



Harwich Conservation Trust  
P.O. Box 101, South Harwich, MA 02661  
508-432-3997 • [info@harwichconservationtrust.org](mailto:info@harwichconservationtrust.org) • [www.harwichconservationtrust.org](http://www.harwichconservationtrust.org)

## **Herring River Watershed 50% Eco-Restoration Design Project**

### **REQUEST FOR PROPOSALS**

#### **ENGINEERING SERVICES FOR 50% Eco-Restoration Design Plans**

The Harwich Conservation Trust (the Project Owner), is seeking proposals from persons/firms to provide consultant and engineering services for the Herring River Watershed 50% Eco-Restoration Design (the Project). Bid packages are available beginning on Thursday, March 13, 2025 at 8AM and can be obtained by contacting Charles Sumner at [charlie@harwichconservationtrust.org](mailto:charlie@harwichconservationtrust.org). A mandatory site visit will be held on Thursday, **March 20, 2025**, at 10:00 a.m. at 371 Main St., Harwich (former Kelley St.).

Qualified persons or firms are requested to submit proposals to 947 Rt. 28, South Harwich, MA 02661 no later than **12:00 PM on April 4, 2025**. Physical drop-offs only (M-F, 7:30 a.m. to noon and 1 p.m. - 3 p.m.). If mailing, only FedEx and UPS services will deliver to this location. The sealed Non-Price Proposal clearly labeled “**Herring River Watershed 50% Eco-Restoration Design Project Non-Price Proposal**” and the sealed Price Proposal clearly labeled “**Herring River Watershed 50% Eco-Restoration Design Project Price Proposal**” must be enclosed in separate, clearly marked envelopes, and both such envelopes must then be enclosed in a single larger envelope, clearly marked on the outside: **Herring River Watershed 50% Eco-Restoration Design Project**.

The Project Owner has structured this procurement in accordance with the Uniform Procurement Act, G.L. c.30B. Therefore, the provisions of G.L. c.30B are hereby incorporated by reference into this RFP, as are any other provisions of law that are applicable to or are otherwise required to be made part of this RFP. It is the responsibility of proposers to know and be familiar with all such provisions, as such provisions shall, if required by law, supersede any conflicting provisions contained in this RFP.

Harwich Conservation Trust reserves the right to accept or reject any or all proposals, in total or in part, and to take whatever action is deemed most favorable to the best interest of the Project Owner. Minority and woman-owned businesses are encouraged to submit proposals. All proposals will receive consideration without regard to race, color, religion, national origin, sex, age, sexual orientation or disability.

Harwich Conservation Trust  
3/13/25



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**Survey Plan of 371 Main Street (Proposed Parking)**..... Attachment 9  
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## **I. Project Purpose and Background**

The Project Owner invites qualified persons and firms to submit proposals to perform planning and engineering services for projects at Sand Pond Bog, Thacher Bog, and the town-owned 374 Main Street Cranberry Bog Conservation Area. The selected consultant shall have at a minimum, relevant engineering experience (e.g. degree in environmental engineering, civil engineering, or related field), professional certifications (P.E. license), and experience with eco-restoration projects, particularly in similar environments.

The project involves the data collection, 50% ecological restoration design, and basis of design report and other tasks described herein to plan for the eventual ecological restoration of approximately 35 acres of future retired cranberry bog, with the ultimate goal of restoring naturally functioning wetlands and streams. This will unlock multiple ecological, water quality, and recreational benefits to the sites and surrounding area, including enhancing the health of the Herring River estuary. Harwich Conservation Trust (HCT) will serve as the fiscal and contract lead and overall project manager. Other partners include the Town of Harwich and The Compact of Cape Cod Conservation Trusts, Inc.

### *Description of Locations*

**Sand Pond Bog, 2 Deacons Folly Road, Harwich:** This bog is located within the Sand Pond Conservation Area on the north side of Sand Pond. The Sand Pond Bog is owned by HCT with a conservation restriction held by The Compact of Cape Cod Conservation Trusts, Inc. (The Compact). The bog is currently leased by a grower and production is slated to cease by the end of 2026. See Attachment 6 for plan of land.

**379 Main Street, Harwich (formerly Thacher Bog):** This bog is connected to Sand Pond via a stream channel to the west and stream channel to the retired town-owned Main Street Cranberry Company Bog to the north. The bog is owned by The Compact with transfer of title to HCT taking place before June 30, 2025. See Attachment 7 for plan of land. Please also see Attachment 9 for preliminary parking/trailhead plan on adjacent property located at 371 Main St. (former Kelley St.).

**374 Main Street, Harwich:** This town-owned property comprises approximately 33 acres. The easternmost portion of that property contains a channelized perennial stream flowing from Flax Pond through retired bogs under Main Street into the bogs at 379 Main Street. See Attachment 8 for plan of land.

### *Description of Funding*

The project was selected for state funding in the amount of \$150,000 through RFR #DER 2025-01: Cranberry Bogs and Coastal Wetlands Grant Program.



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## **II. Project Goals and Restoration Vision**

HCT has three distinct goals for this site:

1. Wildlife Habitat Enhancement;
2. Water Quality/Flow Enhancement; and
3. Public Passive Recreation Enhancement

To accomplish these goals, HCT and partners seek to transform the site into diverse, dynamic, and self-sustaining wetland and riverine habitats to benefit wildlife, provide ecological services (e.g., floodwater storage, water purification, nutrient attenuation, biodiversity enhancement), and connect the community to the natural realm with future trails. A successful project design will:

1. Be self-sustaining (i.e. require little to no human maintenance);
2. Restore natural hydrology (i.e. natural movement and storage of water);
3. Improve water quality and enhance nitrogen attenuation;
4. Be resilient/adaptable to climate change; and
5. Provide public access through an inviting network of walking trails.

## **III. Work Completed to Date**

See map in Attachment 5 and plans in Attachments 6 through 9.

## **IV. Requested Scope of Services**

HCT is presenting a general outline of tasks thought to be required at this time to support the general goals presented above. In addition, the preliminary design will likely be informed by future discussions regarding design alternatives with other stakeholders (i.e. the Town of Harwich). To accommodate the Town's nitrogen attenuation goals identified in Section II, the selected bidder will be acting as a "thought-partner" with HCT throughout the design process and must have a thorough understanding of site conditions. Bidders are encouraged to submit succinct proposals. Note that all deliverables are requested in draft and final versions; bidders should facilitate partner review of drafts and incorporate comment into final versions. Proposals should include the tasks listed below. HCT also welcomes re-ordering of tasks, changes in tasks, and the proposal of alternate tasks that will better meet the project goals as described above.

The contract period end date is 5/31/2026. Projects during this period may include, but are not limited to, the following:



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### Task 1: Project Management

HCT values open and frequent communication with the selected consultant and bidders are encouraged to budget sufficient time for this purpose. For this project, the selected bidder will need to coordinate with project partners, participate in meetings, and integrate outcomes into the desired work products. Note that this task should include, at minimum, time and travel for one (1) in-person kick-off meeting in Harwich with project partners.

### Task 2: Data Review

This task should include services needed to compile existing baseline information, including identifying and reviewing publicly available documents that will provide background on the site conditions, including current and historic aerial photos, topo maps, LiDAR, hydrologic data, fish species reports, bedrock and surficial geology, and utilities.

