

AGREEMENT FOR SERVICES
[Independent Contractor]

This is an Agreement for services dated as of _____, 20____, by and between the Town of Arlington (the "Town"), a duly organized and existing municipal corporation and _____ ("Contractor"), of _____

Article 1. Scope of Work

Contractor agrees to perform all services set forth in and in accordance with the Scope of Services annexed to and made a part of this Agreement as Schedule A (the "Services").

Article 2. Performance of Services

Contractor shall perform the Services (if appropriate) using Contractor-owned equipment and facilities wherever possible.

In performing the Services, Contractor shall perform said Services in accordance with the standards and with the skill, diligence and quality control/quality assurance measures expected of a recognized individual or entity performing services of a similar nature. Contractor is hereby given notice that the Town will be relying upon the accuracy, competence, and completeness of Contractor's Services in using the results of these Services.

Contractor shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations. In addition, when on any site, Contractor and its employees and agents shall comply with all Federal, state and local personnel safety rules and all applicable conditions or requirements of any permit or authorization, order or directive issued by the Town or any court or governmental regulatory agency.

Article 3. Contractor 's Representations

Contractor represents that it is fully experienced and properly qualified to perform the Services as provided under this Agreement and that it is properly permitted, equipped, organized and financed to perform such Services.

Article 4. Compensation and Payment

For satisfactory performance of the Services, the Town agrees to compensate Contractor in accordance with the fees stated in Schedule A annexed hereto, and is part of, this Agreement. The fees shown on Schedule A for each service identified on Schedule A, shall be paid in a single lump sum for each said Service, which shall be deemed due and payable upon the completion of the respective Service. The Town will pay the proper amounts due within thirty

(30) days after acceptance by the Town, in its sole discretion, of the completion of the Services performed relative to each Service.

Article 5. Independent Contractor

In performing the Services and incurring expenses under this Agreement, Contractor shall operate as, and have the status of, an independent contractor and shall not act as agent or employee or be an agent or employee of the Town. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for Contractor 's personnel engaged in the performance of the Services.

Article 6. Assignment

Contractor shall not assign any of its rights, interests or obligations under this Agreement or subcontract any of the Services to be performed by it under this Agreement without the express written consent of the Town. Any subcontract or Assignment shall be subject to all of the terms of this Agreement.

Article 7. Indemnification

Contractor agrees to indemnify and hold harmless the Town, and its officials, employees, agents, attorneys, boards and members of such boards, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney's fees and costs of litigation and/or settlement, whether incurred as a result of a claim by a third party or an indemnitee hereunder) for any property damage and/or personal injury arising out of the Services performed by or on behalf of Contractor pursuant to this Agreement.

Article 8. Responsibility to Correct Deficiencies

It shall be Contractor 's responsibility to correct, in a timely fashion and at Contractor 's sole expense, any deficiencies in its Services provided such deficiencies are reported to Contractor prior to One Hundred and Twenty (120) days after completion of the Services.

Article 9. Termination

The Town may terminate this Agreement in whole or in part at any time, for cause upon ten (10) days written notice. The term "for cause" shall include any failure of Contractor to provide the Services in accordance with this Agreement, the Town's reasonable dissatisfaction with Contractor 's work hereunder which remains unremedied after reasonable notice from the Town or any act or omission of Contractor, its agents or employees that would otherwise be deemed a default under or breach of this Agreement. Contractor may terminate this Agreement only in the event the Town, after thirty (30) days written notice, fails to make any payment to Contractor required hereunder. Any such termination of this Agreement shall not relieve the Town of its obligation to pay charges justly due Contractor for Services properly performed and expenses

properly incurred prior to such termination nor relieve Contractor from any liability arising from any willful or negligent act or omissions of Contractor, its employees or agents.

Article 10. Survival of Obligation

Contractor 's obligations, and those of Contractor 's employees, agents, successors and assignees assumed pursuant to Article 8 (Indemnification), and Article 9 (Responsibility to Correct Deficiencies) shall survive not only completion of Services, and expiration or termination of this Agreement; but also final payment under this Agreement.

Article 11. Waiver and Severability

The failure of either party to enforce, at any time, the provisions of this Agreement does not constitute a waiver of such provisions in any way or waive the right of either party at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. None of the conditions of this Agreement shall be considered waived by either party unless such waiver is explicitly given in writing by the waiving party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver. The invalidity of one provision, or invalid application thereof, of this Agreement shall not affect the validity of any other provision or any other application of any provision of the Agreement.

Article 12. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Article 13. Miscellaneous

A. All notices hereunder shall be deemed to be duly given if in writing, signed by the party or the representative of the party giving the notice, and sent to the other party at the addresses set forth herein by certified mail, return receipt requested, or by Federal Express or similar overnight courier or by facsimile transmittal with confirmation by regular first class mail.

B. This Agreement was negotiated between parties of equal bargaining power and is not to be construed against either party by virtue of such party's attorney having drafted it.

C. The Contractor or any of its subcontractors are hereby prohibited from engaging in discriminatory hiring practices, or assuming any engagements during the term of this Agreement which might be in conflict with the Contractor's responsibilities under this Agreement.

Article 14. Entire Agreement

The rights and obligations of the parties, and their respective agents, successors and assignees, hereunder shall be subject to and governed by this Agreement, including Schedules A which supersedes any other understandings or writings between the parties. No changes,

amendments or modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Any discrepancies between this Agreement and any attachments, appendices or schedules, including without limitation Schedule A shall be resolved in favor of the main Agreement.

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

Town of Arlington

By: _____

Contractor

By: _____

**SCHEDULE A
SCOPE OF SERVICES**

Contractor agrees to perform all services set forth below:

Fee for above services shall be as follows: