

## **CONTRACT FOR HVAC SERVICES**

This Agreement is made this **27th** day of **July**, 2020, by and between **WARREN COUNTY SCHOOL DISTRICT** (hereinafter "**District**"), and **SCOBELL COMPANY, INC.** (hereinafter "**Independent Contractor**" or "**Contractor**").

**WHEREAS**, the District desires to engage the services of an Independent Contractor to provide HVAC services; and

**WHEREAS**, Contractor is an Independent Contractor wishing and agreeing to provide such services; and

**NOW, THEREFORE**, inconsideration of the mutual promises and covenants hereinafter provided and intending to be legally bound hereby, the District and Independent Contractor covenant, promise and agree to the following terms and conditions:

### **ARTICLE 1. TERM AND FORM OF AGREEMENT**

1.01 The term of agreement shall commence on **July 27, 2020** and shall continue until all requested services have been completed or upon any prior termination of this Agreement as provided below.

1.02 Independent Contractor, while engaging in and carrying out and complying with any terms and conditions of this Agreement is an Independent Contractor consistent with any state and federal laws to include any implementing regulations and all applicable policies regarding same. The Independent Contractor acknowledges and agrees that he is not an employee, officer or agent of the District. The Independent Contractor further acknowledges and agrees that he is not under any circumstances authorized or permitted to enter into or execute any agreement, contracts, or documents, which would in any manner obligate or bind the District.

### **ARTICLE 2. DUTIES**

2.01 The Independent Contractor shall provide HVAC services to the District, as requested from time to time by the District, with said services to include, but not be limited to, all work as listed under HVAC Technician in the Dictionary of Occupational Titles.

2.02 The Independent Contractor shall provide the services and perform the duties outlined in Item 2.01 above on an as-needed basis, as requested by the District. No specific amount of work is guaranteed or promised for Contractor.

2.03 The Independent Contractor shall maintain, at his own expense, any and all required licenses, permits and certifications to provide the services to the District.

2.04 Independent Contractor warrants he has in place appropriate liability insurance. In addition, Independent Contractor warrants that he has in place any necessary workers' compensation insurance for himself and any employees. Independent Contractor agrees to provide proof of such insurances to the District upon request.

2.05 Contractor shall determine all of the means and methods used to complete the HVAC work and shall be solely responsible for using proper care to protect all District property while performing said work.

### **ARTICLE 3. COMPENSATION AND BENEFITS**

3.01 As compensation for the services rendered under this Agreement, the Independent Contractor shall be entitled to payment at an **hourly rate of \$98.00 per hour for Technician; \$160 per hour for a Balancer**. District shall not be responsible, however, for paying any more than a total of **\$20,000.00**, regardless of the number of hours spent by Contractor.

3.02 Contractor may invoice District at whatever frequency and on whatever terms he normally may use, but any invoice shall provide District with sufficient detail to substantiate the work performed. Each invoice shall state clearly the date(s) covered by the invoice as well as a general description of the services provided, the hours (or partial hours) spent providing each service, and whether a Technician, Balancer, or both, was utilized for each hour (or partial hour) of service. Any partial hour worked shall be pro-rated on the invoice.

3.03 The Independent Contractor acknowledges and agrees that he shall be responsible for the payment of all Federal, State and Local taxes; Social Security and FICA withholding; and all other deductions required by Local, State or Federal Law, from any compensation paid for the services rendered. The Independent Contractor acknowledges and understands that the District will not withhold any such taxes on his behalf and agrees to hold the District harmless for any failure on the Independent Contractor's part to pay such taxes and withholdings. At the conclusion of the fiscal year, the District shall issue a Federal Tax Form 1099 to the Independent Contractor, reflecting the compensation paid for the preceding fiscal year.

3.04 The Independent Contractor agrees that he is responsible for his own workers' compensation coverage as he is not an employee of the District. Nothing in this Agreement shall be construed as an Employment Agreement.

### **ARTICLE 4. TERMINATION**

4.01 This Agreement shall terminate when District determines it no longer has a need for the HVAC services provide by Contractor, when Contractor no longer desires to perform HVAC services for the District, when the \$20,000.00 threshold

specified in Section 3.01 of this Agreement is met, or in the event District determines that the Contractor has materially breached this Agreement or that the services of Contractor are not deemed satisfactory to the District.