### Task 3: Field Data Collection

This task should include services needed to complete a site assessment, including:

- 1) Review of inlets and outlets, documenting flow control structures throughout the project site, and probing sand and peat;
- 2) Topographic survey to collect elevation data on the ditches, bog surface, earthen berms, flow control structures, Cape Cod Rail Trail Rail Trail, public roads, and other critical elements;
- 3) Field data collection that could include, but is not limited to, groundwater flow, surface water inputs, upstream/downstream hydrological connections, water chemistry data, wetland resource area types and delineation, topography, vegetation communities, and soil characteristics;
- 4) Field data collection necessary for a discussion on the potential for nitrogen attenuation at the project site.

Bidders should specify the nature of, and rationale for, proposed data collection activities.

#### Task 3.1: Geotechnical Investigation

Geotechnical investigations will possibly be required to inform the design of one (1) future vehicular crossing within the project site. HCT seeks a proposal and cost for this work at this time, with authorization to be determined based upon available funding. If necessary, this subtask may be postponed until the next phase of work (final design and permitting).

### Task 4: Hydrologic / Hydraulic Studies

This task should include services to model site hydrology and hydraulics as necessary to inform the restoration design. Bidder should specify questions that proposed modeling would seek to address, and the means for addressing them. Analysis should consider scenarios to restore the



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retired cranberry bogs to naturally functioning wetlands and re-establish historic stream channel connections between surrounding water bodies.

#### Task 5: Technical Memorandum

This task includes the services necessary to produce a draft and final Technical Memorandum. Under this task, the consultant will:

- 1) Synthesize collected data and document the results of Tasks 2 through 4;
- 2) Complete an alternatives analysis to determine the best restoration/management strategy. Analysis should include anticipated wetland and other habitat types, including vernal pools (given a nearby population of wood frogs and other potential vernal pool dependent species), that could result from the eco-restoration design being implemented;
- 3) Summarize considerations for all-person accessible walking trails and trail connections to nearby open space parcels.
- 4) Summarize opportunities for nitrogen attenuation at the project site.
- 5) Complete a conceptual design plan;
- 6) Summarize restoration objectives, predicted outcomes, success metrics, permitting requirements, and estimated costs. This will help inform feasible restoration designs, identify site constraints and opportunities, and a determination of overall project breadth and scope.
- 7) Time should be allocated for at least one (1) Technical Memorandum review meeting (remote meetings possible).

Design alternatives will be discussed collaboratively with project partners and the selected bidder will be actively participating in these discussions.

#### Task 6: Basis of Design Report

This task includes the services necessary to produce draft- and final-preliminary design plans (50% design level) suitable for project permitting, a basis of design report, and an engineer's opinion of probable costs.

The design plan set should illustrate existing and proposed conditions in plan and cross section view, proposed grading and treatment, resource area impacts, planting plans and user access improvements. Time should be allocated for at least two (2) design related meetings (remote meetings possible).

### **V. Deliverables**

Deliverables should include at a minimum:

1. Project basemap in PDF and AutoCAD format;
2. Hydrologic and hydraulic model (model and select output, if developed);
3. Preliminary (50%) engineering design plan set in PDF and AutoCAD format (draft and final versions);





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4. Basis-of-Design Report in MS Word and PDF format (draft and final versions).
5. Engineer's Probable opinion of cost in EXCEL and PDF format (draft and final versions); and

## **VI. Submission Requirements for Proposals**

General Laws, chapter 30B, section 6 requires the Submission of separate "Price" and "Non-Price" proposals, as follows:

This bid should be formatted to the accompanying Non-Price Proposal (Attachment 1), use the Price Proposal (Attachment 2) as a guide.

Each proposal must include the following **Minimum Requirements**:

1. Name, rate category, and resume of each "project team member" who will work on this contract. (The persons so identified must work on the project and may not be substituted without the approval of the Project Owner.);
2. Project Scope including deliverables for each task (please use attachment 1);
3. Specific budget, broken down by task, personnel, etc. (please use attachment 2 as a guide);
4. A complete list of all similar projects performed in the last ten years, including contact information (name, address, phone number, and email) for owner;
5. Project schedule by task and month that meets the May 31, 2026 deadline outlined in this RFP;
6. Description of Bidder's commitment to the Supplier Diversity Plan Goals and use of SOMWBA certified subcontractors commensurate with the terms of the Standard Contract; and
7. Signed Certification of Non-Collusion, Tax Compliance, Certificate of Corporate Authority (Attachments 3, 4).
8. **A flash drive is required with all non-price proposal information.**

### **Non-Price Proposal**

Please provide a bid including a Scope of Services to meet the project purpose, description, and requirements as outlined above in keeping with the terms and conditions as specified in the "Ecological Restoration Technical Service Master Agreement." Associated project costs and personnel assignments must be consistent with the fee schedule, terms and qualifications packet accepted with the standard contract form for the Ecological Restoration Technical Services Master Agreement. Please contact Charles Sumner at [charlie@harwichconservationtrust.org](mailto:charlie@harwichconservationtrust.org) for questions.



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### Price Proposal

A complete Price Proposal must contain an amount for the completion of the scope of services, using the enclosed "Attachment 2" form.

### Bid Submission Procedures

The sealed Non-Price Proposal clearly labeled “**Herring River Watershed 50% Eco-Restoration Design Project Non-Price Proposal**” and the sealed Price Proposal clearly labeled “**Herring River Watershed 50% Eco-Restoration Design Project Price Proposal**” must be enclosed in separate, clearly marked envelopes, and both such envelopes must then be enclosed in a single larger envelope, clearly marked on the outside: **Herring River Watershed 50% Eco-Restoration Design Project**.

Questions may be referred to Charles Sumner at the address listed above, and whose email is [charlie@harwichconservationtrust.org](mailto:charlie@harwichconservationtrust.org).

Questions are due Thursday, **March 27, 2025, at 4 p.m.** and responses from the Project Owner will be due on April 2, 2025, at 4 p.m. Proposals must be submitted no later than **12:00 PM, on Friday, April 4, 2025**, to the Project Owner, Harwich Conservation Trust, 947 Rt. 28, South Harwich, MA 02661. Physical drop-offs only (M-F, 7:30 a.m. to noon and 1 p.m. -3 p.m.). If mailing, only FedEx and UPS services will deliver to this location. Proposals will be opened in the presence of one or more witnesses (proposals will not be opened publicly). Each proposer agrees, by virtue of submitting a proposal, that said proposal shall be available for acceptance by the Project Owner for a period of 30 business days from the deadline for the receipt of proposals. The time for acceptance may be extended by mutual agreement of the Project Owner and the proposers.

A proposer may correct, modify, or withdraw its proposal by written notice received by the Project Owner prior to the time and date set for the receipt of proposals. After the proposals are received, a proposer may not change the price contained in the proposal nor any other provision of its proposal in a manner prejudicial to the interests of the Project Owner or fair competition. The Project Owner shall waive minor informalities or allow the proposer to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the Project Owner shall correct the mistake to reflect the intended correct proposal and so notify the proposer in writing, and the proposer may not withdraw its proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.





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## **VII. Evaluation of Proposals**

### *Non-Price Proposal*

#### *Minimum Evaluation Criteria*

Each Non-Price Proposal shall first be reviewed to ascertain whether or not the following Minimum Evaluation Criteria have been met: Each proposer must have satisfied the minimum requirements outlined in Section VII. Submission Requirements for Proposals. Proposals not meeting all of the Minimum Evaluation Criteria shall be summarily rejected.

