

Town of Harwich
BOARD OF WATER COMMISSIONER'S MEETING AGENDA*
Friday, July 31, 2020, 1:00 pm

REMOTE PARTICIPATION ONLY
OPEN PUBLIC FORUM

For those members of the public wishing to make comment you may do so by a combination of email and phone by;

1. First, send an email to: **dpelletier@harwichwater.com**
(Send emails at any time after the meeting agenda has been officially posted)
 - a. In the subject line enter "request to speak Jane Doe"
 - b. Replace Jane Doe with your name - No need to add any more detail to email
2. Please wait until the Chairman has opened this agenda item for Open Public Forum
3. **Dial: 1-646-749-3112**
4. **Enter Access Code: 477-259-837**
5. Please be patient and eliminate any background noise
6. Callers will be taken in the order the emails are received
7. When your name is called use *6 to unmute yourself

I. CALL TO ORDER

II. CONSENT AGENDA

A. Minutes

1. July 17, 2020

III. ABATEMENTS

IV. OLD/UNFINISHED BUSINESS

A. Superintendent's Evaluation

B. Pleasant Lake Tank Upgrade Project Design Contracts- *Discussion & Possible Vote*

V. NEW BUSINESS

A. Water Commission's Authority over Department Staff- *Discussion*

B. Capital Plan- Drinking Water Supply Protection Grant Funds

VI. SUPERINTENDENT'S REPORT

A. Department Fleet- *Update/Issues*

VII. COMMISSIONER'S REPORT

VIII. CORRESPONDENCE/ANY OTHER BUSINESS

IX. NEXT MEETING: Wednesday, August 12, 2020 (Tentative)

X. OPEN PUBLIC FORUM

A. See dial in instructions above

XII. ADJOURNMENT

**Per the Attorney General's Office: The Board of Water Commissioners 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 are a person with a disability who requires an accommodation, contact the Water Department Office at 508-432-0304 x.0 or by email at customerservice@harwichwater.com*

Authorized Posting Officer:

Tracey Alves

Tracey Alves, Board Secretary

Posted By: _____

Town Clerk

Date: _____

CONSENT AGENDA
&
ABATEMENTS

**MINUTES
HARWICH WATER DEPARTMENT
BOARD OF WATER COMMISSIONERS
FRIDAY, JULY 17, 2020
1:00 P.M.**

WATER COMMISSIONER'S PRESENT: Chair Gary Carreiro, Vice Chair Judith Underwood, Clerk Allin Thompson

OTHERS PRESENT: Superintendent Dan Pelletier, Billing Administrator Wellesley Marsh, Board Secretary Tracey Alves

CALL TO ORDER

Chair Carreiro called the meeting to order at 1:04 p.m. Role call attendance was taken with Chair Carreiro, Vice Chair Underwood and Clerk Thompson all present. Superintendent Dan Pelletier, Billing Administrator Wellesley Marsh and Board Secretary Tracey Alves were also present.

CONSENT AGENDA

A. Minutes:

1. June 12, 2020

Chair Carreiro entertained a motion to approve the minutes of June 12, 2020. Clerk Thompson moved the motion with a second by Vice Chair Underwood, 3-0-0.

ABATEMENTS

A. FY20 Q4 Water Department Usage

Chair Carreiro entertained a motion to approve the FY20 Q4 Water Department Usage. Clerk Thompson moved to approve the FY20 Q4 Water Department Usage in the amount of \$1,217.36 with a second by Vice Chair Underwood, 3-0-0.

B. FY20 Q4 Internal Adjustments

Chair Carreiro entertained a motion to approve the FY20 Q4 Internal Adjustments. Clerk Thompson moved to approve the FY20 Q4 Internal Adjustments with a second by Vice Chair Underwood, 3-0-0.

C. 7 Captain Scott Road

Chair Carreiro entertained a motion to deny the abatement for 7 Captain Scott Road. Clerk Thompson moved to approve denying the abatement request for 7 Captain Scott Road with a second by Vice Chair Underwood, 3-0-0.

