

CONTRACT FOR BUILDING CONSTRUCTION
SHCB, REAR ASPHALT SHINGLES AND EPDM ROOF
REPAIRS,

RPD/DEVLIN CONSTRUCTION

Contract #: 14-FAC-47

September 2014



Town of Scituate, Massachusetts
600 Chief Justice Cushing Highway
Scituate, MA 02066
www.scituatema.gov

022.122.2228.5700.0429.0000

TOWN OF SCITUATE, MASSACHUSETTS
Contract Documents for the Procurement of Goods and Services

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AGREEMENT

The following provisions shall constitute an Agreement between the Town of Scituate, acting by and through its Town Administrator and/or Board of Selectmen, hereinafter referred to as "Town", and RBD /Devlin Construction inc. with an address of 494 Hatherly Road Scituate, Ma 02066 hereinafter referred to as "Contractor", effective as of the 16th day of September, 2014. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work in accordance with the specifications contained in Attachment A - Scope of work: Remove rear asphalt shingle section, remove obsolete HVAC equipment, re-nail loose decking, install new ice and water shield under new asphalt roof and appropriately seem with existing flat rubber roof. Replace 18" of EPDM at asphalt and flat roof including new transitions. Repair suspected leak areas of existing EPDM.

ARTICLE 2: TIME OF PERFORMANCE:

The contractor shall complete all work and services required as directed before Oct 1, 2014

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract sum of \$9,745.00 in accordance with the provisions of the specifications, or as set forth in an attachment hereto in Attachment A,

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 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.
4. The contract may be terminated for convenience by the Town.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Scituate, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Scituate for damage to its property caused by the contractor, its employees, agents, subcontractors or materials. 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 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.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L.v.62C, S49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

043498732
Social Security Number or
Federal Identification Number

Paul Devlin
Signature of Individual or
Corporate Name *RBO CONSTRUCTION INC*

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 *Paul Devlin*
PAUL DEVLIN / OWNER-PRES
Printed Name and Title

TOWN of SCITUATE

Awarding Authority Authorization:
Patricia A. Vinchesi
by its Town Administrator, Patricia A. Vinchesi
Acting

TOWN OF SCITUATE

Department Authorization:
020-122-2228-5700.0402 0000
Department Acct # for Appropriation
Kevin D. Kelly
by its Department Head

Procurement Compliance:
Patricia A. Vinchesi
by its Procurement Manager

Certification as to Availability of Funds:
[Signature]
by its Finance Director/Town Accountant

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Paul Devlin
Signature of Individual or
Corporate Name RBO CONSTRUCTION INC

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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 Paul Devlin

PAUL DEVLIN / OWNER-PROPS
Printed Name and Title

TOWN of SCITUATE

Awarding Authority Authorization:

Patricia A. Vinchesi
by its Town Administrator, Patricia A. Vinchesi
Acting

TOWN OF SCITUATE

Department Authorization:

020-122-2028-5700-0462 0000
Department Acct # for Appropriation

Kevin M. Kelly
by its Department Head

Procurement Compliance:

Patricia A. Vinchesi
by its Procurement Manager

Certification as to Availability of Funds:

[Signature]
by its Finance Director/Town Accountant

CERTIFICATE OF VOTE
(Corporations only should complete this form)

At a duly authorized meeting of the Board of Directors of the

RBO CONSTRUCTION INC held on 9.8.14 it was VOTED that
(Name of Corporation) (Date)

PAUL DEVLIN (Name) PAUL DEVLIN (Officer)

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

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

Date

(Clerk)

Corporate
Seal

(PROVIDE AN INSURANCE CERTIFICATE NAMING THE TOWN AS INSURED UNDER THE POLICY)

This is to certify that the RBO CONSTRUCTION INC (Company) has issued the policies listed below, that these policies are written in accordance with the Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to OWNER upon request, that they provide coverage and limits of liability shown with respect to the insurance indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of OWNER in connection with the award and performance of a contract or agreement between the Town of SCITUATE (OWNER) and

