

CONTRACT FOR THE PROCUREMENT
OF
GOODS AND SERVICES
Weston & Sampson

Contract: 14-WS-68

September 10, 2014



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

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 Weston & Sampson with an address of Five Centennial Drive, Peabody, MA 01960 hereinafter referred to as "Contractor", effective as of the day of September 10, 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 Services:

1. Replace the waterline along Country Way from Pin Oak to First Parish (1.1 miles)
2. Replace waterline along Elm Street (0.7 miles)
3. Replace waterline on Cudworth Road (0.4 miles)
4. Replace waterline on First Parish Road from Country Way to Grove Street (1.2 miles)

Scope of Services

Survey: The selected designer will be responsible for all survey work related to the design and permitting of this project.

Plans and Specification will be provided for the Town to review at 25% and 100%. The 100% plans and specifications will be suitable to go to bid. Plans will be stamped by a Professional Engineer as required by state law. An electronic copy of the specifications will be supplied to the Town in Word Format and a copy of the plans will be provided in a autocad format.

Construction Bidding Services: The Designer will advertise the project in the Central register, local paper and make all required copies of plans and specifications for use by perspective bidders. The Engineer will aid the town with all required paper work and meetings not limited to public meetings and conservation meetings. The engineer will file all required permits required by State and any other permits that may be required for this work.

Construction Inspection: The Designer will be the engineer of record for this project and provide oversight to make sure the contractor is complying with the plans and specification set forth by the Designer. This will consist of at a minimum once a week site visit during construction and being on site at critical phases of the project. The Designer will also include a rate to provide inspectional oversight on the project on a day to day basis as an option.

ARTICLE 2: TIME OF PERFORMANCE:

The contractor shall complete all work and services required on or before July 15, 2016. If completion is not achieved by said date, the Contractor shall be liable to the Town for liquidated damages in the amount of 0 per calendar day. **The Contractor acknowledges that the bid date for this project is mid-March 2015.**

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract sum of \$83,000.00 in accordance with the provisions of the specifications, or as set forth in an attachment hereto in Attachment B, the price proposal.

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.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INSURANCE:

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

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance as required by law

Coverage for all employees in accordance with Massachusetts General Laws

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

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.

042 60 1174
Social Security Number or
Federal Identification Number

WEBSTER + SAMSON ENGINEERS INC
Signature of Individual or
Corporate Name

By: 
Corporate Officer
(If applicable)

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

CONTRACTOR

TOWN of SCITUATE

by

Awarding Authority Authorization:

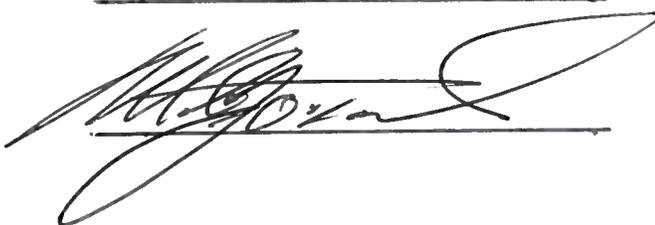


BRUCE W. ADAMS, V.P.
Printed Name and Title

by its Town Administrator, Patricia A. Vinchesi

Board of Selectmen



Clerk's Certificate of Vote

The undersigned, Clerk of Weston & Sampson Engineers, Inc. hereby certifies that, at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on December 18, 2013.

VOTED: To authorize

Francis W. Yanuskiewicz
Peter M. Smith
Patrick J. Connelly
Michael J. Scipione
Bruce W. Adams
Barbara K. Cook
Prasanta K. Bhunia

Robert A. Goober
George D. Naslas
Eugene R. Bolinger
Donald G. Gallucci
Kent M. Nichols
Christopher B. Wester
John A. Bocchino

David M. Elmer
Blake A. Martin
Frank M. Ricciardi
Robert Horner

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$1,000,000, during the fiscal year 2014 .

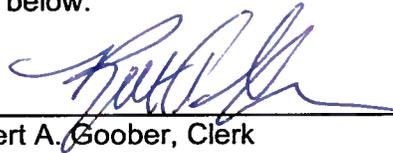
VOTED: To authorize

Richard J. Messer
Jeffery F. Budrow
Jeffrey A. Wilson

Christopher M. Perkins
Kenneth J. Bisceglia
Jack J. Wright

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$500,000, during the fiscal year 2014.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.



Robert A. Goober, Clerk

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurance Group LLC 233 West Central Street Natick MA 01760	CONTACT NAME: Construction	
	PHONE (A/C, No, Ext): (508) 651-7700 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Weston & Sampson Engineers, Inc. Five Centennial Drive Peabody MA 01960	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great Divide Insurance Co	25224
	INSURER B: Starr Indemnity & Liability Co.	38318
	INSURER C: Zurich American Insurance Co.	16535
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: MASTER 2014.5

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GLP200736211	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> Contractual Liability coverage per policy form					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		MAA2007361-11 MA	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO		BAP2007360-10 AOS	1/1/2014	1/1/2015	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	SISCCCL01974113	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 7,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 7,000,000
	DED	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCA200735911	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	Coverage applies in MA, CT, FL, GA, NH, NY, RI, SC VT and WI			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL/POLLUTION LIABILITY		EOC9671257-06	7/3/2014	7/3/2015	PER CLAIM \$3,000,000
						ANNUAL AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: CONTRACT #14-WS-68 TOWN OF SCITUATE IS INCLUDED AS ADDITIONAL INSURED FOR GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF SCITUATE ATTN: Kevin Cafferty, DPW Director 600 CHIEF JUSTICE CUSHING HWY SCITUATE, MA 02066	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Koegel/PMA

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.



(Signature of person signing bid or proposal)



(Name of Business)



(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 Department of Public Works

Review of Design Services for the First Parish Rd Watermain RFP

Aug 2014

Firm	Technical Approach:		Project Management		Related Experience		Scheduled Approach		Total
	Kevin	Sean	Kevin	Sean	Kevin	Sean	Kevin	Sean	
Horsley & Witten	2	2	4	4	4	4	4	4	28
Haley & Ward	4	4	4	4	4	4	4	4	32
Weston & Sampson	5	5	4	4	5	5	4	4	36
Tighe & Bond	4	4	4	4	4.5	4	4	4	32.5
Environmental Partners	4	4	4	4	4.5	4	4	4	32.5

1. Horsley & Witten – Non-Responsive Incomplete Proposal
2. **Weston & Sampson - \$83,000**
3. Tighe & Bond - \$121,300
4. Environmental Partners - \$155,100
5. Haley & Ward - \$206,619