

TOWN
ADMINISTRATOR'S
REPORT

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

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

Citizen's Committee Vacancy Forms are available on our website

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract with Cape Cod Flip, Inc.

Date: July 18, 2023

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

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

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

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Roman Greer DEPARTMENT: Golf

FUNDING SOURCE: Golf Revolving Fund 15436952-538000

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

PROCUREMENT METHOD:
M.G.L. 30b

PURCHASE DESCRIPTION:

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

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

Description of services required:
Instsall new air conditioning compressor with air required electrical connections.
Intall one 24,000 BTU wall unit in pro shop.
Install one 14,000 BTU ceiling cassette in main entrance.
Install one 7,000 BTU ceilinnng cassette in large office.
Install one 4,000 BTU wall mount in small office.
Install all line sets and communication line to all units.
PReasure test all line sets
Vac and charge all line sets.
Test all units to make sure they are operating properly.
Schedule: Intallation within within 2 weeks of contract signing.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW 15436952-538000

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

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

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Cape Cod Flip, Inc., with an address of 242 Leland Road, Brewster, MA 02631 hereinafter referred to as "Contractor", effective as of the 3rd day of July 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

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

ARTICLE 2: TIME OF PERFORMANCE:

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

ARTICLE 3: COMPENSATION:

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

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:


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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

86-1341843

Social Security Number or
Federal Identification Number


Signature of Individual or Corporate Name

By: _____
Corporate Officer
(if applicable)

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

CONTRACTOR

By  DocuSigned by:

Yusuf Ali

4D5940DB77564FA..
Zachary Maintanis Zachary Maintanis

Printed Name and Title

TOWN OF HARWICH

by its Board of Selectmen Over \$75,000

Approved as to Availability of Funds:

-DocuSigned by:

Kathleen Barrette

83B11569769A4FD
Finance Director

Account/PO # PO24002

15436952-538000

21,268

(\$)

Contract Sum

PO24002

by its Town Administrator Up to \$75,000

-DocuSigned by:

Joseph F. Powers

Town Administrator

Attachment A

Scope of Services

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



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

RECIPIENT:

Sean Libby

183 Oak Street
Harwich, Massachusetts 02645

Quote #206

Sent on Jun 28, 2023

Total \$21,268.00

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

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

Total \$21,268.00

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

Signature: _____ Date: _____

Project Name: Golf Clubhouse AC replacement

TM Year and Article #: revolving account

Appropriation: \$250,000

Low Bidder: Cape Cod Flip

Bid Price: 21,368.

12/13/18 Revised Procurement Checklist

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

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

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

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

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

Signature of Town Administrator or Assistant Town Administrator: M. Oles



HARWICH FIRE DEPARTMENT

MEMORANDUM

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

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

Summary of Project

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

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

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

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

Contract: MA State Contract PSEE01 VC6000185170

Vendor: Northeast Rescue

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

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

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

Total Funds: \$36,952.00

Contact/Signatory:

NorthEast Rescue Systems
280 Milton Street
Dedham, MA 02026

Dorothy O'Connor doconnor@northeastrescue.com

Included Documentation:

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

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Thornton DEPARTMENT: Fire Department

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

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

PROCUREMENT METHOD:

MA State Contract PSE01 VC6000185170

PURCHASE DESCRIPTION:

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

FireFighting Gear for McHugh, DePrizio, McShera, and DeBrosky

8 PRO series Nighthawk Boots

8 Fire Armor Gloves

8 Lifeliners Hoods

4 Black Ben 2 NFPA Helmets

Please see Quote Q-20231221 for descriptions of equipment

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

012202 573500

Funds Available: Finance Director: Barbara Bjornson Account # FE1E73157DDA4ED...

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

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and **North East Rescue Systems**, with an address of **280 Milton Street, Dedham, MA 02026**, hereinafter referred to as "Contractor", effective as of the **XX** day of **XXXX 2023** In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

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

ARTICLE 2: TIME OF PERFORMANCE:

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

ARTICLE 3: COMPENSATION:

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

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

043394594

Social Security Number or
Federal Identification Number

DocuSigned by:
Dorothy O'Connor

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR
By
DocuSigned by:
Dorothy O'Connor

3C13CABE09694C8...
Dorothy O'Connor President

Printed Name and Title

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

Approved as to Availability of Funds:
DocuSigned by:
Barbara Bjornson (\$ 36,952)

Finance Director Contract Sum
012202 573500

by its Town Administrator Up to \$50,000
DocuSigned by:
Joseph P. Powers

Town Administrator



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

Quote

Date	Quote #
7/5/2023	Q-20231221

Quote For

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

MA WBE certified with SDO

City of Boston's SLBE/MWBE

MA State Contract PSE01 VC6000185170

FOB

Terms

manufacturer

Net 30

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

Quoted prices valid for 90 days

Subtotal \$36,952.00**Sales Tax (0.0%)** \$0.00**Total** \$36,952.00

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

12/13/18 Revised Procurement Checklist

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

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

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

- ☐ 2. Finance Director has signed that funds are available: 012202 573500 Account Barbara Bjornson
- ☐ 3. Please provide a single **copy of the bid packet** along with all supporting documents. FE1E73157DDA4ED...
- ☒ 4. Please use K-P Law provided standardized contracts.

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

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

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



HARWICH FIRE DEPARTMENT

MEMORANDUM

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

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

Summary of Project

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

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

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

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

Contract: MA State Contract PSEE01 VC6000185170

Vendor: Northeast Rescue

1)	Quote Q-20231223 (7/05/2023)	Amount:	\$26,106.00
----	------------------------------	---------	-------------

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

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

Total Funds: \$26,106.00

Contact/Signatory:

NorthEast Rescue Systems
280 Milton Street
Dedham, MA 02026

Dorothy O'Connor doconnor@northeastrescue.com

Included Documentation:

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

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Thornton DEPARTMENT: Fire Department

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

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

PROCUREMENT METHOD:

MA State Contract PSE01 VC6000185170

PURCHASE DESCRIPTION:

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

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

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

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

Please see Quote Q-20231223 for descriptions of equipment

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

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

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

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and **North East Rescue Systems**, with an address of **280 Milton Street, Dedham, MA 02026**, hereinafter referred to as "Contractor", effective as of the **XX** day of **XXXX 2023** In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

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

ARTICLE 2: TIME OF PERFORMANCE:

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

ARTICLE 3: COMPENSATION:

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

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

043394594

Social Security Number or
Federal Identification Number

DocuSigned by:

Dorothy O'Connor

3C13CABE09694C8...

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

By

DocuSigned by:

Dorothy O'Connor

3C13CABE09694C8...

Dorothy O'Connor President

Printed Name and Title

TOWN OF HARWICH

by its Board of Selectmen Over \$50,000

Approved as to Availability of Funds:

DocuSigned by:

Dorothy O'Connor

3C13CABE09694C8...

Finance Director

(\$ 26106.00)
Contract Sum

by its Town Administrator Up to \$50,000

DocuSigned by:

Joseph F. Powers

Town Administrator



280 Milton St Dedham MA 02026

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

Quote

Date	Quote #
7/5/2023	Q-20231223

Quote For

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

MA WBE certified with SDO

City of Boston's SLBE/MWBE

MA State Contract PSE01 VC6000185170

FOB

Terms

manufacturer

Net 30

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

Quoted prices valid for 90 days

Subtotal \$26,106.00**Sales Tax (0.0%)** \$0.00**Total** \$26,106.00

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

12/13/18 Revised Procurement Checklist

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

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

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

- ☐ 2. Finance Director has signed that funds are available: 012202 517900 Account Barbara Bjornson
- ☐ 3. Please provide a single **copy of the bid packet** along with all supporting documents. FE1E73157DDA4ED...
- ☒ 4. Please use K-P Law provided standardized contracts.

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

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

Signature of Town Administrator or Assistant Town Administrator: _____

DocuSigned by:

Joseph F. Powers

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HARWICH FIRE DEPARTMENT

MEMORANDUM

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

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

Summary of Project

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

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

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

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

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

Contract: MA State Contract PSEE01 VC6000185170

Vendor: Northeast Rescue

1) Quote Q-20230407(6/26/2023) Amount: \$61,136.00

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

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

Total Funds: \$61,136.00

Contact/Signatory:

NorthEast Rescue Systems
280 Milton Street
Dedham, MA 02026

Dorothy O'Connor doconnor@northeastrescue.com

Included Documentation:

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

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Thornton

DEPARTMENT: Fire Department

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

Appropriated amount: \$72,000.00

Estimated cost: \$61,136.00 **Actual cost:** \$61,136.00

PROCUREMENT METHOD:

MA State Contract PSE01 VC6000185170

PURCHASE DESCRIPTION:

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

(8) FLIR K65 320x240 Thermal Camera Kits

(8) FLIR Truck Chargers

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

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

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

11222204 454000

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

012202 558000
\$3,428.58

Funds Available: Finance Director

DocuSigned by:

Barbara Bjornson

FE1E73157DDA4ED...

Account #

Approved to proceed: Town Administrator or Designee:

DocuSigned by:

Meggan Eldredge

A3DEE14D2F1248B...

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and **North East Rescue Systems**, with an address of **280 Milton Street, Dedham, MA 02026**, hereinafter referred to as "Contractor", effective as of the 10th day of **July, 2023** In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

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

ARTICLE 2: TIME OF PERFORMANCE:

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

ARTICLE 3: COMPENSATION:

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

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

3. All attachments to the Agreement.

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

043394594
Social Security Number or
Federal Identification Number

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

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

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

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

Approved as to Availability of Funds:

DocuSigned by:
Kathleen Banette
Finance Director
012202 558000

(\$ 61,136.00)
Contract Sum

by its Town Administrator Up to \$75,000

DocuSigned by:
Joseph P. Powers
Town Administrator



280 Milton St Dedham MA 02026

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

Quote

Date	Quote #
6/26/2023	Q-20230407

Quote For

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

MA WBE certified with SDO

City of Boston's SLBE/MWBE

MA State Contract PSE01 VC6000185170

FOB

Terms

manufacturer

Net 30

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

Quoted prices based on purchase of complete package Valid for 30 Days

Subtotal \$61,136.00**Sales Tax (0.0%)** \$0.00**Total** \$61,136.00

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

12/13/18 Revised Procurement Checklist

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

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

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

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

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

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

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

DocuSigned by:

0623C0C5799644E

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract with VHB, Inc. for Subdivision Review

Date: July 18, 2023

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

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

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Halkiotis DEPARTMENT: Planning

FUNDING SOURCE: Engineering 014112/530900 FY 24 budget

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

PROCUREMENT METHOD:

engineering services are exempt

PURCHASE DESCRIPTION:

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

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

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

contract for one year beginning July 1, 2023

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

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

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

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

26th June

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

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

1. Scope of Work

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

2. Contract Price

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

3. Commencement and Completion of Work

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

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

4. Performance of the Work

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

A. Responsibility for the Work:

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

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

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

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

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

7. Reimbursement

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

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

11. Insurance

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

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

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

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

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

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

12. Notice

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

13. Termination

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

14. Miscellaneous

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

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

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

VANASSE HANGEN BRUSTLIN, INC.

TOWN OF HARWICH

by its Board of Selectmen Over \$75,000

By: DocuSigned by:
Robert Penfield
D2811402B12B41B...

Name: Robert Penfield
Type or Print

Title: Managing Director

by its Town Administrator Up to \$75,000

DocuSigned by:
Joseph E. Powers
Town Administrator

Approved as to Availability of Funds:

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

Account # 014112 530900

PO #: 24003

EXHIBIT A

Scope of Services:

Engineering Consulting and Technical Services and Support for Subdivision Reviews

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

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

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

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

Project Name: On-Call engineering services

TM Year and Article #: operating budget

Appropriation: \$30,000

Low Bidder: n/a exempt

Bid Price:

12/13/18 Revised Procurement Checklist


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

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

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

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

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

Signature of Town Administrator or Assistant Town Administrator: 

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

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

Date: July 18, 2023

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

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

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Halkiotis DEPARTMENT: Planning

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

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

PROCUREMENT METHOD:

Engineering services are exempt from Chapter 30B

PURCHASE DESCRIPTION:

Purchase descriptions should contain the following components (see document on purchase descriptions):

Description of supplies or services required; quantities required; schedule for performance and delivery terms.

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

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

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

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

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

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

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

1. Scope of Work

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

2. Contract Price

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

3. Commencement and Completion of Work

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

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

4. Performance of the Work

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

A. Responsibility for the Work:

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

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

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

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

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

7. Reimbursement

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

11. Insurance

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

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

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

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

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

12. Notice

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

13. Termination

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

14. Miscellaneous

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

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

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

VANASSE HANGEN BRUSTLIN, INC.

TOWN OF HARWICH

by its Select Board Over \$75,000

By: DocuSigned by:
Robert Penfield
D2811402B12B41B...
Name: Robert Penfield
Type or Print
Title: Managing Director

by its Town Administrator Up to \$75,000

DocuSigned by:
Joseph F. Powers
Town Administrator

Approved as to Availability of Funds:

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

Account #: 01411

PO# 24004

519856/KOPE/0003

EXHIBIT A

Scope of Services:

Engineering Consulting and Technical Services and Support for Stormwater Reviews

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

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

Project Name: Stormwater Permit Review

TM Year and Article #: ATM 21, art #15

Appropriation: \$50,000

Low Bidder: n/a exempt

Bid Price: n/a exempt

12/13/18 Revised Procurement Checklist

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

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

- ☒ 1. Please provide a **separate page titled "Summary of Project"** which includes: *Pre-checklist*
- ☐ a. Provide how many bidders there were, the range of bids, and apparent low bidder. *N/A*
 - ☒ b. Identify the funding source, such as article number and amount approved.
 - ☐ c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- ☒ 2. Finance Director has signed that funds are available: *01411A2-621015* Account
- ☐ 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- ☒ 4. Please use K-P Law provided standardized contracts.