#### *Comparative Evaluation Criteria*

Each Non-Price Proposal meeting the Minimum Evaluation Criteria shall be rated according to the following comparative Evaluation Criteria:

1. Demonstrated understanding of, and well-planned approach to, the tasks outlined above and overall needs of the project:
  - a. Highly Advantageous: Proposer **demonstrates thorough understanding** of the tasks and overall needs of the project.
  - b. Advantageous: Proposer **demonstrates significant understanding** of the tasks and overall needs of the project.
  - c. Not Advantageous: Proposer **demonstrates some understanding** of the tasks and overall needs of the project.
  - d. Unacceptable: Proposer **fails to demonstrate an understanding** of the tasks and overall needs of the project.
  
2. Demonstrated team/company experience from past project examples:
  - a. Highly Advantageous: **Most or all team members have five or more years' experience** with work of a similar nature.
  - b. Advantageous: **Most or all team members have three or more years' experience** with work of a similar nature.
  - c. Not Advantageous: **Few team members have experience** with work of a similar nature.
  - d. Unacceptable: **None of the team members have experience** with work of a similar nature.
  
3. Demonstrated qualifications and appropriate allocation of qualified staff and level of effort to scope tasks:



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- a. Highly Advantageous: The team **demonstrates exceptional qualifications** with highly relevant experience directly tied to the tasks outlined. Allocation of staff exceeds expectations, with a clear plan for effective task management and optimized efficiency. Proposed level of effort is realistic, detailed, and exceeds requirements to ensure success.
  - b. Advantageous: The team **demonstrates strong qualifications** with relevant experience applicable to the tasks outlined. Allocation of staff meets expectations, with an adequate plan for task management and efficiency. Proposed level of effort is appropriate and aligns well with the requirements.
  - c. Not Advantageous: The team **demonstrates limited qualifications** with minimal relevant experience. Allocation of staff is below expectations, with gaps or ambiguities in the plan for task management. Proposed level of effort is insufficient or lacks clarity in how it meets the requirements.
  - d. Unacceptable: The team **demonstrates inadequate qualifications** with no relevant experience. Allocation of staff is inadequate, with no clear plan for task management or resource optimization. Proposed level of effort is unrealistic, poorly defined, or fails to address the scope of work.
4. Demonstrated familiarity with the three proposed locations:
- a. Highly Advantageous: Proposer **demonstrates thorough familiarity** with all locations outlined in this RFP.
  - b. Advantageous: Proposer **demonstrates significant familiarity** with the locations outlined in this RFP.
  - c. Not Advantageous: Proposer **demonstrates some familiarity** with the locations outlined in this RFP.
  - d. Unacceptable: Proposer **fails to demonstrate familiarity** with the locations outlined in this RFP.
5. Demonstrated familiarity and understanding of various ecological and restoration concepts/principles, particularly as they pertain to cranberry bogs
- a. Highly Advantageous: Proposer **demonstrates thorough familiarity and understanding** of various ecological and restoration concepts/principles, particularly as they pertain to cranberry bogs.
  - b. Advantageous: Proposer **demonstrates significant familiarity and understanding** of various ecological and restoration concepts/principles, particularly as they pertain to cranberry bogs.
  - c. Not Advantageous: Proposer **demonstrates some familiarity and understanding** of various ecological and restoration concepts/principles, particularly as they pertain to cranberry bogs.
  - d. Unacceptable: Proposer **fails to demonstrate familiarity and understanding** of various ecological and restoration concepts/principles, particularly as they pertain to cranberry bogs.



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### Price Proposal

A complete Price Proposal should contain an amount for the completion of the scope of services for activities identified under each task as described above, using the attached "Price Proposal" form. The Price Proposal supporting detail should include:

1. Project Management;
  - a. Project Initiation and Coordination;
  - b. Kick-Off Meetings;
  - c. Communications;
2. Review of Existing Information;
3. Data Collection;
4. Hydrologic & Hydraulic Study;
5. Technical Memorandum and
6. Basis of Design Report

### Most Advantageous Proposal – Award of contract

Following the separate evaluation of the Non-Price Proposals, the Project Owner or its designee shall open and review the Price Proposals. If a contract is awarded, it shall be awarded to the responsible and responsive offeror whose proposal is deemed the most advantageous, taking into consideration price and the evaluation criteria set forth in this RFP. The contract shall be subject to execution by the Harwich Conservation Trust.

### **VIII. Contracts and Terms Conditions**

The successful proposer shall execute the contract that is attached to and incorporated into this RFP. This contract is subject to cancellation by the Project Owner pursuant to G.L. c.30B, §12(d), when funds are not appropriated or otherwise made available to support the continuation of the Project Owner's performance in subsequent fiscal years.

Pursuant to G.L. c.30B, §12(b), the contract awarded pursuant to this RFP shall be for a term ending on 5/31/2026, including any renewal.

### **IX. Insurance**

The Engineer shall at their 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.



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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. The Engineer shall provide a certificate of insurance with named insured as Harwich Conservation Trust, P.O. Box 101, South Harwich, MA 02661. The Engineer shall also provide a certificate of insurance with named insured as Town of Harwich, 732 Main Street, Harwich, MA 02645.

#### **X. Certificate of Non-Collusion and Tax Compliance**

Persons submitting proposals are required by G.L. c.30B, §10 to submit the following non-collusion and tax compliance certifications at the time the proposal is submitted. A form of this certification is included in this RFP as Attachment 3 and must be included with the proposal.

#### **XI. Certificate of Corporate Authority**

Corporations submitting proposals are required to submit a certificate of corporate authority if a registered corporation at the time of the contract being signed. A form of this certification is included in this RFP as Attachment 4 and must be included with the proposal.

**Herring River Watershed 50% Eco-Restoration Design Project  
Non-Price Proposal**

**I. PROJECT INFORMATION & APPROACH**

**Statement of Qualifications**

Provide a brief description of your qualifications and experience with similar ecological restoration projects involving dam removal, wetland restoration, and stream restoration. Provide examples of prior projects completed that would inform your planning and execution of the project.

**Personnel**

For each staff member who will be working on this project, provide their **name, position**, a short description of their **role in the project**, and a **resume outlining relevant experience, education, and certifications**.

**Project Background and Site Understanding**

Provide a 1–2-page summary demonstrating your understanding of the site and project. Preference will be given to consultants who demonstrate of comprehensive understanding of subjects including, but not limited to:

- Site history
- Site natural environment and ecology
- Site built environment
- Site stakeholders
- Project objectives and goals
- Project challenges
- Project costs

**II. SCOPE OF WORK**

**A. TASKS**

For each task and associated subtasks outlined below and in *Section V. Requested Scope of Services* of the request for proposal (RFP), provide a brief description of how you will accomplish the objectives associated with this task. Comprehensive responses will make specific mention of information to be reviewed for each task, deliverables to be prepared for each task, and key assumptions necessary for each task. Harwich Conservation Trust (HCT) will also look favorably upon responses that detail any challenges they foresee in task completion and what strategies or techniques would be employed to resolve such challenges

### Task 1: Project Management

HCT values open and frequent communication with the selected consultant and bidders are encouraged to budget sufficient time for this purpose. For this project, the selected bidder will need to coordinate with project partners, participate in meetings, and integrate outcomes into the desired work products. Note that this task should include, at minimum, time and travel for one (1) in-person kick-off meeting in Harwich with project partners.

### Task 2: Data Review

This task should include services needed to compile baseline information, including identifying and reviewing publicly available documents that will provide background on the site conditions, including current and historic aerial photos, topo maps, LiDAR, hydrologic data, fish species reports, bedrock and surficial geology, and utilities.

