



INDEPENDENT CONTRACTOR AGREEMENT

Contract # 14-HW-46

This agreement is entered into by the Town of Scituate (the Town) and Southworth Milton Inc. of Milford, MA. an independent contractor (the Contractor) on this 7th day of July 2014.

The Contractor covenants and agrees to supply the Town with a new Cat CB24B Asphalt Roller with a three year warranty. This is being purchased from the State Bid Contract CB24B. The cost of this roller is \$43,500.00 delivered on site to the Scituate Highway Barn.

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

All material to be of first quality and fit for the ordinary purpose for which it was intended and as outlined in the bid package. The contractor shall submit to the Town submittals that must be approved before any delivery takes place.

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



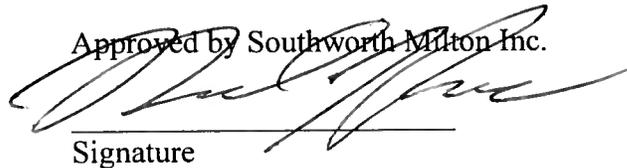
Approved as to procurement:



Chief Procurement Officer

Board of Selectmen or
Town Administrator

Approved by Southworth Milton Inc.



Signature

Printed Name and Title



Master Blanket Purchase Order C139632-vCurrent

Header Information

Purchase Order Number:	C139632-vCurrent	Release Number:	0	Short Description:	MDOTWESTON061
Status:	3PS - Sent	Purchaser:	Marie Luskin	Receipt Method:	Quantity
Fiscal Year:	2013	PO Type:	Blanket	Minor Status:	
Organization:	Department of Transportation				
Department:	1030CONVD - Default Data Conversion Department	Location:	1030L - Default Data Conversion Location	Type Code:	Non-Statewide Contract
Alternate ID:		Entered Date:	01/03/2013 07:55:09 AM	Control Code:	
Days ARO:	0	Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	If Different				
Catalog ID:		Release Type:	Standard Release	Pcard Enabled:	No
Contact Instructions:	Marie Luskin, Buyer - Fiscal Division, Address: 668 South Avenue Weston, MA 02493, Phone: 781-431-5176, Email: Marie.Luskin@state.ma.us	Tax Rate:		Actual Cost:	\$0.00
Agency Attachments:	<u> RFRMDOTWESTON061SMALLEQUIPMENT equipmentinformationpricing146SUPPLY equipmentinformationpricingAHEARN equipmentinformationpricingATS equipmentinformationpricingAandA equipmentinformationpricingBACHER equipmentinformationpricingCASEOFNESUNBELT equipmentinformationpricingCASONS equipmentinformationpricingCLEAVES equipmentinformationpricingFRANKLINPAINT equipmentinformationpricingHPFAIRFIELD equipmentinformationpricingMURPHYCOAL equipmentinformationpricingNORFOLKPOWEREQUIPMENT equipmentinformationpricingPITTSFIELDLAWNANDTRACTOR equipmentinformationpricingPOWERWASHERSALES equipmentinformationpricingSHELTERTREE equipmentinformationpricingTRICOUNTYCONTRACTORS pricingSOUTHSHOREGENERATOR pricingSOUTHWORTHMILTON pricingSSSERVICECORP pricingadditionalitemsHPFAIRFIELD pricinginformationSUNBELTdbaCASEOFNE vendorsforcontractawardMDOTWESTON061 C139632-vCurrent OD.xlsx </u>				

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

<p>Vendor: <u>99000000 - Conversion Vendor</u> One Ashburton Place Room 1017 Boston, MA 02108 Email: commbuys@massmail.state.ma.us Phone: 6177203300</p>	<p>Payment Terms:</p> <p>Shipping Terms:</p>	<p>Shipping Method:</p> <p>Freight Terms:</p>
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Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
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There are no vendor distributors found for this master blanket/contract.

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 02/28/2013 **Master Blanket/Contract End Date:** 02/27/2016
Cooperative Purchasing Allowed: No

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
1030 - Department of Transportation	1030CONVD - Default Data Conversion Department	\$0.00	\$0.00	\$0.00

Item Information

Print Sequence # 0.0, Item # 1: EPP: No SOMWBA: No Prompt Pay: No -

UNSPSC Code:

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Exit

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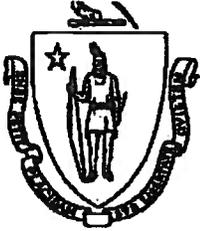
SECTION 12

PRICING-BIDDERS PRICE SHEET page 1

MassDOT is seeking percentage discounts for the purchase of small equipment from various equipment manufacturers. For each category below (Items 1-3) list the manufacturer/brand and your percentage off of their current catalog or price list. For example if you are a dealer for Stihl, Rayco and Honda products you would list each of these brands on a line below under manufacturer/brand and then list what percentage discount (the % discount will be for any item that you sell from that manufacturer/brand). If you are unable to determine a % discount due to a lack of pricing information, you may submit a cost plus price which is a % mark-up price based on the manufacturer's base price. Please explain clearly under the comments column if you are quoting a mark-up price. If submitting mark-up price, vendors must provide users with inventory receipts at time of purchase. For item #4 please list your hourly rates or % discount that may be applicable for repairs of small equipment.

All discounts & pricing must remain firm for the initial 3 year period of the contract. MassDOT makes no guarantee of spending resulting in a Contract from this RFR. If you require additional space to submit pricing information below please copy these 2 pages and label accordingly, I.e. page 3, page 4, etc..