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

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

Signature of Town Administrator or Assistant Town Administrator: *Meldy*

Golf Department Revolving Fund

4th Quarter FY23

Golf Revolving Fund (Pro Shop)

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

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

The annual spending limit is \$250,000

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

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

Narrative:

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

TOWN OF HARWICH - LIVE DATA

REVOLVING 4TH QUARTER FY23

FOR 2023 12				JOURNAL DETAIL 2023 10 TO 2023 12				
ACCOUNTS FOR: 1543 GOLF REVOLVING ACCOUNT				REVISD BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
ORIGINAL APPROP	TRANS/ADJSMTS							
15436951 GOLF REVOLVING ACCOUNT								
15436951 512000	SEASONAL S&W							
0.00		0.00	0.00	13,650.90	0.00	-13,650.90	100.0%	
2023/10/000178	04/14/2023 PRJ	101.88	REF PR2341	WARRANT=PR2341	RUN=2 TOWN PAY			
2023/10/000286	04/21/2023 PRJ	50.94	REF PR2342	WARRANT=PR2342	RUN=2 TOWN PAY			
2023/10/000442	04/28/2023 PRJ	50.94	REF PR2343	WARRANT=PR2343	RUN=2 TOWN PAY			
2023/11/000092	05/05/2023 PRJ	203.76	REF PR2344	WARRANT=PR2344	RUN=2 TOWN PAY			
2023/11/000212	05/12/2023 PRJ	152.82	REF PR2345	WARRANT=PR2345	RUN=2 TOWN PAY			
2023/11/000370	05/19/2023 PRJ	458.46	REF PR2346	WARRANT=PR2346	RUN=2 TOWN PAY			
2023/11/000506	05/26/2023 PRJ	152.82	REF PR2347	WARRANT=PR2347	RUN=2 TOWN PAY			
2023/12/000043	06/02/2023 PRJ	50.94	REF PR2349	WARRANT=PR2349	RUN=2 TOWN PAY			
2023/12/000131	06/09/2023 PRJ	203.76	REF P2349A	WARRANT=P2349A	RUN=2 TOWN PAY			
2023/12/000282	06/16/2023 PRJ	152.82	REF PR2350	WARRANT=PR2350	RUN=2 TOWN PAY			
2023/12/000298	06/23/2023 PRJ	305.64	REF PR2351	WARRANT=PR2351	RUN=2 TOWN PAY			
2023/12/000370	06/30/2023 PRJ	254.70	REF PR2352	WARRANT=PR2352	RUN=2 TOWN PAY			
TOTAL GOLF REVOLVING ACCOUNT								
0.00		0.00	0.00	13,650.90	0.00	-13,650.90	100.0%	
15436952 GOLF REVOLVING ACCOUNT								
15436952 538000	OTHER PURCHASED SERVICES							
0.00	250,000.00	250,000.00	23,345.80	0.00	226,654.20	9.3%		
2023/10/000385	04/27/2023 API	379.83	VND 027227	VCH CANTALOUPE	CREDIT CARD READER FOR BALL MA	235628		
2023/10/000385	04/27/2023 POL	-359.00	VND 027227	PO 23054	CANTALOUPE CREDIT CARD READER FOR BAL2023			
2023/12/000038	06/01/2023 API	3,168.00	VND 014173	VCH ASHWOOD FOOD SE	ACCT# CV MEMBER-MEMBER LUNCH	236227		
15436952 558000	UNCLASSIFIED SUPPLIES							
0.00	0.00	0.00	17,013.09	0.00	-17,013.09	100.0%		
2023/10/000166	04/13/2023 API	475.55	VND 003615	VCH R J SHEPHERD CO	ACCT# CRANBERRY VALLEY GOLF CO	235501		
2023/12/000109	06/08/2023 API	770.28	VND 001644	VCH EASY PICKER GOL	CVGC2	236366		
2023/12/000452	06/30/2023 API	100.00	VND 013547	VCH EAST COAST TROP	CRANBERRY VALLEY SR. CLUB CHAM			
15436952 558001	HATS							
0.00	0.00	0.00	13,753.86	0.00	-13,753.86	100.0%		
2023/10/000052	04/06/2023 API	1,572.00	VND 017332	VCH IMPERIAL HEADWE	ACCT# 11172	235370		
2023/10/000166	04/13/2023 API	507.60	VND 014983	VCH CALLAWAY GOLF C	ACCT# 83439	235442		
2023/10/000166	04/13/2023 API	864.00	VND 017332	VCH IMPERIAL HEADWE	ACCT# 11172	235479		
2023/10/000166	04/13/2023 API	1,458.00	VND 017332	VCH IMPERIAL HEADWE	ACCT# 11172	235479		

TOWN OF HARWICH - LIVE DATA

REVOLVING 4TH QUARTER FY23

FOR 2023 12				JOURNAL DETAIL 2023 10 TO 2023 12			
ACCOUNTS FOR: 1543 GOLF REVOLVING ACCOUNT							
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
15436952 558001 HATS							
2023/10/000258	04/20/2023 API	1,008.00 VND 017332 VCH	IMPERIAL HEADWE	ACCT# 11172			235570
2023/10/000385	04/27/2023 API	1,563.30 VND 017254 VCH	TAYLOR	ACCT# 618130			235703
2023/10/000385	04/27/2023 API	1,311.20 VND 027248 VCH	VIMHUE	ACCT# CRANBERRY VALLEY GOLF CO			235713
2023/11/000154	05/11/2023 API	639.60 VND 014983 VCH	CALLAWAY GOLF C	ACCT# 83439			235895
2023/12/000203	06/15/2023 API	190.19 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			236448
15436952 558002 CLOTHING							
0.00	0.00	0.00	62,926.02	0.00	-62,926.02	100.0%	
2023/10/000052	04/06/2023 API	3,435.51 VND 018440 VCH	OUTDOOR	ACCT# CV-31523			235395
2023/10/000166	04/13/2023 API	2,416.50 VND 027244 VCH	YRI CUSTOM DESI	ACCT# CRANBERRY VALLEY GOLF CO			235528
2023/10/000258	04/20/2023 API	1,403.46 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			235530
2023/10/000258	04/20/2023 API	612.52 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			235530
2023/10/000258	04/20/2023 API	2,038.45 VND 027154 VCH	RENWICK GOLF LL	ACCT# CRANBERRY VALLEY GOLF CO			235589
2023/10/000258	04/20/2023 API	815.09 VND 023082 VCH	THE CIT	ACCT# 108404			235600
2023/10/000385	04/27/2023 API	48.35 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			235614
2023/10/000385	04/27/2023 API	535.19 VND 014208 VCH	GEAR FOR SPORTS	ACCT# 31641			235658
2023/10/000385	04/27/2023 API	1,456.72 VND 023082 VCH	THE CIT	TOW645 pick ticket 139258			235704
2023/11/000056	05/04/2023 API	184.17 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			235717
2023/11/000056	05/04/2023 API	127.41 VND 014208 VCH	GEAR FOR SPORTS	ACCT# 31641			235761
2023/11/000056	05/04/2023 API	871.50 VND 027135 VCH	RAYMOND LANCTOT	ACCT# CRANBERRY VALLEY - 41			235802
2023/11/000056	05/04/2023 API	1,338.10 VND 027257 VCH	SAN SOLEIL	ACCT# 2625			235808
2023/11/000056	05/04/2023 API	986.84 VND 023082 VCH	THE CIT	ACCT# 108404			235817
2023/11/000154	05/11/2023 API	689.87 VND 025460 VCH	OURAY	ACCT# 136297			235957
2023/11/000318	05/18/2023 API	528.00 VND 026567 VCH	FULL TURN	ACCT# CRA05			236034
2023/11/000448	05/25/2023 API	1,676.75 VND 024547 VCH	SURF & TURF GOL	ACCT# CRANBERRY VALLEY GOLF CO			236206
2023/11/000448	05/25/2023 API	5,449.77 VND 023082 VCH	THE CIT	ACCT# 108404			236209
2023/12/000109	06/08/2023 API	689.87 VND 025460 VCH	OURAY	ACCT# 136297			236402
2023/12/000203	06/15/2023 API	503.56 VND 027135 VCH	RAYMOND LANCTOT	ACCT# 5084305234			236533
2023/12/000203	06/15/2023 API	1,282.65 VND 023082 VCH	THE CIT	ACCT# 108404			236555
2023/12/000203	06/15/2023 API	44.00 VND 023082 VCH	THE CIT	ACCT# CRANBERRY VALLEY GOLF CO			236555
2023/12/000203	06/15/2023 API	753.43 VND 023082 VCH	THE CIT	ACCT# CRANBERRY VALLEY GOLF CO			236555
2023/12/000296	06/22/2023 API	132.00 VND 027135 VCH	RAYMOND LANCTOT	ACCT# 5084305234	CRANBERRY VAL		236645
2023/12/000296	06/22/2023 API	47.50 VND 027135 VCH	RAYMOND LANCTOT	ACCT# 5084305234	CRANBERRY VAL		236645
2023/12/000296	06/22/2023 API	57.59 VND 027135 VCH	RAYMOND LANCTOT	ACCT# 5084305234	CRANBERRY VAL		236645
2023/12/000296	06/22/2023 API	168.24 VND 023082 VCH	THE CIT	ACCT# TOW645			236658
15436952 558003 GOLF BALLS							
0.00	0.00	0.00	39,782.18	0.00	-39,782.18	100.0%	
2023/10/000166	04/13/2023 API	2,992.72 VND 023352 VCH	BRIDGESTONE	ACCT# 38483			235438
2023/10/000258	04/20/2023 API	237.60 VND 014983 VCH	CALLAWAY GOLF C	ACCT# 83439			235543
2023/10/000258	04/20/2023 API	237.60 VND 014983 VCH	CALLAWAY GOLF C	ACCT# 83439			235543
2023/10/000385	04/27/2023 API	796.35 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			235614
2023/10/000385	04/27/2023 API	1,723.08 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			235614
2023/11/000154	05/11/2023 API	2,747.28 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			235880

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ACCOUNTS FOR: 1543 GOLF REVOLVING ACCOUNT							
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
15436952 558003 GOLF BALLS							
2023/11/000154	05/11/2023 API	256.43 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			235880
2023/11/000154	05/11/2023 API	502.40 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			235880
2023/11/000154	05/11/2023 API	475.20 VND 014983 VCH	CALLAWAY GOLF C	ACCT# 83439			235895
2023/11/000154	05/11/2023 API	881.76 VND 020258 VCH	CLEVELAND GOLF/	ACCT# 6059			235905
2023/11/000448	05/25/2023 API	973.50 VND 017254 VCH	TAYLOR	ACCT# 618130			236208
2023/12/000038	06/01/2023 API	133.19 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			236223
2023/12/000038	06/01/2023 API	133.19 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			236223
2023/12/000109	06/08/2023 API	502.36 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			236333
2023/12/000109	06/08/2023 API	58.82 VND 020258 VCH	CLEVELAND GOLF/	ACCT# 6059			236356
15436952 558004 GOLF CLUBS							
0.00		0.00	0.00	2,585.14	0.00	-2,585.14	100.0%
2023/12/000038	06/01/2023 API	248.60 VND 017254 VCH	TAYLOR	ACCT# 618130			236318
15436952 558006 GOLF MISC							
0.00		0.00	0.00	57,588.57	0.00	-57,588.57	100.0%
2023/10/000052	04/06/2023 API	844.42 VND 019079 VCH	GOLF MAX	ACCT# 026451			235362
2023/10/000052	04/06/2023 API	1,638.85 VND 003615 VCH	R J SHEPHERD CO	ACCT# CRANBERRY VALLEY GOLF CO			235398
2023/10/000052	04/06/2023 API	162.75 VND 003615 VCH	R J SHEPHERD CO	ACCT# CRANBERRY VALLEY GOLF CO			235398
2023/10/000166	04/13/2023 API	1,423.26 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			235422
2023/10/000166	04/13/2023 API	137.70 VND 014983 VCH	CALLAWAY GOLF C	ACCT# 83439			235442
2023/10/000166	04/13/2023 API	360.70 VND 023780 VCH	LSQ FUNDING GRO	ACCT# 36124859			235485
2023/10/000166	04/13/2023 API	96.00 VND 027244 VCH	YRI CUSTOM DESI	ACCT# CRANBERRY VALLEY GOLF CO			235528
2023/10/000258	04/20/2023 API	4,529.63 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			235530
2023/10/000385	04/27/2023 API	78.39 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			235614
2023/10/000385	04/27/2023 API	2,025.10 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			235614
2023/10/000385	04/27/2023 API	224.33 VND 024793 VCH	DEADPERFECT GOL	ACCT# CRANBERRY VALLEY GOLF CO			235643
2023/10/000385	04/27/2023 API	261.50 VND 018258 VCH	DYNAMIC BRANDS	ACCT# 610355			235647
2023/10/000385	04/27/2023 API	109.15 VND 003615 VCH	R J SHEPHERD CO	ACCT# CRANBERRY VALLEY GOLF CO			235685
2023/11/000154	05/11/2023 API	490.83 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			235880
2023/11/000154	05/11/2023 API	98.53 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			235880
2023/11/000154	05/11/2023 API	612.00 VND 014983 VCH	CALLAWAY GOLF C	ACCT# 83439			235895
2023/11/000154	05/11/2023 API	586.34 VND 019079 VCH	GOLF MAX	ACCT# 026451			235920
2023/11/000154	05/11/2023 API	3,006.68 VND 027262 VCH	MAUI JIM	ACCT# 10534047			235940
2023/11/000154	05/11/2023 API	164.70 VND 017254 VCH	TAYLOR	ACCT# 618130			235976
2023/11/000154	05/11/2023 API	1,921.50 VND 026389 VCH	YOUR OWN	ACCT#CRA007			235993
2023/11/000448	05/25/2023 API	84.23 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			236120
2023/11/000448	05/25/2023 API	1,395.74 VND 024793 VCH	DEADPERFECT GOL	ACCT# CRANBERRY VALLEY GOLF CO			236154
2023/12/000038	06/01/2023 API	91.80 VND 014983 VCH	CALLAWAY GOLF C	ACCT# 83439			236243
2023/12/000038	06/01/2023 API	509.01 VND 024793 VCH	DEADPERFECT GOL	ACCT# CRANBERRY VALLEY GOLF CO			236262
2023/12/000109	06/08/2023 API	152.39 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			236333
2023/12/000109	06/08/2023 API	1,496.70 VND 003615 VCH	R J SHEPHERD CO	ACCT# CRANBERRY VALLEY GOLF CO			236408
2023/12/000203	06/15/2023 API	137.03 VND 022144 VCH	ACUSHNET COMPAN	ACCT# US00014899			236448
2023/12/000203	06/15/2023 API	45.90 VND 014983 VCH	CALLAWAY GOLF C	ACCT# 83439			236462