1. Name of Insured RBOONSTRUCTION INC
 2. Address of Insured 494 HATHERLY ROAD, SCITUATE MA 02046
 3. Location and Description of Work _____
- Project Contract No. _____

Coverage and Limits of Liability
(at least as shown below)

Bodily Injury Liability	Property Damage Liability
----------------------------	------------------------------

Policy Number	Effective Date	Expiration Date	Each Occurrence	Each Aggregate
---------------	----------------	-----------------	-----------------	----------------

A. Owners Protective Liability has been issued at the expense of Above Insured to _____ (Owner)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
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B. Comprehensive General Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
------------------------------------	-------------	-------------	-------------	-------------

Including: 1. Operations/Premises 2. XCU 3. Products/Completed Operations
4. Contractual as Below 5. Independent Contractors
6. Broad Form Property Damage 7. Personal Injury

C. Auto Liability	Each	Each	Each
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Including: 1. All Owned Person Accident
2. Hired \$1,000,000 \$1,000,000 \$1,000,000
3. Non-owned _____

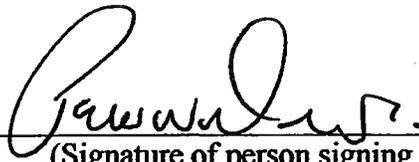
D. Workmen's Compensation	Compensation Statutory State(s) Coverage B Limit \$1,000,000 if Applicable
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E. Umbrella Liability	\$2,000,000 Aggregate
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F. Builder's Risk Insurance - "All Risk" Completed Value Form	\$ _____ As Specified in Contract or Agreement
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CERTIFICATE OF NON-COLLUSION

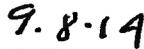
The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

A handwritten signature in black ink, appearing to read "RBD Construction Inc.", written over a horizontal line.

(Signature of person signing bid or proposal)

The handwritten name "RBD CONSTRUCTION INC" in black ink, written over a horizontal line.

(Name of Business)

The handwritten date "9.8.14" in black ink, written over a horizontal line.

(Date)

ACKNOWLEDGMENT OF RECEIPT OF CONFLICT OF INTEREST LAW

Introduction to the Conflict of Interest Law for the Private Sector

The conflict of interest law, G. L. c. 268A , is one of several laws that govern your dealings with public officials and employees. Below are some of the general rules that you must follow. You could face civil and criminal penalties if you take a prohibited action. Many aspects of the law are complicated and there are often exemptions to the general rules. We encourage you to seek legal advice from the Commission regarding how the law would apply to you in a particular situation.

- **Bribery:** You may not offer or give anything to a public official in exchange for that official agreeing to perform or not perform an official act. This prohibition applies to *all* offers and gifts, regardless of their value. You also may not give, offer or promise anything to a public employee (or prospective public employee) with the intent to influence an official act, or to persuade the employee to commit, collude in or allow a fraud. (G. L. c. 268A , § 2)
- **Registered Executive and Legislative Agents:** If your job involves interaction with the state Legislature, the Executive Branch, or independent authorities, you should contact the Secretary of State's Office regarding whether you are required to register as an Executive or Legislative Agent. Registered Agents may not give *anything* to a public official or policy-making public employee, or to an immediate family member of a public official or policy-making public employee. This prohibition applies to meals, drinks, entertainment, and all other types of offers or gifts, regardless of their value. (G.L. c. 3, § 43)
- **Gifts and Gratuities:** Even if you are *not* a Registered Agent, you may not give a public official or *any* public employee anything "of substantial value" for or because of the official's duties. (G. L. c. 268A , § 3(a).)
 - Gifts that are worth \$50 or more are considered to be of "substantial value" and are therefore prohibited.
 - This restriction applies to meals, drinks, entertainment, discounts, free educational conferences, waived event admission costs, travel reimbursements, gifts of appreciation, retirement presents, and all other forms of gratuities that are given to public officials. Honoraria for speeches may be given to state legislators, but *not* to appointed officials or employees.