### Task 3: Field Data Collection

This task should include services needed to complete a site assessment, including:

- 1) Review of inlets and outlets, documenting flow control structures throughout the project site, and probing sand and peat;
- 2) Topographic survey to collect elevation data on the ditches, bog surface, earthen berms, flow control structures, Cape Cod Rail Trail Rail Trail, public roads, and other critical elements;
- 3) Field data collection that could include, but is not limited to, groundwater flow, surface water inputs, upstream/downstream hydrological connections, water chemistry data, wetland resource area types and delineation, topography, vegetation communities, and soil characteristics;
- 4) Field data collection necessary for a discussion on the potential for nitrogen attenuation at the project site.

Bidders should specify the nature of, and rationale for, proposed data collection activities.

#### Task 3.1: Geotechnical Investigation

Geotechnical investigations will possibly be required to inform the design of one (1) future vehicular crossing within the project site. HCT seeks a proposal and cost for this work at this time, with authorization to be determined based upon available funding. If necessary, this subtask may be postponed until the next phase of work (final design and permitting).

### Task 4: Hydrologic / Hydraulic Studies

This task should include services to model site hydrology and hydraulics as necessary to inform the restoration design. Bidder should specify questions that proposed modeling would seek to address, and the means for addressing them. Analysis should consider scenarios to restore the retired cranberry bogs to naturally functioning wetlands and re-establish historic stream channel connections between surrounding water bodies.

### Task 5: Technical Memorandum



This task includes the services necessary to produce a draft and final Technical Memorandum. Under this task, the consultant will:

- 1) Synthesize collected data and document the results of Tasks 2 through 4;
- 2) Complete an alternatives analysis to determine the best restoration/management strategy. Analysis should include anticipated wetland and other habitat types, including vernal pools (given a nearby population of wood frogs and other potential vernal pool dependent species), that could result from the eco-restoration design being implemented;
- 3) Summarize considerations for all-person accessible walking trails and trail connections to nearby open space parcels.
- 4) Summarize opportunities for nitrogen attenuation at the project site.
- 5) Complete a conceptual design plan;
- 6) Summarize restoration objectives, predicted outcomes, success metrics, permitting requirements, and estimated costs. This will help inform feasible restoration designs, identify site constraints and opportunities, and a determination of overall project breadth and scope.
- 7) Time should be allocated for at least one (1) Technical Memorandum review meeting (remote meetings possible).

Design alternatives will be discussed collaboratively with project partners and the selected bidder will be actively participating in these discussions.

#### *Task 6: Basis of Design Report*

This task includes the services necessary to produce draft- and final-preliminary design plans (50% design level) suitable for project permitting, a basis of design report, and an engineer's opinion of probable costs.

The design plan set should illustrate existing and proposed conditions in plan and cross section view, proposed grading and treatment, resource area impacts, planting plans and user access improvements. Time should be allocated for at least two (2) design related meetings (remote meetings possible).

## **B. SCHEDULE**

Provide a prospective schedule of project execution and completion. This schedule should indicate, *inter alia*, when provision of the scope of service will begin, when required meetings, site visits, and information sessions will be held, when deliverables will be submitted, and when individual tasks and subtasks will be completed.

## **C. PAYMENT and BUDGET**

Reimbursement will be on a time and materials basis not to exceed **\$150,000.00**, according to the budget in Table 1 below. Variance greater than 10% between tasks and subtasks will require pre-approval by HCT.

Invoice for services will be submitted monthly to HCT or at the completion of each Task or Subtask. **The date a complete invoice and associated deliverables are received will be**

**considered the invoice date<sup>1</sup>.** An accounting of expenses by task and subtask, including a breakdown of hours and costs of personnel, copies of receipts and applicable deliverables must be submitted with each invoice. Invoices should clearly state the start and end of the billing period. Purchases made under this contract should not include sales tax.

Final invoices for all tasks must be received by May 31, 2026.

**Work requested outside the scope of work defined above will not be completed without prior written approval from HCT, including definition of the scope, schedule, and budget for additional tasks as/if required.**

---

<sup>1</sup> A complete invoice includes all required documentation of expenses and receipt of associated deliverables.

**Herring River Watershed 50% Eco-Restoration Design Project  
Price Proposal – 2 Deacons Folly Road, Harwich (Sand Pond Bog)**

**I. CONTACT INFORMATION**

Firm Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Representative Phone: \_\_\_\_\_

Representative Email: \_\_\_\_\_

**II. PRICE INFORMATION**

Task 1: Project Management

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

Total Cost: \_\_\_\_\_

Task 1.1: Kick Off Meetings

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

*Task 1.2: Coordination of Communications*

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

*Task 2: Data Review*

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

Task 3: Field Data Collection

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

Total Cost: \_\_\_\_\_

Task 3.1: Geotechnical Investigation

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

Total Cost: \_\_\_\_\_

Task 4: Hydrologic / Hydraulic Studies

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

*Task 5: Technical Memorandum*

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

*Task 6: Basis of Design Report*

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_



**Herring River Watershed 50% Eco-Restoration Design Project  
Price Proposal – 379 Main Street, Harwich (formerly Thacher Bog)**

**I. CONTACT INFORMATION**

Firm Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Representative Phone: \_\_\_\_\_

Representative Email: \_\_\_\_\_

**II. PRICE INFORMATION**

Task 1: Project Management

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

Total Cost: \_\_\_\_\_

Task 1.1: Kick Off Meetings

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

*Task 1.2: Coordination of Communications*

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

*Task 2: Data Review*

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

Task 3: Field Data Collection

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

Total Cost: \_\_\_\_\_

Task 3.1: Geotechnical Investigation

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

Total Cost: \_\_\_\_\_

Task 4: Hydrologic / Hydraulic Studies

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

*Task 5: Technical Memorandum*

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

*Task 6: Basis of Design Report*

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

**Herring River Watershed 50% Eco-Restoration Design Project  
Price Proposal – 374 Main Street, Harwich**

**I. CONTACT INFORMATION**

Firm Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Representative Phone: \_\_\_\_\_

Representative Email: \_\_\_\_\_

**II. PRICE INFORMATION**

Task 1: Project Management

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

Total Cost: \_\_\_\_\_

Task 1.1: Kick Off Meetings

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<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

*Task 1.2: Coordination of Communications*

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

*Task 2: Data Review*

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_



Task 3: Field Data Collection

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

Total Cost: \_\_\_\_\_

Task 3.1: Geotechnical Investigation

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

Total Cost: \_\_\_\_\_

Task 4: Hydrologic / Hydraulic Studies

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

*Task 5: Technical Memorandum*

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

*Task 6: Basis of Design Report*

*Staff Expenses*

<b>Staff Name, Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Expense</b>

*Other Expenses*

<b>Travel</b>	
<b>Other Direct Expenses</b>	
<b>Indirect Expenses</b>	

*Total Cost:* \_\_\_\_\_

**CERTIFICATIONS REQUIRED BY LAW**

**You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.**

**STATE CERTIFICATIONS**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below-named 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.

Further, per Executive Order of 481, I shall not knowingly use undocumented workers in connection with the performance of all Town of Wellfleet contracts; that pursuant to federal requirements, I shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the I shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). I understand and agree that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting me to sanctions, including but not limited to withholding of payments, contract suspension or termination.

Pursuant to M.G.L. Ch. 268A, this statement is to certify that no municipal employee of the Town of Wellfleet, nor any spouse, parent, child, brother or sister of such municipal employee, has any financial interest in the bidder on this proposal.

---

**NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

---

**REGISTRATION WITH THE MASSACHUSETTS SECRETARY OF STATE**

If the undersigned is a Foreign Corporation (located outside of Massachusetts), I hereby certify that I comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39L and Chapter 156D as they relate to Foreign Corporations and am registered and in good standing with the Massachusetts Secretary of State.

