

CONTRACT FOR SERVICES

DATE OF CONTRACT: , 20__

OWNER: Regional School District 12 ("District")
11A School Street
Washington, CT 06793

CONTRACTOR:

SERVICES: ("Service")

LOCATION(S):

(the "Service Site")

I. The Service and the Work

The Service shall consist of all necessary permits, labor, material and required equipment to complete the Service more particularly described on Exhibit A attached hereto (the "Scope of Work").

The term "Work" means the design, construction and services required by, reasonably inferable from and as necessary to produce the results intended by the Scope of Work, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations and to complete the Service.

II. Standard of Care and Safety

The Contractor shall be responsible for the performance of the Work and the completion of the Service (i) in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities having jurisdiction; (ii) in a good and workmanlike manner; and (iii) consistent with the prevailing applicable professional or industry standards and sound practices (the standards of this Article II shall be referred to herein as the "**Contractor's Standard of Care**"). The Contractor shall exercise, and shall ensure that its consultants and Subcontractors shall exercise, the Contractor's Standard of Care in performing all aspects of the Work. The Contractor shall perform the Work as an independent contractor.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law (including without limitation the requirements of the Occupational Safety and Health Act of 1970) in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to persons performing the Work, the Work itself (including materials and equipment to be incorporated therein), and other property at or adjacent to the Service Site. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor or any other Responsible Party (as hereafter defined).

If school is in session when work is in progress, the Contractor shall comply with the Background Check and Employment History Checks set forth in Exhibit C.

III. Nondiscrimination

The Contractor shall not discriminate, and shall prohibit its subcontractors from discriminating, against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin or age or otherwise in any manner prohibited by applicable local or federal law.

IV. Site Security/Background Checks

The Contractor shall immediately remove any individual performing Work on the Service from the Service Site if it becomes known to the Contractor that such person may be a danger to the health or safety of the District, its students, or its community, or at the request of the District, in its sole discretion. The Contractor shall include, and shall require its Subcontractors to include, this Article IV in all subcontracts for the Service.

V. Contract Term

The term of this contract is for ____ year (s) commencing _____ and ending _____

VI. Contract Sum

The District shall pay the Contractor the Contract Sum in accordance with this Contract for the Contractor's performance of the Work in compliance with the Contract Documents. The Contract Sum shall be the stipulated amount of **THOUSAND HUNDRED and 00/100 Dollars (\$)**.

The District is a tax-exempt entity. The Contractor shall be familiar with the current regulations of the Connecticut Department of Revenue Services and the sales or use tax on materials or supplies exempted by such regulations shall not be included as part of the Contract Sum.

VII. Invoice and Payments

Contractor shall submit itemized monthly invoices to the District by email to ap@region-12.org for all Work completed through the invoice date. Requests may include payment for materials and equipment delivered and suitably stored at the Service Site for subsequent incorporation in the Work. Payment shall be made by check by the District within thirty (30) days of receipt of the invoice.

The Contractor shall pay each subcontractor, no later than seven (7) days after receipt of payment from the District, the amount to which the subcontractor is entitled.

The Contractor expressly undertakes to indemnify, defend and hold the District harmless, at the Contractor's sole cost and expense, against any actions, lawsuits, or proceedings brought against the District as a result of claims made against the District or liens filed against the Work, the Service Site and/or any improvements thereon (referred to collectively as "**Claims and Liens**"), by the Contractor, any other Responsible Party or anyone claiming by, through or under any of them. The Contractor's obligations under this paragraph are conditioned upon the District having fulfilled its payment obligations to the Contractor with respect to the Work that is the subject of the Lien or claim and for which indemnification is sought.

VIII. Permits

The Contractor shall be responsible for obtaining all permits, licenses, inspections and approvals required by law for the performance and completion of the Service.

IX. Changes

The Contractor shall not make any changes in the Work required under this Contract except as ordered by the District in writing or pursuant to a written agreement signed by both the Contractor and the District that states with specificity (i) the changes in the Work and (ii) any associated adjustment in the Contract Sum.

X. Subcontractors

The Contractor shall be responsible to hire and manage all subcontractors required to complete the Service. The Contractor is responsible to insure that Subcontractors possess all necessary insurance, licenses and clearances to provide services in support of the Service. Contractor shall indemnify and hold harmless the District from all claims of any nature asserted by any Subcontractor against District. The Contractor shall be fully responsible for the coordination and timely completion of the Work in accordance with the Scope of Work, whether performed by or

for the Contractor or subcontractors. The Contractor shall also have sole responsibility for the means, methods, techniques, sequences and procedures for all portions of the Work.