OLD UNFINISHED BUSINESS

A. Superintendent's Evaluation

Each Board member's individual evaluation of the Superintendent will be consolidated into one master evaluation. The topic will remain on the agenda for the next Board meeting.

B. Nexamp 2/3 Solar- Update

Superintendent Pelletier informed the Board that the witness test was a success and that the electricity is now flowing and credits are being generated.

NEW BUSINESS

A. Monthly Expenditure Plan for August 2020- *Vote to approve*

Chair Carreiro entertained a motion to approve the Monthly Expenditure Plan for August 2020 in the amount of \$361,155. Clerk Thompson moved to approve the Monthly Expenditure Plan for August 2020 with a second by Vice Chair Underwood. A roll call vote was taken, all in favor; 3-0-0.

B. Monthly Expenditure Plan for September 2020- *Vote to approve*

Chair Carreiro entertained a motion to approve the Monthly Expenditure Plan for September 2020 in the amount of \$361,155. Clerk Thompson moved to approve the Monthly Expenditure Plan for August 2020 with a second by Vice Chair Underwood. A roll call vote was taken, all in favor; 3-0-0.

C. Monthly Expenditure Plan for October 2020- *Vote to approve*

Chair Carreiro entertained a motion to approve the Monthly Expenditure Plan for October 2020 in the amount of \$361,155. Clerk Thompson moved to approve the Monthly Expenditure Plan for August 2020 with a second by Vice Chair Underwood. A roll call vote was taken, all in favor; 3-0-0.

D. Water Services Project Substantially Complete- *Vote to approve and sign*

Clerk Thompson moved to close J.W.Dubis' involvement in the Water Services Project. Vice Chair Underwood seconded the motion. A roll call vote was taken, all in favor; 3-0-0.

An acknowledgement letter which concludes J.W. Dubis' involvement in the project will be signed by the Board.

E. Bid Extension Letter; Ferguson Waterworks- *Vote to approve and sign*

Clerk Thompson moved to extend the Waterworks Supplies Bid Renewal for FY21, July 1, 2020 through June 30, 2021. Vice Chair Underwood seconded. A roll call vote was taken and the Board was in favor; 3-0-0.

F. FY20 Q4 Projection/Billed- *update*

Superintendent Pelletier provided the Board with an update on the FY20 Q4 projection in comparison to what was billed. The figures were right on target.

G. FY20 Budget Report- *update*

Superintendent Pelletier provided the Board with an update on the FY20 Budget.

H. Pleasant Lake Tank Project

Superintendent Pelletier updated the Board on the Pleasant Lake Tank Project. The Department has met with multiple engineering firms and is currently waiting to receive proposals.

I. Land Acquisition Grant

Superintendent Pelletier presented the Board with last year’s grant application and discussed the process for applying. Right now, the Department is waiting for the grant advertisement to be released. Pursuing the grant will require Town meeting authorization and an amendment to the Capital Plan to allocate matching grant funds. Not included in the grant are the property appraisals which will need to be completed prior to submitting the application.

J. BOWC August Meeting Schedule

The Board reviewed their schedules and decided on a few dates and times for upcoming Board meetings.

SUPERINTENDENT’S REPORT

Superintendent Pelletier provided an update regarding why the distribution system is moving so much water. Many people are home and using water due to the pandemic as well as irrigation systems are in use.

NEXT MEETING

The next Board meeting date will be Friday, July 31, 2020 at 1:00 p.m.

ADJOURNMENT

Chair Carreiro motioned to adjourn. Clerk Thompson moved the motion with a second by Vice Chair Underwood. Roll call vote was taken, all in favor; 3-0-0.