4.02 The Independent Contractor's entitlement to any compensation under this Agreement shall cease upon the termination date.

#### **ARTICLE 5. INDEMNIFICATION**

5.01 To the fullest extent permitted by law, the Independent Contractor shall defend, release, indemnify and hold harmless the District and its successors and assigns, and its officers, directors, employees, agents and representatives from any and all claims, injuries, liabilities, damages, losses, causes of action, suits or any other rights that may inure to the Independent Contractor as a result of and/or in relation to the performance of the contracted services addressed by this Agreement and/or any other work performed for the District, including any and all expense, legal or otherwise, incurred by the District in the defense of any such claim or the enforcement of this Article.

5.02 The Independent Contractor hereby waives any applicable defense he might otherwise have under any applicable Federal or State Employment or Labor Laws.

5.03 This Article shall survive the termination or expiration of this Agreement.

#### **ARTICLE 6. GENERAL PROVISIONS**

6.01 This Agreement supersedes any and all other Agreements, either oral or written, between the parties and with respect to the services provided by the Independent Contractor to the District.

6.02 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

6.03 This Agreement may not be assigned. The Independent Contractor does not have the right to assign the rights under this contract or delegate its duties under this contract. If the Independent Contractor shall attempt to do so, the Agreement shall immediately terminate.

6.04 For any owner or employee that will have direct contact with children, Contractor agrees to be solely responsible, financially and otherwise, for ensuring compliance with 24 PS 1-111.1 (pertaining to employment history reviews); for ensuring compliance with all applicable criminal background check requirements (state and federal, with updates every 3 years as required by law) and ongoing reporting requirements relative to arrests or convictions; for ensuring compliance

with all applicable child abuse clearance requirements (with updates every 3 years as required by law) and ongoing reporting requirements relative to alleged child abuse; and for ensuring compliance with all applicable child abuse training and reporting requirements. Contractor acknowledges and agrees that any owner or employee of Contractor that will have direct contact with children is a mandated reporter of child abuse pursuant to 23 Pa.C.S.A. §6301, *et. seq.* Contractor shall be responsible for complying with District Policies 7020 and 5002, which can be accessed on the School District's website (<http://www.wcsdpa.org>) or provided to Contractor upon request.

Contractor shall maintain records documenting employment history reviews, criminal background checks, and child abuse clearances for all owners and employees that have direct contact with children and shall provide the District with proof of compliance before any individual is permitted to have contact with students of the School District. Contractor shall also maintain records that document child abuse training and ongoing reports received relative to arrests, convictions, or alleged child abuse. Upon receiving any such report relative to arrests, convictions, or alleged child abuse, Contractor shall immediately notify the School District's Superintendent in writing. The may at any time request access to any or all of the records identified in this paragraph and, upon receipt of such request, Contractor shall provide the District with access within 24 hours.

For purposes these provisions, the term "direct contact with children" shall mean, "the possibility of care, supervision, guidance or control of children or routine interaction with children."

Contractor agrees that that any violation of this provision by the Contractor shall constitute a material breach of this Agreement and shall be grounds for the School District's termination of this Agreement. Additionally, Contractor understands that a violation of this provision may legally bar the District from being able to contract with Contractor in the future.

To the fullest extent permitted by law and pursuant to Article 5 of this Agreement, Contractor agrees to indemnify, defend, and hold harmless the District and its successors and assigns, and its officers, directors, employees, agents and representatives from and against any and all losses, claims, actions, injuries, damages, liability, and/or expenses (including litigation and reasonable counsel fees) that arise out of, or that are in any way associated with Contractor's or its owner's, employee's, agent's, or third party contractor's failure to adhere to any of the requirements of this provision. Contractor's obligations to the District in this respect shall survive the termination of the Agreement and shall cover all claims regardless of when the claim is asserted.

6.05 This Agreement and the provisions contained therein should not be construed or interpreted for or against any party to this Agreement because that party drafted any part of its provisions.

6.06 There are no understandings between the parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by a written addendum signed by the parties hereto and approved by the District's Board of School Directors at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.

6.07 All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement, and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto.

**IN WITNESS THEREOF**, the parties have set their hands and seals the day and year first above written.

**Accepted and Agreed:**

WARREN COUNTY SCHOOL DISTRICT

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Board President

CONTRACTOR

\_\_\_\_\_  
Name  
Title  
Company