

**Town of Reading/Reading Public Schools
Custodial Services For 4 Municipal Buildings Contract Agreement**

This agreement made this 26th day of June 2003 by and between the Town of Reading acting by its School Committee, without personal liability for the members thereof, herein called "The Town" and S J. Services Inc. hereinafter called "the Contractor", and witnessed that the Town and the Contractor for consideration hereinafter named agree as follows.

Scope of Work

The contractor shall furnish all labor, tools, materials and equipment required to perform custodial services for four Municipal Buildings according to specifications attached hereto and incorporated by reference.

Contract Document

The following are incorporated herein by reference, as if specifically set forth herein and together with this agreement shall constitute the Contract.

**Invitation For Bid, Instruction to Bidders, General Conditions, Contract,
Bid specifications, Certificates of Non-Collusion, Certificate of Tax Compliance
Certificate of Corporate Bidder, Form of General Bid for Custodial Services**

Time of Completion

The work to be performed under this contract shall be faithfully executed day to day thereafter and completed in its entirety by June 30th, 2004, June 30th, 2005 or June 30th, 2006 depending on whether the contract is renewed by the Town at its discretion.

Contract Price

The Town shall pay the Contractor only for actual services performed by the contractor to the Town at the price stated upon the form of general bid.

Payment - The Contractor shall submit a single monthly invoice, which the Town shall pay within 30 days of receipt, for the work performed during the preceding month. The invoice shall list the monthly price for each municipal building serviced, less any relevant reductions described in the Specifications.

Cancellation - This contract may be canceled at any time if adequate funding is not authorized by the Town. Reading Public Schools may cancel this contract at any time without cause upon thirty days prior written notice. Reading Public School may cancel this contract at any time with just cause upon twenty-four hours written notice.

Assignment -The Contractor shall not assign or sublet (subcontract) any part of this contract without previous written consent of Reading Public Schools.

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Responsibility For Claims - The Contractor shall indemnify and save harmless Reading Public Schools, its School Committee, and all of its officers, agents and employees against all suits, claims or liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of or in consequence of the acts of, or failure to act by, the Contractor, his employees, agents and subcontractors (if any) in the performance of the work covered by the Contract and for failure to comply with the terms and conditions of said contract.

Required Terms

The contract shall be considered to include all terms and conditions required to be included in it by Massachusetts General Laws, as amended, as though such terms were set forth in full therein.

In Witness whereof, the parties hereto have set their hands and seals, The Town of Reading, by its Superintendent of School, by vote of School Committee, who however, incur no personal liability by reason of the execution hereof or anything herein contained, and the Contractor, as of the day and year above stated.

Town of Reading

By 
Superintendent of Schools
Acting for and by vote of

The Reading School Committee

By _____
David J. Shea
S.J. Services Inc.

20 Locust Street

Danvers, MA 01923