Gary Carreiro, Chairman

Dan Pelletier, Superintendent

Judith Underwood, Vice Chair

Tracey Alves, Board Secretary

Allin P. Thompson, Clerk

OLD/UNFINISHED BUSINESS

BOWC SUPERINTENDENT EVALUATION

Final Evaluation

Commendation Letters

Goals & Scoring Summary



FINAL BOARD OF WATER COMMISSIONERS EVALUATION FOR SUPERINTENDENT

DEPARTMENT HEAD EVALUATION FORM – Water Department

Name	<u>Daniel Pelletier</u>	Completed By	<u>BOWC Combined</u>
Job Title	<u>Water & Wastewater Supt.</u>	Classification	<u>M8</u>
Supervisor(s)	<u>Board of Water Commissioners</u>	Current Step	<u>7</u>
Department	<u>Water</u>	New Step (if appl.)	<u>8</u>
Anniversary Date	<u>7/1/20 (hire date 6/1)</u>	Evaluation Date	<u>7/31/20</u>

Department Head Evaluation – Water
Department Head completes self-evaluation, BOWC completes individually and then combined evaluation, and both are submitted to the Town Administrator.

Key for Performance Evaluations:

- EX Exceptional** Performance far exceeds expectations due to exceptionally high quality of work performed in all essential areas of responsibility.
- EE Exceeds Expectations** Performance consistently exceeded expectations in all essential areas of responsibility and the quality of work overall was excellent.
- ME Meets Expectations** Performance consistently met expectations in all essential areas of responsibility at times possible exceeding expectations and the quality of work overall was very good.
- IN Improvements Needed** Performance did not consistently meet expectations or performance to meet expectations in one or more essential areas of responsibility.
- UN Unsatisfactory** Performance was consistently below expectations in the most essential areas of responsibility and/or reasonable progress towards critical goals was not made. Significant improvement is needed in one or more important areas.

A. Last Evaluation’s Goals (if appl.) (20 points total)

Goals	Comments	Rating / Points Per Section					Points
		0 UN	1 IN	2 ME	3 EE	4 EX	
1. *Design/Construct P. Lake Tank upgrades	2, 2, 4			X+			2.75
2. *Install new stand-by generator @ T1	3, 3, 4				X+		3.25
3. Complete Nat'l Grid Water Service Renewal Project – inhouse oversight	4, 3, 4				X+		3.75

**Note RE Goal1 & 2: ATM funded through Receipts, planned to re-appropriate in FY21 until informed that the DOR made correction to Retained Earnings in December. Dialog with engineer had began in August 2019, but then stopped due to funding issue.*



4.	Re-design flushing program to incorporate new roads & address flow issues with existing program	3,1,3			X+			2.25
5.	Continue wastewater outreach/involvement during construction and next design phase (if time permits)	4,4,4					X	4

B. Job Success Factors; Items 1-8 (48 points total)

1. Problem Solving / Decision Making (6 points)

Anticipates, identifies and prevents problems, involves others in seeking solutions. Makes clear and consistent decisions, acts with integrity in all decision making and makes timely decisions.

Ratings & Points

0-1	2-3	4	5	6	Points
UN	IN	ME	EE	EX	
				X	6

Comments:

6,6,6 | Excellent job resolving Water and Wastewater issues. Highly commendable in this area.

2. Strategic Planning and Organizing (6 points)

Aligns priorities with broader goals, measures outcomes, uses feedback to change as needed, evaluates alternatives, solutions oriented, develops realistic plans, meets deadlines & follows through.

Ratings & Points

0-1	2-3	4	5	6	Points
UN	IN	ME	EE	EX	
				X	5.75

Comments:

5,6,6 | Well thought out master planning - clearly utilizes more than one scenario and is always prepared to pivot for changes.

3. Communication (6 points)

Connects with peers, subordinates and public, actively listens, clearly and effectively shares information, demonstrates effective oral and written communication skills. Seeks to clarify and confirm the accuracy of understanding of vague terms and instructions.

Ratings & Points

0-1	2-3	4	5	6	Points
UN	IN	ME	EE	EX	
			X		4.75

Comments:

5,4,5. | Overall good.

4. Leadership (6 points)

Accepts responsibility for own work, develops trust and credibility, demonstrates honest and ethical behavior, engages the talents, experiences and capabilities of others. Results-oriented and desire to excel in job.