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ACCOUNTS FOR: 1543 GOLF REVOLVING ACCOUNT	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
15436952 558006	GOLF MISC						
2023/12/000203	06/15/2023	API	231.04 VND 019079 VCH	GOLF MAX	ACCT# 026451		236499
2023/12/000391	06/29/2023	API	279.89 VND 027150 VCH	JOSEPH ELLIOTT	ACCT# CRANBERRY VALLEY GOLF CO		
2023/12/000452	06/30/2023	API	29.13 VND 027150 VCH	JOSEPH ELLIOTT	ACCT# CRANBERRY VALLEY GOLF CO		
TOTAL GOLF REVOLVING ACCOUNT							
	0.00	250,000.00	250,000.00	216,994.66	0.00	33,005.34	86.8%
15436954 GOLF REVOLVING ACCOUNT							
15436954 427002	SNACK BAR CONCESSION						
	0.00	0.00	0.00	-34,978.05	0.00	34,978.05	100.0%
2023/11/000615	05/24/2023	CRP	-3,168.00 REF 2245868	CUSTOMER	GOLF RECEIPTS		
15436954 437005	GOLF PRO LESSONS						
	0.00	0.00	0.00	-12,496.66	0.00	12,496.66	100.0%
2023/10/000682	04/24/2023	CRP	-55.00 REF 2244944	CUSTOMER	GOLF RECEIPTS		
2023/10/000686	04/05/2023	CRP	-55.00 REF 2219665	CUSTOMER	GOLF RECEIPTS		
2023/10/000686	04/05/2023	CRP	55.00 REF 2245197	Reversal / 2219665	GOLF RECEIPTS		
2023/10/000686	04/05/2023	CRP	-55.00 REF 2245198	CUSTOMER	GOLF RECEIPTS		
2023/10/000687	04/10/2023	CRP	-55.00 REF 2219645	CUSTOMER	GOLF RECEIPTS		
2023/10/000687	04/10/2023	CRP	-55.00 REF 2219647	CUSTOMER	GOLF RECEIPTS		
2023/10/000687	04/10/2023	CRP	55.00 REF 2245201	Reversal / 2219645	GOLF RECEIPTS		
2023/10/000687	04/10/2023	CRP	-55.00 REF 2245202	CUSTOMER	GOLF RECEIPTS		
2023/10/000687	04/10/2023	CRP	55.00 REF 2245203	Reversal / 2219647	GOLF RECEIPTS		
2023/10/000687	04/10/2023	CRP	-55.00 REF 2245204	CUSTOMER	GOLF RECEIPTS		
2023/10/000697	04/28/2023	CRP	-110.00 REF 2245002	CUSTOMER	GOLF RECEIPTS		
2023/10/000699	04/30/2023	CRP	-150.00 REF 2245020	CUSTOMER	GOLF RECEIPTS		
2023/11/000550	05/03/2023	CRP	-55.00 REF 2245412	CUSTOMER	GOLF RECEIPTS		
2023/11/000552	05/08/2023	CRP	-110.00 REF 2245332	CUSTOMER	GOLF RECEIPTS		
2023/11/000554	05/09/2023	CRP	-55.00 REF 2245447	CUSTOMER	GOLF RECEIPTS		
2023/11/000559	05/15/2023	CRP	-1,176.66 REF 2245472	CUSTOMER	GOLF RECEIPTS		
2023/11/000559	05/15/2023	CRP	-55.00 REF 2245474	CUSTOMER	GOLF RECEIPTS		
2023/11/000601	05/23/2023	CRP	-55.00 REF 2245618	CUSTOMER	GOLF RECEIPTS		
2023/11/000615	05/24/2023	CRP	-110.00 REF 2245868	CUSTOMER	GOLF RECEIPTS		
2023/11/000619	05/31/2023	CRP	-165.00 REF 2245922	CUSTOMER	GOLF RECEIPTS		

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

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ACCOUNTS FOR: 1543 GOLF REVOLVING ACCOUNT							
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
15436954 481006 GOLF PRO SHOP NON TAXABLE							
2023/11/000619	05/31/2023 CRP	-775.53 REF 2245920	CUSTOMER	GOLF RECEIPTS			
2023/11/000619	05/31/2023 CRP	131.89 REF 2245920	CUSTOMER	GOLF RECEIPTS			
2023/11/000619	05/31/2023 CRP	-672.16 REF 2245922	CUSTOMER	GOLF RECEIPTS			
2023/11/000619	05/31/2023 CRP	81.62 REF 2245922	CUSTOMER	GOLF RECEIPTS			
2023/11/000632	05/31/2023 CRP	-68.82 REF 2246372	CUSTOMER	GOLF RECEIPTS			
2023/11/000632	05/31/2023 CRP	29.31 REF 2246372	CUSTOMER	GOLF RECEIPTS			
2023/12/000148	06/05/2023 CRP	-1,085.06 REF 2246390	CUSTOMER	GOLF RECEIPTS			
2023/12/000148	06/05/2023 CRP	3.61 REF 2246390	CUSTOMER	GOLF RECEIPTS			
2023/12/000148	06/05/2023 CRP	-380.58 REF 2246395	CUSTOMER	GOLF RECEIPTS			
2023/12/000149	06/08/2023 CRP	-212.28 REF 2246405	CUSTOMER	GOLF RECEIPTS			
2023/12/000149	06/08/2023 CRP	24.00 REF 2246405	CUSTOMER	GOLF RECEIPTS			
15436954 481007 GOLF PRO SHOP TAXABLE							
0.00	-250,000.00	-250,000.00	-112,387.68	0.00	-137,612.32	45.0%	
2023/10/000682	04/24/2023 CRP	-617.33 REF 2244944	CUSTOMER	GOLF RECEIPTS			
2023/10/000682	04/24/2023 CRP	-191.30 REF 2244969	CUSTOMER	GOLF RECEIPTS			
2023/10/000686	04/05/2023 CRP	-840.16 REF 2219665	CUSTOMER	GOLF RECEIPTS			
2023/10/000686	04/05/2023 CRP	840.16 REF 2245197	Reversal / 2219665	GOLF RECEIPTS			
2023/10/000686	04/05/2023 CRP	-840.16 REF 2245198	CUSTOMER	GOLF RECEIPTS			
2023/10/000687	04/10/2023 CRP	-257.79 REF 2219645	CUSTOMER	GOLF RECEIPTS			
2023/10/000687	04/10/2023 CRP	-425.28 REF 2219647	CUSTOMER	GOLF RECEIPTS			
2023/10/000687	04/10/2023 CRP	-388.52 REF 2219649	CUSTOMER	GOLF RECEIPTS			
2023/10/000687	04/10/2023 CRP	257.79 REF 2245201	Reversal / 2219645	GOLF RECEIPTS			
2023/10/000687	04/10/2023 CRP	-257.79 REF 2245202	CUSTOMER	GOLF RECEIPTS			
2023/10/000687	04/10/2023 CRP	425.28 REF 2245203	Reversal / 2219647	GOLF RECEIPTS			
2023/10/000687	04/10/2023 CRP	-425.28 REF 2245204	CUSTOMER	GOLF RECEIPTS			
2023/10/000687	04/10/2023 CRP	388.52 REF 2245209	Reversal / 2219649	GOLF RECEIPTS			
2023/10/000687	04/10/2023 CRP	-388.52 REF 2245210	CUSTOMER	GOLF RECEIPTS			
2023/10/000688	04/01/2023 CRP	-326.50 REF 2219594	CUSTOMER	GOLF RECEIPTS			
2023/10/000688	04/01/2023 CRP	326.50 REF 2245211	Reversal / 2219594	GOLF RECEIPTS			
2023/10/000688	04/01/2023 CRP	-326.50 REF 2245212	CUSTOMER	GOLF RECEIPTS			
2023/10/000693	04/24/2023 CRP	-587.61 REF 2243630	CUSTOMER	GOLF RECEIPTS			
2023/10/000697	04/28/2023 CRP	-475.98 REF 2245002	CUSTOMER	GOLF RECEIPTS			
2023/10/000699	04/30/2023 CRP	-604.47 REF 2245020	CUSTOMER	GOLF RECEIPTS			
2023/10/000699	04/30/2023 CRP	-9.60 REF 2245022	CUSTOMER	GOLF RECEIPTS			
2023/11/000550	05/03/2023 CRP	-326.25 REF 2245412	CUSTOMER	GOLF RECEIPTS			
2023/11/000552	05/08/2023 CRP	-218.80 REF 2245322	CUSTOMER	GOLF RECEIPTS			
2023/11/000552	05/08/2023 CRP	-468.65 REF 2245332	CUSTOMER	GOLF RECEIPTS			
2023/11/000554	05/09/2023 CRP	-359.25 REF 2245445	CUSTOMER	GOLF RECEIPTS			
2023/11/000554	05/09/2023 CRP	-463.80 REF 2245447	CUSTOMER	GOLF RECEIPTS			
2023/11/000559	05/15/2023 CRP	-2,321.60 REF 2245472	CUSTOMER	GOLF RECEIPTS			
2023/11/000559	05/15/2023 CRP	-517.13 REF 2245474	CUSTOMER	GOLF RECEIPTS			
2023/11/000561	05/19/2023 CRP	-910.81 REF 2245497	CUSTOMER	GOLF RECEIPTS			
2023/11/000601	05/23/2023 CRP	-471.68 REF 2245618	CUSTOMER	GOLF RECEIPTS			
2023/11/000606	05/26/2023 CRP	-524.86 REF 2245698	CUSTOMER	GOLF RECEIPTS			

TOWN OF HARWICH - LIVE DATA

REVOLVING 4TH QUARTER FY23

FOR 2023 12				JOURNAL DETAIL 2023 10 TO 2023 12				
ACCOUNTS FOR: 1543 GOLF REVOLVING ACCOUNT								
ORIGINAL	APPROP	TRANS/ADJSMTS	REVISED	BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
15436954 481007 GOLF PRO SHOP TAXABLE								
2023/11/000615	05/24/2023	CRP	-1,150.85	REF 2245867	CUSTOMER	GOLF RECEIPTS		
2023/11/000615	05/24/2023	CRP	-263.79	REF 2245868	CUSTOMER	GOLF RECEIPTS		
2023/11/000615	05/24/2023	CRP	-932.36	REF 2245870	CUSTOMER	GOLF RECEIPTS		
2023/11/000618	05/31/2023	CRP	-495.90	REF 2245880	CUSTOMER	GOLF RECEIPTS		
2023/11/000619	05/31/2023	CRP	-2,215.57	REF 2245920	CUSTOMER	GOLF RECEIPTS		
2023/11/000619	05/31/2023	CRP	-1,885.08	REF 2245922	CUSTOMER	GOLF RECEIPTS		
2023/11/000632	05/31/2023	CRP	-187.18	REF 2246372	CUSTOMER	GOLF RECEIPTS		
2023/12/000148	06/05/2023	CRP	-2,066.29	REF 2246390	CUSTOMER	GOLF RECEIPTS		
2023/12/000148	06/05/2023	CRP	-776.72	REF 2246395	CUSTOMER	GOLF RECEIPTS		
2023/12/000149	06/08/2023	CRP	-783.41	REF 2246405	CUSTOMER	GOLF RECEIPTS		
TOTAL GOLF REVOLVING ACCOUNT								
0.00		-250,000.00		-250,000.00	-210,816.75	0.00	-39,183.25	84.3%
TOTAL GOLF REVOLVING ACCOUNT								
0.00		0.00		0.00	19,828.81	0.00	-19,828.81	100.0%
TOTAL REVENUES								
0.00		-250,000.00		-250,000.00	-210,816.75	0.00	-39,183.25	
TOTAL EXPENSES								
0.00		250,000.00		250,000.00	230,645.56	0.00	19,354.44	
PRIOR FUND BALANCE					301,136.39			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES					-19,828.81			
REVISED FUND BALANCE					281,307.58			

TOWN OF HARWICH - LIVE DATA

REVOLVING 4TH QUARTER FY23

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

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

TOWN OF HARWICH - LIVE DATA

REVOLVING 4TH QUARTER FY23

REPORT OPTIONS

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

Report title:
REVOLVING 4TH QUARTER FY23

Includes accounts exceeding 0% of budget.

