

AGREEMENT BY AND BETWEEN
THE TOWN OF MIDDLEBOROUGH
AND
SIMCOX APPRAISAL

This agreement made and entered into this May 28, 2019 by and between the Town of Middleborough, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "Town", and Simcox Appraisal, hereinafter referred to as "Vendor".

ARTICLE I. The Vendor agrees to furnish and deliver services, materials, supplies, or equipment as follows: Appraisal services for the John Glass Square Project, in accordance with the scope of work, plans, and specifications in the Invitation for Bids. This Contract is subject to and conditioned upon appropriation by the Town.

ARTICLE II. The Town agrees to pay the sum of \$30,000 to Contractor after receipts of invoices for when work is completed.

ARTICLE III. The Vendor shall submit and conform to all determinations and directions of the designee of the Town relating to the services and its delivery, suitability, amount, quality and value of everything furnished or to any other questions which may arise as to the product and services and the time and manner of their delivery.

ARTICLE IV. If the Vendor shall fail to furnish and deliver any of said product and/or services as required under the terms of this agreement and the Bid documents after the purchase order for same has been given to the Contractor or mailed to him/her at the business address stated in his/her proposal, the Town, may obtain the product and/or services ordered from any other source, the Town shall give to the Vendor or mail to him/her at the business address stated in his/her proposal, a notice, signed by the Town Manager, that the Vendor has failed to carry out the contract to the satisfaction of the Town and as required by the terms of said Bid Document. Upon such default, the Town Manager, may at his/her discretion and without further notice, cancel the contract.

ARTICLE V. Upon such default, the Town may charge to the Vendor (and deduct from contract sums then or thereafter payable to the Contractor, if any there be) any and all costs and expenses incurred by the Town as a direct or indirect consequence of such default, including, without limitation, any excess cost of material or service, any administrative costs or expenses, and all costs of collection of amounts payable by the Vendor hereunder (including reasonable attorney's fee).

ARTICLE VI. The contract is made subject to M.G.L. c. 30B. , and all other laws of the Commonwealth, and the ordinances of the Town, and if any clause hereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof. The text of all laws required to be in this contract is hereby incorporated by reference and included in this contract as if set forth herein in full.

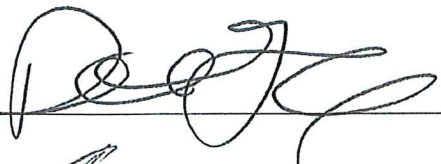
ARTICLE VIII. In the performance of all work, after award and prior to completion of the contract work, the Vendor will not discriminate on grounds of race, color, religion, natural origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

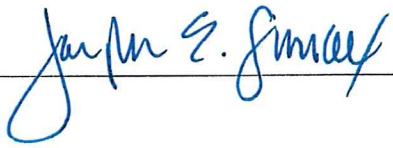
ARTICLE IX. The Vendor shall not assign this contract without express prior written consent.

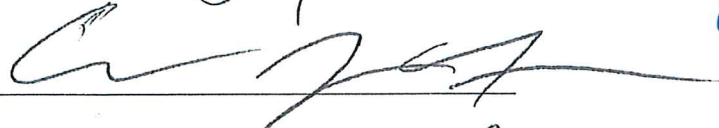
Witness whereof, the parties have hereunto set their hands the day and year first above written.

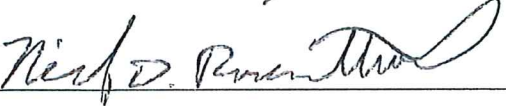
The Town of Middleborough

Vendor














Date

Date

June 3, 2019

6.10.19