

CONTRACT FOR SERVICES

This Contract is entered into by and between the party identified on the quote for this Contract ("VENDOR"), and the CITY OF GREELEY, COLORADO acting by and through the department named on the Invitation to Quote for this Contract ("CITY") and collectively referred to as the "PARTIES." The PARTIES agree to the terms and conditions in this Contract.

ARTICLE 1. DEFINITIONS

CITY – the City of Greeley, Colorado and shall include its agents, officials, and employees.

CONTRACT – an enforceable Contract as defined in Section 4.20.030 of the Greeley Municipal Code that is written evidence of CITY'S acceptance of VENDOR'S offer to provide goods and/or perform the work of the contract for the price stated therein.

SERVICES – the material, labor, and/or skills the professional consultant or other VENDOR is to provide to CITY by operation of the Contract.

VENDOR – any individual person or business entity to which the contract is issued and includes the Vendor's agents, servants, and employees.

ARTICLE 2. SERVICES AND PAYMENTS

2.1 VENDOR shall provide to CITY the services set out in the Statement of Work issued by the CITY (the "Services"). The VENDOR shall provide the Services:

- A. in accordance with the terms and subject to the conditions set forth in the Statement of Work and this Contract;
- B. using personnel of required skill, experience, and qualifications;
- C. in a timely, workmanlike, and professional manner;
- D. in accordance with the highest professional standards in VENDOR'S field; and
- E. to the reasonable satisfaction of CITY.

2.2 For the Services to be performed hereunder, CITY will pay to VENDOR those fees determined in accordance with VENDOR'S quote. Said fees will be payable within 30 days of receipt by CITY of an invoice from Service Provider accompanied by documentation reasonably requested by CITY evidencing all charges.

2.3 CITY certifies the following:

- A. An amount of money equal to or greater than the contract amount has been appropriated and budgeted for the Services.
- B. No change order or additional Contract, which requires additional compensable work to be performed by the VENDOR, will be issued by CITY unless an amount of money has been appropriated and budgeted in an amount sufficient to compensate VENDOR for such additional compensable work.

ARTICLE 3. TERM AND TERMINATION

- 3.1 This Contract shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated.
- 3.2 CITY in its sole discretion, may terminate this Contract in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least 60 days' prior written notice to Service Provider.
- 3.3 Either Party may terminate this Contract, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party breaches this Contract, and such breach is incapable of cure or is not cured within a reasonable time.

ARTICLE 4. PURCHASING ORDINANCE

This solicitation and contract are made in accordance with Chapter 4.20 of the Greeley Municipal Code, which law is incorporated by reference as if fully set forth herein.

ARTICLE 5. JURISDICTION AND COMPLIANCE WITH LAW

This Contract is executed and delivered and is intended to be performed in the State of Colorado. The laws of Colorado shall govern the interpretation and enforcement of this Contract. Venue for all actions regarding this Contract shall be Weld County, Colorado. VENDOR will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws.

ARTICLE 6. INSURANCE

VENDOR shall procure, at his own expense, and maintain for the duration of any work, insurance coverage as set forth herein at all times during the term of this Contract. All insurance policies shall be issued by insurance companies approved to do business in the State of Colorado.

- 6.1 Workers' Compensation. Workers' compensation insurance as required by state statute, and employers' liability insurance covering all VENDOR'S employees acting within the course and scope of their employment.
- 6.2 General Liability. Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - A. \$1,000,000 each occurrence;
 - B. \$1,000,000 general aggregate;
 - C. \$1,000,000 products and completed operations aggregate.
- 6.3 Automobile Liability. Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- 6.4 Professional Liability. Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
 - A. \$1,000,000 each occurrence; and
 - B. \$1,000,000 general aggregate.
- 6.5 Additional Insured. CITY shall be named as additional insured on all required policies.

- 6.6 Primacy of Coverage. Coverage required of CONTRACTOR/PURCHASER/SELLER shall be primary over any insurance or self-insurance carried by CITY.
- 6.7 Cancellation. The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 10 days prior notice to CITY.
- 6.8 Certificates. Contractor shall provide to CITY certificates evidencing VENDOR'S insurance coverage required in this Contract within seven Business Days following the Effective Date. No later than 15 days before the expiration date of VENDOR'S coverage, VENDOR shall deliver to the CITY certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the CITY, VENDOR shall, within seven Business Days following the request by the CITY, supply to the CITY evidence satisfactory to the CITY of compliance with the provisions of this Contract.

ARTICLE 7. INDEPENDENT CONTRACTOR

VENDOR is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of CITY. All persons engaged in any of the work, or services performed pursuant to this Contract shall, at all times and in all places, be subject to VENDOR'S sole direction, supervision and control. VENDOR shall exercise control over the means and manner, in which it and its employees perform the work and, in all respects, VENDOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of CITY. In the VENDOR'S capacity as an independent contractor, they are not eligible for City of Greeley Worker's Compensation coverage.

ARTICLE 8. APPROVAL OF SERVICES

The authorized representative of CITY shall be allowed to inspect the services performed and the work product offered by VENDOR at all times. VENDOR shall provide safe, convenient and proper facilities for inspection of such work product.

ARTICLE 9. CHANGES IN THE WORK

CITY, without invalidating the contract, may order additional services, and make any other reasonably related changes to the contract by altering, adding to, or deducting from services required. The price and time for completion of the services may be adjusted accordingly by mutual Contract in writing.

