

CONTRACT REGARDING
"On-Call" CONTRACTOR SERVICES

Contract No. _____

THIS CONTRACT, made this date _____, by and between SOUTHEAST METRO STORMWATER AUTHORITY acting by and through SEMSWA WATER ACTIVITY ENTERPRISE (hereinafter called "SEMSWA") and _____ (hereinafter called "CONTRACTOR") and collectively known as PARTIES.

WITNESSETH:

WHEREAS, SEMSWA's Board of Directors has authorized expenditures for On-Call services for the calendar year 2024; and

WHEREAS, SEMSWA has deemed it necessary to select pre-qualified contractors to provide SEMSWA with construction services within SEMSWA boundaries (hereinafter called "PROJECT");

WHEREAS, CONTRACTOR has been pre-qualified by SEMSWA to perform the type of services that are the subject of this Contract; and

WHEREAS, SEMSWA's Board of Directors has authorized the Executive Director to contract for those services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES agree as follows:

1. EMPLOYMENT OF CONTRACTOR

SEMSWA shall engage CONTRACTOR and CONTRACTOR hereby agrees to perform the construction services hereinafter set forth.

2. PROJECT LIMITS

CONTRACTOR shall perform and/or supply all of the material, supplies, tools, equipment, labor and, other services necessary for completion of the construction services as specified in this Contract within the boundaries of SEMSWA or as otherwise directed in writing by SEMSWA.

3. SCOPE OF SERVICES

CONTRACTOR, at SEMSWA's request, shall provide a detailed Scope of Services, hereinafter (Task or Project), and such scope shall contain the date of completion of those services.

4. BASIS OF PAYMENT

SEMSWA agrees to compensate CONTRACTOR for construction services authorized by SEMSWA in writing. Total cost for the work that may be authorized hereunder shall not exceed \$30,000.00 without prior approval of the SEMSWA Executive Director.

5. METHOD OF PAYMENT

SEMSWA shall make payment for services accepted and completed based on the submittal of an invoice from CONTRACTOR referencing this Contract and Exhibit A.

CONTRACTOR shall keep work and cost records that shall permit easy comparison with work performed as specified in each invoice. If invoices are received by the 25th of the month, payment shall be by the 25th of the following month.

6. PERSONNEL

- A. All of the services required hereunder, except where specified, shall be performed by CONTRACTOR's personnel and all personnel engaged in the services shall be fully qualified and shall be authorized under applicable state or local law to perform such services.
- B. None of the services covered by this Contract, except where specified, shall be subcontracted without the prior written approval of SEMSWA.

7. DIRECTION OF EFFORT AND COORDINATION

Notwithstanding any of the provisions of this Contract, the Executive Director of SEMSWA shall be the only individual authorized to redirect the effort or in any way amend or modify the terms of this Contract. SEMSWA may appoint a Project Manager who shall represent the Executive Director in matters related to the PROJECT. All such redirection shall be transmitted in writing and directed to CONTRACTOR's Project Manager and shall be subject to the provisions of Paragraph 10.

8. DURATION OF CONTRACT

The duration of this Contract shall be from date of execution of this Contract through December 31, 2024, unless changed by amendment(s) to this Contract.

9. TERMINATION OF CONTRACT

This Contract may be terminated by SEMSWA and/or CONTRACTOR upon seven (7) days written notice. In the event of termination, CONTRACTOR shall be paid for services satisfactorily performed to termination date as determined by SEMSWA. This payment shall be full satisfaction of all obligations to CONTRACTOR under this Contract.

10. CHANGES IN CONTRACT

SEMSWA may request changes in the scope of services of CONTRACTOR. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation and/or time of performance, which

are mutually agreed upon by and among PARTIES shall be incorporated in written amendments to this Contract. Total cost for the construction services that may be authorized hereunder shall not exceed \$30,000 without prior approval of the SEMSWA Executive Director.

