**SECTION I (Signature Page)**

This Service Contract (“Contract”) is hereby entered into this [INSERT DAY] day of [INSERT MONTH, [INSERT YEAR], by and between Springfield College, located at 263 Alden Street, Springfield, MA 01109 (“College”) and [INSERT NAME OF CONTRACTOR], located at [INSERT ADDRESS OF CONTRACTOR] (“Contractor”). College and Contractor are collective referred to as the “Parties” or individually a “Party”.

The purpose of this Contract is to document the terms and conditions upon which Contractor has agreed to perform certain services, as described herein, for the benefit of College.

This Contract is comprised of four (4) sections, this Section I (Signature Page), Section II (Terms and Conditions), Section III (Specifications) and Section IV (Project Description & Fees), all of which are attached hereto and made a part hereof.

Now, therefore, in mutual consideration of the promises and agreements set forth herein, College and Contractor hereby agree to the terms and conditions outlined herein.

**IN WITNESS WHEREOF, THIS SERVICE CONTRACT IS EXECUTED IN DUPLICATE BY THE PARTIES UNDERSIGNED DULY AUTHORIZED REPRESENTATIVES AS FOLLOWS AND ON SECTION IV HEREIN.**

**SPRINGFIELD COLLEGE [INSERT CONTRACTORS NAME]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION II (Terms & Conditions)**

1. Relationship of the Parties.

College and Contractor intend that an independent contractor-purchaser of services relationship will be created by this Contract. Contractor is not to be considered an agent or employee of College for any purpose, and the employees of Contractor are not entitled to any of the benefits that College provides for the College employees. Contractor shall be responsible for completing and submitting to College an IRS Form W-9. It is understood that College does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for other schools while Contractor is under contract with College.

