

SMALL CONTRACT FOR SERVICES OR GOODS
Boulder Housing Partners

THIS CONTRACT made and entered into this _____ day of, _____ by and between the Housing Authority of the City of Boulder, dba Boulder Housing Partners, located at 4800 North Broadway, Boulder, Colorado 80304, hereinafter referred to as "BHP", and _____ located _____ hereinafter referred to as the "Contractor." The above date shall be the effective date of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein stated, the parties agree as follows:

ARTICLE 1. PURPOSE AND TERM OF THIS CONTRACT

1.1 **Purpose and term of contractual relationship.** BHP agrees to use the Contractor's services in connection with monthly cleaning services when needed and required by it during the period from Dec 18, 2008 to Dec 31, 2009, and the Contractor covenants and agrees to provide said work as required and requested by BHP during said period.

1.2 **Nature of contractual relationship.** The parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing this Contract, and that the Contractor and its agents and employees are not agents or employees of BHP for any purpose.

ARTICLE 2. SCOPE OF WORK

2.1 The Contractor shall complete the work as described in the attached Scope of Work ("Attachment A") or as set forth in this section below:

2.2 The Contractor shall in a good and workmanlike manner supply all personnel, equipment, transportation, materials and supplies at its own expense, except as specifically set forth herein.

ARTICLE 3. SCHEDULE, COST AND PAYMENT

3.1 **Schedule.** The Contractor agrees to properly complete all the work required under this Contract in the following manner:

No Notice to Proceed will be issued. If the Contractor fails to complete all the work by the above date or pursuant to the schedule set forth in the Scope of Work or otherwise breaches the terms of this Contract, BHP may recover damages for its actual and consequential losses as well as attorney fees and other legal costs. The Contractor shall not be entitled to damages for delays caused by BHP but may receive time extensions if justified.

3.2 **Contract Payment Amount.** The Contractor shall be paid monthly \$ 835.00 for proper completion of this work.

3.3 **Payment Schedule.** The Contractor shall be paid according to the following payment schedule:

ARTICLE 4. CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

4.1 **Licenses and permits.** Contractor warrants that it has all necessary licenses and standard operating permits to perform the specified work.

4.2 **Safety.**

4.2.1 Contractor shall supervise all work. Contractor is responsible for the means, methods, and sequence of work and all safety aspects of this work.

4.2.2 For the safety of residents and BHP staff, Contractor warrants that none of its works or subcontractors' workers who will work on-site have been convicted of an offense that demonstrates a propensity toward abuse, assault, or similar offenses against others as set forth in C.R.S. §27-1-110(7).

4.2.3 If work is being done on or in a complex with units occupied by BHP tenants/residents, the Contractor shall only perform work during hours designated by BHP so as to avoid interference with BHP residents and BHP operations. Unless specifically authorized in writing by BHP, no work is to be performed on Sunday or any federally recognized holiday, and Contractor may not work more than eight (8) hours in any one day or 40 hours in one week. Generally, work shall not begin before 7:30 a.m. nor extend beyond 5:30 p.m.

4.3 **Insurance.**

4.3.1 Standards for insurer. Insurance shall be carried with financially responsible companies admitted to do business in Colorado.

4.3.2 Policy Terms. Contractor shall procure and maintain at its own expense, and without cost to BHP, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

4.3.3 Application to subcontractors. Contractor is responsible for assuring that any subcontractors also carry the minimum required insurance coverage in full force and effect until final acceptance of all work.

4.4 **Conflict of interest.** Contractor will disclose to BHP if the Contractor or anyone working for the Contractor is related to an employee, officer, or agent of BHP prior to signing this contract. "Related" is defined to mean spouse/partner, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

4.5 **No mechanic's liens against BHP.** The Contractor agrees that it will not cause or permit any claims in the nature of a lien, including, but not limited to, a mechanics lien, to be placed upon any property upon which this work is performed or to which material/goods are delivered.