Ratings & Points

0-1	2-3	4	5	6	Points
UN	IN	ME	EE	EX	
			X+		5.25



Comments:

5,5,6 | Leadership is evident in smoothness of Department functionality.

5. Teamwork (6 points)

Successfully works with others to achieve desired results, contributes to team projects, exchange ideas and opinions, helps prevent, resolve conflicts, develops positive working relationships and is flexible, open-minded promoting mutual respect for all.

Ratings & Points

0-1	2-3	4	5	6	Points
UN	IN	ME	EE	EX	
			X+		5.25

Comments:

5,5,6 | Dan has the trust and respect of his team and gives them his.

6. Customer Orientation (6 points)

Listens, identifies, and responds quickly and effectively to internal and external customers' needs and sets work activities accordingly; goes beyond what is expected and follows up to ensure customer satisfaction.

Ratings & Points

0-1	2-3	4	5	6	Points
UN	IN	ME	EE	EX	
				X	6

Comments:

6,6,6 | People I know and strangers have been stopping me all year to tell me how pleased they are with Dan's H2O / Wastewater communications (Clerk, Judith Underwood).

7. Productivity (6 points)

Maintains fair work load; takes on additional responsibilities as needed; manages priorities; develops and follows work procedures; completes assignments on time and to specifications.

Ratings & Points

0-1	2-3	4	5	6	Points
UN	IN	ME	EE	EX	
			X+		5.25

Comments:

6,5,5 | I believe there is some room for improvement in balancing H2O & Wastewater in tandem with Town Hall (Clerk, Judith Underwood)

8. Quality (6 points)

Demonstrates accuracy, thoroughness, and reliability; manages time and priorities; develops and follows work procedures.

Ratings & Points

0-1	2-3	4	5	6	Points
UN	IN	ME	EE	EX	
			X+		5.25

Comments:



5,5,6

9. Department Specific Competency (if appl.) (1 point)

Complaint Letters

- 0 Letters (1 points)
- 1 Letter (-1 point)
- 2 Letters (-2 points)
- 2+ Letters (-3 points)

# of Inc.	Points
	1

Department Avg

- (2 points)
- (1 point)
- (0 points)

Points	Average	Points
		1

Accident Reports (Tracking Only)
Vehicles & Buildings

of Inc.

10. Goals & Objectives for Following Year (12 points) 3 attainable (3 pts), 1 possible (1 point) and 1 “if time permits” (2 pts)

	Points
1. Design/Construct Pleasant Lake Tank upgrades	3
2. Install new standby generator at T1 (main office)	3
3. Re-design flushing program / new roads / address existing flow issues	3
4. DWSP Grant for land acquisition relative to water resource protection	1
5. 5a. Capital Plan Amendment & 5b. Begin well exploration off North Westgate Rd.	2

C. Extra Credit (4 points total)

Points

1. Has the employee come up with any cost saving ideas/solutions within the last fiscal year? (1 point)

Utilize HWD staff to resolve \$30K PCO for service renewal project. Internal design/engineering for P2C1 C/O & DHY Re-phasing analysis	1
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2. Has the employee obtained any grants/performance incentives? (1 point)

	0
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3. Has the employee been able to “turn back” any funds in the prior fiscal year? How much (% or \$)? (1 point)

FY20 \$345,297.84 Calculation: Actual Revenue (-) Expenses (Indirects + S&W + O&M) = Funds turned back	1
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4. **Has the employee obtained letters of commendation? (Include copies, no more than 2) (1 point)**

Susan Chorey and Patricki Otton (attached)	1
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Overall Rating (select one; UN, IN, ME, EE, EX)	Letter Rating <u>EE</u>
Total Points (Add all sections; Includes 1 point for Item 9. Department Specific Competency, 85 possible points)	Total Points <u>75.5</u> (88.8%)

Professional Development Plan/Comments (below)

Signatures:

Employee Name Daniel Pelletier

Employee Signature _____ **Date** 7/31/20

Employee signature also indicates that I have received a copy of this evaluation.

I will like to include comments regarding my evaluation.

