciting quotes. Eligible Entities may require additional performance and payment bonds from the Contractor, which would be detailed in the Statement of Work

The terms "Construction" and "constructed" are defined by [M.G.L. c. 149 s.27D](#). It is the responsibility of the Eligible Entity to consult their legal counsel for assistance determining whether installation work includes construction as defined by [M.G.L. c.149](#) or [M.G.L. c.30 s.39M](#). Information concerning specific construction requirements may be found in the [Office of the Inspector General's Public Procurement Charts](#). Chapter 30B Procurement Assistance from the Office of the Inspector General is available at mass.gov/ig/procurement-assistance. Contact the 30B Hotline at 617-722-8838 or 30BHotline@mass.gov.



Prevailing Wage Requirements

Services performed under Categories 2 and 4 may be subject to prevailing wage laws. Eligible Entities that utilize this contract will be considered the “awarding authority”. Eligible Entities are required to request prevailing wage rate sheets at <https://www.mass.gov/prevailing-wage-program> (or by calling 617-626-6975) and provide these to the vendor. Vendors are responsible for complying with the Prevailing Wage law.

Category 4 – Locksmiths

Per the Massachusetts Department of Labor Standards, when covered by the prevailing wage, locksmith work falls under the carpenter rate.

Labor Rates

Vendors have provided mark-ups over prevailing wage for prevailing wage positions and hourly rates for non-prevailing wage work. Mark-ups and hourly rates are **ceiling rates** and may be negotiated further, providing that they do not fall below prevailing wage if prevailing wage is required.



Example Quoting Scenarios for Category 2 or 4

Example 1 – Construction or Construction Related Labor UNDER \$10,000

You are an Eligible Entity soliciting quotes for a Category 2 or 4 project involving construction or construction related labor. Your quote for the construction or construction related labor costs are \$8,500. Additional parts and materials will cost \$12,000. The total estimated cost of this project will be \$20,500.

STEP(S):

1. Select a vendor based on sound business practice/best value.

Example 2 – Construction or Construction Related Labor BETWEEN \$10,000 and \$50,000

You are an Eligible Entity soliciting quotes for a Category 2 or 4 project involving construction or construction related labor. Your quote for the construction or construction related labor costs are \$35,000 and another \$20,000 for pulling cables through existing conduits in your building. Additional parts and materials will cost \$80,000. The total estimated cost of this project will be \$135,000.

STEP(S):

1. **MANDATORY:** Request quotes from at least three (3) vendors on ITC71 within the same category.
2. **MANDATORY:** Receive at least two (2) written responses from vendors on ITC71 within the same category.
3. **MANDATORY:** Award project to the ITC71 vendor with the lowest responsible response.

Example 3 – Construction or Construction Related Labor GREATER THAN \$50,000

You are an Eligible Entity soliciting quotes for a Category 2 or 4 project involving construction or construction related labor. Your quote for the construction or construction related labor costs are \$75,000. Additional parts and materials will cost \$150,000. The total estimated cost of this project will be \$225,000.

STEP(S):

1. **MANDATORY:** Eligible Entity must go out to public bid and cannot use ITC71 due to labor costs being greater than \$50,000.



How to Purchase From the Contract in COMMBUYS

Setting up a COMMBUYS Account

COMMBUYS is the Commonwealth's electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: 888-627-8283 or COMMBUYS@mass.gov.

Directly purchase a non-fixed price item (\$0 line item) through COMMBUYS

All vendor MBPO pages have a \$0.00 line item for each category they are awarded. When placing an order in COMMBUYS a contract user needs to type in the total cost of the order and may add invoice/quote information as reference either by typing in the information or attaching as a file.

Solicit quotes and select and purchase quoted item in COMMBUYS

ITC71 has "Solicitation Enabled" category MBPO pages on COMMBUYS. This feature allows COMMBUYS users to obtain quotes from multiple vendors at once from the same category. The buyer would create a Release Requisition, and then convert it to a Bid. After approval by the buyer approving officer, the bid is then sent to selected vendors to request quotes.

For more information on how to complete this purchase in COMMBUYS, visit the [Job Aids for Buyers](#) webpage.



Additional Information

Negotiation

Eligible Entities have the right to negotiate pricing or other aspects of purchases within the scope of the contract and are encouraged to do so.

Pre-Installation

It is the Vendor's responsibility, prior to delivery, to survey and review the particular installation location to ensure the existing proposed location will meet the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the Vendor and the Eligible Entity will attempt to locate an alternate mutually agreeable location for the equipment at the particular site.

Vendors not familiar with any location are strongly advised to personally view those locations prior to delivery. A lack of familiarity with an installation location will in no way relieve a vendor from its responsibility to fulfill its contractual obligations.

Compliance with Regulatory Requirements

Vendor must maintain full compliance with all Regulatory Licensure Boards' (State Board of Electrical Examiners, Department of Public Safety) licensing requirements for all work.

Post-Installation

Vendor must be responsible for all installation of equipment and/or supplies and removal of all package material from the premises in coordination with the Eligible Entities instructions. For off-site monitoring services, Vendor must ensure there are systems current to meet the needs of the Commonwealth and remain current against intrusive/invasive systems that could compromise the installed system(s).

Anticipated Service Disruption

Vendor must coordinate with the Eligible Entity for any anticipated service disruption. If anticipated disruption is scheduled the Vendor must provide a minimum of 24 hours' notice to the Eligible Entity.

Training and Training Materials

Vendors must provide significant training to designated personnel within the Eligible Entity during the final system testing and start-up phase of a project. The vendor and Eligible Entity shall mutually agree on the duration as well as the location and schedule of the training. Training materials include, but are not limited to books, handouts, software, or customized training videos will be provided by the vendor and will be given to the Eligible Entity at no additional cost, as agreed upon by the parties.

Software Licenses

Where applicable, the cost of software licenses should be included in the Service Maintenance Agreement. Eligible Entities may also purchase software licenses separate from any Service Maintenance Agreements.



Warranties

Vendors must provide a standard warranty for all equipment of at least 1 year in length. Eligible Entities may purchase extended warranties with vendors at negotiated pricing. Please review the ITC71 price file on COMMBUYS for information regarding the availability of extended warranties. Vendor must affix a label or decal to the control device for any equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the OEM or Reseller responsible for warranty service of the equipment. A successful installation is constituted by the product, equipment or system being fully capable of functioning to its fullest capacity and according to its design and is unencumbered by flaws resulting from poor installation. System Acceptance (final sign-off) will be provided by the user entity acknowledging final acceptance of a successful installation. System Acceptance cannot be unreasonably withheld by any entity, the contract manager or the project manager.

No pre-payments

Vendor may not request any form of pre-payments by the Eligible Entity before the service is rendered. For special projects implemented in phases, by mutual agreement of the Eligible Entity and the Vendor, invoices must be issued after each phase is completed to the Eligible Entity's satisfaction.

Returns

Services and products/materials provided by Contractors must meet all federal, state, and local standards for quality and safety requirements. Services and products/materials not meeting standards will be deemed unacceptable and returned to a Contractor for credit at no charge to the Commonwealth.

No Minimum Charge

Contractors are paid only for hours worked on location. Labor charges begin at job location and end at job location. Eligible Entity will not pay for any additional labor charges away from job location.

No Additional Fees and Surcharges

Contractors are not allowed to charge additional fees or surcharges with the exception of deliveries to Dukes and Nantucket Counties. This includes, but is not limited to, charges for permits, set-up, cleaning, freight, shipping, quotes, travel, transportation, delivery, commuting, fuel, energy, insurances, meals, lodging, and any other fee.



Statement of Work Example

Eligible Entities should provide a clear Statement of Work to the vendors at the time of the request for quote. The following are some elements to consider including in a statement of work:

Important Elements of the Statement of Work:

- Reference to the Statewide Contract ITC71
- Prevailing wage sheets, as applicable to the job
- Work schedules and performance dates
 - Release Date of the Request for Quote
 - Walkthrough requirements, if required
 - Response Date of Request for Quote
 - Date of Vendor Selection
- Responsibilities of the Vendor
 - Agrees to fulfill all provisions of the ITC71 statewide contract
 - Responsible for complete design, measurements, and drawings
 - Delivery, installation, testing, training, design and start up
 - Replace, modify, or upgrade existing hardware as necessary
 - Include the cost of any software licenses in bid
- Whether sub-contractors will be allowed
- Eligible Entity Reserves right to negotiate and modify requirements with awarded Vendor
- Submittal Requirements
 - Narrative – how proposer will complete scope of work
 - Estimated timeline from release of purchase order to system live
 - Drawing Requirements
- Service/Maintenance Agreements
 - Response time guarantees desired
- Up time guarantee



Strategic Sourcing Team Members

- Stephen Lyons, OSD
- Ashish Patel, OSD
- Arthur Venier, DOC
- Cindy Heywood, DOC
- Eric Josephson, City of Cambridge
- Jeff Quick, DOC
- Katherine Thomas, OSD
- Kristin Cafarelli, DOE
- Mark Gerrity, Trial Courts
- Nancy Fitzgerald, DFS
- Roger Gauthier, DPH
- Sergio DeMango, Town of Lexington
- Tim Kennedy, OSD



OPERATIONAL SERVICES DIVISION

Contract User Guide for ITC71

Vendor List*

Vendor Name (SDO**)	Contact Person	Phone #	Email	Categories	Regions	PPD (%-days)
Master Contract Record***	Ashish Patel	617-720-3190	ashish.s.patel@mass.gov			
A W Gifford, Inc.	Denice Outhuse	413-732-8951	denice@giffordlock.com	4	1	2%-10
Access Control Systems, Inc.	Tim Kirk	603-248-9820	sales@a-c-s.biz	1 and 2	All	1%-10; 0.5%-15; 0.1%-20
Advanced Alarm Systems, Inc.	Kevin C. Fitzpatrick	508-675-1937	kevin@80044alarm.com	2 and 3	2, 4, and 5	2%-10; 1.5%-15; 1%-20
Alarm New England (SSH3, Inc. dba Alarm New England)	Ana Goncalves	860-616-7544	ana.goncalves@alarmnewengland.com	2 and 3	All	3%-10; 2%-15; 0.25%-20
American Alarm & Communications, Inc.	Barry Chisholm	781-859-2051	bchisholm@americanalarm.com	2 and 3	All	1%-30
American Service Company	Sarah Kelly	617-471-5953	skelly@americanservicecompany.com	1, 2, and 3	2, 3, 4, and 5	2%-30
Autoclear, LLC	Alan Martin	973-525-7312	alanm@autoclear.com	1 and 2	All	1%-10
Ayacht Technology Solutions, LLC	Beverley A. Denio	978-558-0166	bdenio@ayacht.com	2	All	1%-10; 0.5%-15; 0.25%-20
BCM Controls Corporation	Steve Feinberg	781-897-5160	feinbergs@bcmcontrols.com	2 and 3	All	3%-15; 2%-20; 1%-30
BeSafe Technologies Inc.	Michael O'Keefe	508-815-3540	mokeefe@besafe.net	2	All	5%-10; 4%-15; 3%-20; 2%-30
Boston Electric and Telephone Corp	Hiram Falfan	617-828-9608	hiram@betcorp.com	1 and 2	2, 3, 4, and 5	2%-15
BSA Security Integrators (Bay State Alarm Security, Inc. dba BSA Security Integrator) SDVOBE	TJ Murphy	508-485-1174 x113	tj@bsasi.com	All	All	2%-10; 1.5%-15; 1%-20
CC-Teknologies Inc.	John Pike	781-313-2444	jdennis@cc-tek.net	All	All	3%-10; 2%-15; 1%-20
Ceia USA Ltd.	Jep Poole	440-836-2889	jpoole@ceia-usa.com	1	All	1%-15
Collins Electric	Mike Angelica	413-598-1024	mangelica@ce1906.com	2	1 and 2	1.5%-10; 1%-20
Craftmaster Hardware	Kevin Driscoll	508-661-9632	kdriscoll@craftmasterhardware.com	1	All	2%-10; 1%-15

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OPERATIONAL SERVICES DIVISION

Vendor Name (SDO**)	Contact Person	Phone #	Email	Categories	Regions	PPD (%-days)
CSY Technologies	Richard Netinho	774-202-7258	rnetinho@csytech.com	1 and 2	All	3%-10; 2%-15; 1%-20
Custom Computer Specialists, Inc.	Suzanne McLaughlin	401-775-1286	smclaughlin@customonline.com	2	All	1%-30
Dugmore & Duncan, Inc.	James Whalen	781-927-2126	Jim@dugmore.com	1 and 4	All	2%-10
ECI Systems	Kellie Porter	603-458-6506	kellie.porter@ecintegrated.com	2	All	1%-20
ENE Systems, Inc.	John Doherty	781-828-6770	jdoherly@enesystems.com	All	All	1%-30
FS Systems Inc.	Gerald Fitzgerald	781-754-7310	gfitz@fssystemsin.com	1, 2, and 4	All	3%-10; 2.5%-15; 2%-20; 1%-30
Galaxy Integrated Technologies, Inc.	John Gulezian	617-202-6388	johng@galaxyintegrated.com	1, 2, and 4	All	3%-10; 2%-15; 1%-20
Graybar Electric Company Inc.	John Ryan	781-205-8719	john.ryan1@graybar.com	1	All	1%-10
Hayden Safe & Lock Co., Inc.	John Whitmarsh	978-265-5837	john@haydenlock.com	1 and 4	3 and 4	5%-10; 4%-15; 3%-20; 2%-30
HEI Security	Eric Rasmussen	801-580-9412	eric.rasmussen@heisecurity.com	1, 2, and 4	1, 2, and 3	1%-10
Industrial Video & Control Co. LLC	Dipak Sagar	617-467-3059 x122	dsagar@ivcco.com	1	All	2%-10; 1%-15
K & M Communications Corp. <i>VBE</i>	John Fresh	508-857-2011 x101	jfresh@kandmcommunications.com	2, 3, and 4	All	2%-15; 1%-30
LAN-TEL Communications, Inc.	Peter Baker	844-575-2001	service@lan-tel.com	2 and 3	All	3%-10; 2.5%-15; 2%-20; 1%-30
McDonald Electrical Corporation	Nick Flynn	339-205-2227	nflynn@mcdonaldcorp.com	1, 2, and 3	All	2%-20; 1%-30
Minuteman Security Technologies	John Mendonca	978-783-0018	johnm@minutemanst.com	2, 3, and 4	All	2%-10; 1%-15
New Era Technology NE (formerly FTG Technologies)	Guy Esposito	617-367-7474	sled.ne@neweratech.com	2 and 3	All	3%-15; 1%-20
NOREL Service Co., Inc. <i>VBE</i>	George Aguiar	781-768-5500 x111	gaguiar@norelservice.com	1, 2, and 3	2, 3, 4, and 5	2.5%-10; 1.5%-15; 1%-20
Ockers Company	Jason Houser	508-586-4642	jasonh@ockers.com	1 and 2	All	3%-10; 2%-20; 1%-30
Pasek Corporation	Arthur Dunham	617-269-7110 x774	service@pasek.com	All	All	2%-10; 1.5%-15; 1.25%-20; 1%-30

