



INDEPENDENT CONTRACTOR AGREEMENT

Contract # 14-HE-32

This agreement is entered into by the Town of Scituate (the Town) and SM Lynch Corp., Inc. of Weymouth, MA, an independent contractor (the Contractor) on this 16th day of May, 2014.

The Town agrees that it will pay to the Contractor at the unit prices submitted in the heavy highway equipment bid as follows:

Loader 907	\$130 per hour
Loader 930	\$145 per hour
Loader 950	\$155 per hour
Excavator 330	\$185 per hour

All requirement of bid package 14-HW-17 shall be considered the minimum requirements for this contract with respect to equipment, operators and wage rates.

Payment to be made as follows: payments to be made monthly upon contractor's submission of an invoice listing the services performed.

This contract will supersede all other contracts with regards to this work and become binding.

All work is to be performed in a good and workman-like manner. All material to be of first quality and fit for the ordinary purpose for which it was intended.

It is understood that this Agreement constitutes the entire understanding between the parties and no department head, supervisor, or agent of the Town has any authority to modify, alter or amend this Agreement. This Agreement may only be modified by a written agreement signed by the Contractor and the Town Administrator or Board of Selectmen.

The Agreement may be terminated by either party by written notice to the other party; provided, however, if this Agreement requires the Contractor to complete a specified contract at an agreed upon price, Contractor may not terminate without the Town's consent. Upon such termination, the Town shall be without obligation to make further payment pursuant to this Agreement except for such period as the Contractor shall have performed satisfactory work. In the event of breach of this Agreement by the Contractor.

the Town shall be entitled to recover all damages, including consequential damages, plus reasonable attorney's fees and expenses.

Independent Contractor Agreement

The parties agree that the Contractor is an independent contractor. The Contractor shall bear all financial responsibility to his agents and/or employees, maintain all records required by Federal, Massachusetts and local laws and regulations, assume full responsibility for payment of all adequate unemployment insurance, workers' compensation insurance, Federal, Massachusetts and local taxes and social security contributions. Contractor shall furnish evidence of public liability insurance and motor vehicle insurance, if appropriate, in amounts and with insurance carriers acceptable to the Town.

Contractor shall indemnify and hold the Town harmless against claims by anyone for any breach of the terms of this Agreement or any injury, or damage caused in whole or in part by Contractor or any of its agents, servants or employees.

Town of Scituate



Board of Selectmen or
Town Administrator

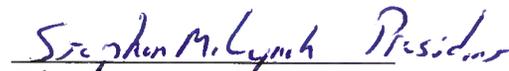
Approved as to procurement:



Chief Procurement Officer

Approved by SM Lynch:


Signature



Printed Name and Title



TOWN OF SCITUATE

MASSACHUSETTS 02066

600 CHIEF JUSTICE CUSHING HIGHWAY

ENGINEERING DIVISION

INVITATION TO BID

Sealed bids are invited and will be received by the Town of Scituate, Engineering Division, 600 Chief Justice Cushing Highway, Town Administrator's Office, Scituate, MA 02066, on Thursday, May 15, 2014 at 9:00 A.M. at which time and place they will be publicly opened and read for the following:

Heavy Equipment BID #14-HW-17

Contacting Kevin Cafferty, Engineering Division, 781.545.8732, if not available contact Sean McCarthy, 781.545.8732, to obtain information regarding this bid.

The Town Administrator reserves the right to reject any or all bids, in part or in whole, as may be determined to be in the best interest of the Town of Scituate. Prices quoted to be in effect from the date of award, until July 1, 2015.

Bids may not be withdrawn and will remain firm for thirty (30) days of bid opening, Saturday, Sunday and Holidays excluded.

ALL PROPOSALS FOR THIS PROJECT ARE SUBJECT TO THE PROVISIONS OF MASSACHUSETTS GENERAL LAW C.30, S.39M AS MOST RECENTLY AMENDED. ALL PROPOSALS MUST INCLUDE A BID BOND FOR \$1,000 PAYABLE TO THE TOWN OF SCITUATE.

The Town of Scituate is an equal opportunity employer and supports Women and Minority owned Business Enterprises.

Kevin Cafferty
Town of Scituate



TOWN OF SCITUATE

MASSACHUSETTS 02066

Equipment

The Town is looking for the following equipment which will be in good working order with a competent operator. All fuel, oil and mobilization costs will be considered as part of the unit hourly costs. The Town will guarantee a minimum of 4 hours per call out. A contractor may bid on all or one of the items below. Each item will be awarded to the lowest qualified bidder.