4.6 **Information and reports.** The Contractor will provide to authorized governmental representatives, including those of the City of Boulder, the State of Colorado, and the U.S. government (if applicable), all information and reports they may require for any purpose authorized

by law or as a result of BHP's contractual obligations under this Contract. All books, documents, papers, and records directly pertinent to this Contract must be maintained for three (3) years after its termination for potential examination during audit, inspection, excerpts, and transcriptions.

4.7 **Express warranty of quality.** Contractor expressly warrants that all material, equipment, programs, systems and products furnished under this Contract will be new and of good quality, unless otherwise expressly required or permitted. Contractor also expressly warrants that all work will be free from defects and will conform to the requirements of this Contract. After completion of work, should a problem with the materials or the work performed by the Contractor occur during the course of this Contract or within one (1) year, and should it be shown that the cause of this problem is faulty work, the Contractor shall fully repair or correct such problem at Contractor's own expense.

ARTICLE 5. RESOLUTION OF DISPUTES

5.1 Any claim arising out of or related to the Contract shall first be subject to a good faith effort by both BHP and the Contractor to resolve the dispute through negotiation.

5.2 Except as otherwise stated elsewhere in this Contract, any claim unresolved by negotiations will, if further asserted by either party in writing and subject to the written election of BHP, either be addressed through a legal or equitable proceeding or by arbitration if further pursued by the claimant. Any arbitration shall be done through the American Arbitration Association or another arbitration forum if BHP and the Contractor mutually agree upon an alternative forum.

ARTICLE 6. MISCELLANEOUS TERMS

6.1 **Indemnification of BHP.** The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the work under this Contract. The Contractor will indemnify and hold harmless BHP, its officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees that arise under the Contract.

6.2 **Amendments to this Contract.** This Contract may only be altered or amended based on the mutual agreement of BHP and the Contractor by a duly executed written instrument.

6.3 **Assignment of this Contract.** The Contractor shall not assign or subcontract this Contract without the prior written consent of BHP, which BHP may withhold at its sole discretion.

6.4 **Additional requirements.** This Contract is subject to all regulatory and statutory requirements of the City of Boulder, the State of Colorado, or the United States that are applicable to the Contractor, including those made applicable specifically by the nature of this Contract. Some of these Additional Legal Requirements are attached to this Contract ("Attachment B").

6.5 **Notices.** All notices in connection with this project shall be in writing. All such notices shall be hand-delivered or sent by certified U.S. Mail, with postage prepaid and return receipt requested, to the addresses listed on the signature page of this Contract.

6.6 **BHP's right to inspect.** All supplies, materials, and equipment used and all services

performed shall be subject to the inspection and approval of BHP, through its authorized agent, at any time.

6.7 **Contracting Officer.** The following BHP staff member shall serve as Contracting Officer for this Contract:

Name: _____

6.8 **Contract is total agreement.** No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

6.9 **Governing law.** This contract shall be governed and interpreted under the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have signed this Contract effective as of the date first written above.

**The Housing Authority of the City
of Boulder**
dba "Boulder Housing Partners"
4800 North Broadway, Boulder, CO 80304
Phone: (720) 564-4610; Fax: (303) 544-9553

Contractor:
Address _____
Phone: _____; Fax: _____

By: _____(Date)_____
Co-Executive Director

By: _____(Date)_____
Title:

**ADDENDUM
TO
SMALL CONTRACT FOR SERVICES OR GOODS (With Fixed Price)
BETWEEN BOULDER HOUSING PARTNERS
ANDAAA BUILDING MAINTENANCE DATED _____**

SCOPE OF WORK

[Redacted] **APPROVED:**

[Redacted] **(BHP)** **(Date)**

[Redacted] **(Contractor)** **(Date)**

**ATTACHMENT A
TO
SMALL CONTRACT FOR SERVICES OR GOODS (With Fixed Price)
BETWEEN BOULDER HOUSING PARTNERS
AND _____ DATED _____**

— SCOPE OF WORK (Article 2) —

	APPROVED:
	(Date)
	(BHP)
	(Date)
	(Contractor)

ATTACHMENT B
TO
SMALL CONTRACT FOR SERVICES AND GOODS (With Fixed Price)
BETWEEN BOULDER HOUSING PARTNERS
AND _____ DATED _____

ADDITIONAL REQUIREMENTS (ARTICLE 6, SECTION 4)

Federal lobbying requirements Both parties to this Agreement hereby affirm that no federally appropriated funds have been or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement.