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OPERATIONAL SERVICES DIVISION

Vendor Name (SDO**) <i>WBE</i>	Contact Person	Phone #	Email	Categories	Regions	PPD (%-days)
Plastic Card Systems, Inc. <i>WBE</i>	Donald Axline	508-351-6210 x102	daxline@plasticard.net	1 and 2	All	2%-10; 1%-15
Security Detection, Inc.	Rob Paradise	617 596-7012	rparadise@securitydetection.com	2	All	2%-10; 1.75%-15; 1.5%-20; 0.5%-30
Security101 (Advanced Security Integration dba Security101)	Main Office	1-800-991-4170	support@security101ne.com	All	All	1%-10
Setronics Corp.	Brian LaCroix	978-671-5450	blacroix@setronics.com	2, 3, and 4	All	1%-10
SIGNET Electronic Systems, Inc.	Tom Irons	781-871-5888 x1229	tom.irons@signetgroup.net	2	All	2.5%-10; 1.5%-15; 1%-20
Sonet Electrical Systems, LLC	Tom Cavanaugh	617-242-6569 x222	tcavanaugh@sonetelectrical.com	2	3, 4, and 5	2%-10; 1.5%-15; 1%-20
State Electric Corp.	Joseph Vaccari	978-423-4552	jvaccari@stateelectriccorp.com	1 and 2	All	2.25%-10; 1.5%-15; 1.25%-20; 1%-30
Stone & Berg Company, Inc. <i>WBE</i>	Jeremy Conroy	978-973-4711	j_conroy@mac.com	1	All	2%-20
Unified Networking Solutions	Brian McDonald	508-203-7162	bmcdonald@unifieditsupport.com	1 and 2	All	4%-10; 3%-15; 2%-20; 1%-30
Utility Communications, Inc.	Edward Abrams	203-287-1306	eda@utilitycommunications.com	1	All	2%-10; 1%-15; 0.5%-20; 0.25%-30
Valley Communications Systems, Inc.	Jim Page	413-386-6221	jimp@valleycommunications.com	2	All	1.5%-10; 1%-15
Viscom Systems Inc.	Bill Clements	617-864-3676	bill.c@viscomsystems.com	1 and 2	2, 3, 4, and 5	2.5%-10; 1.5%-15; 1%-20
Wayne Alarm Systems, Inc.	Paul Verruto	781-595-0000 x426	pverruto@waynealarm.com	2 and 3	2, 3, 4, and 5	2%-15; 1%-30
Whalley Computer Associates, Inc.	Paul Whalley	413-569-4200	wcabiz@wca.com	2	All	1%-10
White Hawk Alarm & Security	Frank Perry	978-597-8800	whitehawkalarm@gmail.com	All	1, 2, 3, and 4	3%-10; 2%-30

* COMMBUYS is the official system of record for vendor contact information.

** SDO – Supplier Diversity Office. Vendors with SDO certifications have their certification listed with their vendor name.

*** The Master Contract Record page holds additional information such as the ITC71 RFR and ITC71 Master Price File.

**** Category pages in COMMBUYS are solicitation enabled to allow for convenient quoting in COMMBUYS.

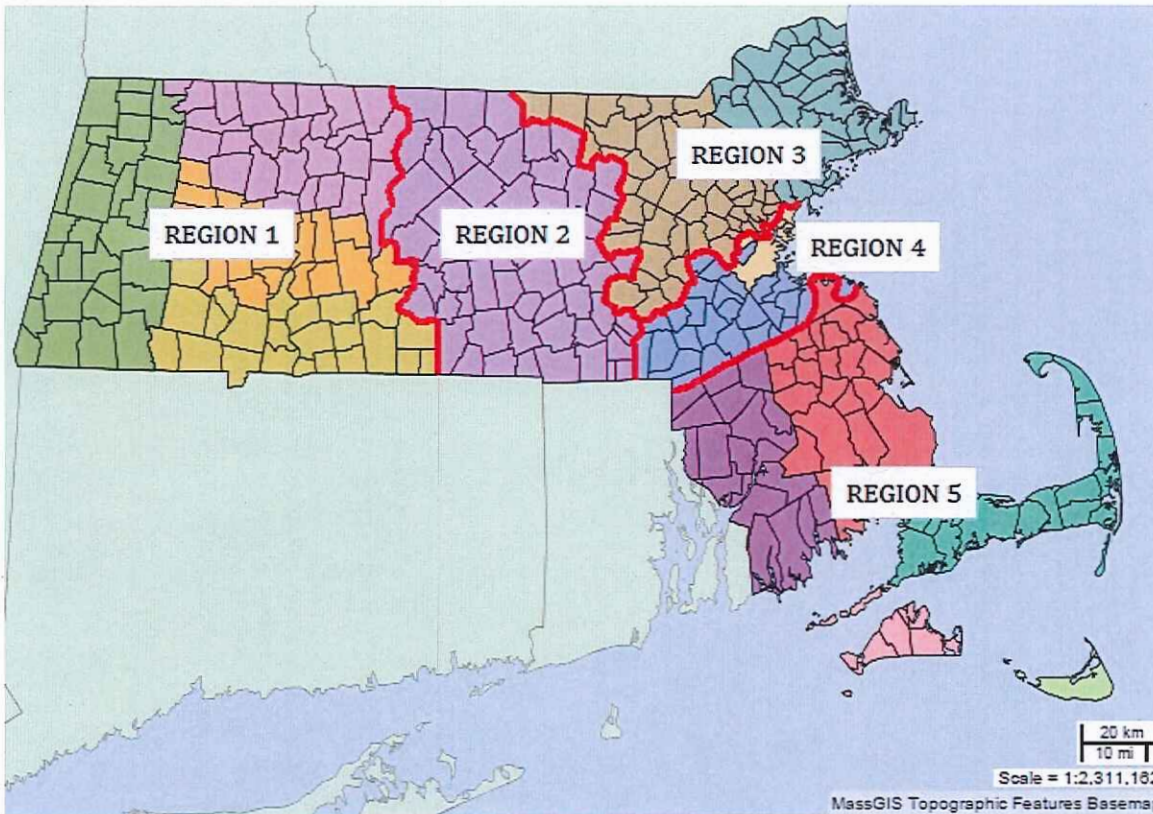
For the [ITC71 Regions Map](#), please see the next page.

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ITC71 Regions Map



Region 1: <ul style="list-style-type: none"> • Berkshire County • Franklin County • Hampden County • Hampshire County 	Region 4: <ul style="list-style-type: none"> • Norfolk County • Suffolk County
Region 2: <ul style="list-style-type: none"> • Worcester County 	Region 5: <ul style="list-style-type: none"> • Barnstable County • Bristol County • Dukes County • Nantucket County • Plymouth County
Region 3: <ul style="list-style-type: none"> • Essex County • Middlesex County 	

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Updated: 5/31/2019

TOWN OF HARWICH FIRE STATION #2 SECURITY SYSTEM BID

STATEMENT OF WORK IS CONSIDERED NEW SYSTEM INSTALLATION

Furnish, Install, program, optimize, test and warranty Integrated Security System for the new Harwich Fire Station #2. This system installation is an expansion of the existing Lenel System located at the Harwich Public Safety Complex.

Installation includes Card Access Control on (11) portals, Camera surveillance at (10) locations, Overhead Door position monitoring, Intelligent Controllers, Power supplies, Door Locking Device Power Supplies, VMS Storage Server, Client workstation, Display monitors, Ancillary Devices as required to provide a complete and operational system.

Plans and equipment list attached are to be followed specifically. No substitutions will be considered as this is an expansion of existing system and owner requires complete compatibility with existing system.

Owner will furnish;
Network connectivity and provisioning as required in Teledata closet
UPS power as required in Teledata closet

Building general Construction will furnish;
Primary 120VAC Power required in Teledata closet
Fire release for electric locking devices in Teledata closet
Wall space as required in Teldata closet
Conduit raceways for low voltage cabling where required
Electric Locking devices as required
Rack space as required

Vendors must meet the applicable prevailing wage rates for this project. The Vendor is responsible to comply with all reporting requirements regarding the Prevailing Wage Rates.

All bidders must also submit a Certificate of Non-Collusion and State of Tax Compliance

The Total amount should include all elements of Statement of Work including Warranty, Service/Maintenance Agreement costs (Please include Year one in base and show Year Two and Three)

Total Amount Base Statement of Work; \$85,000.00

Written Amount: eightyfive thousand dollars

Amount of total reflecting labor: \$ 35,000.00

Amount of total reflecting goods and materials: \$ 50,000.00

Galaxy Integrated Technologies, Inc.
100 Birmingham Parkway
Brighton, MA 02135

Scott Feingold



Galaxy Integrated Technologies, Inc.
 100 Leo M. Birmingham Pkwy, Brighton MA 02135
 Ph: 617-202-6388 Fax: 617-202-6389

QUOTATION

DATE: June 12, 2019	QUOTATION #: HARWICH Z18-0659R1
	SALES PERSON: Scott Feingold
BILL TO: Town of Harwich 732 Main Street Harwich MA 02645 Accounts Payable 508-430-7541	JOB LOCATION: Harwich Fire Station #2 149 Route 137 Harwich MA 02645 Scott Tyldesley 508-430-7546

Furnish and Install Integrated Electronic Security System for the New Harwich Fire Station 2, Harwich, MA-Card Access, Alarm Monitoring, Intercom Communication, and Video Surveillance Systems for the New Harwich Fire Station 2. This Quotation includes Scope of Work Delineated on Drawings E0.01, E5.00, E5.01 Dated May 30, 2019. Pricing per ITC71 State Contract # VC6000187522.

EQUIPMENT	
INSTALLATION	
TECHNICIAN/PROGRAMMING	
PROJECT MANAGEMENT	
ENGINEERING	
DISCOUNT	
SHIPPING AND HANDLING	
SALES TAX EXEMPT FORM ON FILE	
TOTAL:	\$85,000.00

GALAXY INTEGRATED TECHNOLOGIES TO:

Please see attached "Galaxy Responsibilities"
Permit to be prepaid and added to invoice along with charges for time to acquire permit.

CUSTOMER TO:

Please see attached "Customer Responsibilities"

NOTE:

All work to be done open shop unless specified in terms.
 All work to be done during regular business hours 8:00-4:30 pm Mon-Fri. Any deviation from these hours will be charged at a time and a half hourly rate to the Client accordingly.
 Client to allow full access to all work areas without any restrictions or down time waiting for rooms or areas.
 Any delays waiting for rooms, or areas to become available for working in will result in a charge per hour at the regular Galaxy Technician rate.
 Issuance of a purchase order for this particular project shall be deemed acceptance by you (The Client) to the terms set forth herein.
 If there are any conflicts between any provision in this proposal and your purchase order, the language of this proposal shall control, and further, any provision in your purchase order that purports to claim its language shall control shall be deemed stricken.
 Any unforeseen field conditions will result in a change order for the difference in time and material.
 Any jobs canceled after equipment is ordered will result in a 35% restocking fee for equipment that is returnable.
 Customer will be responsible to pay 100% for any equipment non-returnable if job is canceled.

PAYMENT TERMS:

Net 30 days (All terms contingent upon credit approval) A 21% finance charge will be assessed to all amounts past 30 days.
 100% of the total equipment price plus start up cost will be billed when the proposal is signed or upon receipt of a P.O.
 75% of the total labor will be billed once devicing begins.
 A total of 90% of the total labor will be billed when all field equipment is 100% mounted.
 The last 10% of the total labor and any other items will be billed when the final programming and testing is complete.
 All change orders will be billed separately and will not hold up payments on the initial job percentages due for payment.
 Equipment will be ordered and the job will be scheduled once initial 1st payment is received in full.
 Equipment only orders will be billed and must be paid 100% before Galaxy orders equipment.

WARRANTY: One Year for Parts supplied and installed by Galaxy and 60 Days for Labor

Form #2014-1



Galaxy Integrated Technologies, Inc.
 100 Leo M. Birmingham Pkwy, Brighton MA 02135
 Ph: 617-202-6388 Fax: 617-202-6389

QUOTATION: HARWICH Z18-0659R1

GALAXY INTEGRATED TECHNOLOGIES, INC. (GIT) will provide competent personnel for performance of service as herein stated. For such service, customer agrees to designate one responsible individual who is authorized to call for service.

SERVICE HOURS: FIVE DAY WEEK: MONDAY TO FRIDAY: 8:30AM TO 4:30PM

GIT will not be responsible for equipment or parts which are in disrepair due to misuse, accident or mishandling by others not authorized to service this equipment during our agreement time.

GIT will not be responsible for damages caused by fire, the elements, civil commotion, malicious mischief, negligence of the customer, its agents or acts by God.

All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All workers are fully covered by Workmen's Compensation Insurance.

This proposal shall be voidable, at our option, unless accepted and delivered to us within thirty (30) days of the date hereof. This proposal is the property of GIT. It is not for publication and is issued expressly on the condition that it is not to be copied, reprinted or reproduced in any manner; nor is it to be disclosed to any third party, either wholly or in part, without the express written consent of GIT.

Proposed By:

Accepted By:

Galaxy Integrated Technologies, Inc.