Print totals only: N

Print Full or Short description: F

Print full GL account: N

Format type: 1

Double space: N

Suppress zero bal accts: Y

Include requisition amount: N

Print Revenues-Version headings: N

Print revenue as credit: Y

Print revenue budgets as zero: N

Include Fund Balance: Y

Print journal detail: Y

From Yr/Per: 2023/10

To Yr/Per: 2023/12

Include budget entries: Y

Incl encumb/liq entries: Y

Sort by JE # or PO #: J

Detail format option: 1

Include additional JE comments: Y

Multiyear view: L

Amounts/totals exceed 999 million dollars: N

Year/Period: 2023/12

Print MTD Version: N

Roll projects to object: N

Carry forward code: 1

Find Criteria
Field Name Field Value

Org 1543*
Object
Project
Rollup code
Account type
Account status

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract with Hub Technical Services, LLC

Date: July 31, 2023

The attached contract relates to managed IT services for network monitoring, preventative maintenance, remediation and security. HubTech is included in State Contract ITC73 for computer Hardware and Services and has been supporting the Town of Harwich for the last several years.

Funding for this annual contract is supported through the operating budget for IT. This contract is in the amount of \$59,940.00.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Sarah Eaton

DEPARTMENT: Information Technology

FUNDING SOURCE: ORG: 011552 OBJ: 530902

Appropriated amount: \$65,000.00

Estimated cost: _____ Actual cost: 59,940

PROCUREMENT METHOD:

Yearly contract

- State Contract IT C73

PURCHASE DESCRIPTION:

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

Yearly contract for Hub Tech providing Network support, security and monitoring

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: _____

DocuSigned by:

Kathleen Barrette

83B11569769A4FD...

011552 542013

Account # _____

Approved to proceed: Town Administrator or Designee: _____

DocuSigned by:

Joseph F. Powers

0623C0C5799644E...

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Hub Technical Services, LLC, with an address of 44 Norfolk Ave. South Easton, MA 02375, hereinafter referred to as "Contractor", effective as of the 1st day of July, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Information Technology Support Services, including the scope of services set forth in Attachment A, Town of Harwich – HubCare Complete 2023-2024 Quote #009718 Version 1. This order is placed under Statewide Contract ITC 73.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing July 1, 2023 through June 30, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$59,940.96. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

3. All attachments to the Agreement.
4. ITC73 – IT Hardware and Related Services – Massachusetts Operational Services Division Statewide Contract (All of the terms and conditions of the Statewide Contract ITC73 are incorporated herein and made part hereof. Conflicting or additional terms, conditions or agreements included in or attached to this form shall be considered superceded and void.)

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or

changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

04-3314098
Social Security Number or
Federal Identification Number

DocuSigned by:
Paul Shiff
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen Over \$75,000

DocuSigned by:
Paul Shiff
FCEA1D4BF7754C6...

Paul Shiff Vice President

Printed Name and Title

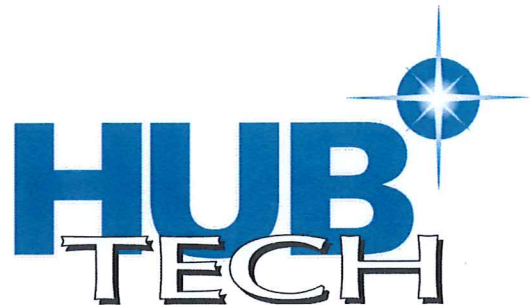
Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:
Kathleen Barrette
83B11569769A4ED...
Finance Director

59,940.96
(\$ _____) .
Contract Sum

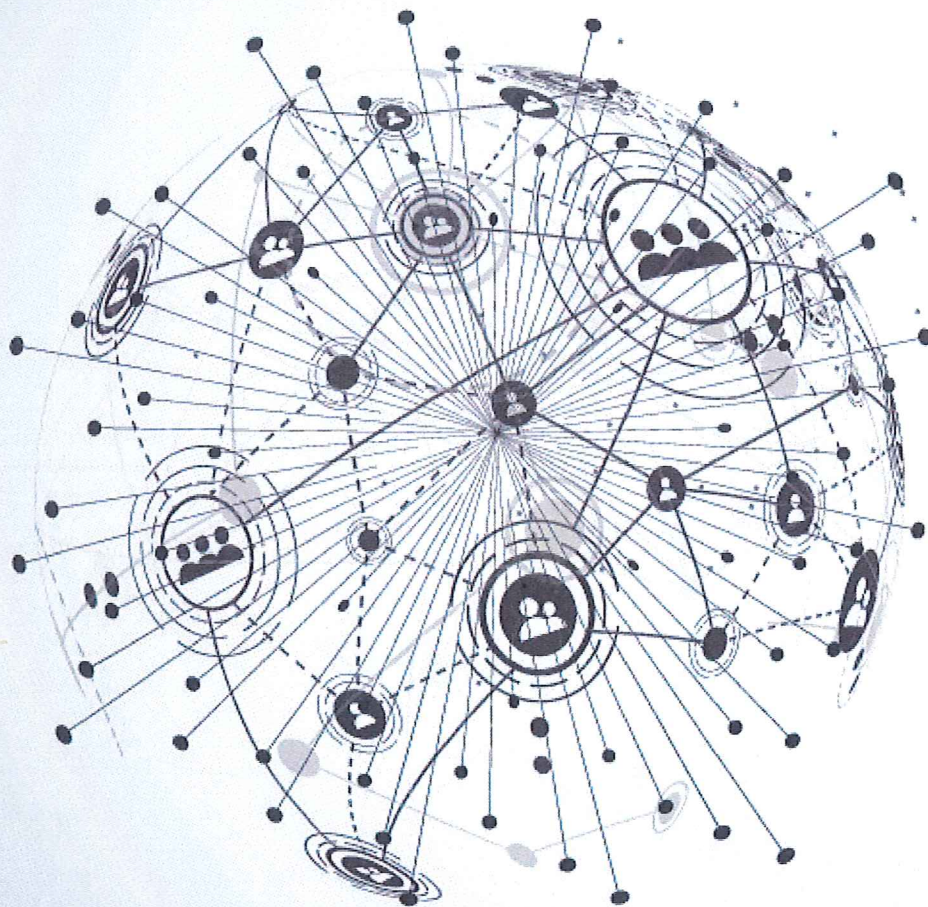
DocuSigned by:
Joseph F. Powers
0623G0C5799644E...
Town Administrator



Connected.Managed.Secured

44 Norfolk Ave.
South Easton, MA 02375
www.hubtech.com
(508) 238-9887

We have prepared a quote for you



Hub Care Complete 2023-2024

Quote # 009718
Version 1
Opportunity: 9756

Prepared for:

Town of Harwich

Sarah Eaton
seaton@town.harwich.ma.us

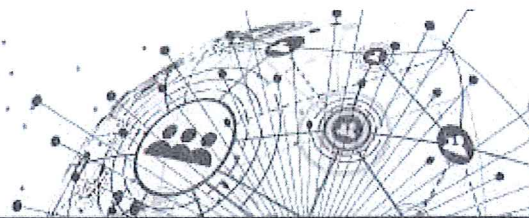
Prepared by:

Hub Technical Services LLC

David Savage
dsavage@hubtech.com



44 Norfolk Avenue
South Easton, MA 02375
www.hubtech.com
508-238-9887



Thursday, June 15, 2023

Town of Harwich
Sarah Eaton
Town Hall
Harwich, MA 02645
seaton@town.harwich.ma.us

Dear Sarah,

Above all, HUB Tech wants to ensure you are delighted with your experience with HUBCare and your expectations are met throughout our partnership. For over twenty-six years we have evolved our organization to meet that goal with every client. We recognize that our success is a derivative of yours and as such we enter and maintain every relationship with the same simple three tenants driving our mission...

- Understanding our clients business and how applied technology supports and drives their business.
- Commitment to continuously deliver cost-effective solutions where the value exceeds client expectations.
- Trust is earned through accountability, consistent execution, and communication.

As will become evident, it is our goal to be viewed as your long term strategic business partner by delivering exemplary support to your organization as you define it.

Should you ever have a concern or recommendation on how we can better serve you, please don't hesitate to reach out to myself directly or your account manager. We have a very talented team with an array of skills here to serve you!

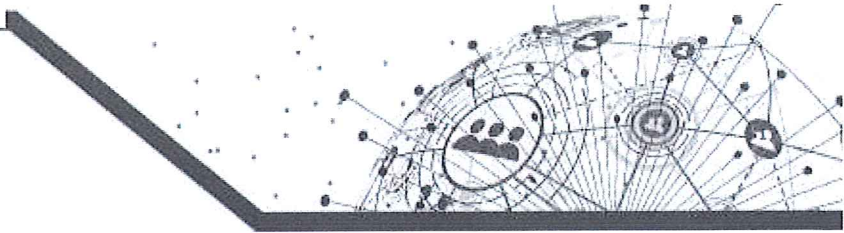
We sincerely appreciate the trust you are considering placing in us. On behalf of the entire HUB Tech Team, thank you for considering our proposal.

Sincerely,

David Savage
Sales Account Manager
Hub Technical Services LLC



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Program Overview

Executive Summary

Managed IT Services are all about managing your technology so that it works for you — not the other way around.

As a business, you are constantly evolving and growing. Your business is unique, and so are its needs. We understand that protecting your business means keeping it running smoothly. That's why we've put together an all-in-one managed services program that to manage the health and security of your technology infrastructure and your data, as well as the security and productivity of the users who rely on it.

When your network goes down or becomes vulnerable to attack, it can affect your bottom line in ways you never imagined—and that's not even taking into account the cost of downtime for employees who can't access their files or perform their jobs. HUB Tech offers a comprehensive set of tools and services to keep your business running and your users productive.

When you sign up for HUB Care Managed IT Services, you'll get complete management of your server infrastructure, including physical and virtual machines running Windows, Linux, and VMware, including Patch & Vulnerability Management. You'll also get complete management of your network components, including firewalls, switches, routers, network storage and wireless devices, including Asset Lifecycle services and Critical Firmware Upgrades.

You'll be protected with our next-gen AV with ransomware protection and Advanced Email Security with AI-based Anti-phishing Technology. Your data integrity will be monitored at the endpoint level with DLP (Data Loss Prevention) technology, and securely backed up in our Cyber Cloud. Our Security Operations Center will be watching your network, your endpoints, and your email for threats, day and night, taking action on anomalies as soon as they appear — before they cause damage.

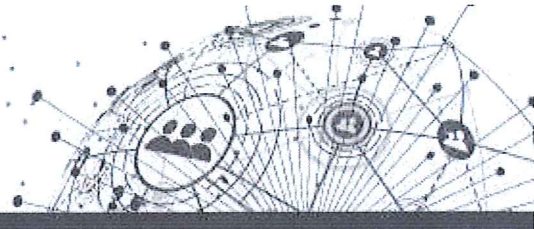
Our secure documentation platform stores passwords and technology asset & configuration management so that we can keep your data safe from prying eyes. Your users can leverage the same platform to securely store the passwords they use every day, minimizing the time spent logging in, and the likelihood of weak and recycled passwords.

We also provide business technology consulting services to help you leverage technology to achieve your goals and vision. We provide security best practice alignment and Cyber Security Awareness Training to help prevent breaches before they occur.

Our support technicians are available remotely via chat, phone, and on-site at your facility any time you need them. You'll be able to sleep easy knowing that we've got everything covered while you focus on running your business.



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Our goal is the most comprehensive and secure technology offerings that businesses need to stay running. Our standard Infrastructure Management includes everything you need:

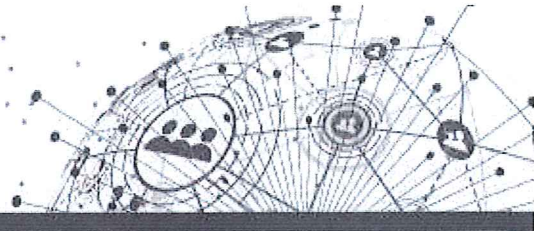
Technology Infrastructure Services (available 8x5 or 24/7)	For IT Admins & Client Site Admins
<ul style="list-style-type: none"> • Complete Management of Server Infrastructure including Physical and Virtual Machines running Windows, Linux, and VMware • Complete Management of Network Components including Firewall, Switches, Routers, Network Storage and Wireless Devices • Secure Cloud Backup & Recovery • Next-gen AV with Ransomware Protection • Security Event Monitoring with Active Threat Analysis, Detect, & Response • OS Patch & Vulnerability Management and Critical Firmware Upgrades • Asset Lifecycle Management (Hardware Warranty & Operating System Support) • Critical Notifications & Alerting • Unlimited Remote & On-Site Infrastructure Support (for devices with valid warranty and supported OS) 	<ul style="list-style-type: none"> • Business Technology & Strategy Consulting • Comprehensive Reporting & Tool Access • Security Best Practice Alignment • Secure Documentation Platform for Passwords & Technology Configuration Management • Instant Tech Support Access via Chat and Phone

Our User Packages are flexible so you can give your users the tools and support they need to stay secure and productive:

Complete Endpoint Protection	Essentials Services for Users	Flexible User Support Options
<ul style="list-style-type: none"> • Secure Cloud Backup (includes 100 GB of storage) • Next Gen AV with Ransomware Protection • Secure Remote Connect & Control with Remote Wipe • Security Event Monitoring with Active Threat Analysis, Detect, & Response • DLP (Data Loss Prevention) Management • Vulnerability Assessment & Remediation • OS & Third Party Patch Management 	<ul style="list-style-type: none"> • Advanced Email Security with Spam, Anti-Phishing, & Malware Protection • Endpoint Monitoring, Patching Management & Anti-Virus • Cloud Email Backup for Exchange, M365 (including OneDrive), or Google Workspace • Personal Password Vault with MFA, Password Generator, & Self-service Reset • Cyber Security Awareness Training 	<ul style="list-style-type: none"> • Fast remote support available via Chat, Phone, and Email • Available 24/7, 8x5, or After Hours (Nights & Weekends) • Secure Always-On Remote Access Agent • User & Asset Lifecycle Management • Help with desktop, business mobile phone, productivity app support • Support for critical line-of-business applications • Business On-site for workstations with a valid warranty and supported Operating System



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Service Level Agreement

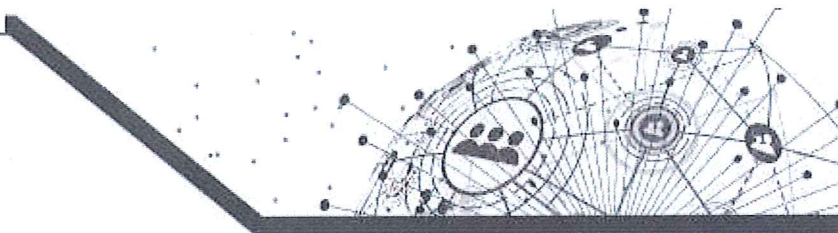
We constantly strive for excellent customer service. Here is a breakdown of our service level objectives, as well as how we define the severity a ticket.

