

ADDENDUM CONTRACT FOR SERVICES

This ADDENDUM CONTRACT FOR SERVICES ("Addendum") is made as of this **25th day of January 2023**, by and between the TORRINGTON BOARD OF EDUCATION, hereinafter called the "Board," and Jespersen's Landscaping LLC, hereinafter called the "Contractor."

WITNESSETH

WHEREAS, the Board wishes to obtain the following services: grounds maintenance, as described in more detail in the attached Request for Bid District Grounds Maintenance (the "Services"); and

WHEREAS, the Board accepted bids for the provision of the Services and awarded the Contract Addendum to Contractor on **January 23, 2023**; and

WHEREAS, the Contractor is ready, willing and able to provide the required Services sought by the Board and has accepted the award of the Contract Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, the Board and the Contractor mutually agree as follows:

I. TERM

The term of this Contract Addendum shall be for a period of **three (3)** years beginning on April 1, 2023 and terminating on November 30, 2025 (the "Term"). Either party may terminate this Contract by written notice to the other party by February 1 of the new contract year (prior to April 1, 2023, for the November 1, 2023-April 30, 2024, contract year and April 1, 2024, for the November 1, 2024-April 30, 2025 contract year). If a party gives such notice, the Contract shall immediately terminate, and no contract payments shall be due for such contract year.

II. CHANGE IN SCOPE OF WORK

- A. The Contractor agrees that it will reduce cost for the Services described in Exhibit A, attached hereto and made a part hereof. The removal of services for East School from the District Grounds Maintenance contract is specifically incorporated into the Grounds Maintenance Contract and made a part hereof and attached as Exhibit A. All of the terms and conditions in the as written in District Grounds Maintenance are hereby incorporated into and made a part of this Contract Addendum. Other than which is listed above, all provisions of the Contract dated July 1, 2022 and signed by both parties on December 1, 2022 shall remain in full force an effect.

BOE Rep. 

DEC ~~NOV~~ 1, 2022


Contractor C. J.

C. The locations for Grounds Maintenance are:

Torrington Middle School
~~East School-Removed~~
Torrington School
Torrington High School
Forbes School
Administrative Building
Southwest School
Vogel Wetmore School

III. PAYMENT AND COMPENSATION

- A. The contract price payable for the Services under this Addendum to the Contract which removes East School from the original contract is \$192,000 for contract year April 1, 2023- November 30, 2023, \$203,634 for contract year April 1, 2023- November 30, 2024, and \$218,182 for contract year April 1, 2024- November 30, 2025, to be paid in three (3) installments, each 1/3 of the contract price. The 1st installment will be paid on July 10st for the services completed April through June. The 2nd installment will be paid September 1st for the services completed July through August. The 3rd installment will be paid December 1th for the service completed September through November. The Contractor shall submit invoices for each installment 3 weeks before installment is to be paid.
- B. The parties agree that no other payments shall be made to the Contractor who shall furnish all of the equipment, personnel, labor, materials, vehicles, permits and licenses and other facilities necessary to provide the Services required, including the staff and other services necessary for the proper performance of the Contractor's duties.

To Board:

Torrington Board of Education
355 Migeon Avenue
Torrington, Connecticut 06790
Attention: John Barlow


To Contractor:

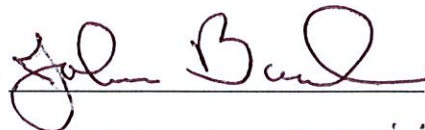
Jespersen's Landscaping LLC
1741 Torrington St
Torrington, CT 06798
Attention: **Chase Jespersen**

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives at TORRINGTON, CONNECTICUT, the 25 day of January, 2023.

JESPERSEN'S LANDSCAPING, LLC

TORRINGTON BOARD OF
EDUCATION

By 
Chase Jespersen

By 
DIRECTOR OF FACILITIES

3765517v1

BOE Rep. 

December 1, 2022

Contractor C.J.