Town of Harwich

For the amount of: **\$85,000.00**

Scott Feingold

Accounts Payable

Signature: _____

Signature: _____

Date: _____

Date: _____

Purchase Order #: _____



Galaxy Integrated Technologies, Inc.
 100 Leo M. Birmingham Pkwy, Brighton MA 02135
 Ph: 617-202-6388 Fax: 617-202-6389

QUOTATION: HARWICH Z18-0659R1

Equipment Details:

ITEM	QTY	DESCRIPTION
1	1	32ES TO ADV Upgrade • Increases reader count by 32 Requires client upgrades [UPC-32ADV] OnG
2	5	OnGuard 32ES to OnGuard ADV
3	1	Intelligent Dual Reader Controller @ 12 or 24 VDC @ 700mA, size (6" (152mm) W x 8" (203mm) L
4	5	Dual Reader Interface Module (Series 2 –Supports OSDP Readers) – 12/24 VDC, 2 Reader interface, 1
5	1	Lenel UL listed hardware enclosure (24" x 18" x 4.5") only with lock and tamper switch. (UL App
6	1	Altonix 6A controller power supply
7	1	Altonix 8 channel power distribution module
8	5	Powersonic battery 12V7AH
9	2	Lock power supply
10	2	Lock control module for fire release
11	10	HID iClass R40 Card Reader - Proximity (Wall)
12	11	Concealed door switch
13	6	Surface armored door switch
14	6	Door switch bracket
15	1	Dell R640 Storage Server, (2) Xeon silver 4110, windows server 2016 (16) core, 24TB RAID5, Dual F
16	1	Dell Optiplex 7060 SFF PC, i5-8500, 16GB, 256G SSD, W10 Pro, dual DP out
17	1	HD monitor
18	1	ViewSonic CDE4302 43" 1080p Commercial LED Display
19	1	Chief Full movement Monitor mount
20	10	XPROTECT PROFESSIONAL PLUS DEVICE LICENSE
21	10	MILESTONE ONE YEAR CARE PLUS FOR XPROTECT PROFESSIONAL DEVICE LICENSE
22	3	Axis HD Streamlined and versatile HDTV 1080p fixed dome
23	1	Axis HD Streamlined outdoor-ready HDTV 1080p fixed dome for any light conditions
24	1	Axis pendant kit
25	1	Axis wall Mount
26	6	8 MP, 360° multisensor camera with one IP address, remote zoom & focus
27	6	Pendant Kit for P3717
28	4	Axis wall Mount
29	4	Corner mount for T91E61
30	1	twisted pair DP transceiver
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52		
53	1	Cable
54	1	Wire connectors and hangers
55	1	Miscellaneous materials



Galaxy Integrated Technologies, Inc.
100 Leo M. Birmingham Pkwy, Brighton MA 02135
Ph: 617-202-6388 Fax: 617-202-6389

QUOTATION: HARWICH Z18-0659R1

GALAXY RESPONSIBILITIES:

Deliver all equipment to job site
Supply and install all necessary low voltage cables for proper system operation
Install all equipment
Perform all final adjustment and system tests
Train assigned personnel in proper system operation up to a maximum of (8) hour
ALL change orders must be approved by Deputy Chief.

CUSTOMER RESPONSIBILITIES:

Provide 120 VAC where needed.
Provide fire drop tie-in at access control panel locations for fail safe operation of electric locks (wherever required)
Provide interface point for power door operator (wherever required)
All electrified locking hardware to be Furnished and Installed by General Contractor.
All electrified locking hardware Power Transfer Devices to be Furnished and Installed by General Contractor.
All network connectivity and provisioning to be furnished by the owner.
All network ethernet ports and provisioning to be furnished by the owner.
Provide and install fire rated plywood backing for panel locations
Provide wall/Rack space as required to accommodate server equipment.

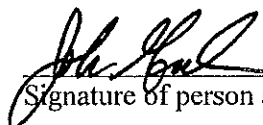
NOTES:

EQUIPMENT LIST

Item #	Qty	Model Number	Description	Manufacturer
1	1	UPS-3264	32ES TO ADV Upgrade • Increases reader count by 32 Requires client upgrades [UPC-32ADV] OnGuard 32ES to OnGuard ADV	Lenel
2	5	UPC-32ADV	OnGuard 32ES to OnGuard ADV	Lenel
3	1	LNL-2220	Intelligent Dual Reader Controller 24V 12 or 24 VDC @ 700mA, size (6" (152mm) W x 8" (203mm) L x 1" (25mm)H), (5 year lithium battery or 3 months full run)	Lenel
4	5	LNL-1320-S3	Dual Reader Interface Module (Series 2 –Supports OSDP Readers) – 12/24 VDC, 2 Reader interface, W/M, 8 inputs, 6 (5A) form C relays , RoHS, CE, C-Tick a	Lenel
5	1	LNL-CTX-6	Lenel UL listed hardware enclosure (24â€ x 18â€ x 4.5â€); only with lock and tamper switch, (UL Approved) (can house up to 6 boards)	Lenel
6	1	OLS180	Altronix 6A controller power supply	Altronix
7	1	PD8	Altronix 8 channel power distribution module	Altronix
8	5	PS1270	Powersonic battery 12V7AH	Powersonic
9	2	AL600JLXX	Lock power supply	Altronix
10	2	ACM8	Lock control module for fire release	Altronix
11	10	920NTNNEK00000-L001	HID iClass R40 Card Reader - Proximity (Wall)	HID
12	11	1078C-N	Concealed door switch	Interlogix
13	6	2505A-L	Surface armored door switch	Interlogix
14	6	1092A	Door switch bracket	Interlogix
15	1	R640	Dell R640 Storage Server, (2) Xeon silver 4110, windows server 2016 (16) core, 24TB RAID5, Dual Power supply, PERC 730P, Boss controller (2) M.2 240G	Dell
16	1	OP 7060	Dell Optiplex 7060 SFF PC, i5-8500, 16GB, 256G SSD, W10 Pro, dual DP out	Dell
17	1	U2518D	Dell HD monitor	Dell
18	1	CDE4302	ViewSonic CDE4302 43" 1080p Commercial LED Display	Viewsonic
19	1	JWDSKUB	Chief Full movement Monitor mount	Chief
20	10	ML-XPP-PLUS-DL-01	XPROTECT PROFESSIONAL PLUS DEVICE LICENSE	Lenel
21	10	ML-YXPPCL-01	MILESTONE ONE YEAR CARE PLUS FOR XPROTECT PROFESSIONAL DEVICE LICENSE	Lenel
22	3	P3225-V	Axis HD Streamlined and versatile HDTV 1080p fixed dome	Axis/ADI
23	1	P3225-LVE	Axis HD Streamlined outdoor-ready HDTV 1080p fixed dome for any light conditions	Axis/ADI
24	1	T94T01D	Axis pendant kit	Axis/ADI
25	1	T91E61	Axis wall Mount	Axis/ADI
26	6	P3717-PLE	8 MP, 360° multisensor camera with one IP address, remote zoom & focus	Axis/ADI
27	6	T94N01D	Pendant Kit for P3717	Axis/ADI
28	4	T91E61	Axis wall Mount	Axis/ADI
29	4	T94R01B	Corner mount for T91E61	Axis/ADI
30	1		Twisted pair DP transceiver kit	
31	1		Lot of miscellaneous installation hardware, connectors, supplies	

CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies under the 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 certificate, 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 or proposal

GALAXY INTEGRATED TECHNOLOGIES
Name of business

CERTIFICATE OF TAX COMPLIANCE

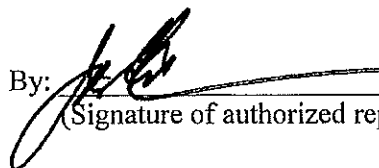
Pursuant to Ch.62C, S.49A (b) of the Massachusetts General Laws, I,

John Gulezian, authorized signatory for
(name)

GALAXY INTEGRATED TECHNOLOGIES hereby certify under the pains and penalties
(name of bidder)

of perjury that said bidder has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Consultant

By: 
(Signature of authorized representative)

Executive Vice President
(Title)

JOHN Gulezian 6/12/19
(Date)

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

TOWN OF HARWICH

ORDER OF TAKING

At a regularly convened meeting of the Board of Selectmen of the Town of Harwich (the "Town") held on this 17th day of June, 2019, it was voted and ordered as follows:

The Board of Selectmen of the Town of Harwich, duly appointed, qualified, and acting pursuant to the provisions G.L. Chapter 79, G.L. Chapter 83, Section 1, and any and every other power and authority hereunto enabling, hereby takes, on behalf of the Town, the following rights and easements:

1. Permanent easements for the construction, installation, maintenance, improvement, repair, replacement and/or relocation of sanitary sewer pumping stations and related structures, appurtenances and facilities, including, without limitation, connecting sanitary sewer force mains, gravity sewer lines, pipes, above and below grade appurtenances, fittings, utilities, generator and/or any other equipment (including buildings and/or fencing to protect said facilities or equipment), and landscaping, all as may be necessary or convenient to establish a public sewerage system, in, on and under the following parcels of land in the Town of Harwich (collectively, the "Permanent Sewer Pump Easement Premises") and shown on plans prepared by SMC Surveying and Mapping Consultants:

- (a) The parcel of land shown as "Permanent Easement 1,785± Sq.Ft." on a plan entitled "Easement Plan of Land Pumping Station 113 Church Street Harwich, MA", dated October 30, 2018 ("Plan A"), recorded herewith and a reduced copy of which is attached hereto, which parcel is a portion of the property located at 113 Church Street;
- (b) The parcel of land shown as "Permanent Easement 1,250± Sq.Ft." on a plan entitled "Easement Plan of Land Pumping Station 24 Church Street Harwich, MA", dated October 30, 2018 ("Plan B"), recorded herewith and a reduced copy of which is attached hereto, which parcel is a portion of the property located at 24 Church Street;
- (c) The parcel of land shown as "Permanent Easement 1,922± Sq.Ft." on a plan entitled "Easement Plan of Land Pumping Station 246 Chatham-Brewster Road Harwich, MA", dated November 16, 2018 ("Plan C"), recorded herewith and a reduced copy of which is attached hereto, which parcel is a portion of the property located at 246 Route 137;

- (d) The parcel of land shown as “Utility Easement 746± S.F.” on a plan entitled “Easement Plan of Land Pumping Station 1404 Orleans Road & Spence’s Trace Harwich, MA”, dated November 13, 2018 (“Plan D”), recorded herewith and a reduced copy of which is attached hereto, which parcel is a portion of the property located at 1404 Orleans Road; and
- (e) The parcel of land shown as “Utility Easement 114± S.F.” on Plan D, which parcel is a portion of Spence’s Trace, a private way.

2. Permanent easements for the construction, installation, maintenance, improvement, repair, replacement and/or relocation of subsurface sanitary sewer force mains, gravity sewer lines, pipes, and related appurtenances and facilities and limited surface limited improvements such as manholes and vents, all as may be necessary or convenient to establish a public sewerage system, in, on and under the following parcels of land in the Town of Harwich (collectively, the “Permanent Cross-Country Easement “Premises”) and shown on plans prepared by SMC Surveying and Mapping Consultants:

- (a) The parcels of land shown as “20’ Wide Utility Easement 2,879 S.F.±” and “20’ Wide Utility Easement 16,710 S.F.±” on a plan entitled “Easement Plan of Land Stop & Shop Plaza Orleans-Harwich Road & Chatham-Brewster Road Harwich MA”, dated February 4, 2019 (“Plan E”), recorded herewith and a reduced copy of which is attached hereto, which parcels are a portion of the property located at 111 Route 137;
- (b) The parcel of land shown as “20’ Wide Utility Easement 2,190 S.F.±” on Plan E, which parcel is a portion of the property located at 129 Route 137; and
- (c) The parcel of land shown as “15’ Wide Utility Easement 11,982 S.F.±” on a plan entitled “Easement Plan of Land 1421 Orleans Harwich Road (Route 39) Harwich, MA”, dated February 6, 2019 (“Plan F”), recorded herewith and a reduced copy of which is attached hereto, which parcel is a portion of the property located at 1421 Orleans Road.

3. Temporary easements for construction purposes, including, without limitation, grading land, constructing, installing, placing, operating, improving, maintaining, repairing, replacing, relocating, realigning and/or reconstructing the foresaid sewer facilities within the Permanent Easement Premises (and, for the temporary easement set forth in subsection (i) below, within the layout of Huckleberry Path, a public way), slopes of excavation and/or embankment, walls, landscaping, loaming, planting trees, seeding, paving, and/or erosion control, which temporary construction easements shall terminate automatically two (2) years from the date on which this Order of Taking is recorded/filed with the Barnstable Registry of Deeds without the necessity of recording/filing any instrument with said Deeds (provided that nothing herein shall affect the permanent easements taken pursuant hereto), in, on and under the following parcels of land (collectively, the “Temporary Easement Premises”):

- (a) The parcel of land shown as “Temporary Easement 655+ Sq.Ft.” on Plan A, which parcel is a portion of the property located at 113 Church Street;

- (b) The parcel of land shown as “Temporary Easement 1,725± Sq.Ft.” on Plan B, which parcel is a portion of the property located at 24 Church Street;
- (c) The parcel of land shown as “Temporary Easement 1,436± Sq.Ft.” on Plan C, attached hereto and recorded herewith, which parcel is a portion of the property located at 246 Route 137;
- (d) The parcel of land shown as “Temporary Construction Easement 497± S.F.” on Plan D, which parcel is a portion of the property located at 1404 Orleans Road;
- (e) The parcels of land shown as “Temporary Construction Easement 16± S.F.” and “Temporary Construction Easement 28± S.F.” on Plan D, which parcels are portions of Spence’s Trace, a private way;
- (f) The parcels of land shown as “10’ Wide Temporary Construction Easement 1,379 S.F.±” and “10’ Wide Temporary Construction Easement 810 S.F. ±” on Plan E, which parcels are portions of the property located at 129 Route 137;
- (g) The parcels of land shown as “10’ Wide Temporary Construction Easement 1,249 S.F.±”, “10’ Wide Construction Easement 1,630 S.F.±”, “20’ Wide Temporary Construction Easement 13,368 S.F.±” and “Temporary Construction Easement 5,330 S.F.±” on Plan E, which parcels are portions of the property located at 111 Route 137;
- (h) The parcel of land shown as “10’ Wide Temporary Construction Easement 7,806 S.F.±” on Plan F, which parcel is a portion of the property located at 1421 Orleans Road; and
- (i) The parcel of land shown as “Temporary Easement 273± Sq.Ft.” on a plan of land entitled “Easement Plan of Land Huckleberry Path Harwich, MA”, prepared by CDM Smith, Inc., dated November 16, 2018, as revised (“Plan G”), recorded herewith and a reduced copy of which is attached hereto, which parcel is a portion of the property located at 36 Huckleberry Path, for sewer facilities to be installed within Huckleberry Path.