Board of Water Commissioners:

Chair _____ **Date** _____

Vice Chair _____ **Date** _____

Clerk _____ **Date** _____

Dan Pelletier

From: patrick otton <p_otton@yahoo.com>
Sent: Thursday, May 14, 2020 8:31 PM
To: Dan Pelletier; Dan Pelletier
Subject: Row Planting

May 14, 2020

Board of Water Commissioners
Harwich Water Department
196 Chatham Road
Harwich, MA 02645

cc: Dan Pelletier, Superintendent

Dear Commissioners,

On Friday, May 8, 2020, coordinated by Paul Sellers, Supervisor, Vegetation Management, 250 plants of 18 different species, purchased by Eversource, were delivered to the Eversource ROW on Harwich Water Department land, Bay Road. This was the culmination of 12 weeks of prior preparatory work done by volunteers coordinated by the core group, Food Forest Initiative (FFI).

This is a demonstrable event, a multiple win-win-win-win:

- A win for Harwich Water Dept, gaining another 300' buffer of passive vegetation management at their public water well heads,
- A win for Eversource in community engagement and support,
- A win for Harwich residents, gaining a productive public walking garden,
- A win for Nature's flora and fauna, with enough to share for all.

Plants included: apple, pear, blueberry, paw paw, chinquapin, hazelnut, nanny berry, beach plum, bush cherry, elderberry, nanking cherry, mulberry, apios, and so on, in an effort to create a sustainable self-maintaining productive garden.

I wish to personally thank you, Harwich Water Department and specifically, Dan Pelletier, for your support of this project without which this project would never had happened. It is a pleasure to work with Dan, congenial and dedicated. And, thank you for the water connection needed until the plants become established. From the 28 volunteers who have physically worked and contributed to the initial success of this project – Thank you! The season is just beginning, I will send you updates as we, the plants, and the season(s) progress. Again, Thank you.

Sincerely,

Patrick Otton

49 Kendrick Rd
Harwich, MA 02645
617-244-2761
p_otton@yahoo.com

Patrick Otton
617-244-2761
p_otton@yahoo.com

Again Dan, thank you for putting
this program together for us.
It was enjoyed by all.

Sincerely,

Susan Chorey
Woman Gourmet

February 23, 2020

Dan,

Thank you so much for all your time
and patience on Thursday. All the
women left 85 Depot St. feeling so
much more informed and aware of
all that is involved to keep our
water available and safe. You are
definitely a "master at your craft".
We enjoyed your enthusiasm and
hospitality - donuts and coffee
were a big hit!!

Superintendent Evaluation; Daniel Pelletier

Item 10. Goals and Objectives for the Following Year		
G,A	Pleasant Lake Tank	3
G,A	Generator @ Water Dept.	3
G,A	Flushing Program	3
G,A	Drinking Water Grant	1
Gary	Capital Plan Amendment	1
Allin	Begin New Well Exploration @ N. Westgate	1
		12

Final Score			
Score	ME	EE	EX
2.75	X		
3.25		X	
3.75		X	
2.25	X		
4			X
6			X
5.75			X
4.75		X	
5.25		X	
5.25		X	
6			X
5.25		X	
5.25		X	
1			
12			
1			
1			
1			
75.5			
0.888235	2	7	4

PLEASANT LAKE TANK
UPGRADE PROJECT

Tank Industry Consultants DRAFT Contract
GHD Engineering Services Contract

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF HARWICH, MASSACHUSETTS
AND
TANK INDUSTRY CONSULTANTS DRAFT
FOR PLEASANT LAKE WATER TANK IMPROVEMENTS**

THIS AGREEMENT made this ____ day of _____, 2020 between TANK INDUSTRY CONSULTANTS, with a usual place of business at 7740 West New York Street, Indianapolis, Indiana 46214, hereinafter called the "ENGINEER," and the Town of Harwich, MA, acting by its Board of Water Commissioners, with a usual place of business at 196 Chatham Road, Harwich, MA hereinafter called the "TOWN".