1. Responsibilities of Contractor.
2. Contractor shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Contract unless otherwise agreed to in writing by the Parties or set forth in Section IV. Any materials or items to be installed pursuant to this Contract shall be new and unused unless otherwise agreed to in writing by the Parties or set forth in Section IV.
3. Contractor shall timely pay its bills and shall not allow any mechanic’s liens to be filed against College or College’s property. If such lien is filed, Contractor will discharge such lien within thirty (30) days of filing.
4. Contractor represents and warrants that it is fully qualified to perform the work required under this Contract and that it has satisfied all training and certification required by manufacturers of equipment or materials to be installed.
5. Contractor shall furnish duly qualified, trained and experienced employees and foremen supervisors to carry out the work to be performed by Contractor under this Contract. Persons hired by Contractor shall be and remain Contractor’s employees, and Contractor shall assume all liability for its personnel and their actions. Uniforms and/or identification shall be worn at all times by Contractor’s employees while conducting work on College property. All uniforms will be provided by Contractor. When working on College property, all Contractor personnel will be required to check in daily and to wear identification issued by College, unless other specific instructions are issued by College’s Director of Public Safety or Director of Facilities and Campus Services.
6. Contractor certifies that Contractor and any employees performing services for College on behalf of Contractor have not been convicted of any misdemeanor sex offense or any felony. In the event Contractor or any employee performing services for College on behalf of Contractor is convicted of such, Contractor shall immediately notify College in writing and remove said individual from performing services hereunder.
7. Contractor shall comply with the instructions pertaining to conduct and all rules and regulations, including check-in procedures, issued by College’s Director of Public Safety, Director of Facilities and Campus Services, or other College representative designated by College. Contractor shall at all times enforce strict discipline and require its personnel to observe all fire prevention, security and safety rules and regulations in force at the site of the work.
8. Contractor shall provide adequate supervision at all times of the work which Contractor’s employees, subcontractors and other personnel are performing under this Contract to insure its completion and satisfactory performance in accordance with the terms of this Contract. In the performance of the work herein contemplated, Contractor is an independent contractor with the authority to control and direct its employees in their performance of the work. However, the work contemplated herein must meet the approval of College and shall be subject to College’s general right of inspection and supervision to determine and secure the satisfactory completion thereof.
9. Contractor agrees to comply with all federal, state and local laws, rules, regulations and codes that are now or may in the future become applicable to Contractor, Contractor’s business, equipment, and personnel engaged in operations covered by this Contract, or which are otherwise applicable to the performance of this Contract. Contractor shall take all precautions necessary and shall be responsible for the safety of the work hereunder and shall maintain all lights, barriers, signs, temporary passages, or other protection necessary for this purpose. Contractor shall make available to College a copy of its safety manual and all applicable safety procedures.
10. Records of Contractor’s cost pertaining to Contractor’s compensation under this Contract will be kept in accordance with generally accepted accounting practices. College shall have access to and the right to examine any of Contractor’s records involving transactions related to this Contract for a period of up to three years after final payment.
11. All work shall be done at Contractor’s risk. Contractor shall obtain all applicable permits and licenses and pay all related fines unless otherwise specified in Section IV.
12. Prior to proceeding with the work, and allowing a reasonable time for the resolution of questions that may arise, the Contractor will thoroughly evaluate the requirements of Project, including any drawings and specification; inspect existing conditions at the project site; and take, determine, investigate and verify all field measurements, dimensions and field construction criteria necessary for the performance of the scope of work. Contractor will promptly notify College’s primary contact if Contractor observes or is aware of any defect, omission or inconsistency in the drawings and specifications or between the drawings and specifications and the field conditions, or if a portion of the drawings or specifications is at variance with applicable law.
13. The Contractor’s submission of its bid and pricing shall constitute its representation that it has thoroughly inspected any drawings, specifications and project conditions for the applicable project. Subject to an allowance agreed upon, if any, Contractor represents that it will not seek additional costs or an extension of time due to: (i) the inadequacy, lack of completeness or lack of coordination of any drawings, specifications, or established conditions for the project, or (ii) omissions in any drawings and specifications that are reasonably inferable as necessary to produce the results intended by the Contract and to provide the complete scope of work necessary for the project.
14. Contractor may not use College’s name and/or images of the project/work for advertising or promotion purposes (including listing College on a representative client list) without the prior written consent of College.
15. Indemnity and Liability.
16. Contractor shall indemnify, hold harmless and defend College, its trustees, directors, officers, agents and employees from and against any and all liability, losses, claims, damages and actions (including, without limitation, for injury (including death) to persons or property), and expenses of any kind and nature whatsoever (including, without limitation, attorneys’ fees), caused by any act or omission of Contractor or any of Contractor’s employees, agents, subcontractors or other personnel or otherwise sustained in connection with the performance of this Contract or by conditions created thereby, and whether based upon any violation of any statute, ordinance, building code or regulation or otherwise. Contractor shall also indemnify College for payment of any and all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to Contractor’s employees engaged in performance of this Contract.
17. Contractor shall bear all responsibility for any equipment owned, rented or otherwise used by Contractor, and for any material used by Contractor in the performance of this Contract, until such material is installed and accepted by College. College shall not be responsible or be held liable for any injury or damage to persons or property resulting from the use of any equipment, or failure of any equipment used by Contractor or any of its employees, subcontractors or other personnel, even if such equipment is furnished, rented or loaned to Contractor by College. The acceptance or use of any such equipment by Contractor or any of Contractor’s employees, subcontractors or other personnel shall be deemed to mean that Contractor accepts full responsibility for, and agrees to indemnify College against, any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such injury or damage is to an employee or the property of Contractor, other contractors, College, or any other person.
18. Contractor shall not utilize or hire any employee of College to assist in the performance of this Contract without the express prior written permission of College’s Director of Facilities and Campus Services. If any arrangement, however informal and of whatever duration, is authorized whereby employees of College are used by Contractor, they shall, while engaged in such work, be considered for all purposes employees of Contractor and not of College irrespective of the Party paying them. Contractor shall indemnify College against any and all liability, loss, cost, damage or expense (including, without limitation, attorneys’ fees) by reason of any act or omission of any such employee (whether or not use of such employee was authorized) while he/she is being used by Contractor.
19. Insurance.

Contractor shall secure, pay the premiums for, and keep in force until the expiration of this Contract and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed and indemnification given by Contractor under this Contract. Contractor shall provide College with certificates evidencing the required coverage before Contractor begins work hereunder. Coverage afforded under these policies will not be canceled and no material changes will be made until at least thirty days prior written notice has been given to College. Contractor shall add College as an additional insured, as well as the certificate holder.