The Town shall have the right to enter upon and pass over the Permanent Sewer Pump Easement Premises, the Permanent Cross-Country Easement Premises, and the Temporary Easement Premises (collectively, the “Easement Premises”) from time to time, by foot, vehicle, or heavy equipment, for any and all purposes stated herein and uses necessary or incidental thereto, including, without limitation, using and temporarily storing, as needed, construction equipment, materials or other incidental items within the Easement Premises for the purposes set forth herein. All sewer pump stations and other sewer facilities installed by the Town shall be and remain the property of the Town. No permanent or temporary buildings, structures, utilities and/or other facilities shall be constructed, installed, maintained and/or placed upon the Permanent Easement Premises by any party other than the Town without the prior written consent of the Town.

The taking includes the right of the Town to remove any buildings, structures, objects, utilities, other facilities and/or vegetation (including trees and shrubs) now or hereafter located within the Easement Premises whenever their removal shall be necessary or convenient to exercise the rights taken hereunder and/or for the purposes set forth herein. Utilities and related structures and/or facilities located within the Easement Premises that are owned by private utility companies and easements held by private utility companies are not taken.

The land affected by the herein taking are owned or supposedly owned by the owners listed in Schedule A, attached hereto and incorporated within. If in any instance the name of any owner is not correctly stated in Schedule A, it is understood that in such instance the land referred to is owned by an owner or owners unknown to us.

The amount awarded as damages to the Owner or Owners of the parcels in accordance with the provisions of G.L. c.79, §6, as amended, and to any other person or corporation having an interest therein, is set forth on Schedule B attached hereto and incorporated herein, but which shall not be recorded with the Barnstable Registry of Deeds

Betterments are not to be assessed under this taking.

[signature page follows]

IN WITNESS WHEREOF, the Board of Selectmen of the Town of Harwich, set our hands and seal on this 17th day of June, 2019.

TOWN OF HARWICH,
By its Board of Selectmen

THE COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 17th day of June, 2019, before me, the undersigned notary public, personally appeared _____, member of the Harwich Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/they signed it voluntarily for its stated purpose on behalf of the Town of Harwich.

Notary Public
My Commission Expires:

638929/HARW/0207

TOWN OF HARWICH

SCHEDULE A

LIST OF OWNERS

Easement	Record Owner	Property Address (Harwich, MA)	Deed References
“Permanent Easement 1,922± Sq.Ft.” and “Temporary Easement 1,436± Sq.Ft.”	Muriel L. Woodland	246 Route 137	Book 10297, Page 6
Utility Easement 746± S.F.” and “Temporary Construction Easement 497± S.F”	JP Hattrick LLC	1404 Orleans Road	Certificate of Title No. 182037 (Lot 4 on Land Court Plan No. 35538B), and Book 21672, Page 305 (Lot 1, Plan Book 579, Page 27)
“Utility Easement 114± S.F.”, “Temporary Construction Easement 16± S.F” and “Temporary Construction Easement 28± S.F”	Paul Cuddy, Trustee, Sylvester Realty Trust, u/d/t dated February 1, 2001, filed as Doc. No. 934978	Spence’s Trace	Certificate of Title No. 170177 (Lot 3 on Land Court Plan No. 35538B)
“Permanent Easement 1,785± Sq.Ft.” and “Temporary Easement 655± Sq.Ft.”	Donald J. Gorman and Sonya B. Gorman; Estate of Mary L. Rogers and Estate of Emma P. Cahoon	113 Church Street	Book 6159, Page 325
“Permanent Easement 1,250± Sq.Ft.” and “Temporary Easement 1,725± Sq.Ft.”	Steven Jalbert and Laurie Jalbert	24 Church Street	Certificate of Title No. 177915 (Lots 10 and 11, Land Court Plan No. 35669B)

<p>“15’ Wide Utility Easement 11,982 S.F.±” and “10’ Wide Temporary Construction Easement 7,806 S.F.±”</p>	<p>Linear Retail Harwich #1 LLC</p>	<p>1421 Orleans Road</p>	<p>Certificate of Title No. 184948 (Lot 2, Land Court Plan No. 31142A), and Book 22581, Page 262</p>
<p>“20’ Wide Utility Easement 2,190 S.F.±”, “10’ Wide Temporary Construction Easement 1,379 S.F.±”, and “10’ Wide Temporary Construction Easement 810 S.F.±”</p>	<p>Cape Cod Five Cents Savings Bank</p>	<p>129 Route 137</p>	<p>Certificate of Title No. 119032 (Lot 67, Land Court Plan No. 39774H)</p>
<p>“20’ Wide Utility Easement 2,879 S.F.±” “20’ Wide Utility Easement 16,710 S.F.±”, “10’ Wide Temporary Construction Easement 1,249 S.F.±”, “10’ Wide Construction Easement 1,630 S.F.±”, “20’ Wide Temporary Construction Easement 13,368 S.F.±” and “Temporary Construction Easement 5,330 S.F.±”</p>	<p>WJG Realty Company, LLC</p>	<p>111 Route 137</p>	<p>Certificate of Title No. 126299 (Lot 65, Land Court Plan No. 39774F, and Lot 66, Land Court Plan No. 39774H)</p>
<p>“Temporary Easement 273± Sq.Ft.”</p>	<p>Robert A. Adams and Jean S. Adams</p>	<p>36 Huckleberry Path</p>	<p>Book 2819, Page 307</p>

SCHEDULE B

SCHEDULE OF DAMAGES

Easement	Record Owner	Property Address (Harwich, MA)	Damages
“Permanent Easement 1,922± Sq.Ft.” and “Temporary Easement 1,436± Sq.Ft.”	Muriel L. Woodland	246 Route 137	\$5,000.00
Utility Easement 746± S.F.” and “Temporary Construction Easement 497± S.F”	JP Hattrick LLC	1404 Orleans Road	\$6,000.00
“Utility Easement 114± S.F.”, “Temporary Construction Easement 16± S.F” and “Temporary Construction Easement 28± S.F”	Paul Cuddy, Trustee, Sylvester Realty Trust, u/d/t dated February 1, 2001, filed as Doc. No. 934978	Spence’s Trace	\$30.00
“Permanent Easement 1,785± Sq.Ft.” and “Temporary Easement 655± Sq.Ft.”	Donald J. Gorman and Sonya B. Gorman; Estate of Mary L. Rogers and Estate of Emma P. Cahoon	113 Church Street	\$8,000.00
“Permanent Easement 1,250± Sq.Ft.” and “Temporary Easement 1,725± Sq.Ft.”	Steven Jalbert and Laurie Jalbert	24 Church Street	\$5,500.00

<p>“15’ Wide Utility Easement 11,982 S.F.±” and “10’ Wide Temporary Construction Easement 7,806 S.F.±”</p>	<p>Linear Retail Harwich #1 LLC</p>	<p>1421 Orleans Road</p>	<p>\$0</p>
<p>“20’ Wide Utility Easement 2,190 S.F.±”, “10’ Wide Temporary Construction Easement 1,379 S.F.±”, and “10’ Wide Temporary Construction Easement 810 S.F.±”</p>	<p>Cape Cod Five Cents Savings Bank</p>	<p>129 Route 137</p>	<p>\$0</p>
<p>“20’ Wide Utility Easement 2,879 S.F.±” “20’ Wide Utility Easement 16,710 S.F.±”, “10’ Wide Temporary Construction Easement 1,249 S.F.±”, “10’ Wide Construction Easement 1,630 S.F.±”, “20’ Wide Temporary Construction Easement 13,368 S.F.±” and “Temporary Construction Easement 5,330 S.F.±”</p>	<p>WJG Realty Trust</p>	<p>111 Route 137</p>	<p>\$0</p>
<p>“Temporary Easement 273± Sq.Ft.”</p>	<p>Robert A. Adams and Jean S. Adams</p>	<p>36 Huckleberry Path</p>	<p>\$0</p>

CERTIFICATE AS TO TITLE TO PROJECT SITE

I, KP Law, P.C., representing the Town of Harwich, Massachusetts, herein called the Applicant, as title counsel, do hereby certify:

1. That I have been informed by the Applicant as to the location of the sites being provided by the Applicant for all elements (treatment plant, interceptors, outfalls, pumping stations, force mains, and appurtenances) of the water pollution abatement project for which State Financial Assistance has been offered, identified as CWSRF-4424 (the "Project"), which sites consist of the parcels of land identified in Addendum A (the "Project Site").
2. That, based solely on the deeds to the Town and not on title research, it is my opinion that the Applicant has or will acquire a legal and valid fee simple title or other estate or interest in the Project Site, including easements and right-of-ways, as are necessary for undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project, subject to the matters set forth in the Addendum A attached hereto and incorporated herein;
3. That any deeds or documents required to be recorded in order to protect the title of the owner and the interests of the Applicant have been or will be duly recorded or filed for record wherever necessary with reference to Contracts WW-001 and WW-002, inclusive, subject to the matters set forth in the Addendum A attached hereto and incorporated herein.
4. See Addendum A attached hereto.

Dated as of this _____ day of June, 2019.

Kopelman and Paige, P.C.
Town Counsel
101 Arch Street
Boston, MA 02110
(617) 556-0007

ADDENDUM A TO
CERTIFICATE OF COUNSEL
AS TO TITLE TO PROJECT SITE

I. My opinion is based on review of the following documents.

1. PROJECT SITES.

The Project Sites consist of the following parcels of land in Harwich (collectively, the “Project Site”):

- (a) *Public Ways.* The public ways identified in the Town Clerk’s Certificate, attached hereto;
- (b) *Private Ways.* Privately-owned roadways known as Alexander’s Chase, Auston Road, Chicadee Lane, Chrisjobeth Circle, Johanna’s Path, Landron Way, Old Salty Lane, Reliance Way, Sadie’s Way, Spence’s Trace, and Spruce Grove, as set forth more particularly in the Order of Taking dated _____, 2019 and recorded with the Barnstable Registry of Deeds in Book _____, Page _____, and filed with the Barnstable Registry District of the Land Court as Document No. _____, a copy of which is enclosed herewith; and
- (c) *Private Land.* The parcels of privately-owned properties located at 246 Route 137; 111 Route 137; 129 Route 137; 1404 Orleans Road; Spence’s Trace; 113 Church Street; 24 Church Street; and 1421 Orleans Road, as set forth more particularly in the Order of Taking dated _____, 2019 and recorded with the Barnstable Registry of Deeds in Book _____, Page _____, and filed with the Barnstable Registry District of the Land Court as Document No. _____, a copy of which is enclosed herewith.

2. CERTIFICATES OF TOWN CLERK AND TOWN ADMINISTRATOR. Certification by the Town Clerk of the Town of Harwich and the Harwich Town Administrator as to public ways, attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein.

3. CERTIFICATE OF PROJECT ENGINEER. Certification by the Project Engineer as to the location of the Project Sites, attached hereto as Exhibit C and incorporated herein.

II. EXCEPTIONS.

No Certification is made to the following which are not matters of record at the Barnstable Registry of Deeds (the “Registry”):

- 1. Any matter preceding a title examination of the record title, any irregularity not readily apparent within the foregoing records, and, in case of Registered Land, any matter excepted by Chapter 185, Section 46;

2. Any facts, rights, interests or claims which are not duly shown by the public records at the Registry;
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts, rights or interest which a correct and complete survey would disclose;
4. Any lien, or right to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not duly shown by the public records at the Registry;
5. Any law, ordinance, by-laws or other governmental regulations affecting, restricting, prohibiting or otherwise regulating the occupancy, use or enjoyment of the Project Site, the character, dimensions or location of any present or future improvement now existing or hereafter planned for the Project Site, or a separation in ownership or change in the dimensions or area of the Project Site (including, without limiting the generality of the foregoing, zoning laws, state building code, wetlands protection act, subdivision control laws, lead paint laws, health laws, sewage disposal laws, historic districts, and pollution control laws);
6. Such facts as may be revealed by a personal inspection; and
7. Rights of tenants, lessees or occupants.

III. ENCUMBRANCES

The privately-owned parcels of land that are referred to in Section I.1(c)) and comprise the Project Site are subject to or affected by the following encumbrances and other matters of record at the Registry:

1. *1404 Orleans Road/JP Hattrick, LLC*: Easements (rights in ditch and cart road, access easement held by the Town of Harwich);
2. *1421 Orleans Road/Linear Retail Harwich #1 LLC*: Mortgage and Assignment of Leases and Rents to TD Bank, N.A.; UCC Financing Statement; Notice of Lease; Subordination, Non-Disturbance and Attornment Agreement; Notice of Decision; and easements/takings (*recorded land*);
3. *1421 Orleans Road/Linear Retail Harwich #1 LLC*: Mortgage, Assignment of Leases and Rents, and Assignment and Assumption Agreement to and with Sun Life Assurance Company of Canada; Mortgage and Assignment of Leases and Rents to TD Bank, N.A.; UCC Financing Statement; easements (county roadway and sidewalk easement held by Town); Subordination, Non-Disturbance and Attornment Agreement; Notice of Lease; restriction (on facility design flow); and Notice of Decisions (*registered land*);
4. *24 Church Street/Steven and Laurie Jalbert*: Mortgages to World Savings Bank, FSB, National City Bank, and CIT Corp. (d/b/a Hinckley Home Center); executions; Declaration of Homestead; executions; and federal tax lien
5. *113 Church Street/Donald and Sonya Gorman*: Declaration of Homestead;

6. *111 Route 137/WJG Realty Company, LLC*: Mortgages to United States Trust Company and Grove Bank for Savings; declaration of trust and amendments; easements (access and utility); restrictions and covenants; and Notice of Decisions;
7. *129 Route 137/Cape Cod Five Cents Savings Bank*: Easement (utility);
8. *246 Route 137/Muriel Woodland*: Taking (Town of Harwich); and
9. *Spence's Trace/Paul Cuddy, Trustee*: Easements (water easement held by Town and access easement).