XI. OSHA Training

To the extent required under Section 31-53, Contractor shall be responsible to comply with requirements for OSHA trainings.

XII. Insurance and Indemnity

A. Insurance

The Contractor shall maintain insurance as required under Exhibit B attached hereto and made a part hereof.

B. Indemnity

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its agents, officials, board members, committee members, representatives and employees (each, an "Indemnatee") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor or any other Responsible Party. The foregoing indemnity shall include, without limitation, claims, damages, losses and expenses associated with the failure of the Contractor or any other Responsible Party to properly handle, remove or dispose of toxic materials, chemicals, hazardous materials or hazardous substances. The foregoing indemnity obligations shall not include liability for damage arising out of bodily injury to person or damage to property caused by or resulting from the negligence of the Indemnatee seeking indemnity, or such Indemnatee's agents or employees.

XIII. Access to the Property Site

The District shall have access to the Service Site and the right to inspect the Work at any time with or without the presence of the Contractor.

XIV. Warranties

The Contractor warrants to the District that: (1) materials and equipment furnished by the Contractor will be new and of good and workmanlike quality unless otherwise required or permitted by the Scope of Work; (2) the Work performed under the Contract will be free from defects; and (3) the Work performed under the Contract will conform to the Scope of Work.

XV. Termination

A. Termination by the District

The District may terminate this Contract if the Contractor:

- (a) Does not perform the Work, does not perform it timely, or performs the Work in a manner that is substandard in the sole discretion of the District;
- (b) Refuses or fails to supply enough properly skilled workers or proper materials;
- (c) Fails to make payment to subcontractors for materials or labor in accordance with the respective agreement between the Contractor and the subcontractor and as required by this Contract;
- (d) Disregards laws, ordinances, rules, or regulation or orders of a public authority having jurisdiction; or
- (e) Otherwise materially breaches the terms of this Contract.

If one of the above reasons for termination exists, the District may, upon three (3) days prior written notice to the Contractor, terminate this Contract. Upon termination, Contractor shall cease all Work and shall submit an final invoice for all Work completed prior to the date of termination

The District may also, at any time, and without prejudice and without waiving any other rights or remedies the District may have, terminate this Contract for convenience upon thirty (30) days' notice to the Contractor, in which case, the Contractor shall be entitled to receive payment for all Work executed in accordance with the Contract.

B. Termination by the Contractor

If the District repeatedly fails to make payment of amounts due and payable to the Contractor under this Contract for a period of thirty (30) days beyond the due date for such payment, or if the Work is stopped by public authority for thirty (30) consecutive days or by deliberate act of the District not due to the fault of the Contractor or any Responsible Party for thirty (30) consecutive days, the Contractor may, upon seven (7) additional days' written notice to the District, terminate the Contract and recover from the District payment for Work executed in accordance with the Contract Documents and direct costs incurred by reason of such termination. The District's obligation for payment under this subsection C shall survive termination of the Contract. The Contractor's notice of termination must state with specificity the means by which the District may cure its nonperformance, and the Contractor shall not terminate this Contract if, within the applicable seven (7) day notice period, the District substantially takes such curative measures.

Where the Contract requires one party to notify or give notice to the other party, such notice shall be provided in writing to the receiving party's address as set forth on page 1 of this Contract. Such notice shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic mail.

XVI. Amendments and Modifications

This Contract may only be amended or modified by a written amendment signed by both the District and the Contractor.

XVII. The Governing Law, Assignment and Miscellaneous Provisions

This Contract will be construed, interpreted, and applied according to the laws of the State of Connecticut. This Contract shall not be assigned without the prior written consent of the District and the Contractor. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. The Contract Documents contain the entire agreement between the parties hereto with respect to the subject matter contemplated herein.

XVIII. Effective Date and Signature

This Contract shall become effective on the date it is signed by both parties.

The undersigned, have read, understood, and agree to be bound by each of the provisions of this Contract and hereby acknowledge receipt of a copy of this Contract.

Signed and agreed by:

DISTRICT:

CONTRACTOR:

REGIONAL SCHOOL DISTRICT 12

By: _____

By: _____

Title: Superintendent

Name: _____

Date:

Title: _____

Date:

