



ENGINEERING DIVISION
KEVIN F. CAFFERTY
SUPERVISOR

Department of Public Works

781-545-8732

INDEPENDENT CONTRACTOR AGREEMENT

Contract # 14-FS-50

This agreement is entered into by the Town of Scituate (the Town) and CLE Engineering, Inc. of Marion, MA, an independent contractor (the Contractor) on this 30th day of June, 2014.

The Contractor covenants and agrees with the Town as follows: to provide engineering consulting services for a feasibility study of Glades Road and Central Ave offshore breakwaters and /or wave energy dissipation systems to protect the coastline.

The Town agrees that it will pay to the Contractor a sum not to exceed \$19,950.00 for these services. The payment schedule shall be broken down as follows:

1. Research Breakwater Application	\$2,520.00
2. Research new WED Systems application	\$5,040.00
3. Create Existing conditions plan	\$3,240.00
4. Prepare a "Blue Plan"	\$3,600.00
5. Provide Preliminary Cost Estimates	\$2,700.00
6. Prepare Permit Listings	\$2,850.00

Payment to be made as follows: payments to be made monthly upon consultant'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 CLE:



Signature

Carlos G. Peña, RE. VICE PRESIDENT
Printed Name and Title