**COMPLETE AND SIGN BELOW:**

\_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Signatory

\_\_\_\_\_  
Name of Contractor

**CERTIFICATE OF CORPORATE AUTHORITY**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_ it was VOTED that:  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such \_\_\_\_\_ under seal of the company, shall be valid and binding upon this corporation.  
(Officer)

A True Copy,

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

PLACE OF BUSINESS: \_\_\_\_\_

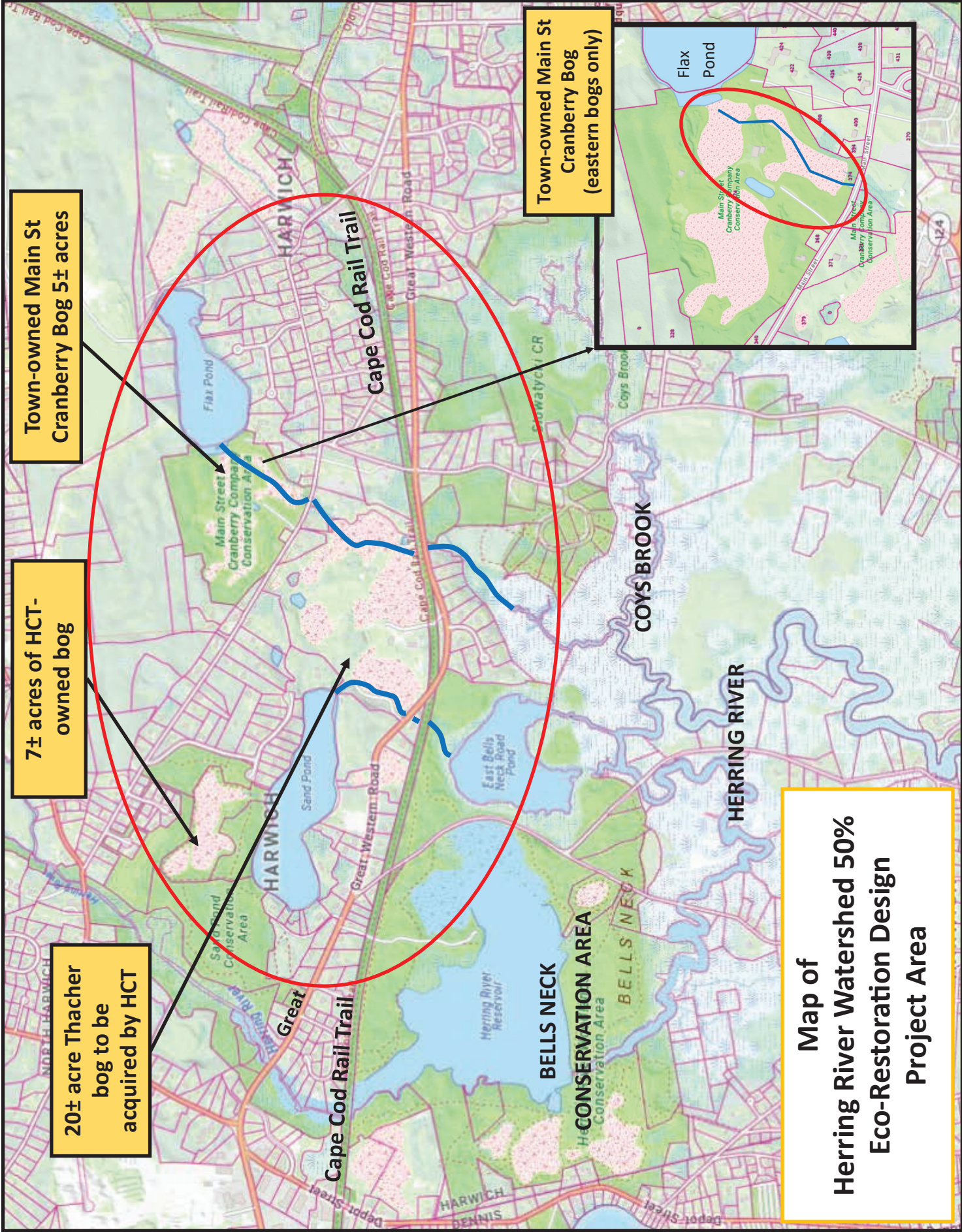
DATE OF THIS CERTIFICATE: \_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_  
that \_\_\_\_\_ is the duly elected \_\_\_\_\_ of said  
corporation, and that the above vote has not been amended or rescinded and remains in full force  
and effect as of the date of this contract.

\_\_\_\_\_  
(Clerk)

CORPORATE SEAL:





Town-owned Main St  
Cranberry Bog 5± acres

7± acres of HCT-  
owned bog

20± acre Thacher  
bog to be  
acquired by HCT

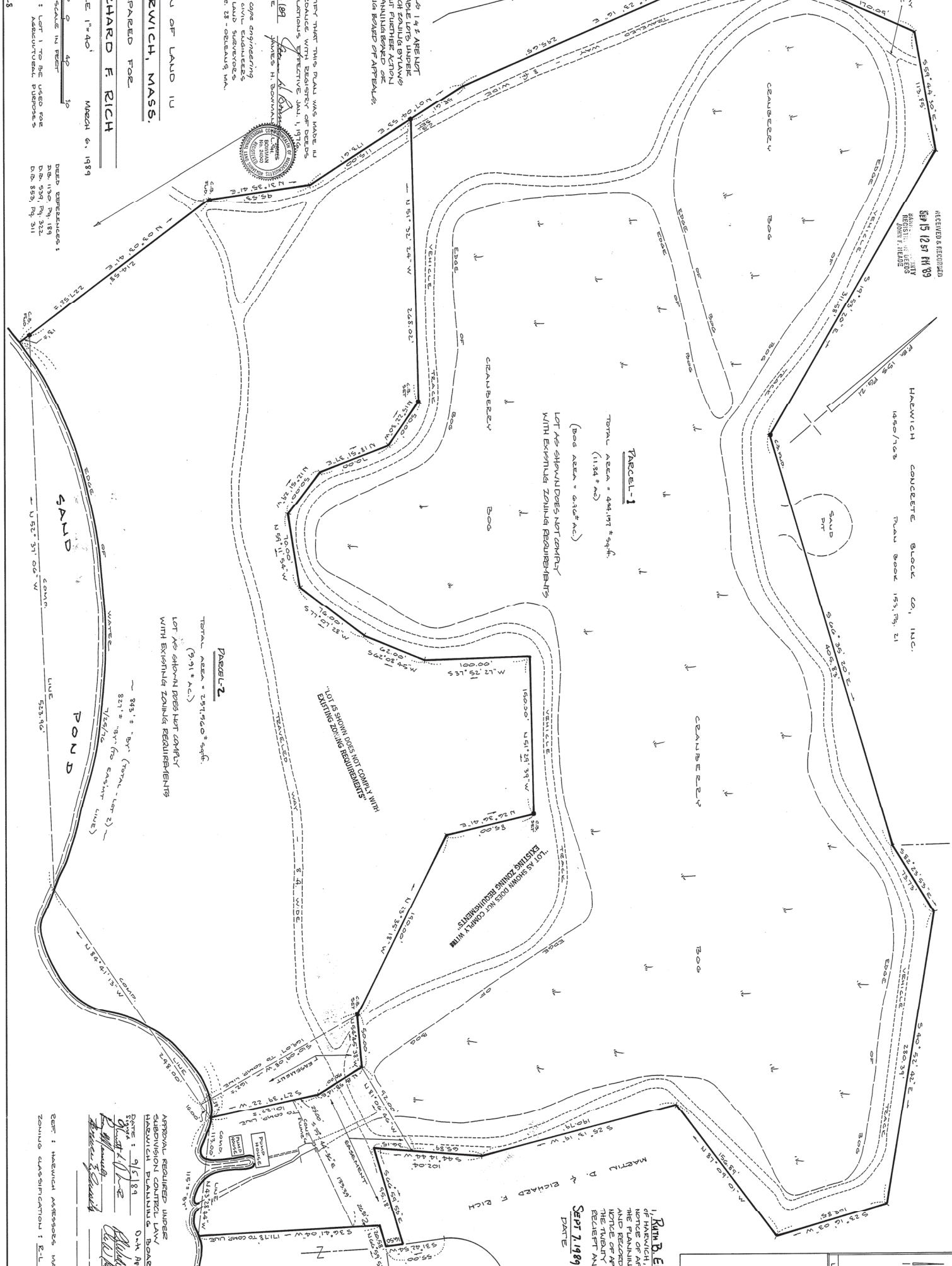
Town-owned Main St  
Cranberry Bog  
(eastern bogs only)

