

AGREEMENT REGARDING
"On-Call" CONTRACTOR SERVICES

Agreement No. _____

THIS AGREEMENT, made this _____ day of _____, 20__, 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 2018; 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 Agreement; 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 Agreement within the boundaries of SEMSWA or as otherwise directed in writing by SEMSWA.

3. SCOPE OF SERVICES

CONTRACTOR, at SEMSWA's request, shall provide construction services as follows: As described in Exhibit A, hereinafter (Task or Project) and such construction services shall be completed by the date set forth in Exhibit A.

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 Agreement 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 or CONTRACTOR's subcontractors 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 Agreement, 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 Agreement, 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 Agreement. SEMSWA may appoint a Project Manager who shall represent the Executive Director in matters related to 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 AGREEMENT

The duration of this Agreement shall be from date of execution of this Agreement through December 31, 2018, unless changed by amendment(s) to this Agreement.

9. TERMINATION OF AGREEMENT

This Agreement 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 performed to termination date as determined by SEMSWA. This payment shall be full satisfaction of all obligations to CONTRACTOR under this Agreement.

10. CHANGES IN AGREEMENT

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 Agreement. Total cost for the construction services that may be authorized hereunder shall not exceed \$30,000 without prior approval of the SEMSWA Executive Director.

This Agreement, specifically Paragraph 3 and 4 and Exhibit A, may be amended by mutual agreement of the PARTIES contained in a NOTICE OF AMENDMENT for the purposes of adding or substituting a new and separate Task or Project to be performed by CONTRACTOR pursuant to all other terms of this Agreement.

11. INSURANCE

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

| Insurance | Minimum Limits |
|---------------------------------|--|
| A. Commercial General Liability | \$1,000,000 each occurrence and in the aggregate in combined single limit coverage for bodily injury and property damage |
| B. Automobile Liability | \$1,000,000 each occurrence in combined single limit coverage for bodily injury and property damage |
| C. 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 Agreement by CONTRACTOR, CONTRACTOR's employees, subcontractors, agents, or representatives. CONTRACTOR may elect not to provide the above-specified coverage for the subcontractors. In that event, CONTRACTOR shall require that the subcontractors procure and maintain the same insurance coverage as set forth above.

SEMSWA shall be listed as "additionally insured" on all commercial liability insurance policy/certificates and all automobile liability insurance policy/certificates.

Certificates of Insurance showing CONTRACTOR is carrying the above-described insurance shall be provided to SEMSWA at the time of execution of this Agreement. 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 the subcontractor pertaining to this Agreement. 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 shall 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 Agreement 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.

13. ASSIGNABILITY

This Agreement 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 Agreement 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 Agreement, 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 Agreement 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 Agreement:

- A. Exhibit A, Scope of Services
- B. Exhibit B, Contractor Questionnaire
- C. Exhibit C, Special Conditions Illegal Aliens
- D. SEMSWA'S general conditions and standard specifications located on SEMSWA's website: www.semswa.org. CONTRACTOR acknowledges that it has read and is familiar with those general conditions and standard specifications.

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

COMPANY

By _____

Title _____

Date _____

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

By _____

Title Executive Director _____

Date _____

EXHIBIT C - SPECIAL CONDITIONS

Illegal Aliens.

1. Contractor shall not:
 - a) Knowingly employ or contract with an illegal alien to perform work under this Contract or
 - b) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

2. Contractor has verified or attempted to verify through participation in The Employment Eligibility Verification Program (E-Verify) previously known as the Basic Pilot Program (created in Public Law 208, 104th Congress, As Amended, and expanded in Public Law 156, 108th Congress, As Amended, that is administered by the United States Department of Homeland Security) that Contractor does not employ any illegal aliens.

3. Contractor shall not use the E-Verify procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

4. Contractor, if it obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - a) Notify the subcontractor and SEMSWA within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien and
 - b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required in Paragraph 4.a. the subcontractor does not stop employing or contracting with the illegal alien. Except the Contractor shall not terminate the contract with the subcontractor, if during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

5. Contractor shall comply with any reasonable request by the Department of Labor and Employment (Department) made in the course of an investigation that the Department is undertaking pursuant to 8-17.5-102 (5) C.R.S.

6. SEMSWA may terminate this Contract for a breach of contract if Contractor does not fully and completely comply with these Special Conditions. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to SEMSWA.

CERTIFICATION BY CONTRACTOR
EMPLOYMENT OF ILLEGAL ALLIENS

_____, Contractor hereby certifies to SEMSWA that, as of the date of execution of this Certification, it does not knowingly employ or contract with an illegal alien and that the Contractor has participated in The Employment Eligibility Verification Program (E-Verify) previously known as the Basic Pilot Program (created in Public Law 208, 104th Congress, As Amended, and expanded in Public Law 156, 108th Congress, As Amended, that is administered by the United States Department of Homeland Security) in order to verify that it does not employ illegal aliens.

Dated: _____

_____, Contractor

By _____

Title: _____

Certification to be executed and provided to SEMSWA prior to execution of a contract with Contractor.