TOWN OF WEST BOYLSTON, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this 2nd day of October, 2016 by and between the TOWN of West Boylston, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 140 Worcester Street, West Boylston, Massachusetts, hereinafter referred to as the "TOWN", and _____ of _____ hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals to Adjust Manhole Frames & Covers, Adjust Catch Basin Frames & Grates and to Rebuild Manholes and Catch Basins, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to Adjust Manhole Frames & Covers, Adjust Catch Basin Frames & Grates and to Rebuild Manholes and Catch Basins and the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, all agreement Attachments, the Request for Proposals, the CONTRACTOR's Proposal and letter dated _____. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.

2. THE WORK. The Work consists of Adjusting Manhole Frames & Covers, Adjusting Catch Basin Frames & Grates and Rebuilding Manholes and Catch Basins

3. TERM OF CONTRACT. This Agreement shall be in effect from October 2, 2016, and shall expire on June 30, 2017, unless extended by written agreement of both parties, or unless terminated earlier pursuant to the terms hereof.

4. COMPENSATION. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. The total contract price shall be $_____.

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of each invoice.

6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, including those due directly to the CONTRACTOR and those to subcontractors whom the CONTRACTOR may engage to complete relevant tasks. The TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any

elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

9. INSURANCE.

   A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN as listed below:

   - Commercial General Liability (Broad Form) - $1,000,000
   - Auto Liability - $1,000,000
   - Workers Comp. Employer Liability - Statutory

   B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The

CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall not be sooner than 90 days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.

13. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

14. NOTICE. Notices, or other communications required or permitted, as outlined in Sections 11 and 12 of this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

15. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of

competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

16. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

17. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

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

I certify that an appropriation is available for this contract.

_____
Town Accountant

TOWN OF WEST BOYLSTON, MA

_____
Signature

_____
Title

CONTRACTOR:

_____
(Signature)

_____
(Title)