Map of  
Herring River Watershed 50%  
Eco-Restoration Design  
Project Area



RECEIVED & RECORDED  
 SEP 15 12 57 PM '89  
 REGISTRY OF DEEDS  
 JOHN F. HEARD

HARVICH CONCRETE BLOCK CO., INC.  
 1480/163  
 PLAN BOOK 153, PG. 21



CHARD F. RICH  
 MAZCH 6, 1989

BEAD COMPENSATION:  
 \$10,150 Pp. 189  
 \$10,500 Pp. 222  
 \$10,850 Pp. 311

APPROVAL REQUIRED: UNDER  
 HARVICH CONCRETE BLOCK CO., INC.  
 DATE: 9/15/89  
 BOARD: D-44 APPROVAL 9/15/89  
 OFFICIAL: [Signature]

1. RICHARD F. RICH, CLERK  
 OF HARVICH, HEREBY CERTIFY  
 NOTICE OF APPROVAL OF THIS  
 THE PLANNING BOARD HAS  
 NOTICE OF APPEAL WAS RECEIVED  
 THE TUESDAY DAYS NEXT AFTER  
 RECIPIENT AND RECORDING  
 DATE: SEPT 7, 1989  
 RICHARD F. RICH  
 TOWN CLERK

DEACONS  
 1974  
 1974

REASON FOR P  
 BOARD APPRO  
 ZONING BOAR  
 APPROVED BY  
 FEB 17, 1984  
 THE SUBJECT  
 THE PLANNING  
 BOARD HAS  
 NOTICE OF AP  
 THE TUESDAY  
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 TWO BUILDING

NOTE: SHOWS DOES NOT COMPLY WITH  
 EXISTING ZONING REQUIREMENTS

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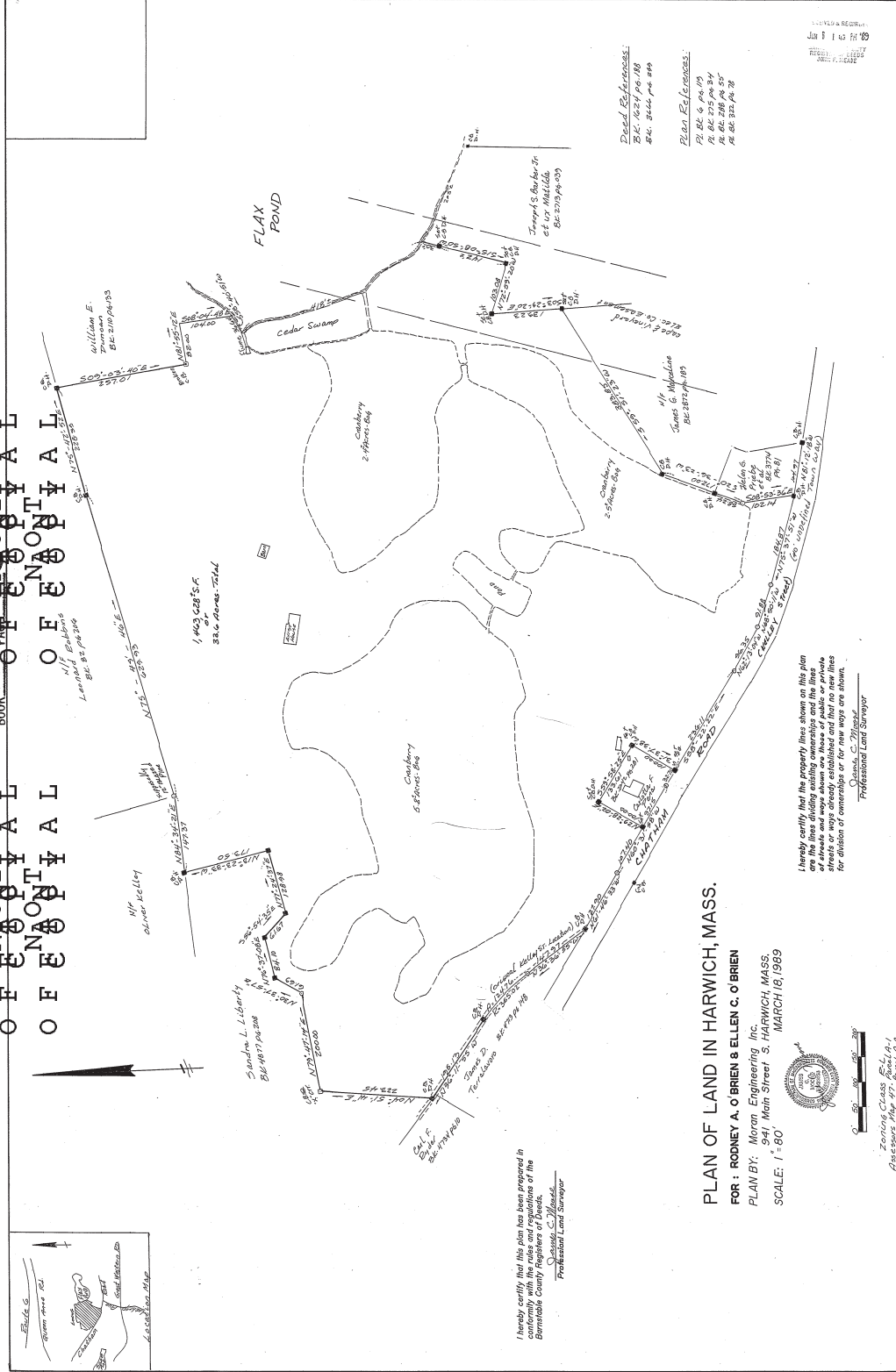
NOTE: SHOWS DOES NOT COMPLY WITH  
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 EXISTING ZONING REQUIREMENTS

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OF ENON TIAL BOOK 460 PAGE 50 OF ENON TIAL OF ENON TIAL OF ENON TIAL



**PLAN OF LAND IN HARWICH, MASS.**  
**FOR : RODNEY A. O'BRIEN & ELLEN C. O'BRIEN**  
 PLAN BY: Moran, Engineering Inc.  
 941 Main Street S. HARWICH, MASS.  
 SCALE: 1" = 60' MARCH 18, 1989



Zoning Class: R-1A-1  
 Adopted: July 27, 1971, Part A-5

I hereby certify that this plan was prepared in accordance with the requirements of the Burmah Oil Company (Harwich) Act, 1906, and the Registration of Deeds Act, 1924, and that I am a duly qualified Professional Land Surveyor.

