

## SERRC SERVICES CONTRACT FY20

Contract Number: FAC 20-29-001  
District/Client: Kuspuk School District  
Preparation Date: May 6, 2019  
Amended Date:

### TERMS:

No less than 100% of agreed payment shall be due by July 15, 2019.

### SERVICES: Computerized Maintenance Management System (CMMS)

SERRC will continue providing an internet-based Computerized Maintenance Management System (CMMS). Scope of work includes scheduling and generating PM work orders, updating equipment and component inventories, updating Renewal & Replacement Schedules, and providing reports to District Administration. Contract completion date is June 30, 2020. Contracts for the continuation of SERRC's maintenance management services will be issued prior to June 30, 2020.

100 Personnel Services	\$0.00
Office/Travel	\$0.00
200 Travel & Lodging	\$0.00
Per Diem	\$0.00
300 Contractual Services	\$11,405.00
400 Supplies/Testing Materials	\$0.00
500 Equipment	\$0.00
Total:	\$11,405.00

Sheryl Weinberg 5/8/19  
SERRC Officer Date

Client Officer Date

### CONTRACT PROVISIONS

*See reverse side for SERRC Standard Provisions.*

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### **STANDARD PROVISIONS**

- 1.) SERRC shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, act of God or the public enemy, unusually severe weather, legal act of public authority, or delays or defaults caused by public carrier, which cannot reasonably be forecast or provided against.
- 2.) Each party shall perform any services under this agreement as an independent contractor. *Each party shall be responsible exclusively with respect to its respective employees. Each party shall provide for employment-related benefits and deductions that are required by law, including but not limited to federal income tax deductions, workers' compensation coverage, and retirement system contributions, as applicable.*
- 3.) Each party shall be responsible, to the extent required by law, only for the act, omissions, and/or negligence of its own officers, employees, or agents. Each party shall indemnify and hold harmless the other party, its officers, employees, and agents only from and against any and all claims, damages, and expenses resulting from the sole negligence of that party. Otherwise, each party is responsible for its own percentage of fault. Each party should maintain its own Commercial General Liability insurance policy to cover services incorporated herein.
- 4.) Except as otherwise expressly provided in this agreement, SERRC disclaims any and all promises, representation and warranties, express or implied, with respect to the Supported Systems, corrections and the services provided hereunder, including promises, representations and warranties as to condition, the existence of any latent or patent defects, merchantability or fitness for any particular purpose, non-infringement, or any implied warranty of information content or system integration. Without limiting the generality of the foregoing disclaimer, SERRC does not warrant that its advice, systems configuration, or programming on behalf of the Customer will be error free.
- 5.) For a period on 1 (one) month following delivery of the hereunder listed Service, SERRC shall have an obligation to correct demonstrated errors in the operation of the Supported Systems which may appear as a result of incorrect provision of Service.
- 6.) SERRC shall not have any obligation to correct errors in the operation of the Supported Systems if the programming code, configuration, or wiring has been modified by Customer or by any other party.
- 7.) SERRC disclaims all liability whatsoever to Customer or any other party for any act or omission that may result in consequential, indirect, incidental, special, or such other damages including but not limited to, any loss of performance, functionality, or data resulting from equipment, software, configuration, or overall systems component interaction.
- 8.) This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms or provisions of this agreement shall bind the parties unless in writing and signed by SERRC and DISTRICT. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.