ARTICLE 10. DEDUCTION FOR NONCONFORMING SERVICES

If CITY deems the services deficient or inefficient and determines that modification or correction of the services is in expedient, CITY shall make an equitable reduction of the price therefore.

ARTICLE 11. CITY'S RIGHT TO TAKE OVER THE WORK

If VENDOR should fail to provide the services properly and diligently, or default in performance of any provision of the Contract and of collateral documents, CITY, after written notice to VENDOR and his surety (if any) may, without prejudice to any other remedy CITY may have, dismiss VENDOR and complete the work or hire other service providers and may deduct the cost of so doing from any unpaid balance of the price due or to become due to VENDOR. If the cost of completing the services is in excess of the unpaid balance of the price, VENDOR shall reimburse CITY the cost of such excess, which CITY has paid or will pay. CITY shall have a cause of action at law for the amount of such excess and all costs of prosecution of such action, including attorney's fees.

ARTICLE 12. CITY'S RIGHT TO SUSPEND VENDOR'S PERFORMANCE

For good and sufficient cause, such as (i) unsuitable services, (ii) improper superintendence, (iii) VENDOR'S failure to carry out any reasonable order or to perform any provision of the Contract and collateral documents, (iv) any other circumstance unfavorable for the prosecution of the work, or (v) CITY shall have the right to suspend the

VENDOR'S performance of the services for CITY'S convenience. Notice of such suspension shall be in writing. VENDOR shall resume performance of the work promptly when so notified to resume in writing.

ARTICLE 13. RIGHT TO BAR PERSONS FROM THE WORK AND SITE

CITY reserves the right to bar any person, including employees of VENDOR and Subcontractors, from CITY'S work site. This shall not be treated as a request for the employee's termination but a request that the employee not be assigned to work on CITY'S work site. No increase in contract time or price is authorized.

ARTICLE 14. ACCEPTANCE AND FINAL PAYMENT

Within a reasonable time after the VENDOR'S completion of the services, CITY will review the final work product to determine whether the services have been completed in accordance with the Contract and collateral documents. When the owner indicates approval and acceptance of the services, the VENDOR may requisition final payment, including retainage, if any, on account of the Contract price.

ARTICLE 15. GUARANTY AND WARRANTIES

VENDOR shall furnish CITY with a written guarantee for one (1) year covering all performance standards, labor, materials, and workmanship incorporated in the services performed. VENDOR, in instances of services performed or material or equipment furnished for which warranties are required by the specifications, shall procure such warranties and deliver them to CITY upon completion of the services. Such warranties will in nowise lessen VENDOR'S responsibilities under the Contract documents. Whenever warranties or guarantees are required by the specifications for a period longer than one (1) year, such longer period shall govern.

ARTICLE 16. TABOR

The parties understand and acknowledge that each party is subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Contract to the contrary, all payment obligations of CITY are expressly dependent and conditioned upon the continuing availability of funds beyond the term of CITY'S current fiscal period ending upon the next succeeding December 31. Financial obligations of CITY payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of CITY and applicable law. Upon the failure to appropriate such funds, this Contract shall be deemed terminated.

ARTICLE 17. DISPUTES

Any dispute arising under this contract, which is not disposed of by Contract, shall be decided by CITY, who shall reduce its decision to writing and furnish a copy thereof to VENDOR. The decision of CITY shall be final. Pending final decision of a dispute hereunder, VENDOR shall proceed diligently with the performance of this contract.

ARTICLE 18. REMEDIES

- 18.1 The rights and remedies under this Contract are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in this Contract.
- 18.2 The parties agree that irreparable damage would occur if any provision of this Contract were not performed in accordance with the terms hereof and that the parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

ARTICLE 19. INDEMNIFICATION

VENDOR shall indemnify and save harmless CITY, from and against all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of VENDOR, its agents, subcontractors and suppliers in the performance of services under this Contract. Such duty to indemnify and save harmless CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to VENDOR. If VENDOR is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the VENDOR, or VENDOR'S agents, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual Contract between VENDOR and CITY. VENDOR'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by CITY'S own negligence.

ARTICLE 20. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same document. This Contract, including all component parts, may be executed and delivered by electronic signature by any of the PARTIES and all PARTIES consent to the use of electronic signatures.

ARTICLE 21. AUTHORITY TO BIND

Each individual signing this Contract directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding Contract on behalf of such Party with respect to the matters concerned herein and as stated herein.

ARTICLE 22. ASSIGNMENT; SUCCESSORS AND ASSIGNS

This Contract shall not be assignable by either party without the other party's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

ARTICLE 23. NO THIRD PARTY BENEFICIARIES

This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

ARTICLE 24. SEVERABILITY

If any term or provision of this Contract or any portion of a term or provision hereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract and each portion thereof shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 25. VENUE AND GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement, and interpretation of this Contract. Venue for all actions regarding this Contract shall be Weld County, Colorado.

ARTICLE 26. COLORADO LABOR

In accordance with C.R.S. §8-17-101, all parties contracting with the City of Greeley on public works projects shall employ Colorado labor to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on this project.

EXECUTED:
The City of Greeley
Approved as to Substance

VENDOR:

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ENDORSED:
The City of Greeley
Approved as to Legal Form

Signed: _____

Name: _____

Title: _____

Date: _____

ENDORSED:
The City of Greeley
Certification of Contract Funds Availability

Signed: _____

Name: _____

Title: _____

Date: _____

Example Contract
Do Not Fill