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

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a lump sum of \$_____, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$_____ without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on _____ and shall expire on _____, unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The ENGINEER 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 engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

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

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

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

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

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

7. Reimbursement

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

11. Insurance

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

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

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

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

12. Notice

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

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

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.

ENGINEER:

TOWN OF HARWICH:

By: _____

By: _____

Name:

Gary Carreiro – Chairman

Type or Print

Allin Thompson – Vice Chairman

Title:

Judith Underwood - Clerk

640822/Harw/0001

Coronavirus Update

Stay informed about COVID-19: Latest on cases, guidance, regulations *Jul. 30th, 2020, 9:00 am* [Read more](#) ▶

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Drinking Water Supply Protection Grant Program

Find details on this grant program. Learn what types of projects are eligible, and figure out if your organization is eligible to apply.

Overview

The DWSP grant program provides financial assistance to public water systems and municipal water departments for the purchase of land or interests in land for the following purposes: 1) protection of existing DEP-approved public drinking water supplies; 2) protection of planned future public drinking water supplies; or 3) groundwater recharge. It is a reimbursement program.

Grant Details

- **Maximum award:** \$300,000
- **Reimbursement rate:** 50%
- **BID Release Date:** Friday, November 15, 2019
- **Tuesday, January 21, 2020 at 3:00 pm**

DWSP Grant Links

For more information on public drinking water supplies in Massachusetts, go to the Department of Environmental Protection (DEP): [Drinking Water \(/water-supplier-operations\)](#)

Contact Information

For more information, you can contact:

Nathaniel Thomas - Division of Conservation Services

617-626-1187

Nathaniel.Thomas1@mass.gov (mailto:Nathaniel.Thomas1@mass.gov)

CONTACT

DCS - Nathaniel Thomas

Address

100 Cambridge St, Suite 900, Boston, MA 02114

Directions (<https://maps.google.com/?q=100+Cambridge+St%2C+Suite+900%2C+Boston%2C+MA+02114>)

Phone

(617) 626-1187 (tel:6176261187)

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Apply to the Drinking Water Supply Protection Grant Program

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**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF HARWICH, MASSACHUSETTS
AND GHD
FOR PLEASANT LAKE WATER TANK IMPROVEMENTS**

THIS AGREEMENT made this ____ day of _____, 2020 between GHD, with a usual place of business at 1545 Iyannough Road, Hyannis, MA 02601, hereinafter called the "ENGINEER," and the Town of Harwich, MA, acting by its Board of Selectmen, with a usual place of business at Harwich Town Hall, 732 Main Street, Harwich, MA 02645, hereinafter called the "TOWN".

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

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a lump sum, not to exceed, of \$40,868, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$40,868 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on _____ and shall expire on _____, unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The ENGINEER 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 engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

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

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

to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

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

7. Reimbursement

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

- A. General Liability: The ENGINEER shall indemnify and hold harmless the TOWN, to the proportionate extent of its liability, from and against claims, damages, losses, and expenses, including reasonable attorney's fees, to the extent directly related to the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER shall indemnify and hold harmless the TOWN, to the proportionate extent of its liability, from and against claims, damages, losses, and expenses, including reasonable attorney's fees, directly related to the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.
- C. Limitation of Liability: Notwithstanding anything to the contrary in this Agreement, neither party to this Agreement shall be liable to the other for any consequential, special, indirect, incidental or punitive damages arising from this Agreement including but not limited to loss of use, revenue, profits and goodwill. The foregoing disclaimer of liability shall apply regardless of whether such liability is based on breach of contract, tort (including without limitation negligence), strict liability, breach of a fundamental term, fundamental breach, or otherwise.

11. Insurance

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

- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of three (3) years after completion.

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

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.
- H. Liability is limited to the proceeds of the applicable insurance policies taken out by ENGINEER under this Agreement, but not to exceed the minimum amounts of those policies specified in this Agreement.

12. Notice

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

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such

termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

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.

ENGINEER:

TOWN OF HARWICH:

By: Marc Drainville 07/24/2020

By: _____

Name: Marc Drainville, P.E.