Exhibit A - Scope of Work

Exhibit B - Insurance Requirements

Exhibit C - Background Check Requirements

EXHIBIT A
REGIONAL SCHOOL DISTRICT NO. 12 (“Region 12”)
SCOPE OF WORK
for

EXHIBIT B

INSURANCE REQUIREMENTS

Contractor shall purchase and maintain without interruption from the date of commencement of the Work until the date of final payment and for the additional periods specified herein, the following insurance, and all insurance that may be required under any applicable Legal Requirements (as defined in Section 3.7.2 of the General Conditions), written by insurance companies with a rating of at least an "A-VIII" in the latest addition of A.M. Best. If Contractor fails to obtain and keep in force the insurance required hereunder, District may (but shall not be obligated to) obtain and maintain the required insurance in the name of Contractor and the cost thereof shall be payable by Contractor to District on demand. Failure to maintain the insurance coverage required or failure to comply fully with any of the insurance provisions as may be necessary to carry out the terms and provisions of the Contract Documents shall be deemed to be a material breach of the Contract Documents. Insurance requirements are independent of, and in addition to, Contractor's liability under the Contract Documents. Nothing in the Contract Documents shall be deemed to limit Contractor's liability under the Contract Documents to the limits of the insurance coverages required hereunder. Contractor shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required hereby. The limits and coverages set forth herein are the minimum requirements under the Contract Documents. The inclusion of these minimum requirements shall not be interpreted to restrict the rights of the Additional Insureds (as hereafter defined) to the stated minimum coverage amounts in the event the Contractor maintains coverage at higher limits.

1. **Commercial General Liability** (CGL) insurance on an "occurrence" basis for bodily injury and property damage that may arise out of or result from Contractor's operations and completed operations under the Contract Documents, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, along with other coverages available to the Contractor under the CGL policy, each of the following:

(a) At a minimum, the following limits and coverages:

(i) \$1,000,000 each occurrence or the full per occurrence limits of the policy, whichever is greater

(ii) \$1,000,000 personal and advertising injury or the full personal and advertising injury limits of the policy, whichever is greater

(iii) \$2,000,000 general aggregate or the full general aggregate limits of the policy, whichever is greater

(iv) \$2,000,000 products-completed operations aggregate or the full products-completed operations aggregate limits of the policy, whichever is greater

(b) Coverage for ongoing operations, independent contractors, and any persons or entities performing work on behalf of Contractor.

(c) Products and completed operations coverage, which coverage shall be maintained in effect for a period equivalent to the statute of repose for the state in which the Service is located.

- (d) An appropriate endorsement acceptable to District stating that "limits apply per project."
- (e) Contractual liability coverage to the same or greater extent as covered under ISO commercial general liability coverage form CG 00 01 10 04.
- (f) Contain a severability or separation of insureds clause.
- (g) The insurance maintained by Contractor shall be primary with respect to the interest of the District, and any other insurance or self-insurance maintained by the District or the Additional Insureds is in excess and shall not contribute to Contractor's insurance in all instances regardless of any like insurance that District or the Additional Insureds may have.
 - (i) No exclusion or limitation for residential construction.
 - (j) Waiver of Subrogation endorsement in favor of District.

2. Professional Liability

- a. Minimum coverage for each claim \$1,000,000
- b. Minimum annual coverage \$1,000,000
- c. Maximum deductible \$25,000
- d. Extended reporting period for six (6) years following the termination of this Agreement

3. Contractor's Pollution Liability insurance in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

4. Commercial Automobile Liability coverage to include owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by Contractor or its subcontractors, including each of the following:

- (a) A combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to Subcontractors or others providing services to Contractor).
- (c) Waiver of Subrogation endorsement in favor of District.

5. Follow-form umbrella (excess) liability insurance with a limit of \$5,000,000 each occurrence and \$5,000,000 aggregate in excess of the general liability, employer's liability and business automobile liability coverages required of Contractor under this Schedule. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance. Aggregate limits of liability shall apply separately with respect to the Service.

6. Workers' Compensation insurance, including employer's liability, for all persons whom Contractor employs (or uses as subcontract labor if the subcontractor is uninsured) in carrying out any Work. Such insurance shall be in strict compliance with the requirements of the most current

and applicable workers' compensation insurance laws in effect from time to time in the state(s) where the Work is performed, and shall include the following:

(a) Coverage A (Workers' Compensation) - pursuant to statutory requirements

(b) Coverage B (Employer's Liability)

At a minimum, the following limits and coverages:

(i) \$1,000,000 for each accident, for bodily injury by accident

(ii) \$1,000,000 for each employee, for bodily injury by disease

(iii) \$1,000,000 for each disease policy limit

(c) Waiver of Subrogation endorsement in favor of District.

7. **Property insurance** providing coverage for property in which Contractor retains the risk of loss including their own equipment, (stationary or mobile), tools (including employee tools), supplies, materials, or any other property owned or leased by Contractor. If Contractor chooses to self-insure any of the property described under this Section, it is agreed that Contractor shall hold District and its representatives, agents and employees harmless for any loss or damage to that property.

