

**AGREEMENT FOR SERVICES
BETWEEN MONHEGAN ISLAND SUSTAINABLE COMMUNITY ASSOCIATION AND
CONTRACTOR**

The Project Owner, Monhegan Island Sustainable Community Association (MISCA), and "insert contractor name" have entered into an Agreement for professional services.

This AGREEMENT (the "Agreement") is entered into this ___ day of _____, 2020 by and between MISCA, a Maine 501-c-3 organization and "insert contractor name" (contractor) , on the terms and conditions presented in this agreement. MISCA hereby engages the contractor to provide the Services set forth in MISCA's Request for Proposal (RFP) dated "insert date" and the Contractors Bid dated "insert date" and the contractor agrees to perform the Services for the compensation set forth in this Agreement and also agrees to be bound by the provisions of this Agreement.

1. Scope of Services

This Agreement shall cover the Scope of Services as contained in the Request for Proposal (RFP) dated "insert date". Contractor warrants that the Services shall be performed by it in a professional manner in accordance with generally accepted standards and practices customarily utilized by competent earthwork firms in effect at the time Contractor's services are rendered. The general Scope of Services will be to construct a wastewater disposal system and associated appurtenances as specified in the RFP to serve 2 residential homes to be built at a future date.

2. Compensation

The contractor shall provide the Services and shall be compensated as detailed in the contractors Bid cost. Invoicing will be on a time and materials basis for work completed during the invoice period as agreed upon between MISCA and the contractor. The contractor shall invoice MISCA not more frequently than monthly. MISCA agrees that payments to contractor will be made within forty-five (45) days after invoice is received by MISCA. Changes in the Scope of Services may require adjustments to the project fee and shall be subject to mutual agreement. Compensation shall not exceed the total contractor Bid cost (including any authorized scope changes).

Payments otherwise due may upon reasonable written notice be withheld based on unsatisfactory performance of the Services by Contractor; defective Services not remedied; claims filed or evidence indicating the probable filing of a claim; failure to make payment properly to Subcontractors or for goods, labor or equipment. The Client will give Contractor prompt notice of any deficiencies in the Services and its reason for withholding payment. Payments so withheld shall be made when the grounds for withholding them are cured.

3. Termination

- a) MISCA may terminate this Agreement without cause at any time, without prejudice to

any claims which either party may have against the other, by written notice of termination to Contractor at least seven (5) days prior to the stated termination date. In such event, Contractor shall take such steps as may be directed in MISCA's notice of termination and shall be reimbursed for Services rendered prior to the stated date of termination, plus all reasonable, actual, necessary, and proper costs incurred at MISCA's request after the stated date of termination.

- b) MISCA may terminate this Agreement for cause at any time, without prejudice to any claims which either party may have against the other, by written notice and by providing an opportunity to cure to Contractor at least seven (5) days prior to the stated termination date. In such event, Contractor shall take such steps as may be directed in the Client's notice of termination and shall be reimbursed for Services rendered prior to the stated date of termination plus all reasonable, actual, necessary, and proper costs incurred at MISCA's request after the stated date of termination, less the value of any claim(s) which MISCA may have against Contractor.

4. Delays/Force Majeure

Contractor shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of contractor's obligation results from any cause beyond its reasonable control and without its negligence.

5. Assignments and Subcontracts

Contractor shall not assign, subcontract, or otherwise transfer its rights or obligations hereunder without the prior written consent of MISCA. It will be the obligation of the contractor to ensure that each subcontractor complies with all the provisions of this agreement, including the insurance provisions.

6. Compliance with Laws

Contractor shall comply with all applicable provisions of federal, state, and local equal employment opportunity laws, rules, and regulations and with all other applicable laws, rules, regulations, and orders including without limitation federal, state, local, occupational safety, and health and environmental requirements in effect as of the date this agreement.

7. Legal Action

All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of the Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two years from the day after completion of Services.

8. Independent Contractor Status

Contractor is an independent contractor and shall have responsibility for and control over the details and means for accomplishing the Services. Nothing contained herein shall be construed as constituting any other relationship with MISCA or individual members of MISCA, nor shall it be construed as creating any relationship whatsoever between MISCA or individual members of MISCA and Contractor's employees. Contractor has sole authority and responsibility to employ, discharge and otherwise control its employees, and neither Contractor, nor any of its employees, are or shall be deemed to be employees of MISCA. Contractor shall comply with all laws, rules, regulations and ordinances applicable to it as an employer; and Contractor shall accept complete responsibility as a principal for its agents and subcontractors.

Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, and for supervising the work of the subcontractors and coordinating all portions of the Services. Contractor shall at all times enforce discipline and good order among all persons employed on the site by Contractor and its subcontractors and Contractor shall not employ on the site any unfit person or anyone not skilled in the work assigned to them..

9. Insurance

Contractor shall also obtain and maintain the following insurance policies and minimum limits: a) Workers' Compensation Insurance - Statutory; b) Commercial General Liability insurance - \$1,000,000 per occurrence.

MISCA shall be named as additional insured for the Commercial General Liability insurance policy.

10. Liability and Indemnity

As an independent Contractor, the contractor shall be responsible for its own operations in accordance with the following conditions:

- a) Contractor assumes all liability for Services to be performed by it and for breach of any of the terms of this Agreement. Contractor agrees to indemnify, hold harmless, and defend MISCA, and any and all of its directors, officers, agents, or employees from and against all loss, injury, damage, and legal liability including attorneys' fees and other costs of defense or settlement, arising out of any negligent act, error, or omission of, or the willful misconduct of contractor, its employees, agents, representatives, Sub-Consultants, or suppliers.
- b) Contractor assumes all liability for Workers' compensation and employer's liability coverage for its own employees.
- c) Contractor shall be responsible for and shall hold MISCA harmless from loss of or damage to contractors or its Subcontractor construction tools and equipment and rented items which are used or intended for use in performing Services and for any consequential special or indirect damages, or loss of anticipated profits sustained by contractor or its Subcontractors.

- d) Contractor shall keep MISCA's property, and the Site, free and clear of all liens and charges arising out of the Services, including materials, laborers' and mechanics' liens, and Contractor shall defend the Client against all claims and suits by reason thereof and indemnify and save the Client harmless from all resulting loss and cost and expense, including attorneys' fees. Contractor shall give the Client prompt written notice of actual and prospective claims of any such liens or charges known to Contractor and of the steps it intends to take to protect the Client. The Client shall have the right to retain so much of the monies due under the Agreement as it deems reasonably necessary for its protection until such time as any such claims have been settled or paid and all related suits, liens, and charges properly released.

11. Accounting and Auditing

Contractor shall maintain accounting records in support of all amounts billed to MISCA. Contractor's files and records relating to performance of this Agreement and invoicing shall be subject to audit at all times during the project and for a period of one year after project completion.

12. Safety

Contractor will perform its Services in a safe manner and use reasonable care to comply with all state and Federal OSHA regulations. Contractor's safety responsibilities are limited solely to the activities of the contractor, its employees, and subcontractors. The presence of MISCA or its agents will not be deemed to control the operations of any others.

13. Governing Law

This Agreement shall be governed by the laws of the State of Maine.

14. Extent of Agreement

This Agreement represents the entire Contract between MISCA and the contractor and supersedes all prior negotiations, representations, or agreements.

15. Signatures

The following signatories are the authorized representatives for each party subject to the terms and conditions of this Agreement.

MISCA
PO BOX 303
Monhegan, Maine 04852

Signature: _____
Name: _____

Title: _____
Date: _____

Contractor:

“name and address to be inserted”

Signature: _____
Name: _____
Title: _____
Date: _____