

## **AGREEMENT**

The following provisions shall constitute an Agreement between the Town of Longmeadow referred to as the ‘Lessor’, acting by and through its Town Manager and/or Select Board, hereinafter referred to as “Town”, and TBD with an address of TBD hereinafter referred to as “Contractor/ Lessee”, effective as of the First day of April, 2021. 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 – RFP Disposal of Property via Lease: Farmland Lease and Leaf Disposal Services.

### **ARTICLE 2: TIME OF PERFORMANCE:**

The contractor shall complete all work and services for April 1, 2021 through December 31, 2021 with services performed in the timeframes as outlined in the specifications contained in Attachment A. The contract shall consist of two (2) annual contract renewals at the sole discretion of the Town of Longmeadow for award. The renewal option terms available for award by the town include, January 1, 2022 through December 31, 2022, and January 1, 2023 through December 31, 2023.

### **ARTICLE 3: COMPENSATION:**

Compensation shall be the following based on the Base Bid and bid alternates awarded which is as follows:

Compensation shall be in accordance with the provisions of the specifications, or as set forth in an attachment hereto in Attachment A. In the event of payment by the Town (the Lessor), to the Contractor (the Lessee), payments will be made in three equal installments approximately as follows: November 15<sup>th</sup>, December 15<sup>th</sup>, and following December 31st (or service completion) of each year . In the event that there is revenue payment from the Contractor/Lessee to the Town/Lessor, then payment will be made in two equal payments of 50% each as follows: 50% with contract award (or contract renewal), and 50% by July 20<sup>th</sup> of each year.

### **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 Longmeadow, 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 Longmeadow 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.

**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 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**

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.

**CERTIFICATE OF INSURANCE**

(PROVIDE AN INSURANCE CERTIFICATE NAMING THE TOWN AS INSURED UNDER THE POLICY)

This is to certify that the \_\_\_\_\_ (Company) has issued the policies listed below, that these policies are written in accordance with the Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to OWNER upon request, that they provide coverage and limits of liability shown with respect to the insurance indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of OWNER in connection with the award and performance of a contract or agreement between the Town of \_\_\_\_\_ (OWNER) and

1. Name of Insured \_\_\_\_\_
  2. Address of Insured \_\_\_\_\_
  3. Location and Description of Work \_\_\_\_\_
- \_\_\_\_\_ Project Contract No. \_\_\_\_\_

Coverage and Limits of Liability  
(at least as shown below)

Bodily Injury Liability	Property Damage Liability
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Policy Number	Effective Date	Expiration Date	Each Occurrence	Each Aggregate
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A. Owners Protective Liability has been issued at the expense of Above Insured to \_\_\_\_\_ (Owner)

_____	_____	_____	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
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B. Comprehensive General Liability

_____	_____	_____	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
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Including: 1. Operations/Premises 2. XCU 3. Products/Completed Operations  
4. Contractual as Below 5. Independent Contractors  
6. Broad Form Property Damage 7. Personal Injury

C. Auto Liability

	Each Person	Each Accident	Each Accident
Including: 1. All Owned	_____	_____	_____
2. Hired	\$1,000,000	\$1,000,000	\$1,000,000
3. Non-owned	_____	_____	_____

D. Workman's Compensation

_____	_____	_____	Compensation Statutory State(s)
_____	_____	_____	Coverage B Limit \$1,000,000 if Applicable

E. Umbrella Liability

_____	_____	\$ _____	Aggregate
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F. Builder's Risk Insurance - "All Risk" Completed Value Form

_____	_____	\$ _____
_____	_____	As Specified in Contract or Agreement