

Name of Bidder/Company

Signature of Corporate Officer

Date

SPECIMEN AGREEMENT

The following provision shall constitute an agreement between the Town of Lunenburg acting by and through its School Committee, hereinafter referred to as "Town," and Dec Bus Service Inc., hereinafter referred to as "Contractor," effective as of the first day of July 1, 2025. In consideration of the mutual covenants contained herein, the parties agree as follows:

Article 1: SCOPE OF WORK:

The Contractor shall perform all work, furnish all equipment, labor, supplies, permits and materials necessary to complete the following work described in this Agreement, the Invitation to Bid, and Specifications.

Article 2: TIME OF PERFORMANCE:

The Contractor shall commence work under this Contract on July 1, 2025, and shall complete the work outlined in Article 1 above by June 30, 2028. At the sole discretion of the Lunenburg Public Schools an additional one (1) year contract extension may be granted for the 2028/2029 school year and an additional one (1) year contract extension may be granted for the 2029/2030 school year. If the Contract term exceeds one year, continuation of the Contract beyond the first year is subject to appropriation. If sufficient funds are not appropriated or otherwise available, the Town shall cancel the Contract pursuant to G.L. c.30B, §12(d).

Article 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 in accordance with the prices specified on the Contractor's Bid Form. Payment shall be made monthly over the course of the ten months of the school 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 or repeated herein:

1. The Agreement
2. Amendments, change orders, or other changes mutually agreed upon between the parties
3. The INVITATION FOR BIDS FOR SCHOOL BUS TRANSPORTATION
4. The Contractor's Response to the Invitation to Bid including a completed Bid Form.

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 Contract by providing the Contractor with ten (10) days written notice for reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this contract.
2. Violation of any of the provisions of this Contract 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 Contract.

Article 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town's officers, agents, and all employees from and against claims arising directly or indirectly from the Contract. The Contractor shall be solely responsible for

all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Contract. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

Article 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

Article 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable laws, regulations and orders of the Commonwealth of Massachusetts as well as ordinances or by-laws relating to the completion of this Contract. Such laws, regulations, orders, ordinances or by-laws may include, but are not limited to non-discrimination laws; prevailing wage laws; the protection of work, property, persons and employees. The Contractor shall procure and pay for all permits, licenses, and approvals required to fulfill this Contract.

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, change orders 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, change orders, or changes shall be in writing and signed by officials with authority to bind the awarding authority. Additionally, all amendments, change orders and changes shall be approved by the Town Accountant prior to execution by the authority of the awarding authority. No amendment, change order, or change to the Contract shall be made until after the written execution of the amendment, change order, or change to the Contract by both parties. All amendments, change orders and changes to this Agreement shall be in accordance with M.G.L. c.30B, §13.

Article 11: INSURANCE:

The Contractor shall carry insurance as described in the Bid Specifications. The Contractor is required to furnish a certificate of liability insurance naming the Town as an additional insured in the amount set forth in the Bid Specifications.

Article 12: BONDS:

The Contractor is required to furnish performance and payment bonds in an amount equal to 100% of the contract price. Said surety must be authorized to do business in the Commonwealth of Massachusetts.

Article 13: NOTICES:

All notices hereunder shall be given to the Town and the Contractor at the following addresses and shall be by first class mail or in hand delivery

To the Town:

Lunenburg School Committee
1025 Massachusetts Avenue
Lunenburg, MA 01462

To the Contractor:

Dec Bus Service Inc
33 Great Road
Shirley MA 01461

Copy to:

Town Manager
17 Main Street

P.O. Box 135
Lunenburg, MA 01462

Pursuant to M.G.L. c.62C §49A, I certify under the penalties of perjury that I have complied with the laws of the Commonwealth of Massachusetts relating to taxes.

04-205-41564
Social Security Number or Federal Identification Number

DEL BUS SERVICE INC
Signature of Individual or Corporate Name

By: [Signature]
Corporate Officer (if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Contractor
DEL BUS SERVICE INC
PRESIDENT [Signature]
Title

Town of Lunenburg, School Committee
Acting by and through the Director of
Administration and Finance

[Signature]

Approved as to availability of Funds:
[Signature]
B5F1267A2E31445
Town Accountant 5/23/2025

Approved as to Form:
[Signature]
Town Counsel 05-23-2025