EXHIBIT A TO THE CONTRACT

BOE Rep. _____

Aug. 4, 2022

Contractor _____

CONTRACT FOR SERVICES

This CONTRACT FOR SERVICES ("Contract") is made as of this **1th day of December 2022**, by and between the TORRINGTON BOARD OF EDUCATION, hereinafter called the "Board," and Jespersen's Landscaping LLC, hereinafter called the "Contractor."

WITNESSETH

WHEREAS, the Board wishes to obtain the following services: grounds maintenance, as described in more detail in the attached Request for Bid District Grounds Maintenance (the "Services"); and

WHEREAS, the Board accepted bids for the provision of the Services and awarded the Contract to Contractor on **July 1, 2022**; and

WHEREAS, the Contractor is ready, willing and able to provide the required Services sought by the Board and has accepted the award of the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, the Board and the Contractor mutually agree as follows:

I. TERM

The term of this Contract shall be for a period of **three (3)** years beginning on April 1, 2023 and terminating on November 30, 2025 (the "Term"). Either party may terminate this Contract by written notice to the other party by February 1 of the new contract year (prior to April 1, 2023, for the November 1, 2023-April 30, 2024, contract year and April 1, 2024, for the November 1, 2024-April 30, 2025 contract year). If a party gives such notice, the Contract shall immediately terminate, and no contract payments shall be due for such contract year.

II. SCOPE OF WORK

- A. The Contractor agrees that it will perform the Services described on Exhibit A, attached hereto and made a part hereof. The Request for Bid District Grounds Maintenance is specifically incorporated into this Contract and made a part hereof and attached as Exhibit A. All of the terms and conditions in the Request for Bid District Grounds Maintenance are hereby incorporated into and made a part of this Contract.
- B. The Contractor shall furnish Services including personnel, supervision, vehicles, equipment, materials and other services required to fully complete the Services.
- C. The Contractor shall provide a contact person who will handle the administration of the Services to the Board. The contact person shall be **Chase Jespersen**. The Contractor shall provide telephone numbers for such contact.

BOE Rep. 

Nov. 4, 2019

Contractor C. J.

D. The locations for Grounds Maintenance are:

Torrington Middle School
East School
Torrington School
Torrington High School
Forbes School
Administrative Building
Southwest School
Vogel Wetmore School

E. The Contractor agrees that it shall meet with the Director of Facilities of the Board upon request during the contracted season, which meetings shall include discussions on topics to include, but not be limited to, quality of work, Board concerns, any improvements to service and changes requested by the Board.

III. PAYMENT AND COMPENSATION

A. The contract price payable for the Services under this Contract is \$198,000 for contract year April 1, 2023- November 30, 2023, \$210,000 for contract year April 1, 2023- November 30, 2024, and \$225,000 for contract year April 1, 2024- November 30, 2025, to be paid in three (3) installments, each 1/3 of the contract price. The 1st installment will be paid on July 10st for the services completed April through June. The 2nd installment will be paid September 1st for the services completed July through August. The 3rd installment will be paid December 1th for the service completed September through November. The Contractor shall submit invoices for each installment 3 weeks before installment is to be paid.

B. The parties agree that no other payments shall be made to the Contractor who shall furnish all of the equipment, personnel, labor, materials, vehicles, permits and licenses and other facilities necessary to provide the Services required, including the staff and other services necessary for the proper performance of the Contractor's duties.

C. The Board may withhold payments for Services when the Board determines, in its reasonable discretion, that the required Services were not provided. The Board and the Contractor shall cooperate to resolve such dispute.

IV. EQUIPMENT

A. Equipment will be furnished in such type and number as is necessary for the completion of Services during days that such Services are required.

B. All equipment shall be, and Contractor must maintain the equipment to be, in compliance with all laws, rules, regulations and policies of state and local

governments pertaining to such equipment. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies.

V. PERSONNEL

The Contractor agrees to the following conditions regarding all personnel performing Services under this Contract ("Personnel"):

- A. All Personnel shall be in compliance with all local, state and federal laws, rules and regulations, and if required by such to be licensed to operate the equipment, shall be properly licensed and qualified by the State of Connecticut. The Contractor shall furnish a list of Personnel and their Connecticut Driver's License numbers to the Board prior to the start of the Services each year. In the event that the Board approves any subcontractors, the Contractor shall also furnish to the Board a list of all subcontractor employees and their Connecticut Driver's License numbers.
- B. The Contractor shall, at the request of the Board, perform criminal record checks on Personnel, and the results of all such criminal records checks shall be reported to the Board.