Anti-discrimination laws. Contractor guarantees that it and all of its subcontractors, if any, are in compliance with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. §§ 24-34-401–406, as now or hereafter amended, and all applicable local, state and federal laws regarding discrimination and unfair employment practices.

State and local labor laws. Contractor guarantees that it is in compliance with all labor laws of the City of Boulder and the State of Colorado.

Federal fair labor laws. Where applicable, Contractor hereby affirms that it is in compliance with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327–334, as now or hereafter amended, as supplemented by Labor Department regulations (29 C.F.R. part 5), and all other Federal Labor Standards Provisions referenced in HUD Form 4010.

Davis-Bacon Act. Where applicable, Contractor hereby affirms that it is in compliance with prevailing wage law as specified in the Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, as now or hereafter amended, as supplemented by Labor Department regulations (29 CFR Part 5).

Illegal aliens. Contractor guarantees that it is and shall remain in compliance with city, state, and federal law with respect to employing or contracting with illegal aliens, including but not limited to C.R.S. § 8-17.5-101–102, as now or hereafter amended. Contractor certifies and agrees as follows: 1) Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien, 2) Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I), and 3) Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., BHP may terminate the above referenced contract for breach.

Residents of the project area. Where applicable, and to the greatest extent feasible, Contractor will provide opportunities for training and employment for individuals or firms located in, or owned in substantial part, by persons residing in the area of this project pursuant to BHP Procurement Policy VIII(A)(1)(f) and 24 C.F.R. 135.

Small and minority-owned businesses. If subcontracting is anticipated, Contractor will award subcontracts for work to small and minority-owned businesses, women’s business enterprises, and labor surplus area businesses when possible pursuant to BHP Procurement Policy VIII(A)(1), Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968.

Preference for Colorado labor. Contractor guarantees that it will employ Colorado labor to the greatest extent feasible in the performance of the specified work pursuant to C.R.S. §§ 8-17-101–103, as now or hereafter amended.

Environmental protection. Where applicable, Contractor guarantees that the work it completes under the Contract will be in compliance with all local, state, and federal environmental protection laws, including but not limited to section 508 of the Clean Water Act, section 306 of the Clean Air Act, Environmental Protection Agency regulations (40 C.F.R. Part 15), and Executive Order 11738.

Prohibition against contingent fees. Contractor hereby affirms that neither it nor any of its subcontractors have retained a “person” to solicit or secure this Contract in exchange for a commission, percentage, brokerage, contingent fee, gratuities, favors, or anything of monetary value. Contractor and any of its subcontractors may retain a person for such purposes where

such person is a bona fide Contractor employee or a bona fide established commercial or selling agency.

(Continued Attachment B)

Prohibition against kickbacks. Where applicable, Contractor hereby affirms that it is in compliance with the Copeland Anti-Kickback Act, 40 U.S.C. § 276(c); 18 U.S.C. § 874, as supplemented in Labor Department regulations, 29 C.F.R. Part 3, as now or hereafter amended (applicable to all contractors and subcontractors performing on any federally funded or assisted contract for the construction, prosecution, completion or repair of any public building or public work).

Energy efficiency. Contractor warrants it will abide by mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy Act of 2005, P.L. 109-58, 119 Stat. 594.

APPROVED:

[Redacted signature line]

(BHP) (Date)

[Redacted signature line]

(Contractor) (Date)

[Redacted signature line]