COMPREHENSIVE GENERAL LIABILITY

General Aggregate Limit $1,000,000

Products Completed Operations Aggregate $1,000,000

Personal Injury $1,000,000

Each Occurrence Limit $1,000,000

Fire Damage Limit $100,000 any one fire

Medical Expense Limit $5,000 any one person

COMPREHENSIVE AUTOMOBILE LIABILITY including non-ownership and hired car coverage as well as owned vehicles:

Bodily Injury & Property Damage $1,000,000 per accident

(Combined Single Limit)

UMBRELLA/EXCESS LIABILITY $3,000,000

WORKERS’ COMPENSATION As required by applicable state law\*

\* College expects sole proprietors to carry workers’ compensation even though such is not required under Massachusetts law. If Contractor is a sole proprietor and does not carry workers’ compensation, a specific, written waiver of this requirement must be approved by College’s Purchasing Department and Office of General Counsel before this Contract is executed.

1. Billing.
   1. College shall issue a Purchase Order upon signing of this Contract. All invoices must include the assigned Purchase order number.
   2. All bills shall be sent to College to the attention of the Accounts Payable Department at the address set forth in Section I of this Contract. College is tax exempt and therefore College is not responsible for any sales tax. The Contract price stated shall be deemed inclusive of all labor and materials unless otherwise specified.
   3. Prior to final payment of this Contract, Contractor shall execute and deliver to College a written release discharging College, its officers, and employees from all liabilities, claims, obligations and demands arising from this Contract.
2. Specifications.
3. All services performed by Contractor under this Contract shall be performed in accordance with the specifications set out in Section III. However, College may at any time, by written order, make changes within the general scope of this Contract. If such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work under this Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both and this Contract shall be modified in writing accordingly. Only the College’s Senior Vice President for Finance & Administration and/or Controller is authorized to sign a modification to this Contract that involves an amount in excess of $10,000 or 10% (whichever is less) of the total Contract Amount.
4. Contractor shall leave the job site in a clean and orderly condition at the conclusion of each work day.
5. Termination.
   * + 1. This Contract may be terminated as follows:

* The Parties may mutually agree to terminate this Contract at any time by a signed written agreement.
* College may terminate this Contract at any time upon fifteen (15) days written notice to Contractor.
* A Party may terminate this Contract immediately by written notice to the other Party upon the occurrence of any of the following events involving the non-terminating Party:

1. Bankruptcy, receivership, or dissolution of the Party, as applicable;
2. The Party losing its ability to transact business;
3. Evidence of gross negligence, fraud, misappropriation/withholding of funds or embezzlement on the part of the Party;
4. A material breach of the terms and conditions of this Contract following a five (5) day opportunity to cure on the part of the Party; or
5. Refusal by the Party to abide by statutory or regulatory requirements

b. In the event of termination, all payments due Contractor for services for performance satisfactorily rendered or delivered through the actual date of termination will be paid by College. Any termination claim must be received by College within thirty (30) calendar days of the notice of termination. In no event shall Contractor be entitled to receive any amount representing anticipated profit on unperformed requirements which were interrupted pursuant to the termination of this Contract.

c. Contractor shall be liable to College for any and all costs incurred by College in excess of the costs it would have incurred in the absence of the termination, including delay damages and excess re-procurement costs, and consequential damages.

1. Confidentiality.

Contractor understands and acknowledges that during the course of performing services under this Contract, Contractor may be given access to, or encounter, confidential information concerning the business or affairs of College its employees, and/or students ("Confidential Information"). Contractor agrees that Contractor will not at any time, during or after the term of this Contract, without College’s prior written consent, reveal or disclose to any person outside of College, or use for Contractor’s own benefit or the benefit of any other person, any Confidential Information. Contractor agrees to be fully responsible for any breach of this Contract by anyone acting at Contractor’s direction or on Contractor’s behalf.

1. Notices.

Any notice required shall be in writing and shall be either sent by certified or registered mail, return receipt requested, postage prepaid or hand delivered to the Parties at the addresses specified in Section I.