Bulldozer

- 1. Cat D4 or approved equal
- 2. Cat D6 or approved equal
- 3. Cat D8 or approved equal

\$ 210 -
\$ 240 -
\$ 250 -

Loader

- 1. Cat 907 (min wt. 12,000 lbs) or approved equal
- 2. Cat 930 (min wt. 28,000 lbs) or approved equal
- 3. Cat 950 (min wt. 42,000 lbs) or approved equal
- 4. Cat 966 (min wt. 53,000 lbs) or approved equal
- 5. Cat 980 (Min wt. 65,000 lbs) or approved equal

\$ 130 -
\$ 145 -
\$ 155 -
\$ 175 -
\$ 195 -

Track Excavator

- 1. Cat 303 (min wt 7,000 lbs) or approved equal
- 2. Cat 314 (min wt. 32,000 lbs) or approved equal
- 3. Cat 324 (min wt 64,000 lbs) or approved equal
- 4. Cat 330 (min wt. 80,000 lbs) or approved equal

\$ 135 -
\$ 140 -
\$ 155 -
\$ 185 -

Grader

- 1. Small Grader (min wt. 7,000 lbs) or approved equal
- 2. Large Grader (min wt. 36,000 lbs) or approved equal

Rubber Tired Backhoe

Cat 416 (min wt. 20,000 and dig depth 14 ft) or approved equal

\$120-

Trucks

- 1. 6 Wheel Heavy Duty Dump Truck
- 2. 10 Wheeler HD Dump Truck with heated body
- 3. Cat 725 Articulated Truck or approved equal

\$100-

\$185-

Small Repair Crew (Crew should be equipped to work on either water, drain, castings or sewer depending on the Towns need)

Labor

- 1 laborer
- 1 operator
- 1 truck driver/laborer

Equipment

- 1 Ton Dump Truck
- Cat 416 backhoe or approved equal
- All tools, steel plates and trench box

Small Repair Crew unit price (per hour with a 4 hr min)

\$3200-

Large Repair Crew (Crew should be equipped to work on either water, drain or sewer depending on the Town's need)

Labor

- 3 Laborers
- 1 Operator
- 1 Truck Driver
- All tools, steel plates and trench box

Equipment

- Track Excavator cat 316 or approved equal
- 10 Wheeler Dump Truck
- All tools, steel plates and trench box

Large Repair Crew unit price (per hour with a 4 hr min)

\$4700-



The Bid shall be used by the Town to purchase services during the duration of the contract (1 year). This contract can be extended for 1 year if it is mutually agreed upon by the Town and Contractor with no change to the unit prices for a maximum of 2 years.

Contracts shall be awarded to the lowest qualified bidder for each unit item. A contractor will be allowed to bid on any amount of unit items.

The services should be available when requested from the Town within one week of the execution of the contract. **This contract shall be valid from July 1, 2014 to July 1, 2015.**

Envelopes containing the bid should be clearly marked on the outside, **Heavy Equipment**, with the hour and date of opening.

The right is reserved to reject any and all bids or parts of bids and to make an award in part or in whole or by item as may be determined to be in the best interest of the Town of Scituate.

Bids may not be withdrawn and will remain firm for thirty (30) days of bid opening, Saturday Sunday and Holiday excluded.

ALL PROPOSALS FOR THIS PROJECT ARE SUBJECT TO THE PROVISIONS OF MASSACHUSETTS GENERAL LAW C.30, S.39M AS MOST RECENTLY AMENDED. ALL PROPOSALS MUST INCLUDE A BID BOND FOR \$1000.00 PAYABLE TO THE TOWN OF SCITUATE. The bond will be returned after the execution of the contract.

The Town of Scituate is an equal opportunity employer and complies with Executive Order 237 encouraging Minority Business Enterprise and Women Business Enterprise participation.

Bidder

Town Administrator

DPW Director



TOWN OF SCITUATE

MASSACHUSETTS 02066

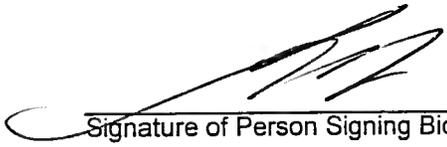
600 CHIEF JUSTICE CUSHING HIGHWAY

ENGINEERING DIVISION

CERTIFICATIONS

IN WITNESS WHEREOF, the undersigned certifies, under the pains and penalties of perjury that:

1. It is in compliance with all of the provisions, and shall remain in compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws.
2. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills to the Town of Scituate, as required by law.
3. To the best of its knowledge and belief has filed all state tax returns and paid all state taxes required by law, and has complied with reporting of employees and contractors, and withholding and remitting of child support (MGL c.62C, s.49A).
4. Pursuant to MGL c. 30B s. 10 (or c. 30 s. 39M), 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 paragraph, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.



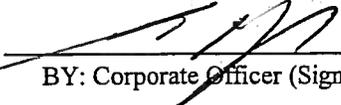
 Signature of Person Signing Bid or Proposal

Stephen M. Lynch President

 BY: Corporate Officer (Type/Print)

S M Lynch Corp.