I hereby certify that the property lines shown on this plan were established by the original owners of the land, and that the lines of the plan are true and correct, and that no new lines of streets or ways already established and that no new lines for division of ownership or for new ways are shown.

Professional Land Surveyor

Dead References:  
 B.L. 1824 p. 18  
 B.L. 1824 p. 189

Plan References:  
 B.L. 1824 p. 18  
 B.L. 1824 p. 189  
 B.L. 1824 p. 189

FILED  
 JUN 18 1989  
 HARWICH, MASS.

460-05

708-77

RECEIVED AND RECORDED  
20 DEC 20 AM 11:31  
BARNSTABLE COUNTY  
REGISTER

OWNER OF RECORD:  
BRYAN J. THORNER AND  
HARWICH, MA 02845  
REFERENCES: MAP 2847 PAGE 109  
PLAN BOOK 479 PAGE 2,  
PLAN BOOK 674 PAGE 85  
ASSESSORS MAP 38 PARCEL 03-2  
OVERALL AREA (CHANGING STATUS PARCEL): 2,207,789 S.F. (52.068 AC.)  
POND AREA: 241,628 S.F. (5.528 AC.)

FOR REGISTRY USE ONLY

HARWICH PLANNING BOARD  
PLANNING BOARD APPROVAL UNDER  
SUBDIVISION ORDINANCE MAP 38 PCL 03-2

DATE: 12/17/24

*[Signatures]*  
V.P. [Signature]  
Treasurer [Signature]  
Clerk [Signature]

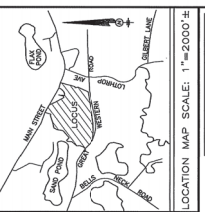
NO SETBACKS AS TO COMPARE WITH THE  
ZONING ORDINANCE REQUIREMENTS HAS BEEN  
MADE OR INTENDED BY THE ABOVE ENDORSEMENT.

Emily Mitchell, Harwich Town Clerk, 12/18/2024

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED  
IN ACCORDANCE WITH THE RULES AND REGULATIONS  
977A AND AMENDED JANUARY 7, 1988.  
DATE: [Signature]  
DATE: [Signature]



FILE-24-242-DNR-ENG



ZONING DISTRICT: RL	REQUIRED
MIN. LOT AREA	40,000 S.F.
MIN. FRONT SETBACK	25'
MIN. SIDE SETBACK	20'
MIN. REAR SETBACK	20'
MIN. BUILDING COVERAGE	15%

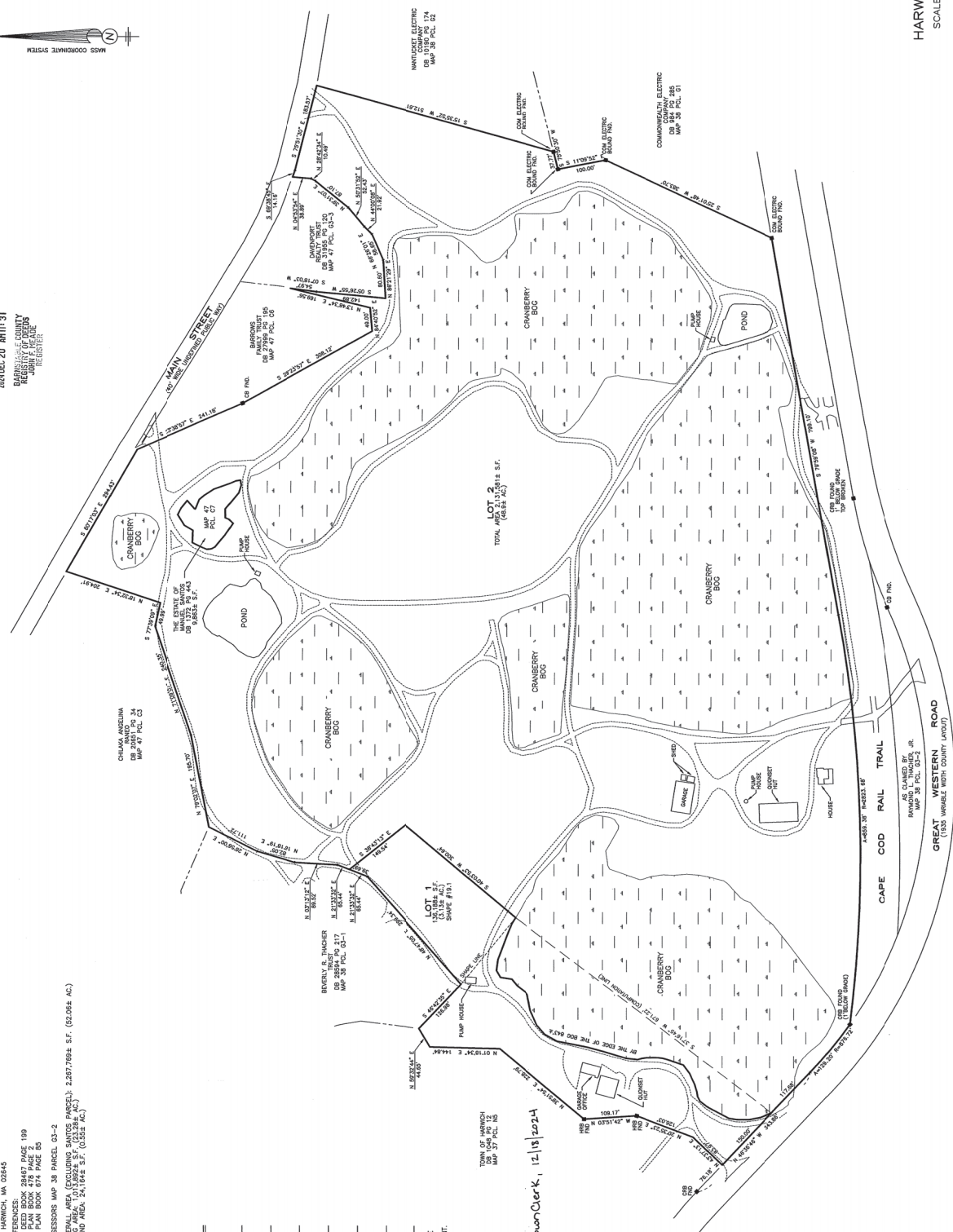
LOCATION MAP SCALE: 1"=2000'±

PLAN OF LAND IN  
HARWICH, MA  
PREPARED FOR:  
HARWICH CONSERVATION TRUST

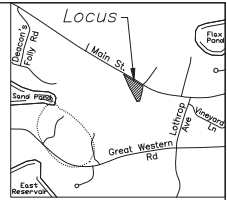
SCALE: 1" = 100' SEPTEMBER 16, 2024

GRAPHIC SCALE IN FEET  
100' 50' 0' 100' 200'