1. Assignment and Subcontracting.

This Contract shall not be assignable by Contractor without the prior written consent of College. Contractor shall not use any subcontractors for any portion of this Contract without the prior written approval of College. If requested, Contractor shall provide a listing of subcontractors to College for approval in advance of commencing the work. Contractor is responsible for ensuring that any approved subcontractors maintain appropriate insurance in accordance with Section 4, above, and with all other terms and conditions of this Contract. Use of an unapproved subcontractor shall constitute cause for immediate termination of this Contract at the sole discretion of College.

1. Applicable Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The Parties agree that the exclusive forum for any dispute concerning this Agreement shall be the state courts of Massachusetts, and/or the appropriate federal venue.

1. Force Majeure

By reason of force majeure, College, in its sole and absolute discretion and at its option, and on written notice to Contractor, may (i) suspend this Contract for the duration of the event of force majeure and have no obligations under this Contract during such suspension or (ii) immediately terminate this Contract and have no further obligations to Contractor. The term “force majeure” shall include an act of God, epidemic, pandemic, war, riot, terrorism, fire, flood, storm or other severe adverse weather conditions, explosion, governmental restraint, acts of civil or military authorities, unavailability of essential personnel, vandalism, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not within the reasonable control of College.

1. Entire Agreement.

This Contract embodies the entire agreement between the Parties with respect to the subject matter hereof, and no oral agreement or written correspondence shall be held to alter the provisions hereof. To be valid, any subsequent change and modification to this Contract shall consist of a written amendment duly executed by both Parties.

**SECTION III (Specifications)**

Scope of Services

1. Workmanship, Building Codes, and Standards.
   1. All modifications, installations, renovations will be done in accordance with all applicable building codes and standards.
   2. Finished Work
      1. Must pass a final inspection by College and the Project Leader.
   3. Permits and Inspections
      1. Permits will be submitted for and attained by the Contractor.
         1. Permit submission may require schematic drawings.
      2. Inspections will be scheduled by the Contractor.
         1. It is the Contractor’s responsibility to pass all inspections and perform any corrective actions identified during the inspection Contractor shall notify Project leader of all inspection dates/times.
   4. General Workmanship will meet the expectations of College and the Project Leader.
2. Provide all labor, equipment, material, and consumables to:
   1. Complete all work and provide the equipment, tools, resources needed to perform the work.
   2. Complete material removal and clean-up.
3. Work site cleanliness
   1. The work site will be maintained in a clean and orderly state at all times.
   2. Dust and debris outside of the work space must be kept to a minimum.
   3. Kitchen, butler area, and affected areas will be thoroughly cleaned at the completion of work.
4. All trash, hazardous materials MUST BE REMOVED DAILY from the work areas.
   1. This includes but is not limited to hazardous items: painting/staining chemical and rags, cleaning products, large amounts of dust, glue/adhesives, etc.
   2. All hazardous materials must be identified and properly disposed.
      1. In accordance with material labels and EPA, MA Department of Environmental Protection, and other requirements.
   3. College has first right to all removed material.
   4. Removal of materials is responsibility of contractor.
   5. All materials brought on site shall be approved by College prior to use and Contractor shall provide, where applicable, Material Safety Data Sheets.
5. Any storage of hazardous materials within the building or directly adjacent to the building must be approved by College. If approved, all hazardous materials must be properly stored.
6. Work site safety will be maintained and strictly adhered to.
   1. Contractor must follow all College safety policies and standards.
      1. Where none exist – the Contractor will provide a copy of their safety procedures which must meet the minimum standards set forth by OSHA and Massachusetts and local law, as applicable.
   2. All OSHA safety standards must be strictly adhered to.
      1. It is the Contractor’s responsibility to ensure safety compliance and the overall safety of the workers and jobsite.