Title: Vice President

519856/KOPE/0003

Engineer's Services

Engineer shall provide Basic Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Specific Project Data

Title: PLEASANT LAKE WATER STORAGE TANK UPGRADES

Description: The Town of Harwich Water Department (CLIENT) desires to increase the size of the existing 12-inch inlet fill pipe at the 1.5 MG Pleasant Lake Elevated Water Storage Tank. The limits of work shall start at the water mains that are located approximately 250-feet west of the tank and extend through the interior of the water tank including the inlet fill pipe, valves, and associated appurtenances.

Work inside the water tank shall be performed by Tank Industry Consultants including design, technical specifications, cost estimates, and related construction administration items. CLIENT shall provide design plans and technical specifications for work inside the water tank to GHD to be incorporated into a single bid set of plans and specifications.

The following scope of services identifies the tasks as part of this agreement:

Task 1. Existing Site Plan. Digitize the existing conditions site plan (entitled “*Tank Site Plan With Water Supply and Drainage Piping, dated 9/23/04*”) and develop a suitable site plan for yard piping improvements. CLIENT to determine diameter and material of yard piping.

Submittals include: Existing Conditions Plan

Task 2. 90% Plans. Develop 90% design plans that include cover sheet, notes, legend, proposed improvements, and construction details. Limit of works shall include exterior piping only. Interior tank piping plans shall be provided by CLIENT and developed by others. Plans shall include the water main from tank to tee, and valves for tank draining and control. Submit plans to CLIENT for review and comment.

Submittals include: 90% Design Plans

Task 3. 90% Specifications. Develop boiler plate and technical specifications (Divisions 01 and 02). All technical specifications for interior work shall be provided by CLIENT and developed by others. Included in boiler plate specifications are general and supplemental conditions. GHD will request prevailing wage rates. Submit specifications to CLIENT for review and comment.

Submittals include: 90% Specifications

Task 4. 90% Cost Estimate. Develop 90% cost estimate for exterior work only. Cost estimate for interior work shall be provided by CLIENT and developed by others. Submit cost estimate to CLIENT for review and comment.

Submittals include: 90% Cost Estimate

Task 5. Permitting. Prepare and submit the MassDEP WS 32: Distribution Modification for Systems that serve more than 3,300 people.

Submittals include: Completed Permit Application

Task 6. 100% Plans. Develop 100% plans based on CLIENT review and comment of 90% submittal. Incorporate plans for interior tank work by others to generate a complete bid set of construction plans.

Submittals include: 100% Design Plans

Task 7. 100% Specifications. Develop 100% specifications based on CLIENT review and comment of 90% submittal. Incorporate technical specifications for interior tank work by others to generate a complete bid set of construction specifications.

Submittals include: 100% Specifications

Task 8. 100% Cost Estimate. Develop 100% cost estimate based on CLIENT review and comment of 90% submittal. Incorporate cost estimate for interior tank work by others.

Submittals include: 100% Cost Estimate

Task 9. Basis of Design Memorandum. Develop a Basis of Design memorandum that documents the design process for this project.

Submittals include: Basis of Design Memorandum

Task 10. Bidding Services. Perform the following bidding services:

- Advertise in the Central Register; and develop PDF of advertisement for the CLIENT to post and place in the local newspaper and online.
- Provide electronic Contract Bid Documents to the CLIENT for distribution to bidders.
- Attend and assist at the Bid Opening. Assist the Owner in tabulating bids for the project. Review and analyze bid results and recommend award of the contract.
- Prepare formal Contract Documents for contractor execution.

Task 11. Construction Administration. Perform the following construction administration services for exterior tank work only:

- Review shop drawings and samples.
- Develop responses for up to two (2) contractor-issued Requests for Information (RFIs).
- Review up to two (2) proposed Change Orders and preparation of Change Order paperwork.
- Review and approve up to (2) payment requests.
- Provide substantial and final completion inspections, develop project punch-list for completion.

