

CONTRACT FOR SERVICES

This Contract is entered into on August 1, 2016, by and between the Town of Northfield, VT (Municipality) and Limlaw Chipping and Clearing (Contractor) for services to Municipality. Municipality and Contractor are referred to collectively as "parties."

In consideration of the mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1: SERVICES PROVIDED

Contractor agrees to perform the following service(s): The Contractor agrees to remove marked trees and wood debris from the Town of Northfield's highway right of way from designated areas. The contractor shall only cut/remove those trees that are marked by the Town for removal. The municipality will designate areas for cutting on an as needed basis. All trees to be removed shall be cut at the base of the tree leaving an exposed stump at ~~grade level~~. (We will cut them to whatever it is feasible to do with mechanized equipment, on steep slopes and on the downhill side it is not feasible to do that). No equipment or vehicles shall enter an identified stream, waterway or wetland.

Contractor agrees to comply with all local, state and federal regulations and laws.

Contractor shall perform all services required under this Agreement in a manner consistent with industry standards and according to the specifications and performance standards established by the municipality. Municipality has the right to inspect the services provided by Contractor under this Agreement, and if in the Town's determination, are not being completed in a good manner and in conformance with the municipalities expectations, shall have the right to halt the work under the contract and terminate the contract.

ARTICLE 2: COMPENSATION AND BILLING

Compensation for the above services will be the cut wood and wood debris.
Invoices and Billing: Not Applicable

ARTICLE 3: TERM

The term of this contract shall be from June 29, 2016 to October 30, 2016. The term of the contract may be extended only by mutual written agreement of the parties.

ARTICLE 4: INDEPENDENT CONTRACTOR

Contractor further acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Municipality and Contractor. Contractor shall not be entitled to receive any benefits from Municipality and shall not be eligible for workers' compensation or unemployment benefits.

ARTICLE 5: ASSIGNMENT AND SUBCONTRACTING

This Contract is binding upon and inures to the benefit of the heirs, successors and assigns of the parties hereto. Neither party hereto may assign its rights or obligations under the Contract without the prior written consent of the other party. This Contract shall be governed by the laws of the State of Vermont.

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of Municipality and subject to such conditions and provisions as Municipality may deem necessary or desirable in its sole discretion.

ARTICLE 6: EQUIPMENT AND MATERIALS

Contractor will be solely responsible for supplying, storing, maintaining, and replacing any and all equipment that is necessary for implementing the services under this contract. Municipality will not supply, nor will it pay for any repairs, maintenance or replacement of, or new equipment expenses, or temporary work related to signs, cones, or other traffic controlling equipment.

Municipality is exempt from sales tax on purchases for materials and products that are permanently incorporated into the infrastructure. Contractor shall pay all legal costs and assessed penalties for improper use of the Contractor's exemption certificate number.

ARTICLE 7: PERSONNEL

Contractor is responsible for compliance with all applicable State and Federal laws. Contractor will manage his/her own personnel without general oversight by the Municipality and shall oversee and coordinate sub-contractors that are approved by Municipality. All drivers and equipment operators will be properly trained and have all certifications and valid licensing required to operate said equipment.

Contractor alone shall be responsible for ensuring compliance with all applicable regulatory requirements including but not limited to those from FMCSA and Vermont Occupational Safety and Health Administration (VOSHA).

Contractor further agrees to include this provision in all subcontracts.

ARTICLE 8: SAFETY

The Contractor shall be responsible for the safety and security of his construction sites. The regulating of traffic and vehicles on the road shall be managed by the town highway department.

ARTICLE 9: INDEMNIFICATION

Contractor shall indemnify and hold harmless Municipality and Municipality's agents and employees, from and against all losses and all claims, demands, payments, suits, actions,

recoveries, claims of outstanding indebtedness, attorney's fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, employees, or sub-contractors, in the execution of the work or in guarding the same. The Contractor shall defend the Municipality and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent or subcontractor of the Contractor. The Municipality shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

Contractor shall assume full responsibility for the protection of all buildings, structures and utilities (both public and private). All damage, injury or loss to any public or private property, by the Contractor, or any sub-contractor, shall be replaced or restored to at least the original condition to the satisfaction of the Municipality at the Contractor's expense.

Nothing in this Contract shall constitute a waiver by the Municipality of any statutory limits or immunities from liability.

ARTICLE 10: INSURANCE

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. Contractor agrees that it will provide and maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide Municipality a certificate of insurance showing such coverages before providing any services under this Agreement: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance.

The Contractors policies shall name the Municipality as an additional insured.

ARTICLE 11: TERMINATION

Municipality may terminate this Agreement, with or without cause, upon 15 days written notice. If the work being performed by the contractor is not in conformance with industry standards or the Municipality's expectations, the municipality shall have the authority to halt the work immediately and terminate the contract.

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, acts of public authorities, or delays or defaults caused by public carriers; provided the non-performing party gives notice as soon as possible to the other party of the inability to perform. The Municipality and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate its effects.

In addition to the above, in the event of a State or Federal Disaster Declaration, Municipality reserves the right to suspend certain provisions of this contract to conform with FEMA or Vermont Emergency Management regulations and directives.

Upon completion of the work or upon termination of the Contract, the Contractor shall remove from the vicinity of the work all equipment. The waste materials and brush from the chipping operation will be taken care of by the Northfield Municipality.

ARTICLE 12: SEVERABILITY

The provisions of this contract are severable and if a court of competent jurisdiction holds any portion of this contract unconstitutional or invalid, the remainder of this Contract shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties do hereby execute this Contract on the day and year first written above.

MUNICIPALITY:

By:



Town Manager

In the presence of:

8-1-16

Witness as to Municipality

CONTRACTOR:

By:



Limlaw Chipping & Land Clearing

Limlaw Chipping & Land Clearing

In the presence of:

Witness as to Contractor