IV. PUBLIC WAYS

Title research has been done on the portions of the Project Site that consist of the privately-owned parcels of land and the private ways. My opinion as to the public ways is based entirely on the Town Clerk's Certificate. To the extent that there are no deeds or easements for the public ways that comprise the Project Site, the Applicant has a valid claim of title by adverse possession based on the Town's open, exclusive, adverse, and notorious use of such ways continuously for more than twenty (20) years. G.L. c. 260, §21 states that an action to recover title to property must be commenced within twenty (20) years after the right of action or of entry first accrued. The Town has used these rights-of-ways for more than twenty (20) years. Further, The Town has the right under the provisions of G.L. c. 83, §§1 and 3 to lay out, construct, maintain and operate common sewers in public or private ways within the territorial limits of the Town. That section also authorizes the Town to "take by eminent domain under chapter seventy-nine, or acquire by purchase or otherwise, any lands, rights of way or easements, public or private...necessary for accomplishing any purpose mentioned in this section [that is, to lay out, construct, maintain and operate a system or systems of sewerage and sewage treatment and disposal], and may construct such sewers...under or over any...public way...and any private land, public way or railroad location" for such purposes.

EXHIBIT A

TOWN OF HARWICH
TOWN CLERK'S CERTIFICATE

PUBLIC WAYS

Upon a due and diligent search of the available records of the Town of Harwich (the "Town"), I certify that the following roadways have been laid out and accepted by Harwich Town Meeting as public ways and/or are County ways:

Contract 1:

<u>Roads</u>	<u>Layout</u>
• Ellis Drive	Town Way
• White Pine Circle	Town Way
• Herndon Road	Town Way
• Compass Drive	Town Way
• Halls Path	Town Way
• Sherwood Road	Town Way
• Partridge Lane	Town Way
• Round Cove Road	Town Way
• Somerset Road	Town Way
• Old Heritage Way	Town Way
• Liberty Trail	Town Way

Contract 2:

<u>Roads</u>	<u>Layout</u>
• Harden Lane	Town Way
• Nor'East Drive	Town Way
• Sou'West Drive	Town Way
• Sugar Hill Drive	Town Way
• Deer Meadow Road	Town Way
• Marsh View Road	Town Way
• Tern Road	Town Way
• Locust Grove Road	Town Way
• Nickerson Road	Town Way
• Whidah Drive	Town Way
• Fredericksburg Avenue	Town Way
• Williamsburg Avenue	Town Way
• Vicksburg Avenue	Town Way
• Old Carriage Drive	Town Way

[signature page follows]

Signed and sworn to on this 14th day of June, 2019.



Anita N. Doucette, Town Clerk
Town of Harwich

664535/HARWWTR/0001

EXHIBIT B

TOWN OF HARWICH
TOWN ADMINISTRATOR'S CERTIFICATE

PUBLIC WAYS

Upon a due and diligent search of the available records of the Town of Harwich (the "Town"), I certify that the following roadways have been used by members of the public and maintained by the Town as public ways for over 20 years and/or are County ways:

Contract 1:

Roads

- Brewster Chatham Road (Route 137)
- Orleans Harwich Road (Route 39)
- Cemetery Road (a/k/a Pine Grove Road)

Layout

County Way
County Way
Town Way (maintained as public)

Contract 2:

Roads

- Church Street
- Continental Drive
- Bay Road
- Huckleberry Path

Layout

County Way
Town Way (maintained as public)
Town Way (maintained as public)
Town Way (maintained as public)

Signed and sworn to on this _____ day of _____, 2019.



Christopher Clark, Town Clerk
Town of Harwich

EXHIBIT C

TOWN OF HARWICH
CERTIFICATE OF PROJECT ENGINEER AS TO PROJECT SITE

We hereby certify to KP Law, P.C., with respect to the project site being provided by the Applicant for all elements (treatment plant, interceptors, outfalls, pumping stations, force mains, and appurtenances) of the water pollution abatement project for which State Financial Assistance has been offered, identified as CWSRF-4424 (the "Project"), that:

- a. The public ways, the private ways, and the privately-owned parcels identified in the Certificate as to Title to the Project Site issued by KP Law, P.C. ("Certificate of Title") for this Project are the locations of the Project Site being provided by the Applicant for all elements of the Project;
- b. The Town has acquired continuous and adequate rights of way needed for the construction and operation of the Project for the estimated life of the Project; and
- c. No other land, easements or rights of way are necessary for the construction, operation and maintenance of the Project as currently proposed, in addition to those described in subsections (a) and (b) above, subject to the information in the Addendum to the Certificate as to Title.

KP Law, P.C. may rely on this certification in issuing its Certificate as to Title to the Project Site to the Department of Environmental Protection.

Signed and sworn to this 12th day of June, 2019.

Project Engineer:

CDM Smith

By: David R. Young
Name: David R. Young
Title: Vice President



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

June 11, 2019

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

Subject: Town of Harwich, Massachusetts
Sewerage Works Improvements, Phase 2 Contract No. 1
Project No. CWSRF – 4424/1

Dear Mr. Clark:

On Thursday, May 23, 2019, at 2:00 p.m., four general bids were received, opened, and read aloud in the Office of the Board of Selectmen located at 732 Main Street Harwich, MA for the construction of the above-referenced project. The total bid prices received were as follows:

<u>Bidder</u>	<u>Total Base Bid</u>
Robert B. Our, Inc.	\$11,368,663.48
RJV Construction Corp.	\$11,764,616.95
Revoli Construction Co., Inc.	\$11,787,833.20
P. Gioioso and Sons, Inc.	\$12,375,463.25

A copy of the bid tabulation is attached.

The low bidder for the project is Robert B. Our Co., Inc. (RBO) based in Harwich, Massachusetts. The firm's Bonding Company for the project is Fidelity and Deposit Company of Maryland. This bonding company will be providing the payment and performance bonds for the project. It is noted that RBO has a single contract bonding capacity of \$40M and an aggregate bonding capacity of \$85M. RBO has been a client of The Cooperative Bank of Cape Cod for 10 years and the bank's reference stated that RBO is a valued customer in good standing.

RBO has completed multiple sewerage construction projects similar in size and cost to the Town of Harwich Contract No. 1 project, including a \$12,563,144 sewer expansion project in Nantucket, Massachusetts; a \$3,239,345 sewer expansion project in Chatham, Massachusetts; and a \$21,646,359 sewer expansion project in Falmouth, Massachusetts. In addition to these completed projects, RBO has an ongoing \$26,330,214 wastewater collection system project in Provincetown, Massachusetts.





Mr. Christopher Clark
Town Administrator
June 11, 2019
Page 2

The references contacted indicated that RBO performed quality work, with a knowledgeable and responsive work force, and had the resources necessary to successfully complete the projects.

It appears, based on this evaluation and the Town's previous experience, that RBO has the qualifications and resources necessary to complete the work under this contract, and we recommend award. We note that the bid price is more than estimated and will continue to work with the Town to determine the best path forward regarding bidding Contract No. 2.

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

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

Very truly yours,

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

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

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

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2
CONTRACT NO. 1
PROJECT NO. CWSRF - 4424/1

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ in the year 2019 by and Between the Town of Harwich, Massachusetts acting through its Board of Selectmen hereinafter called OWNER and _____ with legal address and principal place of business at _____ hereinafter called CONTRACTOR. OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 011000.

ARTICLE 2. ENGINEER

2.1 The Project has been designed by CDM Smith Inc., 260 West Exchange Street, Suite 300, Providence, RI 02903 who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Contract Time shall be 730 Calendar Days, except final paving, which shall be completed by November 2021, commencing twenty days following the Effective Date of this Agreement.

3.2 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE

4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the Contract Price agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

4.2 As per MassDEP's Policy Memorandum No.10 - the agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall be _____ percent.

accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.6 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS

9.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

9.1.1 Invitation To Bid.

9.1.2. Instructions To Bidders.

9.1.3 Bid Form.

9.1.4 This Agreement.

9.1.5 Performance Bond, EJCDC Document C-610, 2013 edition, Payment Bond, EJCDC Document C-615, 2013 edition, and other required Bonds.

9.1.6 General Conditions, EJCDC Document No. C-700, 2013 edition.

9.1.7 Supplementary Conditions Parts I and II.

9.1.8 Specifications (as listed in Table of Contents).

9.1.9 Drawings as listed in the List of Drawings and dated May 2019.

9.1.10 Addenda numbers _____ to _____, inclusive.

9.1.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in Article 1 of the Conditions of the Contract shall have the meanings assigned in the Conditions of the Contract.

10.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written

4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230.
6. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The CONTRACTOR will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or a vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970.]

11.3 The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

ARTICLE 12. AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

12.1 The Contractor acknowledges to and for the benefit of the City of _____ ("Purchaser") and the _____ (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

END OF DOCUMENT 005200

BID FORM
TO
TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2
CONTRACT NO. 1
PROJECT NO. CWSRF - 4424/1

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as prepared by CDM Smith Inc., 260 West Exchange Street, Suite 300, Providence, Rhode Island 02903 and dated May 2019 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

The time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids and where Federal approved is required, the time period for holding bids is 30 days, Saturdays, Sundays and holidays excluded after Federal approval.

The Bid Security accompanying this Bid shall be in the amount of five percent of the Bid.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within thirty days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to Owner. The premiums for all Bonds required shall be paid by Contractor and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of Owner if the Bidder fails to execute the Agreement as stated above.

The Bid Security shall be sealed in a separate envelope from the Bid and then attached to the envelope containing the Bid.

The undersigned hereby agrees that the Contract Time shall commence twenty days following the Effective Date of the Agreement and to fully complete the Work within 730 Calendar Days, except final paving, which shall be completed by November 2021 and in accordance with the terms as stated in the Agreement. The undersigned further agrees to pay Owner, as liquidated damages, \$2,000 per day for each calendar day beyond the Contract Time Limit or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

The undersigned acknowledges receipt of addenda numbered:

N/A

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required at the prices listed as follows:

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS, PHASE 2 CONTRACT NO.1
PROJECT NO. CWSRF - 4424/1

Item No.	Estimated Quantity	Brief Description of Items with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
1a	1,450 lin. ft.	Furnish and install 18-in DI sewer pipe including excavation and backfill, all depths <u>Six Hundred Dollars and Zero Cents</u> per linear foot	\$ <u>600.00</u>	\$ <u>870,000.00</u>
1b	450 lin. ft.	Furnish and install 18-in PVC sewer pipe including excavation and backfill, 0 to 12-ft depth <u>One Hundred Twenty Eight Dollars and Zero Cents</u> per linear foot	\$ <u>128.00</u>	\$ <u>57,600.00</u>
1c	1,400 lin. ft.	Furnish and install 18-in PVC sewer pipe including excavation and backfill, at depths greater than 12-ft up to 16-ft deep <u>One Hundred Eighty Three Dollars and Zero Cents</u> per linear foot	\$ <u>183.00</u>	\$ <u>256,200.00</u>
1d	750 lin. ft.	Furnish and install 18-in PVC sewer pipe including excavation and backfill, at depths greater than 16-ft up to 20-ft deep <u>Two Hundred Eighty Three Dollars and Zero Cents</u> per linear foot	\$ <u>283.00</u>	\$ <u>212,250.00</u>
1e	150 lin. ft.	Furnish and install 18-in PVC sewer pipe including excavation and backfill, at depths greater than 20-ft <u>Three Hundred Seventy Eight Dollars and Zero Cents</u> per linear foot	\$ <u>378.00</u>	\$ <u>56,700.00</u>
1f	950 lin. ft.	Furnish and install 12-in PVC sewer pipe including excavation and backfill, 0 to 12-ft depth <u>One Hundred Eleven Dollars and Zero Cents</u> per linear foot	\$ <u>111.00</u>	\$ <u>105,450.00</u>

Subtotal Page 004113-2 \$ 1,558,200.00

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS, PHASE 2 CONTRACT NO. 1
PROJECT NO. CWSRF - 4424/1

Item No.	Estimated Quantity	Brief Description of Items with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
1g	550 lin. ft.	Furnish and install 12-in PVC sewer pipe including excavation and backfill, at depths greater than 12-ft up to 16-ft deep One Hundred Sixty Five Dollars and Zero Cents per linear foot	\$ 165.00	\$ 90,750.00
1h	150 lin. ft.	Furnish and install 12-in PVC sewer pipe including excavation and backfill, at depths greater than 16-ft Two Hundred Eighty Seven Dollars and Zero Cents per linear foot	\$ 287.00	\$ 43,050.00
1i	450 lin. ft.	Furnish and install 10-in PVC sewer pipe including excavation and backfill, 0 to 12-ft depth One Hundred Six Dollars and Zero Cents per linear foot	\$ 106.00	\$ 47,700.00
1j	800 lin. ft.	Furnish and install 10-in PVC sewer pipe including excavation and backfill, at depths greater than 12-ft One Hundred Sixty Seven Dollars and Zero Cents per linear foot	\$ 167.00	\$ 133,600.00
1k	14,550 lin. ft.	Furnish and install 8-in PVC sewer pipe including excavation and backfill, 0 to 12-ft depth Sixty Six Dollars and Zero Cents per linear foot	\$ 66.00	\$ 960,300.00
1l	4,300 lin. ft.	Furnish and install 8-in PVC sewer pipe including excavation and backfill, at depths greater than 12-ft up to 16-ft deep One Hundred Sixteen Dollars and Zero Cents per linear foot	\$ 116.00	\$ 498,800.00

Subtotal Page 004113-3 \$ 1,774,200.00

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS, PHASE 2 CONTRACT NO.1
PROJECT NO. CWSRF - 4424/1