Task 12. Resident Project Representative (RPR) Services. Provide up to 68 hours of RPR services for exterior tank work. A budget of Five Thousand Dollars (\$5,000.00) has been included in this agreement to secure an RPR for the interior tank work. GHD will subcontract interior RPR services to a qualified and CLIENT-approved subcontractor.

PART 2 - CLIENT RESPONSIBILITIES

A2.01 Services Required by CLIENT:

- A. Water Main Sizing: CLIENT to provide diameter and material of the water main to be used for the yard piping.

- B. Interior Tank Design Plans and Specifications: CLIENT shall provide Plans Stamped by a Massachusetts Licensed Engineer for all interior tank work.
- C. Comments: CLIENT shall provide comments on submittals within five (5) days of receipt.
- D. Bidding: CLIENT shall advertise project on COMMBUYS.

PART 3 - OUT OF SCOPE WORK

A3.01 *The following is considered out of scope work:*

- A. Model review or modeling of the water system.
- B. Any interior water tank design or technical specifications.
- C. Water main, inlet feed pipe, overflow and vent sizing for the Pleasant Lake Water Tank, and associated piping.
- D. Any permitting other than listed in the Scope of Services.
- E. Preparation of addenda.
- F. Preparation for and attendance at a pre-bid meeting.

PART 4 – PAYMENTS TO ENGINEER FOR SERVICES

CLIENT shall pay ENGINEER for Basic Services set forth in Exhibit A as follows:

- A. CLIENT shall pay ENGINEER a Lump Sum or fee of Forty Thousand Eight Hundred and Sixty-Eight Dollars (\$40,868.00) for this agreement.
- B. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the CLIENT.
- C. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and reimbursable expenses.
- D. ENGINEER shall submit invoices on a monthly basis.

PART 5 - PERIOD OF SERVICE

The compensation amount stipulated above for all project tasks is to be completed within 90 calendar days of authorization.

Exhibit B
Proposed Budget for
DESIGN, BIDDING & CONSTRUCTION PHASE SERVICES
PLEASANT LAKE WATER TANK IMPROVEMENTS
Town of Harwich, Massachusetts

TASK	Project Director Marc Drainville, P.E., BCEE	Project Manager Russell Kleekamp	Staff Engineers Craig Curtin Lenna Quackenbush	Managing Designer James Fosdick	Admin	Total Hours	GHD Labor Cost	GHD Expenses	GHD Total Cost
1 Existing Conditions Plan	0	0.5	0	8	0	8.5	\$1,435	\$0	\$1,435
2 90% Plans	0.5	2	4	24	6	36.5	\$5,458	\$20	\$5,478
3 90% Specifications	0.5	8	16	0	0	24.5	\$3,342	\$0	\$3,342
4 90% Cost Estimate	0	1	8	0	0	9	\$982	\$0	\$982
5 Permitting	0	0.5	8	0	1	9.5	\$966	\$0	\$966
6 100% Plans	0.5	1	2	16	0	19.5	\$3,194	\$20	\$3,214
7 100% Specifications	0.5	8	8	0	4	20.5	\$2,922	\$0	\$2,922
8 100% Cost Estimate	0.5	0.5	2	0	0	3	\$427	\$0	\$427
9 Basis of Design Memorandum	0	0.5	16	0	0	16.5	\$1,652	\$0	\$1,652
10 Bidding Services	0.5	1	16	0	0	17.5	\$1,886	\$0	\$1,886
11 Construction Administration	1	2	40	0	4	47	\$4,899	\$200	\$5,099
12 Resident Project Representative	0	8	60	0	0	68	\$7,467	\$6,000	\$13,467
TOTAL	4	33	180	48	15	280	\$34,628	\$6,240	\$40,868

Notes:

1. Mileage based on \$0.58 per mile
2. Budget includes the following assumptions for each task. Additional required hours will be negotiated as an amendment to this agreement.
 - Task 11 - Review up to 2 RFI's (exterior of tank only)*
 - Task 11 - Review up to 2 Change Orders (exterior tank only)*
 - Task 11 - Review up to 2 Pay Requests*
 - Task 12 - Provide up to 68 hours of RPR services for exterior / yard piping construction.*