



ENGINEERING DIVISION  
KEVIN F. CAFFERTY  
SUPERVISOR

Department of Public Works

781-545-8732

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract # 14-SW-40**

This agreement is entered into by the Town of Scituate (the Town) and Weston and Sampson, Inc. of Peabody, MA, an independent contractor (the Contractor) on this 22nd day of May, 2014.

The Town agrees that it will pay to the Contractor at the unit prices submitted in the proposal for Technical Services as follows:

<u>Standard (7:00AM to 4:30PM)</u>		
Instrumentation/Controls/ Electrical/ Licensed operator		\$90 per hour
Mechanic		\$85 per hour
Technician		\$80 per hour
<u>Overtime Rates (4:30AM to 7:00AM)</u>		
Instrumentation/Controls/ Electrical/ Licensed operator		\$135 per hour
Mechanic		\$128 per hour
Technician		\$100 per hour

All materials, subcontractors or consumables purchased by the Contractor shall be subject to a 15% markup.

To provide services to the Town of an experienced wastewater treatment and collection system professional, holding at least a grade 6 license.

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**

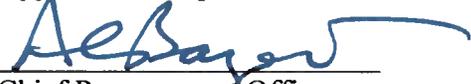
The parties agree that the Contractor is an independent contractor. The Contractor shall bear all financial responsibility to his agents and/or employees, maintain all records required by Federal, Massachusetts and local laws and regulations, assume full responsibility for payment of all adequate unemployment 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to procurement:

  
\_\_\_\_\_  
Chief Procurement Officer

  
\_\_\_\_\_  
Board of Selectmen or  
Town Administrator 

Approved by Weston and Sampson

  
Signature  
JOHN A. BOCHIMO JR., DIRECTOR  
Printed Name and Title

**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 CAFFERTY  
(Person completing this form)

Today's Date 5.22.14

VENDOR AWARDED	DATE AWARDED	DOLLAR AMOUNT AWARDED
<u>Weston &amp; Sampson</u>	<u>5.22.14</u>	

SPECIFICATIONS- Description of goods or services to be purchased (Attach additional pages wherever necessary)

Supply Town by MANAGEMENT & Oversight Services  
AT TREATMENT plant - Eng Oversight  
Exempt from 30B

BIDDERS- Include name of contact, phone number, city and state	Responsive? Yes NO	Final quoted bid price
1) <u>Weston &amp; Sampson</u>	<u>X</u>	<u>90/hr</u>
2) <u>Tibbets Eng</u>	<u>X</u>	<u>NA</u>
3) <u>Tigh &amp; Bond</u>	<u>X</u>	
4) _____	_____	_____

Explain if NO \_\_\_\_\_  
(Explain on back of form or attach additional pages wherever necessary)

Explain if NO \_\_\_\_\_

Explain if NO LEFT MESSAGE

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 Cafferty  
Signature - Officer completing this form

[Signature]  
Signature - Chief Procurement Officer

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