VI. INDEMNIFICATION

The Contractor acknowledges that the Services described in this Contract involves certain risks and that injuries, death, property damage or other harm could occur to the Contractor, its employees, its subcontractors or others. The Contractor accepts and voluntarily incurs all risks of any injuries, damages, or harm which arise during or result from the performance of Services described in this Contract.

The Contractor waives, releases and forever discharges all claims against any of the Board, the City of Torrington or their respective officers, employees or agents for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from the performance of Services described in this Contract, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Board, the City of Torrington or their respective officers, employees or agents.

The Contractor shall indemnify, defend and hold the Board, the City of Torrington and their respective officers, employees and agents harmless from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations which result from, or arise out of any claim, lawsuit, demand, settlement or judgment brought against the Board, the City of Torrington or their respective officers, employees or agents in connection with the performance of Contractor, any employee, agent or personnel or breach of the obligations of Contractor, any employee, agent or personnel under this Contract.

VII. LAWS

The Contractor shall comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies.

VIII. INSURANCE AND PERFORMANCE BOND

- A. The Contractor shall provide the insurance and performance bond as required by the Request for Bid.
- B. The failure of the Contractor to maintain the required insurance or performance bond or to furnish or deliver the insurance certificates or the performance bond shall give the Board the right, at its election, to terminate the Contract in accordance with Article IX hereof.

IX. DEFAULT AND TERMINATION OF CONTRACT

- A. If, at any time during the term of the Contract, the Contractor, in the sole discretion of the Board; (a) has failed to provide the level of services required under the Contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (i) fails to provide the insurance or performance bond required under this Contract; or (j) fails to comply with any other term or condition contained in the Contract, the Board shall have the right to terminate the Contract upon written notice to the Contractor.
- B. In the event that the Contractor fails to perform required Services, the Board shall have the right to perform such Services with its own personnel or obtain such Services from other vendors and deduct an amount equal to the cost to the Board from the next payment to the Contractor.
- C. The above remedies are in addition to any other remedies the Board may have.
- D. In the event of Contract termination by the Board, the Board's payment obligation shall cease as of the final date on which Services in accordance with this Contract are last performed by the Contractor.

X. INDEPENDENT CONTRACTOR

The Contractor shall not be held or deemed in any way to be the agent or employee of the Board. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

XI. NO ASSIGNMENT

No part of this Contract shall be assigned or subcontracted without the prior written approval of the Board.

XII. MISCELLANEOUS

- A. If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- B. This Contract and all Exhibits attached hereto constitute the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- C. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.
- D. Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered (i) personally (ii) by a nationally recognized overnight delivery service or (iii) by deposit into the United States mail, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

To Board:

Torrington Board of Education
355 Migeon Avenue
Torrington, Connecticut 06790
Attention: John Barlow

To Contractor:

Jespersen's Landscaping LLC
1741 Toringford St
Torrington, CT 06798
Attention: **Chase Jespersen**

BOE Rep. 

December 1, 2022

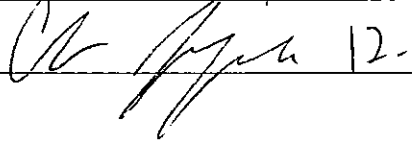
Contractor C. J.

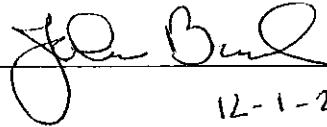
- E. No failure by the Board to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such term, covenant or condition.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives at TORRINGTON, CONNECTICUT, the ____ day of December, 2022.

JESPERSEN'S LANDSCAPING, LLC

TORRINGTON BOARD OF
EDUCATION

By Chase Jespersen
 12-1-22

By John Barlow

12-1-2022

3765517v1

BOE Rep. 

December 1, 2022

Contractor C.J.