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|  | Construction Services Contract CONTINGENT ON FUNDING |

The Providence School District (“District” **or “PPSD”**), a department of the City of Providence located at 797 Westminster Street, Providence, RI 02903, and Click here to enter text.**, a company located at** Click or tap here to enter text.(“Consultant” or “Click here to enter text.”) enter into a contract on Click here to enter a date. for the provision of consultant services (“Contract”).

1. District agrees to engage Consultant, and Consultant agrees to perform personally, in a manner satisfactory to District, the following services:

Click here to enter text.

1. Unless discontinued earlier by District, the services are to be performed at various sites throughout the district.
2. District agrees to pay Consultant a fee of Click here to enter text. **and 00/100 Dollars** (**$**Click here to enter text.**.00)** as compensation for services rendered. Contractor shall be paid following the District’s inspection that the work performed was satisfactorily performed.
3. This Contract shall be in effect from Click here to enter a date. to Click here to enter a date. unless terminated by either party at any time, with or without cause. In the event of termination by District or Consultant prior to completion of the Contract, compensation shall be prorated on the basis of hours actually worked, and Consultant shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
4. Contractor agrees to obtain all permits and licenses necessary to substantially complete the scope of work identified in paragraph 1 of this Agreement, and agrees to pay all labor and material costs associated with the project, including if applicable, the applicable labor prevailing wage rate for any work performed in accordance with city, state and/or federal law.
5. Contractor shall upon District’s request, provide to District certified payroll records on a bi-weekly schedule and copies of any materialmen’s lien release for material provided in accordance with the scope of work identified herein.
6. Contractor may not assign this Contract to a third party without the written consent of the District. Contractor must conduct a criminal background check, at the Contractor’s expense, of all employees employed under this contract who interact with students, except District employees. Contractor shall provide a copy of the background check report(s) to the District, upon request.
7. Contractor is not an employee of District and is not entitled to fringe benefits, pension, workers’ compensation, retirement, etc. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Contractor.

Contractor understands products produced as a result of this Contract are the sole property of the District and may not be used by Contractor without the express written permission of the District.

1. Contractor agrees to hold the District and the City of Providence harmless from any and all damages incurred by District or City by reason of Contractor’s negligence or breach of Contract, including without limitation, damages of every kind and nature, including consequential damages, out-of-pocket costs, and legal expenses. If Contractor hires a Sub-Contractor, Contractor shall be fully responsible for the acts and omissions of any Sub-contractor hired by Contractor to perform the work described in this Contract and Contractor further agrees to hold the District and the City of Providence harmless from any and all damages incurred by District or City by reason of a Sub-Contractor’s negligence or breach of Contract, including without limitation, damages of every kind and nature, including consequential damages, out-of-pocket costs, and legal expenses.
2. Contractor agrees to perform the work to the industry standard workman like quality of the area, to the specifications provided to Contractor by the District and to the general satisfaction of the District. It further agrees to assign to the District any warranty for any product purchased and provided to District pursuant to this Agreement and provide all written documentation thereto.
3. This Contract is entire and complete, and no representations or warranties, agreements, or covenants, express or implied, or any kind of character whatsoever have been made by either party hereto to the other, except as in this Contract expressly set forth. This Contract may not be modified or amended in any way except by mutual agreement in writing and signed by each party.
4. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one (1) and the same instrument. A signature sent via facsimile or e-mail of a .pdf document shall be considered an original signature for purposes of executing this Contract.
5. This Contract has been negotiated and approved by counsel on behalf of all parties hereto and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party hereto by reason of the authorship of any of the provisions hereof.
6. The parties hereto expressly submit themselves to and agree that all actions arising out of or related to this agreement or the relationship between the parties hereto shall occur solely in the venue and jurisdiction of the State of Rhode Island.

IN WITNESS WHEREOF, Providence Public School Department and Consultant have executed this Contract, effective the date first herein written.

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|  | Providence Public School Department | |
|  | Superintendent: |  |
|  | or  Chief Financial Officer: |  |
|  |  |  |
|  | Date: |  |
|  |  |  |
|  |  | Click here to enter text. |
|  | Company Representative: |  |
|  |  |  |
|  | Printed Name and Title: |  |
|  |  |  |
|  | Date: |  |

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| Approved as to form and correctness. |  |
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| Charles A. Ruggerio, Esq.  On Behalf of City Solicitor Jeffrey Dana, Esq. | |

**PPSD Contract Owner**

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| Name: | Click or tap here to enter text. | | | | Date of Board Approval: | Enter Date or N/A |
| Email Address: | | Click or tap here to enter text. | | | (For contracts of $200,000 or more) | |
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