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items with Unit Bid Price in Words</u>	<u>Unit Bid In Figures</u>	<u>Amount In Figures</u>
1m	450 lin. ft.	Furnish and install 8-in PVC sewer pipe including excavation and backfill, at depths greater than 16-ft <u>Three Hundred Seventy Nine Dollars and Zero Cents</u> per linear foot	\$ <u>379.00</u>	\$ <u>170,550.00</u>
1n	1,700 lin. ft.	Furnish and install 6-in DI force main pipe including excavation and backfill, all depths <u>Fifty Three Dollars and Zero Cents</u> per linear foot	\$ <u>53.00</u>	\$ <u>90,100.00</u>
1o	1,350 lin. ft.	Furnish and install 4-in DI force main pipe including excavation and backfill, all depths <u>Sixty One Dollars and Zero Cents</u> per linear foot	\$ <u>61.00</u>	\$ <u>82,350.00</u>
1p	200 lin. ft.	Furnish and install 4-in DI force main pipe with Protecto 401 lining including excavation and backfill, all depths <u>Seventy Seven Dollars and Zero Cents</u> per linear foot	\$ <u>77.00</u>	\$ <u>15,400.00</u>
1q	6,900 lin. ft.	Furnish and install 6-in PVC and DI sewer service pipe including excavation and backfill, all depths <u>Fifty Two Dollars and Zero Cents</u> per linear foot	\$ <u>52.00</u>	\$ <u>358,800.00</u>
1r	275 ea.	Furnish and install 6-in PVC wye branches or 6-in DI tees <u>Four Hundred Seventy Five Dollars and Zero Cents</u> each	\$ <u>475.00</u>	\$ <u>130,625.00</u>

Subtotal Page 004113-4 \$ 847,825.00

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS, PHASE 2 CONTRACT NO.1
PROJECT NO. CWSRF - 4424/1

Item No.	Estimated Quantity	Brief Description of Items with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
1s	100 vert. ft.	Furnish and install PVC internal drop connections including fittings, all types and sizes One Hundred Sixty Dollars and Zero Cents per vertical foot	\$ <u>160.00</u>	\$ <u>16,000.00</u>
1t	375 vert. ft.	Furnish and install 6-in DI chimneys including fittings One Hundred Fifty Five Dollars and Zero Cents per vertical foot	\$ <u>155.00</u>	\$ <u>58,125.00</u>
2a	1,550 vert. ft.	Furnish and install 4-ft diameter precast concrete sewer manholes Five Hundred Nine Dollars and Zero Cents per vertical foot	\$ <u>509.00</u>	\$ <u>788,950.00</u>
2b	250 vert. ft.	Furnish and install 5-ft diameter precast concrete sewer manholes Three Hundred Ninety Two Dollars and Zero Cents per vertical foot	\$ <u>392.00</u>	\$ <u>98,000.00</u>
2c	2 ea.	Furnish and install automatic air release/vacuum valve precast concrete manholes including valves and fittings Thirteen Thousand One Hundred Ninety Five Dollars and Zero Cents each	\$ <u>13,195.00</u>	\$ <u>26,390.00</u>
2d	1 ea.	Furnish and install precast concrete force main cleanout manhole including fittings Fifteen Thousand Dollars and Zero Cents each	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
2e	L.S.	Furnish and install precast concrete meter manhole including Parshall flume and appurtenances Eighty Nine Thousand Dollars and Zero Cents lump sum		\$ <u>89,000.00</u>

Subtotal Page 004113-5 \$ 1,091,465.00

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS, PHASE 2 CONTRACT NO.1
PROJECT NO. CWSRF - 4424/1

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items with Unit Bid Price in Words</u>	<u>Unit Bid In Figures</u>	<u>Amount In Figures</u>
3	200 lin. ft.	Miscellaneous drain pipe replacements, all sizes <u>Ten Dollars and Zero Cents</u> per linear foot	\$ <u>10.00</u>	\$ <u>2,000.00</u>
4a	20 vert. ft.	Furnish and install precast concrete drain manholes <u>Zero Dollars and One Cent</u> per vertical foot	\$ <u>0.01</u>	\$ <u>0.20</u>
4b	50 vert. ft.	Furnish and install precast concrete catch basins <u>Zero Dollars and One Cent</u> per vertical foot	\$ <u>0.01</u>	\$ <u>0.50</u>
5a	200 lin. ft.	Miscellaneous water main replacements, all sizes <u>Fifty Dollars</u> per linear foot	\$ <u>50.00</u>	\$ <u>10,000.00</u>
5b	200 lin. ft.	Additional payment for miscellaneous water main replacements over the established price, all sizes <u>Twenty Five Dollars and Zero Cents</u> per linear foot	\$ <u>25.00</u>	\$ <u>5,000.00</u>
5c	50 lbs	Furnish and install DI fittings <u>Six Dollars and Zero Cents</u> per pound	\$ <u>6.00</u>	\$ <u>300.00</u>
5d	500 lin. ft.	Furnish, install and remove 2-in and 4-in temporary water pipe <u>Twenty Seven Dollars and Zero Cents</u> per linear foot	\$ <u>27.00</u>	\$ <u>13,500.00</u>

Subtotal Page 004113-6 \$ 30,800.70

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS, PHASE 2 CONTRACT NO.1
PROJECT NO. CWSRP - 4424/1

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items with Unit Bid Price in Words</u>	<u>Unit Bid In Figures</u>	<u>Amount In Figures</u>
5e	1 ea.	Furnish and install 10-in to 16 -in gate valves with boxes and covers <u>Zero Dollars and One Cent</u> each	\$ <u>0.01</u>	\$ <u>0.01</u>
5f	2 ea.	Furnish and install 6-in to 8-in gate valves with boxes and covers <u>Zero Dollars and One Cent</u> each	\$ <u>0.01</u>	\$ <u>0.02</u>
5g	2 ea.	Furnish and install hydrant, anchoring tee and elbow, 6-in gate valves with boxes and covers, 6-in DI pipe and all appurtenances <u>Three Thousand Dollars and Zero Cents</u> each	\$ <u>3,000.00</u>	\$ <u>6,000.00</u>
5h	5 ea. pair	Furnish and install corporation cocks and curb stops with boxes, including excavation and backfill <u>One Thousand Three Hundred Sixty Dollars and Zero Cents</u> each pair	\$ <u>1,360.00</u>	\$ <u>6,800.00</u>
5i	100 lin. ft.	Furnish and install polyethylene water service tubing, all sizes including excavation and backfill <u>Nine Dollars and Zero Cents</u> per linear foot	\$ <u>9.00</u>	\$ <u>900.00</u>
6a	L.S.	Furnish and install Route 137 Pumping Station with on-site generator <u>Eight Hundred Eighty One Thousand Nine Hundred Sixteen Dollars and Zero Cents</u> lump sum		\$ <u>881,916.00</u>
6b	L.S.	Furnish and install Spence's Trace Pumping Station with on-site generator <u>Eight Hundred Sixteen Thousand Four Hundred Eighty Four Dollars and Zero Cents</u> lump sum		\$ <u>816,484.00</u>

Subtotal Page 004113-7 \$ 1,712,100.03

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS, PHASE 2 CONTRACT NO.1
PROJECT NO. CWSRF - 4424/1

Item No.	Estimated Quantity	Brief Description of Items with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
6c	Allowance	Allowance for installation of electric and gas services at pumping stations by utility companies <u>One Hundred Thousand Dollars Allowance</u>		\$ <u>100,000</u>
7	100 cu. yds.	Test Pits <u>Zero Dollars and Zero Cents</u> per cubic yard	\$ <u>0.01</u>	\$ <u>1.00</u>
8a	100 cu. yds.	Rock and Boulder Excavation <u>Sixty-Five Dollars</u> per cubic yard	\$ <u>65.00</u>	\$ <u>6,500.00</u>
8b	100 cu. yds.	Additional payment for rock and boulder excavation over the established price <u>Zero Dollars and One Cent</u> per cubic yard	\$ <u>0.01</u>	\$ <u>1.00</u>
9a	8,250 cu. yds.	Bank run gravel <u>Twenty Seven Dollars and Zero Cents</u> per cubic yard	\$ <u>27.00</u>	\$ <u>222,750.00</u>
9b	1,000 cu. yds.	Screened gravel for utility crossings and miscellaneous purposes <u>Zero Dollars and One Cent</u> per cubic yard	\$ <u>0.01</u>	\$ <u>10.00</u>
9c	100 cu. yds.	Common Fill <u>Zero Dollars and One Cent</u> per cubic yard	\$ <u>0.01</u>	\$ <u>1.00</u>
9d	4,150 cu. yds.	Dense Graded Crushed Stone <u>Forty Seven Dollars and Zero Cents</u> per cubic yard	\$ <u>47.00</u>	\$ <u>195,050.00</u>

Subtotal Page 004113-8 \$ 524,313.00

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS, PHASE 2 CONTRACT NO.1
PROJECT NO. CWSRF - 4424/1

Item No.	Estimated Quantity	Brief Description of Items with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
10	100 cu. yds.	Earth excavation and refill below normal grade <u>Zero Dollars and One Cent</u> per cubic yard	\$ <u>0.01</u>	\$ <u>1.00</u>
11a	37,100 sq. yds.	Furnish and install initial trench width HMA Binder Course, 4-in thick <u>Twenty Nine Dollars and Thirty Three Cents</u> per square yard	\$ <u>29.33</u>	\$ <u>1,088,143.00</u>
11b	17,500 sq. yds.	Furnish and install intermediate patch, including milling and HMA Surface Course, 1.5-in thick <u>Twelve Dollars and Ninety Three Cents</u> per square yard	\$ <u>12.93</u>	\$ <u>226,275.00</u>
11c	93,000 sq. yds.	Furnish and install final full width mill and overlay HMA Surface Course, including leveling, 2-in thick <u>Seventeen Dollars and Twenty Eight Cents</u> per square yard	\$ <u>17.28</u>	\$ <u>1,607,040.00</u>
11d	500 tons	Furnish and install leveling course outside trench limits <u>One Hundred Sixty One Dollars and Eighty Cents</u> per ton	\$ <u>161.80</u>	\$ <u>80,900.00</u>
11e	9,350 sq. yds.	Pulverize and reclaim existing pavement, 2-in thick binder and 2-in thick HMA Surface Course <u>Thirty Two Dollars and Seventy Seven Cents</u> per square yard	\$ <u>32.77</u>	\$ <u>306,399.50</u>
12	L.S.	Traffic Management <u>Twelve Thousand Dollars and Zero Cents</u> Lump sum		\$ <u>12,000.00</u>

Subtotal Page 004113-9 \$ 3,320,758.50

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS, PHASE 2 CONTRACT NO.1
PROJECT NO. CWSRF - 4424/1

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items with Unit Bid Price in Words</u>	<u>Unit Bid In Figures</u>	<u>Amount In Figures</u>
13	L.S.	Sedimentation and Erosion Control Twenty Thousand Dollars and Zero Cents Lump sum		\$ <u>20,000.00</u>
14	3 ea.	Connections to existing sewers Six Thousand Dollars and Zero Cents per each	\$ <u>6,000.00</u>	\$ <u>18,000.00</u>
15	L.S.	Dewatering and Drainage Fifteen Thousand Dollars and Zero Cents lump sum		\$ <u>15,000.00</u>
16	125 cu. yds.	Miscellaneous concrete Zero Dollars and One Cent per cubic yard	\$ <u>0.01</u>	\$ <u>1.25</u>
17a	40 hours	Street sweeper One Hundred Twenty Five Dollars and Zero Cents per hour	\$ <u>125.00</u>	\$ <u>5,000.00</u>
17b	24 months	Furnish, maintain and remove two (2) trailer-mounted message boards One Thousand Four Hundred Dollars and Zero Cents per month	\$ <u>1,400.00</u>	\$ <u>33,600.00</u>
18	24 months	Engineer's field office Two Thousand Six Hundred Dollars and Zero Cents per month	\$ <u>2,600.00</u>	\$ <u>62,400.00</u>

Subtotal Page 004113-10 \$ 154,001.25

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS, PHASE 2 CONTRACT NO.1
PROJECT NO. CWSRF - 4424/1

Item <u>No.</u>	Estimated <u>Quantity</u>	Brief Description of Items with <u>Unit Bid Price in Words</u>	<u>Unit Bid In Figures</u>	<u>Amount In Figures</u>
19	L.S.	Miscellaneous work and cleanup Fifteen Thousand Dollars and Zero <u>Cents</u> Lump sum		\$ <u>15,000.00</u>
				SUBTOTAL PAGE 004113-11 \$ <u>15,000.00</u>
				SUBTOTAL PAGE 004113-10 \$ <u>154,001.25</u>
				SUBTOTAL PAGE 004113-9 \$ <u>3,320,758.50</u>
				SUBTOTAL PAGE 004113-8 \$ <u>524,313.00</u>
				SUBTOTAL PAGE 004113-7 \$ <u>1,712,100.03</u>
				SUBTOTAL PAGE 004113-6 \$ <u>30,800.70</u>
				SUBTOTAL PAGE 004113-5 \$ <u>1,091,465.00</u>
				SUBTOTAL PAGE 004113-4 \$ <u>847,825.00</u>
				SUBTOTAL PAGE 004113-3 \$ <u>1,774,200.00</u>
				SUBTOTAL PAGE 004113-2 \$ <u>1,558,200.00</u>
				SUBTOTAL BID PRICE \$ <u>11,028,663.48</u>
20	L.S.	Mobilization - not to exceed 5% of Subtotal Bid Price above Three Hundred Forty Thousand Dollars <u>and Zero Cents</u> lump sum		\$ <u>340,000.00</u>
				TOTAL BID PRICE \$ <u>11,368,663.48</u>

The undersigned agrees that extra work, if any, will be performed and will be paid for in accordance with Article 11 of the Conditions of the Contract.

The bidding and award of this Contract will be in accordance with M.G.L. Chapter 30, Section 39M.

The undersigned must furnish a 100 percent Performance Bond and a 100 percent Payment Bond with a surety company acceptable to Owner.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance and incidentals required to complete the Work.

The names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give first and last names in full. In the case of a corporation, see Article 8.3 of the Instructions to Bidders, in the case of a limited liability company (LLC), see Article 8.4 of the Instructions to Bidders, in the case of a partnership, see Article 8.5 of the Instructions to Bidders.)

Christopher W. Our, President, 56 Obed Brooks Rd., Harwich, MA

John D. Our, Vice President, 652 Rt.28, Harwich Port, MA

Joan A. Our, Treasurer/Secretary, 27 Cherokee Rd., Harwich, MA

Hope Our Cleary, Asst. Secretary, 139 Gulls Way, Brewster, MA

The attached Department of Environmental Protection Diesel Retrofit Program Form must be completed and submitted as part of the Bid Proposal.

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

The undersigned hereby certifies that is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

The undersigned bidder hereby certifies that will comply with the specific affirmative action steps contained in the Equal Employment Opportunity/Affirmative Action (EEO/AA) provisions of this Contract, including compliance with the Disadvantaged Business Enterprise provisions as required under these contract provisions. The Contractor receiving the award of the contract shall incorporate the EEO/AA provisions of this contract into all subcontracts and purchase orders so that such provisions will be binding upon each subcontractor or vendor.

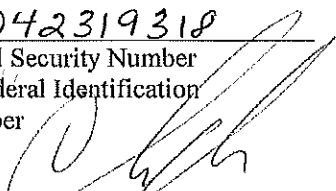
Bidders must fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).

Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at www.usgovxml.com/dataservice.aspx?ds=EPLS are not eligible for award of any contracts funded by the Massachusetts State Revolving Fund.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulation promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

042319318
Social Security Number
or Federal Identification
Number

Robert B. Our Co., Inc.
Signature of Individual or
Corporate Name

By: 
Corporate Officer (if applicable) Christopher W. Our, President
Massachusetts

Notice of acceptance should be mailed, faxed, or delivered to the following:

Jana O. William B. McMahon
(Name)

By: Project Manager/Associate
(Title)

24 Great Western Road
(Business Address)

Harwich MA 02645
(City and State)

Date: May 23, 2019

If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

END OF DOCUMENT 004113



CERTIFICATE OF VOTE

Pursuant to a regular and duly filed waiver of notice, a special meeting of the Board of Directors of Robert B. Our Co., Inc. was duly called and held at 24 Great Western Road, Harwich, Massachusetts, on November 6, 2007 at ten o'clock in the forenoon. All the Directors and Stockholders were present and/or in writing waived notice and assented to all action taken thereat. I certify that the following vote, which has never been rescinded or revoked, was passed:

"VOTED: That Christopher W. Our, President of Robert B. Our Co., Inc. be and he is hereby authorized and empowered, in the name and on behalf of the Corporation and upon such terms as he may deem necessary, proper or advisable, to sign, seal, execute and deliver any and all agreements and contracts which he may from time to time deem necessary, proper or advisable, for the business of the Corporation;

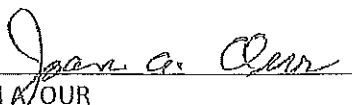
"VOTED: That Christopher W. Our, President of Robert B. Our Co., Inc. be and he is hereby authorized and empowered, in the name and on behalf of the Corporation and upon such terms as he may deem necessary, proper or advisable, to sign, seal, execute and deliver any and all applications for Bonds and Bonds relative to work performance of said Corporation, and to do any and all related acts which he may from time to time deem necessary, proper or advisable, for the business of the Corporation;

I do further certify that Robert B. Our Co., Inc. is a duly organized Corporation; that the foregoing Vote is, in accordance with the charter and by-laws of said Corporation; that Christopher W. Our is a duly elected and qualified President of the Corporation, and that I am the duly elected and qualified Clerk of the Corporation.

Dated: November 6, 2007

A true extract record.

ATTEST:



JOAN A. OUR
Clerk

CORPORATE SEAL

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Robert B. Our Co., Inc.

24 Great Western Road

Harwich, MA 02645

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

Fidelity and Deposit Company of Maryland

100 High Street, Suite 1400

Boston, MA 02110

OWNER (Name, legal status and address):

Town of Harwich, MA

732 Main Street

Harwich, MA 02645

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

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

Sewerage Works Improvements Phase 2, Contract No.1

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

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

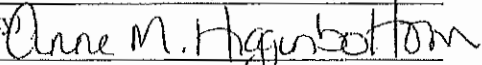
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 23rd day of May, 2019

Robert B. Our Co., Inc.

(Principal)  (Seal)

(Title) Christopher W. Our, President
Fidelity and Deposit Company of Maryland

(Surety) 

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

Language conforms to AIA Document A310 Bid Bond

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of May, 2019.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of April, A.D. 2019.

ATTEST:

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



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

Robert D. Murray
Vice President
Robert D. Murray

State of Maryland
County of Baltimore

On this 12th day of April, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

#		ATM May 2019 FY 2020 - Sorted Pass/Fail	FC Vote	BOS Vote	Spon	Request	Free Cash	Available	Taxes	Note:
20	FAILED	Reconstruct Lower County Road	A&A 4-1-1	HOLD	Hwy	4,560,475			4,560,475	Debt
34	FAILED	Amend Agreement Between the Towns-Monomoy	A&A 6-0-0		BOS	N/C				N/C
37	FAILED	Amend Home Rule Charter-Ex Officio Members	A&A 6-0-0		CBRC	N/C				N/C
38	FAILED	Reserve Appropriation Amounts for CPC Accounts	A&A 8-0-0	A&A 5-0-0	CPC	505,233		505,233		CPC
51	FAILED	Resolution to Refrain from Town Funds Enforced	NRPFI 8-0-0		Pet	N/C				N/C
52	FAILED	Support Legislation To Change State Seal/Motto	IPP 6-2-0		Pet	N/C				N/C
54	FAILED	Amend Health Regs-Restrict Flavored Tobacco	IPP 8-0-0		Pet	N/C				N/C
56	FAILED	Amend Charter-"Selectmen" to "Select board"	Amend 8-0-0		Pet	N/C				N/C
58	FAILED	Establish Pet Burial Ground Revolving Fund	A&A 5-1-0	A&A 4-1-0	Ceme	N/C				N/C
59	FAILED	Complete the Construction Pet Burial Grounds	NRPFI 5-1-0	A&A 4-1-0	Ceme	131,000		131,000		Rev. Fund
65	FAILED	Authorize Departmental Revolving Funds	A&A 8-0-0	A&A 4-1-0	BOS	N/C				N/C
3	PASSED	Elected Officials Salaries In Budget	A&A 5-2-0	A&A 5-0-0	Cust	N/C				In budget
1	PASSED	Choose Town Officers & Committees	A&A 7-0-0	A&A 5-0-0	Cust	N/C				N/C
2	PASSED	Reports of Town Officers & Comms.	A&A 7-0-0	A&A 5-0-0	Cust	N/C				N/C
4	PASSED	Town Operating Budget	A&A 8-0-0	A&A 4-0-0	BOS	39,615,755		16,120,045	23,495,710	TX+LR+Othr
5	PASSED	Monomoy Regional School Budget	A&A 8-0-0	A&A 4-0-0	MRSC	26,643,415			26,643,415	R & A
6	PASSED	CC Tech School Budget	A&A 7-0-0	A&A 4-0-0	CCRTHS	2,332,198			2,332,198	R & A
7	PASSED	Water Department Budget	NRPFI 7-0-0	A&A 4-0-0	H2O	4,327,977		4,327,977		Water EF
8	PASSED	Waste Water/Sewer Budget	A&A 8-0-0	A&A 4-0-0	BOS	225,000		100,000	125,000	R & A
9	PASSED	Adopt Capital Plan	A&A 6-1-0	A&A 3-1-0	BOS	N/C				N/C
10	PASSED	Lease Purchase Agreements	A&A 7-0-0	A&A 4-0-0	BOS	N/C				N/C
11	PASSED	Capital Items From Free Cash less than 50 K	A&A 7-0-0	A&A 4-0-0	BOS	136,874	136,874			Free Cash
12	PASSED	Fund Facility Maintenance and Repairs	A&A 5-2-0	A&A 4-0-0	BOS	774,750	774,750			Free Cash
13	PASSED	Fund Snow & Ice deficit From FY2018	NRPFI 7-0-0	A&A 4-0-0	BOS	325,000	325,000			Free Cash
14	PASSED	Fund Shortfalls in Budget Transfers for FY2018	NRPFI 7-0-0	A&A 4-0-0	BOS	100,000	100,000			Free Cash
15	PASSED	Purchase Mini Excavator for Water Department	A&A 7-0-0	A&A 4-0-0	H2O	50,000		50,000		Water EF
16	PASSED	Replace Section of Water Main Pleasant Lake Tank	A&A 7-0-0	A&A 4-0-0	H2O	300,000		300,000		Water EF
17	PASSED	Replace Main Facility Generator Old Chatham Rd	A&A 7-0-0	A&A 4-0-0	H2O	65,000		65,000		Water EF
18	PASSED	Purchase 2019 Ford F-550 Truck	A&A 8-0-0	A&A 4-0-0	H2O	70,000		70,000		Water EF
19	PASSED	Fund New DPW Vehicles/Equipment	A&A 7-0-0	A&A 4-0-0	Hwy	395,000	395,000			Free Cash
21	PASSED	Purchase a Mobile Lift System	A&A 7-0-0	A&A 4-0-0	Hwy	90,475	90,475			Free Cash
22	PASSED	Fund the Road Maintenance Program	A&A 7-0-0	A&A 4-0-0	Hwy	700,000			700,000	Debt
23	PASSED	Amend Zoning-Single Family Accessory Apt	A&A 8-0-0	A&A 3-0-1	PlnB	N/C				N/C
24	PASSED	Amend Zoning-Free Standing Portable Signs	A&A 8-0-0	A&A 3-0-1	PlnB	N/C				N/C
25	PASSED	Amend Zoning-Retaining Walls for Septic Systems	A&A 8-0-0	A&A 3-0-1	PlnB	N/C				N/C
26	PASSED	Amend Zoning-Lifting Existing Structures	A&A 8-0-0	HOLD	PlnB	N/C				N/C
27	PASSED	Fund Update for Local Comprehensive Plan	A&A 7-0-0	A&A 3-0-1	PlnB	200,000	200,000			Free Cash
28	PASSED	Fund Technology Hardware/Software Library	A&A 7-0-0	A&A 4-0-0	Libr	21,323		21,323		Old Articles
29	PASSED	Landscape Reclamation & Tree Removal	A&A 7-0-0	A&A 4-0-0	Golf	35,000		35,000		Golf
30	PASSED	Bunker Renovation at CVGC	A&A 7-0-0	A&A 4-0-0	Golf	75,000		75,000		Golf
31	PASSED	Adopt Rules and Regs for Cemeteries	Amend 6-0-0	HOLD	Ceme	N/C				N/C
32	PASSED	Cemetery Arboretum Project Mapping Software	A&A 6-1-0	A&A 5-0-0	Ceme	30,110	30,110			Free Cash
33	PASSED	Solar Photovoltaic Energy Systems	A&A 6-0-0		BOS	N/C				N/C
35	PASSED	Amend Home Rule Charter-Add Wastewater Comm	A&A 6-0-0		BOS	N/C				N/C
36	PASSED	Amend Home Rule Charter-Capital Outlay Process	A&A 6-0-0		CBRC	N/C				N/C
39	PASSED	Fund Land Bank Debt Service	A&A 8-0-0	A&A 5-0-0	CPC	553,700		553,700		CPC
40	PASSED	CPC Articles Under \$50,000	A&A 8-0-0	A&A 5-0-0	CPC	72,450		72,450		CPC
41	PASSED	Fund Brooks Academy Museum Study	A&A 8-0-0	A&A 5-0-0	CPC	130,000		130,000		CPC

#		ATM May 2019 FY 2020 - Sorted Pass/Fail	FC Vote	BOS Vote	Spon	Request	Free Cash	Available	Taxes	Note:
42	PASSED	Fund Affordable Housing Trust	A&A 8-0-0	A&A 5-0-0	CPC	340,000		340,000		CPC
43	PASSED	Fund Sand Pond Restroom Project	A&A 5-2-0	A&A 5-0-0	CPC	125,000		125,000		CPC
44	PASSED	Fund Whitehouse Field Improvement Project	A&A 8-0-0	A&A 5-0-0	CPC	55,000		55,000		CPC
45	PASSED	Fund Red River Beach Shoreline Stab Project	A&A 8-0-0	A&A 5-0-0	CPC	100,000		100,000		CPC
46	PASSED	Defray Expenses Chase & HP Lib	A&A 7-0-1	A&A 5-0-0	Pet	20,000	20,000			Free Cash
47	PASSED	Promote the Town of Harwich	A&A 7-0-1	A&A 5-0-0	Pet	30,000	30,000			Free Cash
48	PASSED	Fund Mass Cultural Council	A&A 7-0-1	A&A 5-0-0	Pet	3,600	3,600			Free Cash
49	PASSED	Pleasant Bay Resources Mgmt. Plan Update	A&A 8-0-0	A&A 5-0-0	Pet	26,170	26,170			Free Cash
50	PASSED	Amend Code-Prohibit Plastic Containers	IPP 8-0-0		Pet	N/C				N/C
53	PASSED	Amend Gen By-Laws-Ban Single Use Plastic Straws	NRPFI 8-0-0		Pet	N/C				N/C
55	PASSED	Require BOS & FC to Record Individual Votes	NRPFI 8-0-0		Pet	N/C				N/C
57	PASSED	Rescind Article 57 May 57 ATM Pet Burial Grounds	IPP 6-2-0	IPP 4-1-0	Pet	N/C				N/C
60	PASSED	Approve Utility Easements For Station II	A&A 8-0-0	A&A 5-0-0	BOS	N/C				N/C
61	PASSED	Harwich Affordable Housing Trust Fund	A&A 6-1-0	Hold	BOS	N/C				N/C
62	PASSED	Amend Gen By-Laws-Department Revolving Funds	A&A 8-0-0	A&A 4-1-0	Fdir	N/C				N/C
63	PASSED	Rescind Golf Capital Infrastructure Fund	A&A 8-0-0	A&A 5-0-0	Fdir	N/C				N/C
64	PASSED	Rescind Golf Restaurant Fund to Pro Shop Fund	A&A 8-0-0	A&A 5-0-0	Fdir	N/C				N/C
66	PASSED	Stabilization Fund	NRPFI 6-1-0	A&A 4-0-0	Cust	384,000	384,000			Free Cash
67	PASSED	OPED Trust Fund	NRPFI 8-0-0	A&A 4-0-0	Cust	500,000	500,000			Free Cash
68	PASSED	Fund Prior Year's Unpaid Bills	NRPFI 8-0-0	A&A 4-0-0	BOS	1,000	1,000			Free Cash
69	PASSED	Herring Fisheries	A&A 8-0-0	A&A 5-0-0	Cust	N/C				N/C
TOT		Total			Spon	84,050,505	3,016,979	23,176,728	57,856,798	84,050,505