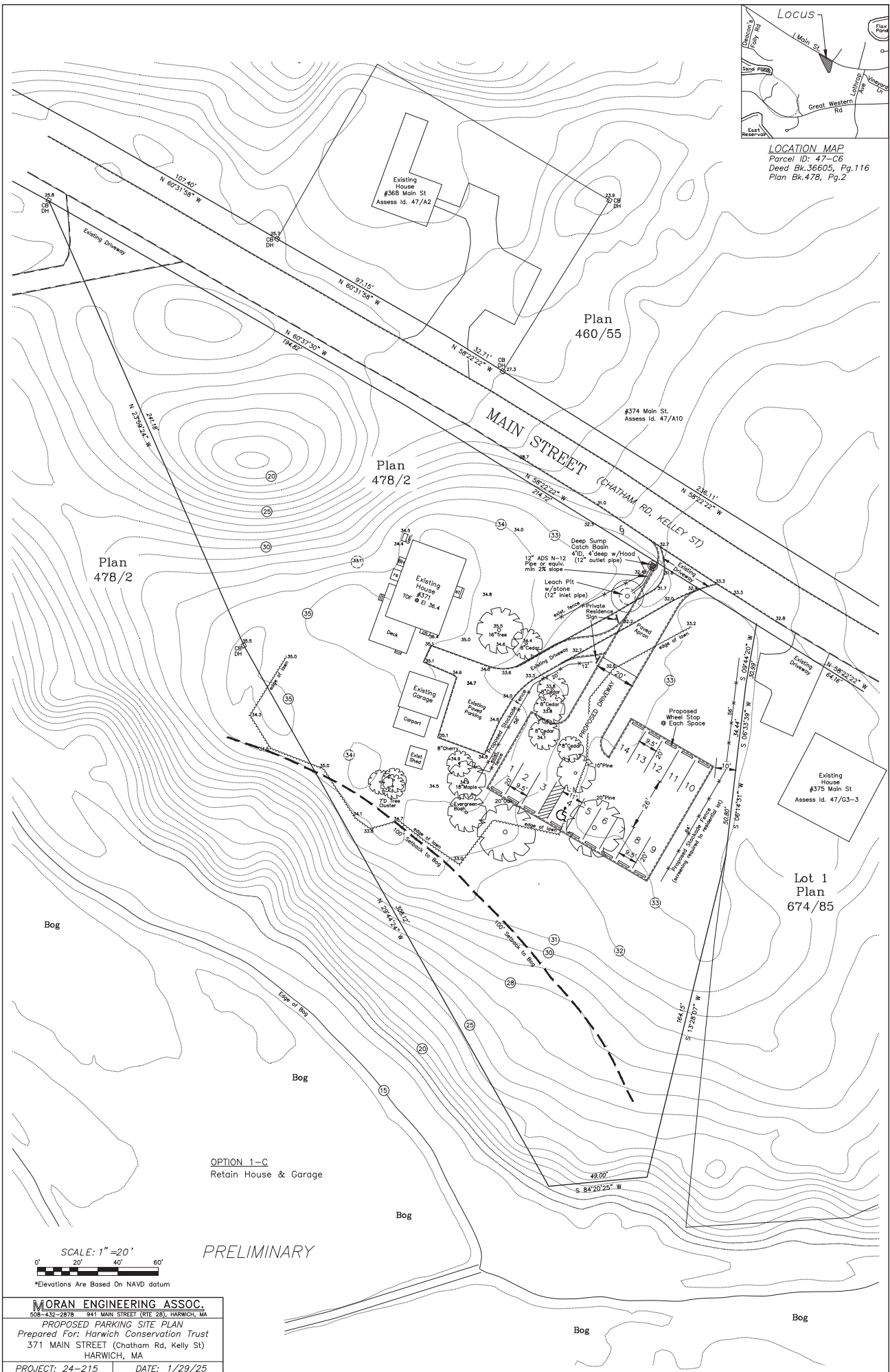
DEMAREST LAND SURVEYING  
333 BARNSTABLE ROAD  
SOUTH DUNSTON, MA 02886  
508-384-9049





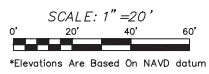


LOCATION MAP  
Parcel ID: 47-C6  
Deed Bk.36605, Pg.116  
Plan Bk.478, Pg.2



OPTION 1-C  
Retain House & Garage

PRELIMINARY



<b>MORAN ENGINEERING ASSOC.</b>	
508-432-2878 941 MAIN STREET (RTE. 2B), HARWICH, MA	
PROPOSED PARKING SITE PLAN	
Prepared For: Harwich Conservation Trust	
371 MAIN STREET (Chatham Rd, Kelly St)	
HARWICH, MA	
PROJECT: 24-215	DATE: 1/29/25

OWNER-ENGINEER AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and \_\_\_\_\_, between \_\_\_\_\_, with a usual place of business at \_\_\_\_\_, hereinafter called the ENGINEER, and the \_\_\_\_\_, acting by its \_\_\_\_\_, with a usual place of business at \_\_\_\_\_, hereinafter called the OWNER.

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

1. Scope of Work

The Engineer shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the Herring River Watershed 50% Eco-Restoration Design Project(the Project), in accordance with the Scope of Services outlined in the request for Proposals.

2. Contract Price

The Owner shall pay the Engineer for the performance of this Agreement, subject to any additions and deductions provided for herein, in current funds, the not to exceed sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

3. Commencement and Completion of Work

- A. It is agreed that time is of the essence of this Agreement. The Engineer shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before \_\_\_\_\_, 20\_\_.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Agreement wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: 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 within the stipulated number of calendar days.

4. Performance of the Work

A. Direction 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. The Engineer shall be solely responsible for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

- (1) The Engineer shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Engineer. Consistent with the standard of care referenced in paragraph A. above, the Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other 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 Owner shall not be necessary.
- (2) The Engineer shall not employ additional consultants not named in his proposal to the Owner, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the Owner. Such written consent shall not in any way relieve the Engineer from his responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other 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, including those of the Massachusetts Highway Department and the Department of Environmental Protection.
- (5) The Engineer shall not be relieved from his obligations to perform the Work in accordance with the requirements of this Agreement either by

the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Engineer.

- (6) Neither the Owner'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.

C. 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 Owner 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.

D. Notices, Compliance With Laws:

- (1) The Engineer shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The Engineer shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid.
- (2) If the Engineer observes that any of the Owner's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) 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; Engineer's Investigation

Upon request of the Engineer, the Owner shall furnish to the Engineer available surveys, data and documents, if any, 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 sources at present available to the Owner. 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 Owner 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 Owner'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 Owner's prior written consent. Such work shall be compensated as agreed upon by Owner and Engineer.

6. Payments to the Engineer

- A. The Owner shall make payment to the Engineer, monthly, upon approval of the Engineer's requisitions therefor. All requisitions shall be in the same proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.
- B. If there is a material change in the scope of work, the Owner and the Engineer shall mutually agree to an adjustment in the Contract Price.
- C. If the Owner 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 Owner: (a) at 1.1 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 Owner; (b) at 1.1 times the actual cost of additional or specially authorized expense items, as approved by the Owner.

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 Owner 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 acts or omissions of the Engineer or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The Engineer shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the Engineer or his employees, agents, subcontractors or representatives.
- C. No Limitation of Rights: The indemnification obligation of Engineer under this paragraph 10 is in addition to, and not in limitation of, any other rights and remedies available to the Owner under this Agreement, at law or in equity.

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 Owner. 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 Owner 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 Owner.



- 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. Certificates 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 Owner at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. The Owner 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 Owner 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. Royalties and Patents: The Engineer shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Engineer shall not be responsible to the extent of any loss resulting directly from a particular design, process or the product of a particular manufacturer or manufacturers where the same have been specified solely by the Owner, except that if the Engineer believes or has reason to believe that the design, process or product so specified is or may be an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner in writing, and thereafter the Owner insists in writing on the use of the design, process or product specified.

- B. Assignment: The Engineer shall not assign or transfer any of its rights, duties or obligations under this Agreement without the advance written approval of the Owner, in its sole and absolute discretion.
  
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
  
- D. Certification of Tax Compliance: By its execution of this Agreement, the Engineer certifies, pursuant to General Laws Chapter 62C, Section 49A and under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

ENGINEER:

OWNER:

By its:

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_