

**TOWN OF LOOMIS
SERVICES AGREEMENT**

This Agreement is made on _____, _____, by the Town of Loomis (“Loomis”) and by _____ (“Contractor”).

WHEREAS, the Town would like the contractor to _____
_____ ; and

WHEREAS, Contractor is available and qualified to provide this work;

NOW, THEREFORE, in consideration of the following covenants, the parties agree as follows:

1. Scope of Services. Contractor shall provide the following work in accordance with the proposal included as Exhibit A. Contractor’s responsibilities shall include, but not be limited to:

All such services shall be coordinated with the Town and shall be performed under the general direction of the Loomis Town Manager or his designee.

2. Time of Performance. All of the work outlined in the Scope of Services shall be completed _____ days from the date this Agreement is executed.

3. Compensation. For services rendered under this Agreement, Town shall pay the Contractor an amount not to exceed \$ _____ based upon _____.

4. Methods of Payment. Payments for verified work shall be made by Town to the Contractor within 30 days of receipt of the bill.

5. Termination. Town shall have the right to terminate this Agreement at any time without cause in which case Contractor shall turn over all documents covered by Section 6, below, and Town shall pay Contractor for all work actually performed to that point.

6. Records. All records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the Town, and Contractor hereby agrees to deliver same to the Town upon termination of the Agreement.

7. Insurance. During the term of this Agreement, contractor shall maintain in full force and effect the following policies of insurance and provide the Town written proof of same:

(a) General Liability. \$1,000,000 per occurrence for bodily and property damage. If Commercial General Liability Insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required per occurrence limit.

(b) Automobile Liability. \$1,000,000 per accident for bodily injury, personal injury and property damage.

(c) Worker's Compensation Insurance. In amounts required by law.

8. Amendments. Amendments shall be in writing and signed by the Town.

9. Indemnity. Contractor is an independent contractor and its employees shall not be employees of or have any contractual relationship with the Town. Contractor shall save and hold the Town harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Contractor's employees during the performance of this Agreement.

10. Assignability of Agreement. This Agreement contemplates the personal performance of the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the Town.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

TOWN OF LOOMIS

By _____
Town Manager

CONTRACTOR

By _____
Title:

ATTEST:

By _____
Town Clerk