 Corporate Name (Full Business Name)



 BY: Corporate Officer (Sign)

04-3294009

 Social Security or Federal ID#

 State of Incorporation/City of Business
 (DBA) Registration

Approval of a contract, or other agreement, will not be granted unless the applicant signs this certification form. You're Social Security number or Federal Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine weather you have met tax filing or tax payment obligations. The Town is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors to whom more than \$5,000 is paid during the twelve months, ending June 30. Providers who fail to correct their non-filing or delinquency, will not have a contract or other agreement issued or extended. This request is made under the authority of Massachusetts General Laws, c. 62C, s.49A



TOWN OF SCITUATE

MASSACHUSETTS 02066

ENGINEERING DIVISION

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of (insert name of corporation)

S.M. Lynch Corp. Held on* 5/15/2014 at which all the Directors were present or waived notice, it was voted that Stephen M. Lynch (name) President of this corporation, be it he or she, hereby is (corp. office) authorized to execute bid documents, contracts and bonds in the name S.M. Lynch Corp. and on (corp. office) behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid document or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid and binding upon this corporation.

ATTEST: [Signature]
(clerk or secretary)

Place off Business: 32 Fieldstone Lane, Weymouth, MA 02188

I hereby certify that I am the clerk/secretary of the S.M. Lynch Corp. (name of Corporation) and that Stephen M. Lynch (name) is the duly elected President (corp. office) 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 set forth below.

ATTEST [Signature]
(clerk or secretary)

Date:** May 15, 2014

*This date must be on or before the date of the Contract

**This date must be on or before the date of the Contract



TOWN OF SCITUATE

MASSACHUSETTS 02066

TERMS AND CONDITIONS

1. The right is reserved to wave any informality, reject any and all bids or parts of bids and to make an award as may be determined to be in the best interests of the Town of Scituate.
2. Prices quoted must include delivery to the Town of Scituate. No charges will be allowed for packing, crating, freight, handling or cartage unless specifically stated and included on bid.
3. An award to a bidder may be cancelled if the bidder shall fail to prosecute the work with promptness and diligence.
4. Time in connection with a discount offered will be computed from the date of delivery to the Town, as specified on the order or from the date a correct invoice is received by the using department of the Town, if the latter date is later than the date of the delivery.
5. The successful bidder shall repair, replace, or make good, without cost to the Town, any defects or faults arising within one (1) year after the date of acceptance of articles furnished hereunder resulting from imperfect or defective work done or materials furnished by the Seller.
6. The Seller shall indemnify and save harmless the Town and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment, or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute an infringement, the Seller within a reasonable time, will, at its expense and as the Town may elect, replace such material, equipment, or apparatus, or remove the material, equipment, apparatus and refund the sums paid therefore.
7. The successful bidder shall comply with all applicable Federal, State, or Town of Scituate statutes, rules and regulations.
8. Purchases made by the Town are EXEMPT from Massachusetts sales tax and Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished.
9. The successful bidder may be required to furnish a performance bond, in an amount and with surety satisfactory to the Town, in an award from an Invitation For Bids. Bidder must pay all costs.
10. If this Invitation for Bids requires bid surety, the surety shall be in the form of bid bond (MA license), certified check, bank check, money order from a responsible bank, made payable to Town of Scituate, and must be filed with the original bid at the Town Administrator. Failure to submit surety will cause the bid to be rejected. The bid surety will be returned to the successful

bidder within seven (7) days after the execution of the awarded contract and approval by the Town of the performance bond. In the case of a default, the bid surety shall be forfeited to the Town of Scituate.

11. Verbal orders are not binding on the Town and deliveries made or work performed without formal Order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
12. The Contractor shall agree to Indemnify, defend, and hold the Town harmless from any and all claims arising out of the performance of this contract.
13. EQUALITY — An item equal to that named or described in the specifications may be furnished by the vendor and the naming of any commercial name, trademark, or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal in quality, durability, appearance, strength, and design; (b) it will perform at least equally the function imposed by the general design for the purpose being contracted for or the material being purchased; and (c) it conforms in a substantial way, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials, other than the one named, shall be submitted to the Town in writing for approval, prior to the purchase, use, or fabrication of such items. Subject to the provisions of M.G.L., c.30, s.39J, or other applicable statute, approval shall be in writing to be effective, and the decision of the Town shall be final. The Town may require tests of all materials so submitted to establish quality standards at the vendor's expense. All directions, specifications, and advice by the manufacturer for the proper installation, handling, storage, adjustment, or operation of their equipment shall be complied with and the responsibility for the proper performance shall continue to rest with the vendor.
14. MINORITY BUSINESS ENTERPRISE PLAN — Notice is hereby given that the Town M.B.E. Plan dated December 1, 1984 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all Town contracts for goods and services in excess of \$10,000.
15. RIGHT TO KNOW LEGISLATION, M.G.L. c.111F and 454 CMR 21.06. All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to MGL, c.111F, are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.
16. Non-Collusion Affidavit, MGL, c.40, s.4B1/2. Any person submitting a proposal for the sale, lease or provision of equipment, supplies or materials or services to any governmental unit as defined in MGL, c.40, s.4A shall certify that the bid is made without collusion or fraud with any other person. Failure to submit such statement will result in the bid being disqualified.
17. Payment of Taxes to the Commonwealth of Massachusetts Pursuant to MGL, c.62C, s.49A, no contract may be entered into with any party that has not filed and paid all taxes required under Law. Failure to submit a statement of compliance with the statute will result in the bid being disqualified.