Item #	Category	Manufacturer/ Brand	Percentage Discount	Hourly rate High rate	Hourly rate Low Rate	Comments
1	Landscaping/Grounds Equipment, i.e., Wood chippers, mini excavators, etc.	CAT	22% off current list price -	155 ⁰⁰	125 ⁰⁰	
		Diamond -	10% off current list price			
		Sho-60	10% off current list price			
		Other -	10% off current list price			
2	Industrial Equipment, I.e., cement mixers, Fork lifts, air compressors, generators, etc.	Sullair	20% off current list price			
		CAT -	22% off current list price			
		Other	10% off current list price			
3	Misc. equipment, light towers, hot boxes, Trailers, etc., or any equipment that does not fall under categories 1 & 2	Termaster	10% off current list price			
		CAT	22% off current list price			
		Other -	10% off current list price			
4	Services/repairs for any type of small equipment (list your hourly rates or % discount for this type of service)			155 ⁰⁰	105 ⁰⁰	



COMMONWEALTH OF MASSACHUSETTS
Prompt Pay Discount Form
(Invoice discounts for receiving fast payments)

Revised 3/9/07

Bidder Name: Southworth - Milton, Inc.
 Vendor Code (VCUST): V600062191
 Contract/RFR Number(s): MIDOT WESTON/61

Prompt Payment Discounts (PPD). All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller's Vendor Web system using the Vendor/Customer Code assigned to you by a Commonwealth department.

The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "% Discount Off Proposed Price" below. The Commonwealth may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Commonwealth. The requirement to offer PPD discounts may be waived by the Commonwealth on a case-by-case basis if participation in the program would be unduly burdensome, provided the specific reason for the hardship is outlined below.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

If Internal Bidder/Contractor systems require an alternate method of measuring payment issue dates, the Bidder/Contractor must note the issues below or on an attached page if necessary to be considered by the PMT. In cases where the Bidder/Contractor considers that offering a Prompt Payment Discount would be a hardship, the Bidder must clearly define the issues and reasons for said hardship. *Providing volume discounts or other discounts on prices is not considered a hardship, since the PPD provides the additional benefit of early cash flow for the Contractor.*

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

- 5% - 10 Days
- 4% - 15 Days
- 3% - 20 Days
- 2% - 30 Days

If no discount is offered enter 0%

Prompt Payment Discount %	Payment Issue Date w/in
0 %	10 Days
0 %	15 Days
0 %	20 Days
0 %	30 Days

The Contractor is unable to provide a prompt payment discount due to the following hardship:

Contractor/Bidder Authorized Signature Mark R. Birou Date: Oct. 18. 2013
 Contractor/ Bidder Authorized Signatory Print Name and Title: MARK R. BIROU, VICE PRESIDENT

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval.

CONTRACTOR LEGAL NAME: <u>Southworth-Milton</u> <small>(and d/b/a):</small> Legal Address: <u>(W-9, W-4, TIC) 180 Quarry Drive, Milford, MA</u> Contract Manager: <u>DEANIS HEAD</u> E-Mail: <u>DEANIS_HEAD@MILTONCAT.COM</u> Phone: <u>508-981-4653</u> Fax: <u>508-590-7997</u> Contractor Vendor Code: <u>V60000 62191</u> Vendor Code Address ID (e.g. "AD001"): <u>AD 002</u> <small>(Note: The Address ID must be set up for EFT payments.)</small>	DEPARTMENT NAME: <u>MassDOT</u> MMARS Department Code: <u>DOT</u> Business Mailing Address: <u>668 South Avenue, Weston, MA 02493</u> RFIRN Address (if different): Contract Manager: <u>Silvia Petrasola</u> E-Mail: <u>Silvia.Petrasola@state.ma.us</u> Phone: <u>781-431-5098</u> Fax: <u>781-431-5095</u> MMARS Doc ID (e.g. INTF00086103c00060544) RFIR/Procurement or Other ID Number: <u>MDOTWESTON081</u>
<p style="text-align: center;">NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Responses or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employees</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u> , 20 <u> </u> . Enter Amendment Amount: \$ <u> </u> , (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employees</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The MassDOT TERMS AND CONDITIONS form (T&C) has been executed, filed with GTR and is incorporated by reference into this Contract.	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 8.00. <input checked="" type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): \$ <u> </u> .	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify exemption: <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> federal grant trust; <input checked="" type="checkbox"/> <u>Initial payment</u> (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) <u>For the purchase & Service of Small equipment for use throughout MassDOT. All equipment and services will be ordered on an as needed basis for an initial contract period of 3 years beginning with contract notice to proceed date, there will also be (2), 2 year renewal options.</u>	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> <u>1. may be incurred as of the Effective Date</u> (latest signature date below subject to any required approvals) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> <u>2. may be incurred as of <u> </u>, 20<u> </u>, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> <u>3. were incurred as of <u> </u>, 20<u> </u>, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations. </u></u>	
CONTRACT END DATE: Contract performance shall terminate as of <u>10/27/2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower cost, or a more cost effective Contract.	
AUTHORIZING SIGNATORY FOR THE CONTRACTOR: X: <u>Mark R. Biron</u> Date: <u>10/14/13</u> <small>(Signature and Date Must Be Handwritten At Time of Signature)</small> Print Name: <u>MARK R. BIRON</u> Print Title: <u>VICE PRESIDENT</u>	AUTHORIZING SIGNATORY FOR MASSDOT: X: <u>Patricia A. Leavenworth</u> Date: <u>10-28-13</u> <small>(Signature and Date Must Be Handwritten At Time of Signature)</small> Print Name: <u>PATRICIA A. LEAVENWORTH, P. E.</u> Print Title: <u>CHIEF ENGINEER</u>