Service Level Objectives			
Priority	Response	Plan	Resolution
Critical	< 30 minutes	1 hour	8 hours
High	< 1 hour	2 hours	24 hours
Medium	< 2 hours	4 hours	48 hours
Low	< 4	8 hours	1 week

Severity Definitions		
Severity Level	Definition	Business Impact
High	Whole company is affected	Critical - Major business processes are stopped
Medium	Departments or large group of users are affected	Business is degraded, but there is a reasonable workaround
Low	One user or a small group of users is affected	More of an irritation than a stoppage



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Our Process

Onboarding & Assessment

- Quote for services are based on estimated counts of IT assets and users. Monthly invoice may change based on discovery of additional assets and request to support additional users.
- HUB Tech does not provide support during onboarding period in order for us to complete the onboarding in a timely fashion and to establish a baseline of the environment.
- The resolution of pre-existing technical issues is not covered under HUB Care. HUB will provide recommendations for improvement to be executed as projects.
- Remediation of any devices for which working login credentials cannot be provided may be billable by the hour.

On-going Management

- HUB will automatically add agents to new devices to ensure patching and antivirus compliance.
- Devices must have valid manufacturer or third-party warranty to qualify for Unlimited remote & on-site support for hardware and OS issues.
- Devices discovered to be unsupportable during onboarding will be reported, with remediation recommendations in order to provide coverage for device. Otherwise best effort applies and additional support efforts will be billable by the hour.
- If there is a discrepancy between users, email accounts or computers, pricing may be subject to adjustment based on actual usage.
- Devices offline for 90 days will be automatically removed from monitoring. HUB recommends regular review or policy to disable stale and disused machine and user accounts.

Vendor Coordination

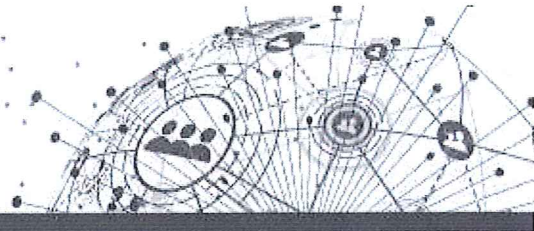
- HUB Tech provides vendor coordination for critical network connected components under monitoring and critical line of business applications on monitored devices. HUB response and resolution times are subject to Vendor Service Level Agreements.
- This service includes opening support tickets with vendor, validating network connectivity of the device or application, facilitating communication with vendors. Basic on-site troubleshooting is expected to be performed. Client is responsible for basic on-site troubleshooting, such as power cycling a device or checking connectivity. Critical Components and Line of Business Applications must have a valid Vendor Support Agreement, otherwise all support efforts are billable by the hour.
- Devices must be under Hardware Warranty and Operating System support to qualify for hardware & onsite support. Otherwise, additional support efforts will be billable by the hour.

Client Responsibilities

- Client will follow guidelines for proper service engagement to receive to ensure consistent service experience.
- Client will email support@hubtech.com and reply to communications from support@hubtech with the subject beginning "Ticket #."
- Client will provide time weekly maintenance windows.
- Client endpoint machines will be online during maintenance windows.



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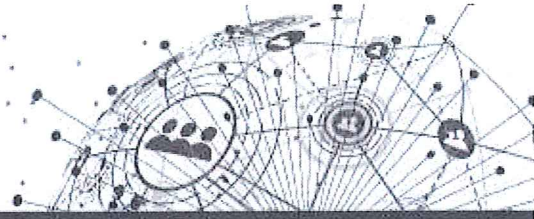
- Client will submit a ticket for all IMAC - installs, adds, removes, changes - machines, users, agents, contacts, vendors.
- Client will submit a ticket for IT or building maintenance in which we should not respond (ex: planned outage).
- Client will notify HUB if when client will be out of the office.
- Client will respond promptly to requests for information or approval during impactful IT support incidents.
- Client will provide all passwords for equipment to be managed.
- Client will provide HUB Tech with Vendor Contact and Support Information - ISP, power, application, line of business applications, specialized network equipment.

HUB Care Managed Infrastructure Complete 8x5

Description		Recurring	Qty	Ext. Recurring
Managed Server Complete		\$200.00	6	\$1,200.00
Managed Server Complete with Business Hours Response (per device)				
Name	Friendly Name			
harwichmsrv01.PDF	VMWareHost			
harsrv12a2	PDFDCAD DC			
harsrvimc	harsrvimc			
Townhall3	harwich.local DC			
Townhall4	harwich.local DC			
Townhall1	TOWNHALL1			
- Secure Remote Monitoring, Preventative Maintenance, and Remediation - Next Gen AV with Ransomware Protection - Secure Cloud Backup (includes 200 GB of storage) - Vulnerability Assessment & Remediation - OS & Third Party Patch Management - Unlimited Remote & On-Site Server Support (for supportable hardware & software)				



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South Easton, MA 02375
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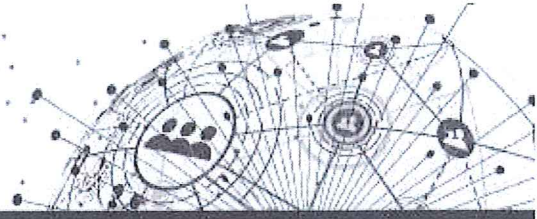


HUB Care Managed Infrastructure Complete 8x5

Description	Recurring	Qty	Ext. Recurring										
Managed VM Complete Managed Virtual Machine Complete with Business Hours Response (per device) <table><tr><th>Name</th><th>Friendly Name</th></tr><tr><td>TS-DEV2</td><td>TS-DEV2</td></tr><tr><td>Harsrv12sp</td><td>Harsrv12sp</td></tr></table> <ul style="list-style-type: none">- Secure Remote Monitoring, Preventative Maintenance, and Remediation- Next Gen AV with Ransomware Protection- Secure Cloud Backup (includes 200 GB of storage)- Vulnerability Assessment & Remediation- OS & Third Party Patch Management- Unlimited Remote & On-Site VM Support (for supportable hardware & software)	Name	Friendly Name	TS-DEV2	TS-DEV2	Harsrv12sp	Harsrv12sp	\$150.00	2	\$300.00				
Name	Friendly Name												
TS-DEV2	TS-DEV2												
Harsrv12sp	Harsrv12sp												
Managed Firewall Complete Managed Firewall Complete with Business Hours Response (per device) <table><tr><th>Name</th><th>Friendly Name</th></tr><tr><td>FG 100F</td><td>PDFD 100F</td></tr><tr><td>SW TZ 300</td><td>Station 2</td></tr><tr><td>FortiWifi 50E</td><td>DPW</td></tr><tr><td>SW TZ 500</td><td>TownHall</td></tr></table> <ul style="list-style-type: none">- Secure Remote Monitoring, Preventative Maintenance, Root Cause Analysis, & Remediation- Configuration Management including Auditing, Changes, Backup, & Restore- Bandwidth Monitoring & Traffic Insight- Hardware & Software Vulnerability Management- VPN & Whitelist Management- Unlimited Remote & On-Site Firewall Support (for supportable hardware & software)- Critical Notifications & Alerting	Name	Friendly Name	FG 100F	PDFD 100F	SW TZ 300	Station 2	FortiWifi 50E	DPW	SW TZ 500	TownHall	\$225.00	4	\$900.00
Name	Friendly Name												
FG 100F	PDFD 100F												
SW TZ 300	Station 2												
FortiWifi 50E	DPW												
SW TZ 500	TownHall												



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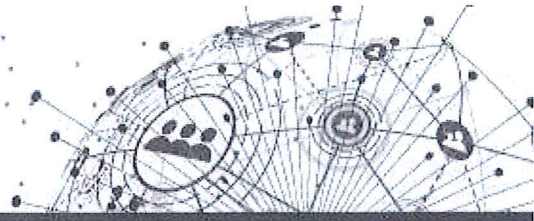


HUB Care Managed Infrastructure Complete 8x5

Description	Recurring	Qty	Ext. Recurring																																	
Managed Network Element Complete Managed Network Element Complete with Business Hours Response (per device)	\$75.00	16	\$1,200.00																																	
<table><tr><th>Name</th><th>MFG</th></tr><tr><td>Gigabyte Switch</td><td>Netgear</td></tr><tr><td>Aruba-2930F-24G-PoEP-4SFP</td><td>HPE</td></tr><tr><td>Aruba-2930F-24G-PoEP-4SFP</td><td>HPE</td></tr><tr><td>CN83HCW07C</td><td>HPE</td></tr><tr><td>HP-Stack-2920</td><td>HPE</td></tr><tr><td>HP-E2910al-48G-PoE</td><td>HPE</td></tr><tr><td>IDFA Pro2900-48Gb</td><td>HPE</td></tr><tr><td>PDSTACK-4</td><td>HPE</td></tr><tr><td>PDSTACK-5</td><td>HPE</td></tr><tr><td>HP-5406zl</td><td>HPE</td></tr><tr><td>JL675A#ABA</td><td>HPE Ingram</td></tr><tr><td>5LF50A5BA0470</td><td>Netgear</td></tr><tr><td>Gigabyte POE Switch</td><td>Netgear</td></tr><tr><td>M4100-26G</td><td>Netgear</td></tr><tr><td>3GY5735F004C9</td><td>Netgear</td></tr><tr><td>NAS29C647.local.</td><td>QNAP</td></tr></table> <ul style="list-style-type: none">- Secure Remote Monitoring, Preventative Maintenance, Root Cause Analysis, & Remediation- Configuration Management including Auditing, Changes, Backup, & Restore- Bandwidth Monitoring & Traffic Insight- Hardware & Software Vulnerability Management- Unlimited Remote & On-Site Network Support (for supportable hardware & software)- Critical Notifications & Alerting <p>* Network Elements may include Switches, Stacks, Routers, Network Storage, Controllers, Packet Processors, & Load Balancers</p>	Name	MFG	Gigabyte Switch	Netgear	Aruba-2930F-24G-PoEP-4SFP	HPE	Aruba-2930F-24G-PoEP-4SFP	HPE	CN83HCW07C	HPE	HP-Stack-2920	HPE	HP-E2910al-48G-PoE	HPE	IDFA Pro2900-48Gb	HPE	PDSTACK-4	HPE	PDSTACK-5	HPE	HP-5406zl	HPE	JL675A#ABA	HPE Ingram	5LF50A5BA0470	Netgear	Gigabyte POE Switch	Netgear	M4100-26G	Netgear	3GY5735F004C9	Netgear	NAS29C647.local.	QNAP		
Name	MFG																																			
Gigabyte Switch	Netgear																																			
Aruba-2930F-24G-PoEP-4SFP	HPE																																			
Aruba-2930F-24G-PoEP-4SFP	HPE																																			
CN83HCW07C	HPE																																			
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HP-E2910al-48G-PoE	HPE																																			
IDFA Pro2900-48Gb	HPE																																			
PDSTACK-4	HPE																																			
PDSTACK-5	HPE																																			
HP-5406zl	HPE																																			
JL675A#ABA	HPE Ingram																																			
5LF50A5BA0470	Netgear																																			
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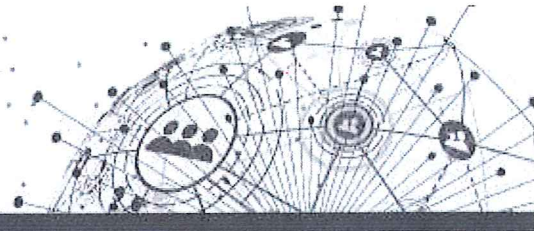
HUB Care Managed Infrastructure Complete 8x5