#		ATM May 2019 FY 2020 - Sorted Numerical	FC Vote	BOS Vote	Spon	Request	Free Cash	Available	Taxes	Note:
1	PASSED	Choose Town Officers & Committees	A&A 7-0-0	A&A 5-0-0	Cust	N/C				N/C
2	PASSED	Reports of Town Officers & Comms.	A&A 7-0-0	A&A 5-0-0	Cust	N/C				N/C
3	PASSED	Elected Officials Salaries In Budget	A&A 5-2-0	A&A 5-0-0	Cust	N/C				In budget
4	PASSED	Town Operating Budget	A&A 8-0-0	A&A 4-0-0	BOS	39,615,755		16,120,045	23,495,710	TX+LR+Othr
5	PASSED	Monomoy Regional School Budget	A&A 8-0-0	A&A 4-0-0	MRSC	26,643,415			26,643,415	R & A
6	PASSED	CC Tech School Budget	A&A 7-0-0	A&A 4-0-0	CCRTHS	2,332,198			2,332,198	R & A
7	PASSED	Water Department Budget	NRPFJ 7-0-0	A&A 4-0-0	H2O	4,327,977		4,327,977		Water EF
8	PASSED	Waste Water/Sewer Budget	A&A 8-0-0	A&A 4-0-0	BOS	225,000		100,000	125,000	R & A
9	PASSED	Adopt Capital Plan	A&A 6-1-0	A&A 3-1-0	BOS	N/C				N/C
10	PASSED	Lease Purchase Agreements	A&A 7-0-0	A&A 4-0-0	BOS	N/C				N/C
11	PASSED	Capital Items From Free Cash less than 50 K	A&A 7-0-0	A&A 4-0-0	BOS	136,874	136,874			Free Cash
12	PASSED	Fund Facility Maintenance and Repairs	A&A 5-2-0	A&A 4-0-0	BOS	774,750	774,750			Free Cash
13	PASSED	Fund Snow & Ice deficit From FY2018	NRPFJ 7-0-0	A&A 4-0-0	BOS	325,000	325,000			Free Cash
14	PASSED	Fund Shortfalls in Budget Transfers for FY2018	NRPFJ 7-0-0	A&A 4-0-0	BOS	100,000	100,000			Free Cash
15	PASSED	Purchase Mini Excavator for Water Department	A&A 7-0-0	A&A 4-0-0	H2O	50,000		50,000		Water EF
16	PASSED	Replace Section of Water Main Pleasant Lake Tank	A&A 7-0-0	A&A 4-0-0	H2O	300,000		300,000		Water EF
17	PASSED	Replace Main Facility Generator Old Chatham Rd	A&A 7-0-0	A&A 4-0-0	H2O	65,000		65,000		Water EF
18	PASSED	Purchase 2019 Ford F-550 Truck	A&A 8-0-0	A&A 4-0-0	H2O	70,000		70,000		Water EF
19	PASSED	Fund New DPW Vehicles/Equipment	A&A 7-0-0	A&A 4-0-0	Hwy	395,000	395,000			Free Cash
20	FAILED	Reconstruct Lower County Road	A&A 4-1-1	HOLD	Hwy	4,560,475			4,560,475	Debt
21	PASSED	Purchase a Mobile Lift System	A&A 7-0-0	A&A 4-0-0	Hwy	90,475	90,475			Free Cash
22	PASSED	Fund the Road Maintenance Program	A&A 7-0-0	A&A 4-0-0	Hwy	700,000			700,000	Debt
23	PASSED	Amend Zoning-Single Family Accessory Apt	A&A 8-0-0	A&A 3-0-1	PlnB	N/C				N/C
24	PASSED	Amend Zoning-Free Standing Portable Signs	A&A 8-0-0	A&A 3-0-1	PlnB	N/C				N/C
25	PASSED	Amend Zoning-Retaining Walls for Septic Systems	A&A 8-0-0	A&A 3-0-1	PlnB	N/C				N/C
26	PASSED	Amend Zoning-Lifting Existing Structures	A&A 8-0-0	HOLD	PlnB	N/C				N/C
27	PASSED	Fund Update for Local Comprehensive Plan	A&A 7-0-0	A&A 3-0-1	PlnB	200,000	200,000			Free Cash
28	PASSED	Fund Technology Hardware/Software Library	A&A 7-0-0	A&A 4-0-0	Libr	21,323		21,323		Old Articles
29	PASSED	Landscape Reclamation & Tree Removal	A&A 7-0-0	A&A 4-0-0	Golf	35,000		35,000		Golf
30	PASSED	Bunker Renovation at CVGC	A&A 7-0-0	A&A 4-0-0	Golf	75,000		75,000		Golf
31	PASSED	Adopt Rules and Regs for Cemeteries	Amend 6-0-0	HOLD	Ceme	N/C				N/C
32	PASSED	Cemetery Arboretum Project Mapping Software	A&A 6-1-0	A&A 5-0-0	Ceme	30,110	30,110			Free Cash
33	PASSED	Solar Photovoltaic Energy Systems	A&A 6-0-0		BOS	N/C				N/C
34	FAILED	Amend Agreement Between the Towns-Monomoy	A&A 6-0-0		BOS	N/C				N/C
35	PASSED	Amend Home Rule Charter-Add Wastewater Comm	A&A 6-0-0		BOS	N/C				N/C
36	PASSED	Amend Home Rule Charter-Capital Outlay Process	A&A 6-0-0		CBRC	N/C				N/C
37	FAILED	Amend Home Rule Charter-Ex Officio Members	A&A 6-0-0		CBRC	N/C				N/C
38	FAILED	Reserve Appropriation Amounts for CPC Accounts	A&A 8-0-0	A&A 5-0-0	CPC	505,233		505,233		CPC
39	PASSED	Fund Land Bank Debt Service	A&A 8-0-0	A&A 5-0-0	CPC	553,700		553,700		CPC
40	PASSED	CPC Articles Under \$50,000	A&A 8-0-0	A&A 5-0-0	CPC	72,450		72,450		CPC
41	PASSED	Fund Brooks Academy Museum Study	A&A 8-0-0	A&A 5-0-0	CPC	130,000		130,000		CPC
42	PASSED	Fund Affordable Housing Trust	A&A 8-0-0	A&A 5-0-0	CPC	340,000		340,000		CPC
43	PASSED	Fund Sand Pond Restroom Project	A&A 5-2-0	A&A 5-0-0	CPC	125,000		125,000		CPC
44	PASSED	Fund Whitehouse Field Improvement Project	A&A 8-0-0	A&A 5-0-0	CPC	55,000		55,000		CPC
45	PASSED	Fund Red River Beach Shoreline Stab Project	A&A 8-0-0	A&A 5-0-0	CPC	100,000		100,000		CPC
46	PASSED	Defray Expenses Chase & HP Lib	A&A 7-0-1	A&A 5-0-0	Pet	20,000	20,000			Free Cash
47	PASSED	Promote the Town of Harwich	A&A 7-0-1	A&A 5-0-0	Pet	30,000	30,000			Free Cash
48	PASSED	Fund Mass Cultural Council	A&A 7-0-1	A&A 5-0-0	Pet	3,600	3,600			Free Cash

#		ATM May 2019 FY 2020 - Sorted Numerical	FC Vote	BOS Vote	Spon	Request	Free Cash	Available	Taxes	Note:
49	PASSED	Pleasant Bay Resources Mgmt. Plan Update	A&A 8-0-0	A&A 5-0-0	Pet	26,170	26,170			Free Cash
50	PASSED	Amend Code-Prohibit Plastic Containers	IPP 8-0-0		Pet	N/C				N/C
51	FAILED	Resolution to Refrain from Town Funds Enforced	NRPFI 8-0-0		Pet	N/C				N/C
52	FAILED	Support Legislation To Change State Seal/Motto	IPP 6-2-0		Pet	N/C				N/C
53	PASSED	Amend Gen By-Laws-Ban Single Use Plastic Straws	NRPFI 8-0-0		Pet	N/C				N/C
54	FAILED	Amend Health Regs-Restrict Flavored Tobacco	IPP 8-0-0		Pet	N/C				N/C
55	PASSED	Require BOS & FC to Record Individual Votes	NRPFI 8-0-0		Pet	N/C				N/C
56	FAILED	Amend Charter-"Selectmen" to "Select board"	Amend 8-0-0		Pet	N/C				N/C
57	PASSED	Rescind Article 57 May 57 ATM Pet Burial Grounds	IPP 6-2-0	IPP 4-1-0	Pet	N/C				N/C
58	FAILED	Establish Pet Burial Ground Revolving Fund	A&A 5-1-0	A&A 4-1-0	Ceme	N/C				N/C
59	FAILED	Complete the Construction Pet Burial Grounds	NRPFI 5-1-0	A&A 4-1-0	Ceme	131,000		131,000		Rev. Fund
60	PASSED	Approve Utility Easements For Station II	A&A 8-0-0	A&A 5-0-0	BOS	N/C				N/C
61	PASSED	Harwich Affordable Housing Trust Fund	A&A 6-1-0	Hold	BOS	N/C				N/C
62	PASSED	Amend Gen By-Laws-Department Revolving Funds	A&A 8-0-0	A&A 4-1-0	Fdir	N/C				N/C
63	PASSED	Rescind Golf Capital Infrastructure Fund	A&A 8-0-0	A&A 5-0-0	Fdir	N/C				N/C
64	PASSED	Rescind Golf Restaurant Fund to Pro Shop Fund	A&A 8-0-0	A&A 5-0-0	Fdir	N/C				N/C
65	FAILED	Authorize Departmental Revolving Funds	A&A 8-0-0	A&A 4-1-0	BOS	N/C				N/C
66	PASSED	Stabilization Fund	NRPFI 6-1-0	A&A 4-0-0	Cust	384,000	384,000			Free Cash
67	PASSED	OPED Trust Fund	NRPFI 8-0-0	A&A 4-0-0	Cust	500,000	500,000			Free Cash
68	PASSED	Fund Prior Year's Unpaid Bills	NRPFI 8-0-0	A&A 4-0-0	BOS	1,000	1,000			Free Cash
69	PASSED	Herring Fisheries	A&A 8-0-0	A&A 5-0-0	Cust	N/C				N/C
TOT		Total			Spon	84,050,505	3,016,979	23,176,728	57,856,798	84,050,505

HARWICH HARBORMASTER DEPARTMENT
May 2019 Monthly Report

Operations

- Department patrol boats conducted 5 tows of disabled vessels.
- Assisted a 34' vessel with dewatering. After being launched at the Saquatucket Harbor (SAQ) boat ramp, the owner discovered that the boat was rapidly taking on water from an unknown location. He was able to beach the boat to prevent it from sinking. A broken hose from a through hull was discovered; through hull fitting valve was closed; boat was dewatered using 77A's pump-out pump.
- Responded to a report of a windsurfer in possible distress off of Harding's Beach in Chatham. Windsurfer was contacted safely ashore by Chatham PD.
- Removed 2 dead seals from the beach between Saquatucket Harbor and Red River Beach.
- Seasonal channel and no wake buoys were set in the Herring River, Allen, SAQ and Wychmere Harbors and Round Cove.

Administration

- Obtained new Certificate of Insurance Certificates for Lawrence Lynch, CC Construction & Eastward Companies.
- Completed applications for Marina Insurance Renewal for Great American and Chubbs.
- Updated Boating Safety Course information on website and added link to Seaside Marketplace Information.
- Went to waitlist with open Outer Harbor Mooring Permit.
- Provided updates to Cape Cod Chronicle for summer brochure for visitors.
- Updated Harbor Management Plan approved change on Town Website.
- Met with Finance Director to review 1621 Mooring Account after audit.
- Provided Accounting with signed Barnstable County contract for AH Dredging.
- Processed 33 Transient Slip reservations.
- Issued 1 Parking Tickets

Maintenance

- Assisted the Highway Department with landscaping at SAQ.
- Replaced chain on Long Pond moorings and seasonal channel buoys.
- Made electrical repairs to 77A.
- Routine building and grounds maintenance.

Meetings

- Post-incident review of two rescue & assistance incidents with the multiple agencies involved (Harwich, Orleans and Chatham Harbormaster; Harwich, Orleans, Chatham and Eastham Fire and CG station Chatham).
- Attended Seaside Marketplace Ribbon Cutting Ceremony.
- Attended two-day Town Meeting
- Gave brief talk to the Freedom Ferry staff during their pre-season training day.
- Met with President, SAQ Bluffs Association to discuss presentation at their annual meeting.
- BOS Meetings:
 - 5/20 Snack Shack
 - 5/28 Snack Shack – HMP change
- Waterways Committee Meeting 5/15

Training

- Deputy Harbormaster attended a two day Laws Pertaining to Harbormasters class.
- Pre-season staff training day.



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

WEEKLY ACTIVITY REPORT FOR WEEK OF 6/02/19 THROUGH 6/08/19

PATROL

- 378 Calls and patrol-initiated activity logged
 - 8 Arrests

- 48 Traffic Enforcement Assignments completed

- 50 motor vehicle stops resulting in:
 - 29 Verbal warnings
 - 16 Citation / warnings
 - 3 Investigations
 - 1 Arrest
 - 1 Services rendered

- 14 Motor vehicle accidents investigated

- 6 Noise complaints investigated
 - 5 private
 - 1 Business - unfounded

COMMUNITY POLICING / SRO

- School walk through at elementary school – Officer Larivee
- Sgt. Walinski gave presentation to J1 students at community center
- Assisted with Fin Fest event at Monomoy HS – Officer Clarke