- If more than one gift is given to a public employee, the value of all gratuities may be aggregated to reach the "substantial value" threshold. The value of gifts given to immediate family members of a public employee may, in certain circumstances, be attributed to the public employee.
- "Standing offers" (*e.g.*, "call me anytime you want to go to a game") are almost always considered to be of "substantial value", even if the cost of a single event is less than \$50, because the public employee could accept the offer more than once.
- You *may* generally pay for travel and limited other expenses incurred by a public employee in connection with a "legitimate speaking engagement". Contact the Commission for more information about this exemption.
- You *may* pay for travel, meals and other costs for state Executive Branch employees who utilize the "Travel and Participation in Training Sessions Where Private Entities Provide Financing" process described in 801 CMR 7.00. Note that this process requires advance approval by the state employee's Agency Head and Cabinet Secretary.
- **Hiring Public Employees:** Except in rare instances, you may *not* pay or otherwise compensate a public employee in connection with any matter that is "of direct and substantial interest" to their public employer. (G. L. c. 268A , §§ 4(b), 11(b) and 17(b).)

Types of matters that are considered "of direct and substantial interest" to the Commonwealth (or, in the case of a county or municipal employee, the relevant public employer) include: any matter pending before, under the official jurisdiction of, or involving action by an agency, board, commission or department of the public employer; any effort to change regulations, policies or procedures; and any contract, court case, or other legal matter to which the public employer is a party.

- You *may* pay "special" state, county and municipal employees in connection with matters of interest to their public employers, if they have not personally participated in the matters, the matters are not under their official jurisdiction and not pending in their agency if they serve on more than 60 days a year. Also, special exemptions apply to state legislators; contact the Commission for more information.

TOWN OF SCITUATE, MASSACHUSETTS
FACILITIES DEPARTMENT
BID TABULATION

SHCB Roof Repair
September 3, 2014
3:00p Highway Barn

<u>Contractor</u>	<u>Bid Bond Attached</u>	<u>Addenda Acknowledged</u>	<u>Lump Sum Price</u>
• KLASSIC CONSTRUCTION 27 JENKINS PLACE SCITUATE, MA			\$ 12,200
• ATLANTIC ROOFING PO BOX 726 SCITUATE, MA			DID NOT SUBMIT A QUOTE
• RPO DEULIN CONST. 494 HATHERLY RD. SCITUATE, MA 02066			\$ 9,745.00

TOWN OF SCITUATE PROCUREMENT DATA FORM

Use this form for the purchase of supplies and services from \$5,000 to \$24,999. The original of this form, the contract between Town & Vendor and any supporting pages must first be filed with the Chief Procurement Officer (C.P.O.) Orders cannot be placed without C.P.O. approval. The minimum requirement of Chapter 30B is requesting three quotes, telephone or written. The Town Accountant will not process a payment unless this completed approved form is received by the Accounting Department.

Name KEVIN M. KELLY Today's Date 9-16-14
 (Person completing this form)

VENDOR AWARDED	DATE AWARDED	DOLLAR AMOUNT AWARDED
RPD/Devlin Constr.	9-16-14	\$ 9,745 ⁰⁰

SPECIFICATIONS- Description of goods or services to be purchased (Attach additional pages wherever necessary)
SEE CONTRACT (ATTACHED) # 14-FAC-47

BIDDERS- Include name of contact, phone number, city and state	Responsive? Yes NO	Final quoted bid price
1) _____	_____	_____
	Explain if NO _____ (Explain on back of form or attach additional pages wherever necessary)	
2) _____	_____	_____
	Explain if NO _____	
3) _____	_____	_____
	Explain if NO _____	
4) _____	_____	_____
	Explain if NO _____	

EXEMPTION FROM 30B- Explain -- If applicable, you must include the state bid contract number, collaborative bid organization or name of agency, contact person, phone number.

(Sole source, school textbooks, library books, intergovernmental contracts, emergencies that would endanger health and safety of people or property, special education supplies or services delivered directly to students, job related training, insurance, lawyers, designers, public accountants, deputy tax collector services, health care services, snowplowing, towing services, bank services, real estate, solid waste collection/disposal, required advertisements, purchases with gift or trust money.)