Description	Recurring	Qty	Ext. Recurring
Managed Network Peripheral Complete Managed Network Peripheral Complete with Business Hours Response (per device) - Secure Remote Monitoring, Preventative Maintenance, Root Cause Analysis, & Remediation - Configuration Management including Auditing, Changes, Backup, & Restore - Bandwidth Monitoring & Traffic Insight - Hardware & Software Vulnerability Management - Unlimited Remote & On-Site Network Peripheral Support (for supportable hardware & software) - Critical Notifications & Alerting * Peripherals may include Wireless Access Points, Network UPS, Printers, Copiers, IP Cameras & IP Phones	\$10.00	4	\$40.00
IT Admin Pack IT Admin Pack (per user) - Console Access to Server & Workstation, Backup, AV, & Network Management - Secure Cloud Documentation Management Platform - Executive Summary Reporting for Patching, Asset Lifecycle, System Inventory, Health & Performance - Strategic Planning for Technology & Business - Unlimited Remote Infrastructure Support via Chat, Phone Support, Email, & Ticketing Portal * Includes (1) Workstation Agent	\$150.00	1	\$150.00
Secure Cloud Storage (per GB) Secure Cloud Storage (per GB)	\$0.07	6144	\$430.08

Monthly Subtotal: \$4,220.08



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HUB Care User Packages

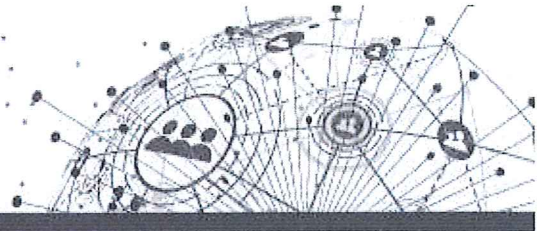
Description	Recurring	Qty	Ext. Recurring				
Features included in Complete & Deluxe Bundles Managed Endpoint Complete (per device) <ul style="list-style-type: none">- Secure Cloud Backup (includes 100 GB of storage)- Next Gen AV with Ransomware Protection- Secure Remote Connect & Control with Remote Wipe- Security Event Monitoring with Active Threat Analysis, Detect, & Response- DLP (Data Loss Prevention) Management- Vulnerability Assessment & Remediation- OS & Third Party Patch Management User Remote Support (per device) <ul style="list-style-type: none">- Includes (1) Endpoint Basic - Endpoint Monitoring, Patching Management & Anti-Virus- End User IT Help Desk with Fast Remote Chat & Phone Support- Available in three service levels - 24/7, 8x5 (8 AM - 6 PM M-F), After Hours (7 Days, 5 PM - 9 AM) User Essentials (per user) <ul style="list-style-type: none">- Advanced Email Security with Spam, Anti-Phishing, & Malware Protection- Endpoint Monitoring, Patching Management & Anti-Virus- Unlimited Cloud Email Backup for M365 (including OneDrive)- Cyber Security Awareness Training* Storage for Google Workspace charged separately							
Managed User Complete Managed User Complete with Business Hours Support (per user) <table><tr><th>Name</th><th>Friendly Name</th></tr><tr><td>Dell Precision 3260-HY9X7</td><td>IMC MSG Workstation</td></tr></table> <ul style="list-style-type: none">- Includes (1) Managed Endpoint Complete- Includes (1) User Essentials- Includes (1) User Remote Support 8x5 (8 AM - 6 PM M-F)- Business On-site for devices with a valid manufacturer warranty & supported OS- Vendor Coordination for Critical Line of Business Applications with a valid support contract	Name	Friendly Name	Dell Precision 3260-HY9X7	IMC MSG Workstation	\$125.00	1	\$125.00
Name	Friendly Name						
Dell Precision 3260-HY9X7	IMC MSG Workstation						
Monthly Subtotal:			\$125.00				

HUB Care Endpoint Services

Description	Recurring	Qty	Ext. Recurring
Sentinel One Vigilance Sentinel One Vigilance	\$5.00	130	\$650.00
Monthly Subtotal:			\$650.00



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MA State Contract

About Us

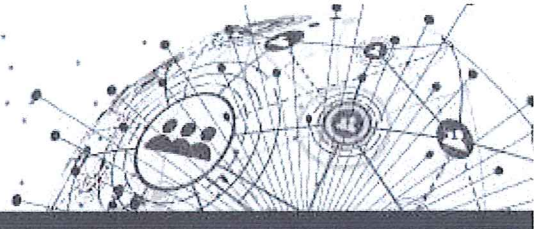
HUB Technical Services, LLC is a privately held information technology solutions provider based in South Easton, Massachusetts.

- Hub Tech has been providing IT Solutions to Massachusetts Towns, Cities, and MA State Government for the past 26 years. We hold Commonwealth of Massachusetts State Contracts: ITC73, ITS78, ITT50, OFF40

This solution is proposed under the terms and conditions of Massachusetts State Contract ITC73 for computer Hardware and Services



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Hub Care Complete 2023-2024

Quote Information:

Quote #: 009718

Version: 1

Delivery Date: 06/15/2023

Expiration Date: 06/30/2023

Prepared for:

Town of Harwich

Town Hall

Harwich, MA 02645

Sarah Eaton

(508) 430-7570

seaton@town.harwich.ma.us

Prepared by:

Hub Technical Services LLC

David Savage

(508) 238-9887

dsavage@hubtech.com

Monthly Expenses Summary

Description	Amount
HUB Care Managed Infrastructure Complete 8x5	\$4,220.08
HUB Care User Packages	\$125.00
HUB Care Endpoint Services	\$650.00
Monthly Total:	\$4,995.08

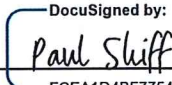
Payment Options

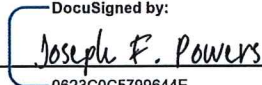
Description	Payments	Interval	Amount
Term Options			
Monthly	1	Monthly	\$4,995.08
2 Years - 24 Monthly Payments	24	Monthly	\$4,995.08
3 Years - 36 Monthly Payments	36	Monthly	\$4,995.08

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Hub Technical Services LLC

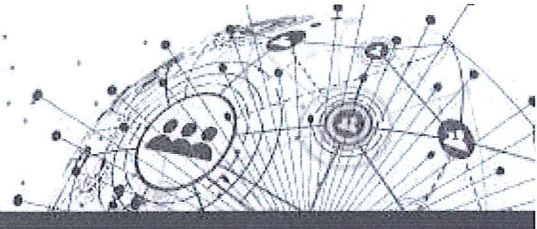
Town of Harwich

Signature: 
DocuSigned by: FCEA1D4BF7754C6...
 Name: David Savage
 Title: Sales Account Manager
 Date: 06/15/2023

Signature: 
DocuSigned by: 0623C0C5799644E...
 Name: Joe Powers
 Date: 7/27/2023 | 8:25:13 AM EDT



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Terms & Conditions

Statement of Confidentiality

The contents of this document have been developed by HUB Technical Services, LLC. HUB Technical Services, LLC considers the contents of this document to be proprietary and business confidential information where applicable by law. This information is to be used only in the performance of its intended use. This document may not be released to another vendor, business partner or contractor without prior written consent from HUB Technical Services, LLC. Additionally, no portion of this document may be communicated, reproduced, copied or distributed without the prior consent of the client and HUB Technical Services, LLC.

Quotation Terms

Tax, Freight, Insurance, Delivery, Setup Fees, Cabling and Cabling Services are not included unless specified above. All prices are subject to change without notice. Supply subject to availability.

Billing Terms

The following schedule outlines the payment terms for the services outlined. HUBCare services are to be paid in advance of service delivery. Invoices are generated one (1) calendar month in advance. The terms are Net 30 days. Interest charges will accrue on outstanding balances at the rate of 1.5% per month or 18% annually.

Time Period

While distinct start/stop dates have not been agreed upon, this proposal is being put forth with an "Initial Period" of one (1) year of service delivery.

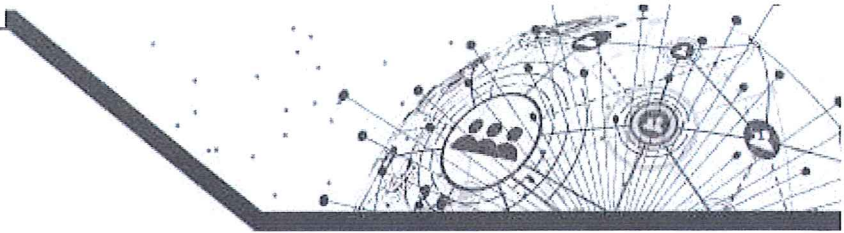
However, contract continues, monthly in perpetuity unless the client provides a 60 notice of cancellation.

Out of Scope

It's important to us that we meet your needs and we have many vehicles to do so. It's also important that you understand any asset or activity not accounted for in this document will be considered outside the scope of services we're proposing in this document. That's why our first step is auditing your environment and depicting "covered assets" in a "Services Agreement" prior to onboarding activities. For predictability purposes, changes to service delivery will not become effective until agreed upon in writing by the Client and HUB Technical Services, LLC.



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About Us

HUB Technical Services, LLC is a privately held information technology solutions provider based in South Easton, Massachusetts. Since our inception in 1992, the organization has been focused on serving the technology needs of Commercial, State, Local, and K-Hi Ed clients based in New England.

We adopt our client's aspirations and challenges then engage subject matter expertise to collaboratively achieve a desired objective. Our solutions expertise encompasses a broad spectrum of business technologies, professional and managed services.

Clients engage us to assess, architect, implement, and manage through the life cycle of cost effective secure solutions that drive intended business results.

We have an insatiable desire to increase the value our clients derive from a partnership with our organization. We relentlessly evolve our abilities with a certified staff of pre-sales, post-sales solutions engineers, and sales professionals that our clients and strategic business partners turn to as an extension of their organization.

Our differentiation is in our people. We bring to bear an experienced and extensive staff consisting of highly trained and certified professionals whose sole function is to deliver exemplary service. Backed by decades of diverse professional experiences with thousands of clients we have amassed a wealth of repeatable best practices our clients benefit from.

Additionally, our internal training program consists of continuous investments in a broad curriculum ranging in matters from customer service to developing technical and business acumen relevant to our customers needs. Our technical certifications are many and encompass a broad range of Tier 1 vendors.

The bottom line, we seek out and employ the right people and continuously invest in their professional development for our clients benefit.

We have been awarded with a number of strategic state contracts in Massachusetts and Rhode Island including:

- ITC73 Hardware, Services
- ITT72 Network Services and equipment
- ITS78 Data, Cyber Security, and Related Audit, Compliance, and Incident Response Services
- ITT50 Converged Voice and Data Networking Analysis, Architecture, Maintenance and Hardware Procurement.
- ITS53 IT services provider for Integration, Systems Planning, Security and Deployment Services.
- MPA 482 Wireless Classroom Initiative from the Rhode Island Department of Education.

Project Name: Network support

TM Year and Article #: n/a operating budget

Appropriation: \$60,196

Low Bidder: HUBTECH

Bid Price: \$59,940

12/13/18 Revised Procurement Checklist

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

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

- ☒ 1. Please provide a **separate page titled "Summary of Project"** which includes:
- ☐ a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - ☒ b. Identify the funding source, such as article number and amount approved.
 - ☐ c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- ☒ 2. Finance Director has signed that funds are available: 011552-54293 Account
- ☐ 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- ☐ 4. Please use K-P Law provided standardized contracts.

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

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

Signature of Town Administrator or Assistant Town Administrator: W. E. [Signature]

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*


Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Contract with Tri-County Contractor's Supply, Inc..

Date: July 28, 2023

The attached contract is for the replacement of a mower head for a roadside mower. The current mower head is in poor condition and replacement is more cost effective than repair.

Procurement of this equipment was done through state Contract FAC116 and best practices.

Funding for this contract is supported through the Department of Public Works Vehicle Maintenance operating budget. This contract is in the amount of \$10,457.40.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Kyle EdsonDEPARTMENT: DPW HIGHWAY

014212-548900

FUNDING SOURCE: VEHICLE MAINTENANCE - DPWAppropriated amount: \$10,457.40Estimated cost: \$ 10,457.40 Actual cost: \$10,457.40**PROCUREMENT METHOD:**

STATE CONTRACT FAC116

PURCHASE DESCRIPTION:

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

Replacement of the McConnel mower head on Unit 29 (Holder). The current mower head is past it useful life and not in use for roadside mowing due to it's condition.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Kathleen Barrette Account # 014212-548900
83B11569769A4FD...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
0623C0C5798644E...

Summary of Project

McConnel Mower Head

The current mower head for Unit 29, that is used for roadside mowing, is not being utilized due to its poor/unsafe condition. The parts to repair will cost more than the replacement.