TOWN OF SCITUATE

MASSACHUSETTS 02066

INSURANCE REQUIREMENTS

The Contractor shall carry and maintain, for the life of this contract, all insurance as specified below, and in such form as covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by him/her self or by any person or anyone directly or indirectly employed by either of them. The coverage shall include the Town of Scituate as an additional insured and amounts of such insurance shall be as follows:

- A: Workers Compensation
 - 1. Statutory State, Massachusetts
 - 2. Coverage Limit, \$100,000 each employee
- B. General Liability
 - 1. Limits of Liability Combined Single Limit
Bodily Injury and Property Damage of \$1,000,000
 - 2. Arrangement of Coverage
 - a. Premises Operations
 - b. Owners and Contractors Protective
 - c. Broad Form Comprehensive General Liability Endorsement or equivalent to include Broad Form Contractual, Personal Injury, Broad Form Property Damage.
Cross Liability
- C. Automobile
 - 1. Limits of Liability
Combined Single Limit
Bodily Injury and Property Damage of \$1,000,000
 - 2. Arrangement of Coverage
 - a. Employer non-owned
 - b. Hired Car
 - c. All Owned or Leased Vehicles

Said policies shall be so written that the Town of Scituate will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation.

Certificates in duplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the Town of Scituate before operations are begun. Such certificates shall contain a statement referring specifically to this contract to the effect that all insurance coverage herein required has been provided. Certificates shall be filed before the award can be made. Signatures on all certificates and insurance forms must be original signatures.

Insurance under which the Town shall be named as in "Insured" or as "Additional Interest shall be carried with an insurance company licensed to write such insurance in the Commonwealth of Massachusetts.

The Contractor shall indemnify and save harmless the Town, and all of its officers, agents, and employees from all suits, actions or claims of any character.



TOWN OF SCITUATE

MASSACHUSETTS 02066

Requirements for Heavy Equipment

1. All equipment shall be in good working order.
2. All operators shall be experienced in the equipment they are operating. If they are not able to operate the machine as the machine was intended to be used the Town will have the right to disqualify said operator and contractor.
3. The Town will not be responsible for any cost associated with breakdowns. If equipment breaks down then the Town will not be obligated to pay for the crew or operator while the equipment is being repaired.
4. All Laborers should have completed a 10 hour approved OSHA Class
5. Tools shall be all hand tools required to complete a water, sewer or drainage job. These will include but not be limited to gas powered cut off saws, sockets, shovels and wrenches.
6. The Town will supply all materials needed for the repair work. The contractor may be required to pick the materials up at a supply house if they are not in stock. This shall include pipe, gravel, stone, asphalt or structures.
7. The contractor will be working for the Town and will be required to take direction from the Town Employees. The contractor will not be required to do anything unsafe but if the contractor refuses to perform work as outlined by the Town representatives then that will be grounds for voiding this contract. If the contractor feels the request by the Town employee was unsafe then said contractor must notify the Town in writing within three business days of such action and the Town will set up a meeting with the Director of Public Works to discuss and address the situation. The Director will have the final say in reviewing the situation and deciding on termination of the contract.
8. When a contractor working for the Town as either a large or small crew unit the town will require that said contractor have their own SOE (support of excavation). This SOE shall comply with all state and federal laws and provide a safe work environment.

9. If steel road plates are needed to protect the public then the contractor shall be responsible to supply them at no additional cost. In most situations this will be to protect a trench that could not be completed and not meant for a long term solution. Steel plates shall be pinned with railroad spikes and in good safe condition.
10. Fuel, oil and any wearable parts will be considered incidental and part of the unit price.
11. The unit price will be paid for time on the job not the time called. Mobilization will be considered incidental.
12. There is no guarantee of the hours of use the equipment will be used. The Town will use this bid for typical maintenance, emergency issues as it sees fit.
13. The bond is required per bid. A contractor can bid on one to all the items and will just need one bond of \$1,000. This bond will be refunded upon execution of the contract.