Administration

1. Contractor will maintain schedule and update College weekly on progress in accordance with the schedule.
   1. Provide weekly updates to College. These updates will be either in meeting, email, or written form and will provide:
   2. Project cost forecasts to include the project’s cost to date, all future costs, and any anticipated changes in these items.
   3. Schedule updates for work completed, changes in future completion dates, and anticipated schedule for the next week.
   4. Coordination items required for the execution of the work.
2. Correspondence (email and/or hardcopy) shall be used to identify changes in design, scope, etc. and identify decisions that have been made.
3. Changes to scope of work:
   1. Must be submitted in writing and approved, in writing, by the Project Leader before change work started.
   2. Must be accompanied by the resulting change in schedule, change in the costs of the project, and written reason for the change.
4. Submittals need to be completed early due to the short construction time frame.
   1. Submittals for smaller items may be done verbally at the discretion of the Project Leader.
5. Permits:
   1. Contractor shall submit and obtain all required building permits.
   2. Permits shall be obtained prior to commencement of any on site work (unless specifically authorized).
   3. Coordinate with the City of Springfield Building Inspector and Fire Marshall to schedule and complete all required inspections.
      1. Notice shall be given to College of the date and time of all scheduled inspections.
   4. College must also be notified of any unscheduled visits by an inspector. Notification shall occur as soon as it is know there is an inspector on-sight.
   5. Every effort shall be made to ensure College is present for all inspections. Approval must be given for any inspection to occur without the College Project Leader.
   6. It is the Contractor’s responsibility to pass all inspections and perform any corrective actions identified during the inspection.
6. Trade Licenses:
   1. All craft will have the appropriate and required licensing for the work being performed.
   2. All licenses will be furnished by the Commonwealth of Massachusetts.
7. Invoicing/Payment:
   1. Invoices shall be detailed and breakdown all costs into a minimum of labor, materials, equipment, and administration costs.
   2. All invoices must be received within thirty (30) days of completion of the project.
   3. College is a tax exempt institution and invoices shall exclude sales tax.
8. Completion of Work
   1. All work is complete.
   2. All inspections performed by the City of Springfield and other applicable entities are passed.
      1. A furnished copy of all final inspections performed is provided to College.
   3. All materials, equipment, rentals, etc. removed from the work site and College property.
   4. Work site is cleaned and cleanliness inspection completed with the Project Leader.
   5. Final walk-through of work site and installation completed with College Project Leader.
9. College General Policies
   1. Contractor is not permitted inside any residence hall unless escorted by a College employee.
   2. **College is a smoke and tobacco free campus.** Smoking (including the use of e-cigarettes) and the use of all tobacco products is expressly prohibited on any College property, including outdoor spaces. Contractor is responsible for complying with the College’s Smoke-free, Tobacco-free Policy.
   3. Working hours must be between 7am – 4pm, unless otherwise noted in Section IV.
      1. Work outside this time is permitted with proper coordination to facilitate school/classroom hours
   4. Break areas will be provided by the Contractor.
10. Parking
    1. All Contractor vehicles must park in the spaces designated by College so as to not limit access by neighbors and other College operations.

**SECTION IV (Project Description & Fees)**

1. Project Description.

Contractor shall provide construction oversight services and perform the work necessary to: [INSERT DESCRIPTION OF PROJECT/WORK OR STATE “SEE ATTACHED”]

1. Contract Amount.

Total Fee: $[INSERT]

Schedule of Payments: [Monthly in arrears, net 30 days after receipt of invoice *or* other schedule as identified based upon length of project]

[10%] will be held until final walkthrough complete

1. Contract Term.

This Contract is effective [DATE], and finishes on the completion of work on or before [DATE].

1. Project Leads.

The Parties identify the following as their respective Project Leads/Points of Contact for the above project:

College: Contractor:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (Office): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone (Office): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (Cell): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone (Cell): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Additional/Future Projects.

This Contract, Sections I, II and III, may be utilized for additional projects provided the Parties have executed an additional Section IV, with the applicable terms and conditions identified for said additional project.

***Use the following signature line only for additional projects.***

**SPRINGFIELD COLLEGE [INSERT CONTRACTORS NAME]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROJECT DESCRIPTION

[INSERT PROJECT DESCRIPTION OR DELETE THIS PAGE IF PROJECT DESCRIPTION IS INCORPORATED ON PRIOR PAGE UNDER SECTION IV(1)]