Funding Source: Vehicle Maintenance/DPW Budget \$10,457.40

Procurement Method: State Contract FAC 116

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Select Board, hereinafter referred to as "Town," and Tri-County Contractor's Supply, Inc., with an address of 154 Wayside Avenue, West Springfield, MA 01089 hereinafter referred to as "Contractor", effective as of the 24th day of July, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with New McConnel 1.0M – Sliding Supercut Flail Head including the all items listed within the quote dated June 14, 2023.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing July 24th 2023 through June 30, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$10,457.40 The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

042255525

Social Security Number or
Federal Identification Number

DocuSigned by:

Kathryn Clark

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

By

DocuSigned by:

Kathryn Clark

142F79CED321424...

kathryn clark vice President

Printed Name and Title

TOWN OF HARWICH

by its Select Board Over \$75,000

Approved as to Availability of Funds:

DocuSigned by:

Kathleen Barrette

Finance Director

(\$ 10,457.40)
Contract Sum

Account/PO #

by its Town Administrator Up to \$75,000

DocuSigned by:

Joseph F. Powers

Town Administrator



154 Wayside Avenue
West Springfield, MA 01089
Phone (413) 733-5189
Fax (413) 781-2102

June 14, 2023

Harwich DPW
273 Queen Anne Rd.
Harwich, MA 02645

Kyle,

As per our conversation yesterday, we are pleased to quote you, in accordance with the Mass State Contract FAC116, a new McConnel Supercut Flail Head as follows:

One - new McConnel 1.0M - Sliding Supercut Flail head Complete with:
#7490885 Right Hand Mowing with Heavy Duty Roller
Direct Hydraulic Motor Drive
Sliding Pivot (Square Tube) Hook Up
Universal "Boot" Style Flails
Skid Kit

FOB: Harwich, MA PER STATE CONTRACT FAC116 \$10,944.60

OPTION:

#7490883 - 1.0M Supercut as per above except with Std. Roller OR

#7490882 - 1.0M Supercut with F91 Competition Flails

& Std. Roller

DEDUCT: \$ 487.20

After Reviewing this information if you have any questions or would require any additional information, please feel free to contact us. Thank you for this opportunity. We look forward to growing our partnership with the Town of Harwich

Sincerely,

Katie Clark
Vice President
Tri-County Contractors Supply, Inc.
Office: (413) 733-5189
Cell: (413) 575-0816
Email: KClark@TriCountyContractors.com

IF PRICE IS FOR JULY BUDGET, PLEASE ADD 10% TO ABOVE PRICES.

Low Bidder: _____

Bid Price: \$ 10457.40**12/13/18 Revised Procurement Checklist**

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

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

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

014212-548900

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

Buildings and Public Works	Goods and Services
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input checked="" type="checkbox"/> GS1. If procured using the State Bid List :
<input type="checkbox"/> C2. If construction is near \$10,000 you also need:	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> a. Written spec sheet.	<input checked="" type="checkbox"/> GS2. If project is over \$5,000 :
<input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.	<input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.
<input type="checkbox"/> c. Apparent low bidder posted to Town website.	<input type="checkbox"/> b. Maximum contract length is three years.
<input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as:	<input type="checkbox"/> GS3. If project is over \$50,000 :
<input type="checkbox"/> a. Show project was in the Capital Plan.	<input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.
<input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature.	<input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as:	<input type="checkbox"/> c. Apparent low bidder posted to Town website.
<input type="checkbox"/> a. Bid Bond of 5% of total value.	<input type="checkbox"/> GS4. If project is over \$100,000 :
<input type="checkbox"/> b. Sealed Bids.	<input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.
<input type="checkbox"/> c. End of Public Works construction requirements	<input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process:	Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.
<input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.	Note 2: Bids may be negotiated downwards but never higher than original quote.
<input type="checkbox"/> b. Set a designer fee or price ceiling.	Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.
<input type="checkbox"/> c. Use Standard Designer Application Form	<i>State Contract FAC 116</i>
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as:	<i>Vehicle Maintenance/PPW Budget</i>
<input type="checkbox"/> a. 100% payment bond was in bids.	
<input type="checkbox"/> b. 100% performance bond was in bids.	
<input type="checkbox"/> c. DCAMM certified bidders.	
<input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.	
<input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as:	
<input type="checkbox"/> a. Solicit qualifications prior to sealed bids.	

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

Signature of Town Administrator or Assistant Town Administrator: _____

DocuSigned by:

Joseph R. Powers

0623C0C5799644E...

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

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*


Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Contract with Rise Engineering, Inc.

Date: July 28, 2023

Engineering services to provide the Town with design and scope of work for boiler and generator replacement at 204 Sisson Road has been procured using best practices as required by MGL c.30B. Rise Engineering has provided similar work in the past to the Town with success.

This contract will provide a mechanical design for energy efficient upgrades and for electric generator replacement to the building located at 204 Sisson Road. The work consists of a plan to replace the existing boiler, hot water tank systems and the electric generator along with providing bid documents and construction administration services.

Funding for this contract is supported through the ATM'23, Article #16 for facilities related upgrades at 204 Sisson Road. This contract is in the amount of \$25,000.00.

Following the design, the construction will go out to bid per MGL c. 39M.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Sean Libby DEPARTMENT: DPW

FUNDING SOURCE: ATM 2023 Art16

Appropriated amount: \$25,000.00 Estimated cost: \$ 25,000.00 Actual cost: \$25,000.00

PROCUREMENT METHOD:

Engineering Services from previous estimate

PURCHASE DESCRIPTION:

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

Engineering services to provide the Town with design and scope of work for boiler and generator replacement at 204 Sisson road.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Kathleen Barrette Account # 014218 623113

Approved to proceed: Town Administrator or Designee: Joseph F. Powers

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF HARWICH, MASSACHUSETTS
AND
Rise Engineering
FOR the development of design and scope of work for the replacement of boilers and
generator located at 204 Sisson Road**

THIS AGREEMENT made this **20th** day of July, 2023 between Rise Engineering, a Division of Thielsch Engineering, Inc. a **Rhode Island based** Corporation with a usual place of business at 1341 Elmwood Avenue, Cranston, Rhode Island, 02910 hereinafter called the "ENGINEER," and the Town of Harwich, MA, acting by its Select Board, with a usual place of business at Harwich Town Hall, 732 Main Street, Harwich, 02645 hereinafter called the "TOWN".

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

1. Scope of Work

The ENGINEER shall 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 \$25,000. The amount to be paid to the ENGINEER shall not exceed \$25,000.00 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on August 15, 2023 and shall expire on March 15, 2024, unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and 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 per occurrence with a \$3,000,000 aggregate.
- 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 Workers' Compensation and Employers' Liability Insurance including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance

coverage with limits of not less than \$500,000 per accident. Each contractors, subcontractors, and consultants performing work on or about the Premises shall have similar policies covering their employees.

- 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 General Liability insurance with liability coverage for personal injury, bodily injury and property damage including Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall be written on an occurrence basis. This policy shall provide coverage on a primary and non-contributory basis and should name the Municipality as an "Additional Insured".
- F. The ENGINEER shall also maintain Automobile Liability (applicable for any automobile operating exposure) with limits of not less than \$1,000,000 covering all owned, non-owned, hired, rented or leased vehicles. The Municipality should be named as an "Additional Insured".
- A. 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.
- B. 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.

RISE ENGINEERING:

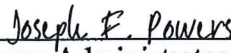
By:  Digitally signed by Jean-Paul Vandeputte
DN: cn=Jean-Paul Vandeputte, o=RISE Engineering,
a division of Thelich Engineering, Inc., ou=Director
of Engineering,
email=jpvandeputte@RISEEngineering.com, c=US
Date: 2023.07.20 09:22:15 -04'00'

Name: Jean-Paul Vandeputte
Type or Print


Title: Director of Engineering

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

by its Town Administrator Up to \$75,000

DocuSigned by:

Town Administrator

Approved as to Availability of Funds:

DocuSigned by:
 25,000
(\$ _____)
Finance Director Contract Sum

Account/PO: 014218 623113
519856/KOPE/0003

June 14, 2023

**HARWICH CULTURAL CENTER
204 SISSON ROAD, HARWICH, MA 02645
BOILER SYSTEM DESIGN PROPOSAL**

June 14, 2023

Sean Libby,
Facilities Maintenance Manager
Town of Harwich
732 Main Street,
Harwich, MA 02645

Subject: Proposal to provide design services for upgraded boiler and domestic hot water systems at the Harwich Cultural Center

Dear Mr. Libby,

Thank you for the opportunity to submit this proposal for a mechanical design for energy efficient upgrades and for electric generator replacement to the Harwich Cultural Center located at 204 Sisson Road, Harwich, MA.

Mechanical Design Project Scope:

RISE Engineering agrees to provide the following under this scope of work for the facility.

1. The scope of the mechanical design work includes replacement of the existing boiler, central domestic hot water tank and associated DHW boiler, and associated controls.
2. A detailed site visit shall include systems that serve the area of the design scope and supporting building systems only.
3. The mechanical plans and specifications construction documents will be provided for public bid and construction.
4. Electrical performance specifications will be provided without electrical plans.
5. All drawings shall be prepared using AUTODESK AutoCAD software. Since CAD electronic architectural floor plans are not available, we have included time necessary to provide those base plans.
6. Provide Construction Administration services.
 - a. Attendance at one (1) meeting for the contractor bid walk-through is included.
 - b. Provide responses to contractor questions and review the contractor bids.
 - c. Review of shop drawings to determine adherence to the specifications and drawings.
 - d. Provide construction document clarifications as needed.
 - e. Review and approval of contractor payment requisitions are included.
 - f. Periodic site visits to review the installation of our designed system(s) shall include three (3) in-progress and one (1) final site visit during construction to be used to generate a final punch-list. Re-inspection after providing final punch list will be billed on a "Time and Material Basis".
 - g. Review of acceptance test reports and responses to Contractor RFI's.
 - h. Review of project closeout documents.

June 14, 2023

**HARWICH CULTURAL CENTER
204 SISSON ROAD, HARWICH, MA 02645
BOILER SYSTEM DESIGN PROPOSAL****Generator Design Project Scope:**

RISE Engineering agrees to provide the following under this scope of work for the facility. the Harwich Cultural Center. The project, as we understand it will consist of a one-for-one maintenance replacement of the existing natural gas generator and associated automatic transfer switch without bringing the system(s) up to present code. This proposal has been based on a letter we sent dated March 13th 2023 and later approved by the AHJ, Mr. Jack Mee, Building Commissioner of the Town of Harwich.

1. Provide a site survey to document the electrical systems in place to the extent made accessible and document general, existing conditions. Our field investigation shall include systems that serve the area of scope as detailed above.
2. Review the existing MEP/FP drawings if available. Some photos received are of drawings, however, Creative will request a full set of available drawings to be delivered to Creative for scanning purposes.
3. Modification to the existing fire alarm system as needed to accommodate the generator "Running", "Generator not in Auto", and "Generator Low Fuel" fire alarm signals.
4. Provide construction documents (plans and specifications) for private bid and construction.
5. Provide a partial electrical system one-line riser diagram.
6. Floor plans and site plans back grounds will be sent to Creative in AutoCAD format.
7. Existing drawings and AutoCAD files of the floor plans and site plans before the start of any work.
8. Environmental studies/permitting by others, not limited to air and sound.
9. Plumbing engineering is not included in this proposal. It is understood that the Electrical Contractor will hire a licensed plumbing contractor for disconnect/reconnect of the natural gas supply.

Generator Design Project Phases:**SCHEMATIC DESIGN:**

- Review Existing Drawings.
- Attend kickoff meeting on site.
- Provide field investigation of the existing conditions currently installed in the building. Our field investigation shall include systems that serve the area of scope and the supporting building systems.

DESIGN DEVELOPMENT:

- Develop one-line diagrams, schedules, details, and specifications in construction bidding format.
- Finalize space requirements for engineering systems.
- One (1) virtual meeting will be allotted during this phase for document review prior to Design Development Submission.

CONSTRUCTION DOCUMENTS:

- Proceed based on format approval of Design Development documents.
- Prepare final engineering drawings and specifications for private bid and construction. Specifications will be book type.
- The team will review the 90% Review set with the Owner and incorporate owner comments into the final plans and specifications.

June 14, 2023

**HARWICH CULTURAL CENTER
204 SISSON ROAD, HARWICH, MA 02645
BOILER SYSTEM DESIGN PROPOSAL**

- The team will sign and seal 100% Electrical Construction Documents along with a book type specification for Building Permit/Construction.
- One (1) virtual meeting will be allotted during this phase for document review prior to design submission.

CONSTRUCTION ADMINISTRATION SERVICES:

- Two (2) site visits during construction (It is assumed that one periodic site visit will be required along with one final). Periodic site visits shall be used to review the installation of our designed systems(s), and the last visit shall be used to generate a final punch-list. Reinspection after providing final punch list will be billed on a "Time and Material Basis". Review acceptance test reports and respond to RFI's. Responses will be returned within a reasonable period of time.
- Review shop drawings to determine adherence to the specifications a

Exclusions:

1. LEED review, documentation or certification is not required.
2. Design or analysis of possible sustainable strategies (i.e. geothermal, solar thermal, wind, steam, CHP, photovoltaic, etc.) will not be included.
3. Detailed cost estimating will not be included.
4. Post construction CAD / As-built documentation shall be by the contractor with RISE review.
5. The scope of work shall not include detailed design of a facility building or energy management system and associated graphic user interface. The specified ventilation system will be BACNET capable in association for the interface to the existing BMS.
6. Preparation of plans or specifications for the legal removal or abatement of hazardous materials are not included.
7. Front end general public bid specifications will be provided by the Town of Harwich.
8. Additional site meetings and/or punch list inspections are available at an additional cost.
9. Submittal review will be limited to three (3) reviews of each system component. RISE Engineering cannot be responsible for the time it takes to respond to repeated submittals that do not meet the project specifications.
10. We assume systems being extended and/or reused (i.e. three-phase electrical, HVAC, structural and plumbing) have adequate capacity are in good working order.
11. If, during the course of design or construction, structural or architectural requirements are discovered, it shall be considered an additional service.
12. Our on-site work during construction will be for the purpose to inspect the installation of the systems to confirm that they meet the design requirements. It does not include the full commissioning of the system or continuous monitoring of the installation process.
13. Cost-saving redesign (value engineering) services after the plans have been issued and bid would be an additional charge.
14. Fire Protection/Fire Alarm Engineering.
15. Fire alarm witness testing.
16. Security Engineering, Telecommunication Engineering, or Information Technology Engineering.
17. Electrical testing or services to measure electrical loads is not included.
18. Power system studies are not included.
19. Stand-by or Emergency Generator design.