11. INSURANCE

During the performance of the work defined by this Contract, CONTRACTOR, acting as an independent contractor, shall be solely responsible for procuring and keeping in full force and effect the insurance listed below:

<u>Insurance</u>	<u>Minimum Limits</u>
A. Commercial General Liability	\$1,000,000 each occurrence and in the aggregate in combined single limit coverage for Bodily injury and property damage (Construction services authorized hereunder equaling or exceeding \$100,000 shall require a minimum of \$2,000,000 insurance limit)
B. Builder's Risk Insurance	In the amount of the total cost for construction
C. Automobile Liability	\$1,000,000 each occurrence in combined single Limit coverage for bodily injury and property Damage
D. Workers' Compensation	
1. Workers' Compensation	statutory limits required by law
2. Employer's Liability	statutory limits required by law

The limits of coverage listed above are as required by SEMSWA. Contractor shall evaluate individual needs regarding higher levels of insurance.

Each type of insurance procured by CONTRACTOR shall provide coverage for all claims arising out of, or in connection with, any operations, work, or services performed under this Contract by CONTRACTOR, or CONTRACTOR's employees, subcontractors, agents, or representatives. CONTRACTOR may elect not to provide the above-specified coverage for its subcontractors. In that event, CONTRACTOR shall require that its subcontractors procure and maintain the same insurance coverage as set forth above.

SEMSWA shall be listed as an "additionally insured" on all commercial liability insurance policy/certificates, builder's risk insurance and all automobile liability insurance policy/certificates. To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against SEMSWA under all the required insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

The additional insured commercial general liability insurance shall apply on a primary and non-contributory basis.

The commercial general liability insurance shall be on an occurrence basis.

Certificates of Insurance showing CONTRACTOR is carrying the above-described insurance shall be provided to SEMSWA at the time of execution of this Contract. As necessary, Certificates of Insurance showing the subcontractors are carrying the above-described insurance shall be provided to SEMSWA prior to the beginning of any work by its subcontractor pertaining to this Contract. Subcontractor shall not begin any work unless and until that subcontractor provides proof of the above-described insurance to SEMSWA. If CONTRACTOR permits subcontractor to begin any work without the insurance coverage required above, the CONTRACTOR shall be liable for any and all negligent acts of subcontractor. All the Certificates of Insurance shall include language stating that, should the insurance policy be canceled before its expiration date, the insurance company shall provide thirty (30) days written notice to SEMSWA except for ten (10) days' notice for cancellation due to non-payment of premium. The costs of insurance shall be considered a part of the overhead costs of CONTRACTOR.

12. INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify and save SEMSWA harmless from and against claims, demands, liabilities, damages, suits, actions, or causes of action including reasonable attorney's fees and costs which may be brought or asserted against SEMSWA, its employees, directors and officers on account of, by reason of, or caused by the negligent acts, errors, or omissions in the performance of the work under this Contract by CONTRACTOR, CONTRACTOR's employees, subcontractors, agents, or representatives together with any liability accrued by any or all of the above-named on account thereof. Such indemnification shall be limited to the degree or percentage of negligence or fault attributable to the CONTRACTOR, its agents, representatives, subcontractors or suppliers. As part of this obligation the Contractor shall compensate SEMSWA for the time, if any, spent by its legal counsel in connection with such claims or actions.

13. ASSIGNABILITY

This Contract is for construction services by the personnel of CONTRACTOR, and is not assignable, save and except with the consent of SEMSWA, who may withhold consent at its option with or without cause.

14. APPLICABLE LAWS

This Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in District Court in and for the County of Arapahoe, State of Colorado.

15. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Contract, CONTRACTOR agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder. CONTRACTOR shall provide a list of

subcontractors it proposes to perform some of the construction services and which of those subcontractors are Disadvantaged Business Enterprises (DBE) and the basis for determining or defining the subcontractor as a DBE. The list shall be submitted at or before this Contract is signed by the PARTIES.

16. STANDARD OF CARE

CONTRACTOR shall perform the construction services, as set forth in Exhibit A, in a manner consistent with the standard of care normally employed in metropolitan Denver, Colorado by CONTRACTORS performing the same or similar services at the time such construction services are performed.

17. OTHER PROVISIONS

PARTIES also agree to the terms and provisions contained in the following documents which are made a part of this Contract:

- A. Exhibit A, 2024 Fee Schedule

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first written above.

Contractor: _____

By: _____

Title: _____

Date: _____

Nunc pro tunc – January 1, 2024

**SOUTHEAST METRO STORMWATER AUTHORITY
acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE**

By _____

Title: Executive Director

Date _____

Nunc pro tunc – January 1, 2024