8. **Additional Insureds.** The District and such others as required by the District (collectively, the "Additional Insureds") shall be named as additional insureds under the Contractor's CGL policy, Commercial Automobile Liability policy, umbrella (excess) liability insurance policy and Pollution Liability policy. Additional insured endorsements in the form of Form No. CG 20 10 10 01 and Form No. CG 20 37 10 01 (or equivalent forms of endorsement acceptable to District) naming the Additional Insureds as required herein, shall be provided to the District prior to the commencement of the Work.

B. Subcontractor's Insurance. Contractor shall require that each subcontractor comply with the insurance requirements above with the exception of that set forth in paragraphs 5 and 3, and, unless the subcontractor has some design responsibility associated with the Work, paragraph 2. Before permitting any of its subcontractors to perform any Work, Contractor shall obtain a certificate of insurance from each such subcontractor evidencing that such subcontractor has obtained the required minimum insurance and has added those entities as Additional Insureds with respect to the Commercial General Liability and Commercial Automobile Liability insurance as required herein. All policies of subcontractors shall include a waiver of any right of subrogation of the insurers thereunder against Contractor and the Additional Insureds.

EXHIBIT C

PROHIBITED ACTIVITIES AND BACKGROUND CHECK REQUIREMENTS

Prohibited Activities and Background Check Requirements

Contractor shall comply with all applicable law including, without limitation, Connecticut General Statutes Section 10-222c, as applicable, and with the requirements set forth in this Exhibit.

Interaction with School Community.

The scope of the Work does not, and will not under any circumstances, require any contact with students or any other minors physically present in the facilities of, or the grounds surrounding, the school where the Service is located (the “School Grounds”). None of the Contractor, Subcontractors, Sub-subcontractor, or any of their respective employees, agents or representatives shall, under any circumstances, converse or interact in any manner, with students or any minors physically present on the School Grounds. None of the Contractor, Subcontractors, Sub-subcontractor, or any of their respective employees, agents or representatives shall interact with any adult members of the school community (including, without limitation, employees, officials, or visitors, including parents of students enrolled in the District’s schools) with respect to the Service with the exception of the District’s Designated Representative as provided in the Contract. All of the Contractor, Subcontractors, Sub-subcontractors, and their respective employees, agents or representatives shall, while on the School Grounds, refrain from use of vulgar language, obscene gestures, or any other behavior inappropriate for a school environment and/or property on which minor children are or may be present.

Background and Employment History Checks.

To the extent permitted by law, the Contractor shall perform (or cause to be performed) as regards all of its employees, agents, and representatives (each, a “Contractor Employee”), and all of the employees, agents, and representatives of Subcontractors and Sub-subcontractors (each, a “Subcontractor Employee”), who will be physically present on the School Grounds in connection with the Service, appropriate background checks on all such Contractor Employees and Subcontractor Employees. Such background checks shall include, at a minimum and without limitation, a search of both the Connecticut Department of Emergency Services and Public Protection’s sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families. For those Contractor Employees and Subcontractor Employees who are to be physically present on the School Grounds in connection with the Service and whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Emergency Services and Public Protection’s sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families registry shall be checked. The Contractor shall complete (or cause to be completed) background checks as to each Contractor Employee and Subcontractor Employee prior to such Contractor Employee or Subcontractor Employee being permitted to be physically present on the School Grounds. If the Contractor receives any information indicating that any Contractor Employee or Subcontractor Employee may be registered as a sexual offender, may have a record of abuse or neglect, or is, in any other manner, unfit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present, the Contractor shall immediately forward such information to the District, to the extent

permitted by law, and shall immediately remove the individual from the School Grounds and from participation in the Service.

Contractor represents and warrants that, in its best professional judgment, each Contractor Employee and each Subcontractor Employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present. The Contractor shall immediately remove any Contractor Employee or Subcontractor Employee from the School Grounds and from the Service if requested to do so by the District (which request shall be made in the District's sole discretion) or if it becomes known to the Contractor that such Contractor Employee or Subcontractor Employee may be a danger to the health, safety or well-being of the school community, its students, or any minor children. A request by the District to remove any Contractor Employee or Subcontractor Employee from the School Grounds and from the Service shall not constitute a breach of the Contract.

The Contractor shall include and shall require all Subcontractors to include this Exhibit in all subcontracts for the Service.

By execution of the Contract, the Contractor represents and warrants that it has fully complied with the requirements of this Exhibit. To the extent permitted by law, the Contractor agrees that upon the District's request, Contractor shall promptly provide the District with any documentation related to such compliance, including, without limitation, the results of the background and employment history checks required by this Exhibit. Failure by the Contractor to comply with its obligations under this Exhibit shall constitute a material breach of the Contract.