June 14, 2023

**HARWICH CULTURAL CENTER
204 SISSON ROAD, HARWICH, MA 02645
BOILER SYSTEM DESIGN PROPOSAL**

20. Sanitary system camera inspections or concrete X-ray/scanning/imaging.
21. NECHPs, or IGCC design and accreditation services are not included.
22. If the project stops for more than 90 days, we reserve the right to revise the proposal fees to for remobilization.
23. General demolition plans will be provided; these plans will be diagrammatical drawings with general notes. Selective demolition documentation will not be provided.
24. Services of a qualified licensed electrician are necessary for the opening of equipment or switching of any electrical equipment. We cannot examine exposed live electrical parts. If information regarding this is needed, an electrician may be required. The cost of an electrician's services is not included in this proposal and shall be a reimbursable expense.

Assumptions:

1. RISE Engineering will be provided with safe access to various areas of the building necessary to ascertain a reasonable evaluation of the existing conditions.
2. Fieldwork shall be scheduled in advance at mutually agreed times. A knowledgeable person will be assigned to accompany us while at the facility and to provide access to all necessary areas. Field work is based on casual observations and discovery of any existing concealed conditions in the building systems are not included as part of our site investigation. Additional site visits that are required to access necessary areas that are not initially available shall be considered an additional service.
3. We assume systems being extended (i.e. gas, electrical, fire alarm) have adequate capacity are in good working order. We do not include engineering design services to replace these main building systems, except if explicitly stated under the scope of work.
4. Services of a qualified licensed electrician are necessary for the opening of equipment or switching of any electrical equipment. We cannot examine exposed live electrical parts. If information regarding this is needed, an electrician may be required. The cost of an electrician's services is not included in this proposal and shall be a reimbursable expense.
5. We cannot enter confined spaces (manholes, etc.) and cannot enter areas containing wiring or equipment over 600 volts (vaults, etc.).
6. 5. AutoCAD architectural drawings shall be furnished to us for floor plans and site plans.
7. Design or specification for hazardous material mitigation or removal is not included
8. This project will be designed as a single project with a single bid phase and a single construction phase with one contractor.
9. General demolition plans will be provided; these plans will be diagrammatical drawings with general notes. Selective demolition or as-built documentation will not be provided. Front end specifications for public bidding, if required, is by others.
10. It is assumed that the existing fire pump controller is adequate and operational and will be refed "inkind".

Fee:

June 14, 2023

**HARWICH CULTURAL CENTER
204 SISSON ROAD, HARWICH, MA 02645
BOILER SYSTEM DESIGN PROPOSAL**

For the engineering services described above, RISE Engineering proposes to bill at a fixed fee of **\$14,050** for the boiler and domestic hot water system design; and a fixed fee of **\$10,950** for the electric generator design.

****Change orders or amendments to the scope of work and additional requested time or resources may be obtained at hourly rates with prior approval from the customer.**

This proposal is valid for 100 days from the date written.

Deliverables will consist of one (1) hard copy set of 36" x 24" mechanical plans, and the associated specifications. Electronic copies of the documents will also be provided to allow the Town to duplicate and distribute to bidding contractors.

Schedules:

Commencement of design work approximately two (2) weeks after receiving written request for services. Design to be completed (6) weeks from initial site visit.

Thank you again for giving us the opportunity to submit this proposal. Please feel free to call me with any questions regarding this document at (401) 784-3700 ext. 6129.

Sincerely,



Jean-Paul Vandeputte, PE, CEM
GBE, CDSM, LEED AP
Director of Engineering
RISE Engineering

June 14, 2023

**HARWICH CULTURAL CENTER
204 SISSON ROAD, HARWICH, MA 02645
BOILER SYSTEM DESIGN PROPOSAL**

Terms

Commencement: No earlier than April 24th, 2023

100% balance due upon delivery of final design (NET 30)

1. Upon final inspection and approval by RISE ENGINEERING and Customer, Customer agrees to remit amount due in full. Interest of 1.5% will be charged monthly on any unpaid balance after 30 days.
2. All work to be completed in a workmanlike manner according to standard practices.
3. Any change from the above specifications involving extra costs will be executed only on written orders and will become an extra charge over and above the contract amount.
4. Pricing is valid for 100 days from above date.

NOTE: THIS CONTRACT MAY BE WITHDRAWN BY
US IF NOT EXECUTED WITHIN 100 DAYS.

AUTHORIZED SIGNATURE:

DATE:



Jun. 14, 2023

Please indicate the desired services: Boiler & DHW System Design: ☐
Please indicate the desired services: Electric Generator Design: ☐

Acceptance of Contract — *The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.*

DATE OF ACCEPTANCE: _____

SIGNATURE: _____

Project Name: boiler design at 204 Sisson

TM Year and Article #: 2023 #16

Appropriation: 25,000

Low Bidder:

Bid Price: 25,000

12/13/18 Revised Procurement Checklist

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

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

- ☒ 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - ☐ a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - ☒ b. Identify the funding source, such as article number and amount approved.
 - ☐ c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- ☒ 2. Finance Director has signed that funds are available: 014 218/623113 Account
- ☐ 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- ☒ 4. Please use K-P Law provided standardized contracts.

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

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

Signature of Town Administrator or Assistant Town Administrator: Meldy

OFFICE OF THE TOWN ADMINISTRATOR

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

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract Rise Engineering for Heat pumps at Brooks Academy Museum

Date: July 31, 2023

The steam boiler at Brooks Academy Museum failed last December and is in need of replacement. Rise Engineering has provided a quote for removal of the steam boiler and replacement with high efficiency high velocity heat pumps. These new heat pumps will replace both the gas-fired boiler system and air handling units to provide year round heating and cooling.

The contract includes engineering and installation and is exempt from Ch. 30B and Ch. 149 per MGL Chapter 25A section 14.

Funding for this contract is supported through the ATM'23 Article #47 and is in the amount of \$61,517.00.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Sean LibbyDEPARTMENT: DPWFUNDING SOURCE: ATM 2023 Art 47Appropriated amount: \$61,517.00Estimated cost: \$ 61,517.00 Actual cost: \$61,517.00**PROCUREMENT METHOD:**

MGL 25a section 14

PURCHASE DESCRIPTION:

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

Brooks Academy

Remove and replace the 14 year old air conditioning units with high efficiency high velocity heat pumps.
This will also alleviate the need to replace the steam boiler which failed last December.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

01122A2 623047

Funds Available: Finance Director:

DocuSigned by:

Kathleen Barrette

83B11569769A4FD...

Account #

Approved to proceed: Town Administrator or Designee:

DocuSigned by:

Joseph F. Powers

0623C0C5799844E...

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Select Board, hereinafter referred to as "Town," and Rise Engineering, a Division of Thielsch Engineering, Inc. a Rhode Island based Corporation with an address of 1341 Elmwood Avenue, Cranston, Rhode Island, 02910 hereinafter referred to as "Contractor", effective as of the 31st day of July, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with the removal of existing air conditioning units and replacing them with high efficiency high velocity heat pumps including the scope of services set forth in the attached Energy Conservation Measure Proposal.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing August 1, 2023 through June 30, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$61,517.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

05-0405629

Social Security Number or
 Federal Identification Number

DocuSigned by:

Jean-Paul Vandeputte

Signature of Individual or
 Corporate Name

By:
 Corporate Officer
 (if applicable)

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

CONTRACTOR

By

DocuSigned by:

Jean-Paul Vandeputte

45FF11CA802A4B3...

Jean-Paul Vandeputte

Director of Engineering

Printed Name and Title

TOWN OF HARWICH

by its Board of Selectmen Over \$75,000

Approved as to Availability of Funds:

DocuSigned by:

Kathleen Barrette

61,517

(\$)

Finance Director

Contract Sum

by its Town Administrator Up to \$75,000

DocuSigned by:

Joseph F. Powers

Town Administrator

Account/PO # _____

Efficiency Energized.



Heat Pump Conversion

Date: 7/24/2023

Customer: Harwich Brooks Academy Museum

ATTN: Sean Libby

Address: 80 Parallel St, Harwich, MA 02645

NOTE: THIS CONTRACT MAY BE WITHDRAWN BY
RISE IF NOT EXECUTED WITHIN 30 DAYS

AUTHORIZED SIGNATURE

A handwritten signature in black ink, appearing to be "SL", is written over a horizontal line.

DATE

7/24/2023

Energy Conservation Measure Proposal

Reduction of Electric and Fossil fuel usage by installing HE heat pumps

RISE Engineering is proposing to install (4) high efficiency high velocity heat pump systems at the Brooks Academy Museum building to replace existing dated and inefficient gas-fired boiler system and air handling units. The new equipment will provide year-round heating and cooling.

Scope of Work:

First Floor Units (Location: Basement)

- Remove and demo existing (1) air handler units and condensers serving the first floor.
- Install (2) 5 Ton Boch BOVA-60 and (2) Unico 3-3.5 ton V3642B-1EC2BXC vertical air handling units
- Install all necessary duct transitions for supply and return, and insulate per code,
- Install new refrigerant line sets and condensate pump,
- Install (2) new Honeywell Wi-Fi thermostats,
- All electric wiring to be included; and
- Start-up and run units.

Second Floor unit (Location: attic)

- Remove and demo existing (2) air handler units and condensers serving the second floor.
- Install (2) 5 Ton Boch BOVA-60 and (2) Unico 4-5 ton (M4860BL1-EC2, Unico) modular blower (2) Refrigerant Coil Module, 4.0-5.0 Ton (M4860CL1-E, Unico)
- Install all necessary duct transons for supply and return, and insulate per code,
- Install new refrigerant line sets and condensate pump,
- Install (2) new Honeywell Wi-Fi thermostats,
- Ductwork x2
 - Install new larger supply plenum for larger capacity output
 - Transition from plenum into existing duct work and Add a second main supply branch. Add 10 new branches.
 - Install Larger return air duct 20" and transition
 - All additional supply vents and carpentry should be included
- All electric wiring to be included; and
- Start-up and run units.

Notes and Clarifications:

- All work performed during normal working hours.

Total Installed Cost	\$ 98,600
National Grid Incentives	(\$ 37,083)
Net Cost To Customer	\$ 61,517

-
3. All work to be completed in a workmanlike manner according to standard practices.
 4. Contract cost includes any permit(s) required by law for this installation. Prior to, or during Installation, RISE Engineering (at its sole discretion) may choose not to proceed further with the installation for reasons relative to Safety or discovery of unforeseen conditions
 5. Any change from the above specifications involving extra costs will be executed only on written orders, and will become an extra charge over and above the contract amount.
 6. In the absence of alternate arrangements, disposal of disabled materials is the responsibility of the Customer.
 7. This contract is subject to Utility company approval of any Utility program incentives incorporated herein. All applicable Utility program incentives shall be assigned to RISE ENGINEERING.
 8. Pricing is valid for 30 days from above date.

Acceptance of Contract – The above prices, Specifications and conditions are satisfactory and are the work as specified. Payments will be hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

DATE OF ACCEPTANCE

7/31/2023 | 2:47:14 PM EDT

SIGNATURE

DocuSigned by:

Joseph F. Powers

0623C0C5799644E...

Project Name: Heat Pump/boiler at BAM

TM Year and Article #: 2023 #47

Appropriation: 475,000

Low Bidder:

Bid Price: 61,517

12/13/18 Revised Procurement Checklist

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

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

- ☒ 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - ☐ a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - ☒ b. Identify the funding source, such as article number and amount approved.
 - ☐ c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- ☒ 2. Finance Director has signed that funds are available: 0112202 623047 Account
- ☐ 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- ☒ 4. Please use K-P Law provided standardized contracts.

<u>Buildings and Public Works</u>	<u>Goods and Services</u>
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the State Bid List :
<input type="checkbox"/> C2. If construction is near \$10,000 you also need: <ul style="list-style-type: none"><input type="checkbox"/> a. Written spec sheet.<input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.<input type="checkbox"/> c. Apparent low bidder posted to Town website.	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as: <ul style="list-style-type: none"><input type="checkbox"/> a. Show project was in the Capital Plan.<input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature.	<input type="checkbox"/> GS2. If project is over \$5,000 : <ul style="list-style-type: none"><input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.<input type="checkbox"/> b. Maximum contract length is three years.
<input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as: <ul style="list-style-type: none"><input type="checkbox"/> a. Bid Bond of 5% of total value.<input type="checkbox"/> b. Sealed Bids.<input type="checkbox"/> c. End of Public Works construction requirements	<input type="checkbox"/> GS3. If project is over \$50,000 : <ul style="list-style-type: none"><input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.<input type="checkbox"/> b. Show project utilized sealed bids.<input type="checkbox"/> c. Apparent low bidder posted to Town website.
<input type="checkbox"/> C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"><input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.<input type="checkbox"/> b. Set a designer fee or price ceiling.<input type="checkbox"/> c. Use Standard Designer Application Form	<input type="checkbox"/> GS4. If project is over \$100,000 : <ul style="list-style-type: none"><input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.<input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"><input type="checkbox"/> a. 100% payment bond was in bids.<input type="checkbox"/> b. 100% performance bond was in bids.<input type="checkbox"/> c. DCAMM certified bidders.<input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.	Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder. Note 2: Bids may be negotiated downwards but never higher than original quote. Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.
<input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"><input type="checkbox"/> a. Solicit qualifications prior to sealed bids.	MGL 25a § 14 Energy efficiency exempt 30B/149/39M

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

Signature of Town Administrator or Assistant Town Administrator: M. Elder

**Note: Failure to sign in time will result in the contract being delayed to the next meeting.