APPROVAL- I certify that I am not aware of any violations of Chapter 268A (ethics issues) regarding this procurement. I am not aware of any potential conflict of interest that I have not already disclosed to the C.P.O.

Kevin M. Kelly
 Signature- Officer completing this form

 Signature- Chief Procurement Officer

Town Accountant cannot pay invoices without a written contract unless there is a state or collaborative bid contract.

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
RBO CONSTRUCTION INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
194 HATHERLY ROAD

City, state, and ZIP code
SCITUATE MA 02066

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
 [] [] [] - [] [] [] - [] [] [] []

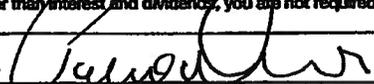
Employer identification number
04 - 3498732

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **09.08.14**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/ef9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Notes. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Free Estimates



Quality & Service
First

Joseph Andrade

ATTN Kevin Kelly Proposal

PROPOSAL SUBMITTED TO Town of Scituate	PHONE	DATE Aug 14 th 2014
STREET 606 Chief Justice Cushing Highway	JOB NAME Director of facilities	
CITY, STATE, AND ZIP CODE Scituate Mass 02066	JOB LOCATION Pier 44	

We hereby, submit specifications and estimates for:

- A. Will cover all bushes and plants to be protected from falling shingles when stripping roof.
- B. Will strip entire roof down to bare wood.
- C. Will pull all nails and re-nail all loose boards.
- D. Will apply snow and ice shield along all eaves, valleys, chimney, and pipe flanges.
- E. Will cover entire roof with new 15# or 30# paper.
- F. Will replace all old drip edge with new 8" Aluminum drip edge.
- G. Will replace all old pipe flanges with new ones.
- H. All grounds and gutters to be cleaned before leaving the job.
- I. All nails to be pick up with magnetic roller.
- J. Before beginning any additional work at additional cost, such as rotted wood, chimney flashing, or step flashing, I WILL SPEAK TO THE HOME OWNER (K) Install 30 year Arctect (L) Replace Rubber at Roof transition (m) Repair field rubber were needed.

We herby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

Twelve Thousand Two hundred dollars (\$ 12,200) with payment to be made as follows:
 Half upon starting \$ 6,100.00 The rest upon completion of Job
 \$ 6,100.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

NOTE: This proposal may be withdrawn by us if not accepted within Thirty days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Signature _____

Date _____

Signature _____

RBD/Devlin Construction, Inc.

Roofing, Carpentry, Siding & Gutters

Paul W. Devlin, Jr.

494 Hatherly Road, Scituate, MA 02066

(781) 545-2121 Fax(781) 545-5341

rbdconstruction@mac.com

May 4, 2014

Town of Scituate
Director of facilities
606 Cheif Justice Cushing Highway.
Scituate, Ma. 02066
Attn: Kevin Kelly

Pier 44

We appreciate the opportunity to quote you on your new shingle roof replacement to include all materials, and labor and equipment.

- Properly protect house and grounds during construction.
- Remove all layers of shingles from specific areas of roof.
- All non working HVAC and electrical will be established and disconnected by others.
- Remove all debris from premises and dispose of legally.
- Renail loose decking to insure sound nailing.
- Magnetically rake area.
- Counter flash where needed
- Replace all soil pipe flanges at all required locations.
- Ventilate Ridge all ridges

Begin new roof with:

- Ice and water shield (All roof areas.)
- Certainteed Land mark 30yr.
- Replace 18" of EPDM roof at transition.
- Repair field EPDM

Quoted price: \$9,745.00

* In the event of roof deck replacement there will be an additional charge of \$3.00 a square foot for plywood, \$3.75 a square for boards, \$9.00 square foot for fascia or rake replacement

Provide all permits and insurance certificates to perform work legally.
Accepted Payment options are: Checks and Major Credit Cards (limit on credit card \$5,000.00).

Upon completion of the job, our workmanship shall be guaranteed for a period of Ten (10) years.

Thank you for allowing us to bid on your work. If you have any questions, please don't hesitate to call.

WE DO NOT SUBCONTRACT OUR ROOFS !!

Sincerely,

Paul Devlin