

CONTRACT

DETAILS SUMMARY	
Oracle Contract Number	301479
Boulder County Housing Authority Contact Information	
Department	Boulder County Housing Authority (BCHA)
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contract Contact	Michelle Alexander malexander@bouldercounty.org HHScontracts@bouldercounty.org
Invoice Contact	malexander@bouldercounty.org BCHAInvoices@bouldercounty.org
Contractor Contact Information	
Contractor Name	Native Edge Associates, Inc.
Address	4625 Broadway Boulder, CO 80304
Contact	Travis Popiel
Contact Email	travis@nativeedgelandscapes.com
Contract Term	
Start Date	October 1, 2021
Expiration Date	September 30, 2022
Final End Date	September 30, 2025
Contract Amount	
Contract Amount	\$396,005 Not-to-Exceed
Brief Description of Work	
Snow removal at BCHA properties in Longmont, Boulder, Niwot, Lyons, and Nederland	
Contract Documents	
a. Formal Procurement (RFP/Bid/SOQ) No. 7248-21 (the "Bid Documents") b. Contractor's proposal in response to the Bid Documents (the "Proposal") c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A d. Fee Schedule and Invoicing, attached as Exhibit B	
AUTHORITY INTERNAL USE ONLY	
Purchasing Details	
Bid Number	7248-21
BOCC Bid Award Date	October 5, 2021
Bid Process Used	Bid number provided above
Purchasing Notes	There were three bids for landscaping and snow removal services. One of the vendors only bid on one property for landscaping and were not selected. The other two bids were evaluated and selected based on price, capacity, and properties currently being served.
COVID-19 Related?	No

THIS CONTRACT ("Contract") is entered into by and between the Housing Authority of the County of Boulder, Colorado, a public body, corporate and politic ("Boulder County Housing Authority" or "Authority") and Native Edge Associates, Inc. ("Contractor"). Authority and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon Authority and not otherwise contained in this Contract.

2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.

4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, Authority will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to Authority upon request. Contractor must submit an invoice to the Authority by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County Housing Authority" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Authority may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. Authority may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. Authority's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. Authority, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work does not entitle Contractor to additional compensation from Authority.

7. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in

writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the Authority that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: Authority may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the Authority and interference with Authority operations. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless Authority and Boulder County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. Authority and Boulder County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. Authority prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Contractor will provide to authorized Authority, Boulder County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the Authority and explain what efforts it has made to obtain the information.

12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the Authority for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code,

the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, Authority will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination

a. Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

b. Non-Appropriation: The other provisions of this Contract notwithstanding, Authority is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. Authority has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, Authority may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

c. Convenience: In addition to any other right to terminate under this Section 13, Authority may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from Authority property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the Authority, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on Authority property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If Authority terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by Authority in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the Authority for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, Authority may, at its sole discretion, exercise one or more of the following remedies

(in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this Contract:

a. Suspend Performance: Authority may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the Authority and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the Authority.

b. Withhold Payment Pending Corrections: Authority may permit Contractor to correct any rejected Work at the Authority's discretion. Upon Authority's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the Authority. Upon full and final completion of the corrections satisfactory to the Authority, Authority will remit payment to Contractor.

c. Deny Payment: Authority may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the Authority in its sole discretion. Upon Authority request, Contractor will promptly refund any amounts prepaid by the Authority with respect to such non-compliant Work.

d. Removal: Upon Authority's request, Contractor will remove any of its employees or agents from performance of the Work, if Authority, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: Authority does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the Authority receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): *The phrase "unauthorized worker" as used in this provision shall have the same and intended meaning as "illegal alien" as such phrase is used in C.R.S. §§ 8-17.5-101, et seq.* Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an unauthorized worker who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all

employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an unauthorized worker to perform work under this Contract; (ii) shall not 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 unauthorized worker to perform work under this Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an unauthorized worker, Contractor shall (a) notify the subcontractor and Authority within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an unauthorized worker; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the unauthorized worker; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an unauthorized worker. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the Authority to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Authority.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the Authority. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the Authority for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
28. Colorado Open Records Act: Authority may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.
29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.
30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the Authority's or Boulder County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
31. Representations and Warranties: Contractor represents and warrants the following:
- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
 - b. The individual executing this Contract is authorized to do so by Contractor;
 - c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
 - d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.
32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. Authority approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.
33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the Authority if Contractor is served with a pleading or other document in connection with any such action.
34. Tax Exemption: Authority is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the Authority, and the Authority shall not be liable to pay any taxes imposed on Contractor. Authority shall provide its tax exemption status information to Contractor upon request.
35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the Authority under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract (“Work Product”) will be owned exclusively by the Authority. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the Authority all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the Authority in commercial advertising without prior written consent of the Authority. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the Authority its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the Authority, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the Authority. Authority may set reasonable conditions on any disclosure authorized by the Authority under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: Authority encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. “Environmentally preferable purchasing” means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the Authority’s commitment to protecting our air, water, soil, and climate for current and future generations. Authority encourages Contractor to incorporate the following actions into Contractor’s performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: AUTHORITY AND BOULDER COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS

OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. AUTHORITY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY AUTHORITY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

44. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the Authority demonstrating adequate insurance coverage as required by this Section. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the Authority. Contractor will forward Certificates of Insurance directly to HHScontracts@bouldercounty.org.

a. Boulder County Housing Authority as Additional Insured: Boulder County Housing Authority, Boulder County, MFPH Acquisitions LLC and Tungsten Village LLC shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *Housing Authority of the County of Boulder, Colorado, a public body, corporate and politic; County of Boulder, State of Colorado, a body corporate and politic; MFPH Acquisitions, LLC, a Colorado limited liability company and Tungsten Village, LLC, a Colorado limited liability company, are named as Additional Insured.*

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the Authority except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the Authority any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. Insurance Obligations of Authority: Authority is not required to maintain or procure any insurance coverage beyond the coverage maintained by the Authority in its standard course of business. Any insurance obligations placed on the Authority in any of the **Contract Documents** shall be null and void.

d. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

e. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the Authority.

f. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Authority, its organizations, officers, agents, employees, and volunteers.

g. Requirements: For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the Authority, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

ii. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

iii. **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

iv. **Umbrella / Excess Insurance**

Umbrella/Excess Liability insurance in the amount \$10,000,000.00, following form.

vi. **Pollution Liability**

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Authority shall be named as an additional insured for ongoing operations and completed operations.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter date indicated below.

SIGNED for and on behalf of Contractor	
Signature: <i>Travis Popiel</i>	Date: October 11, 2021
Name: Travis Popiel	Title: Client Manager
SIGNED for and on behalf of Boulder County Housing Authority	
Signature: <i>Matt Jones</i>	Date: October 11, 2021
Name: Matt Jones	Title: Chair
Attester Signature: <i>Cecilia Lacey</i>	Date: October 11, 2021 <i>CL</i>
Name: Cecilia Lacey	Title: Clerk to the Board
Approved as to Content and Form: <i>Norris Boyd</i>	Date: October 11, 2021

EXHIBIT A SCOPE OF WORK

A. GENERAL CONTRACTOR REQUIREMENTS

1. Contractor shall provide all management, tools, supplies, equipment, and labor necessary to ensure that snow/ice removal services are performed at BCHA owned and operated sites in a manner that will maintain a satisfactory and safe environment.
2. Contractor shall take all reasonable precautions required to protect landscape areas and property from equipment damage.
3. Prior to the commencement of any work, the Contractor shall attend an orientation meeting with BCHA to discuss the specific requirements per site for snow shoveling, plowing, ice treatment and snow storage.
4. Contractor shall provide a list of the snow removal equipment and type of ice melt that will be used on site.

B. SNOW AND ICE REMOVAL SPECIFICATIONS

1. The determination of snowfall depth at each site will be made by an independent service, selected by the Contractor, based on local meteorological data.
2. Contractor shall remove snow and ice from sidewalks, steps, stairs, entrance ramps, ADA accessible parking spaces, and emergency exits.
 - a. Contractor shall ensure the full width of the sidewalk is free of snow accumulation, piles, or drifts by removing all snow and ice from sidewalks, steps, entrance ramps, and ADA accessible parking spaces.
 - b. Contractor shall remove snow, including drift or piles, from all remaining paved surfaces such as roads. Only the main drive areas shall be plowed (with the exception to ADA accessible parking spaces and access areas), as most of the parking spaces in the lots will be occupied.
 - c. Contractor shall remove snow to ensure access to all trash and recycle receptacles.
3. Snow Storage
 - a. Snow shall be pushed and stored at snow storage areas identified by BCHA at the beginning of the season.
 - b. No snow shall be stored in any drainage areas, driveway, sidewalk, alley entrance, trash enclosure areas, or other areas that would result in blocking access to those areas. Snow will never cover or block access to any fire hydrant, emergency exit, or fire lane.
4. Priority Areas

Snow shall be removed within 24 hours at all sites after an event exceeding (1) inch:

 - a. Snow removal should be prioritized as follows:
 - Priority 1 sites
 - Priority 2 sites
 - b. See Exhibit B – Fee Schedule and Invoicing for the Priority Areas.
5. Snow Plowing
 - a. Contractor shall plow the parking lots to remove the majority of the snow/ice. Since most of the parking spaces in the parking lots will be occupied during this phase of snow removal, only the main drive areas shall be plowed (with the exception to ADA accessible parking spaces and access areas).
 - b. ADA accessible parking areas are given priority and will be cleared first before clearing other parking or driveway areas.

6. Ice Melt
 - a. Contractor shall spread sand and/or ice melt on the common sidewalks, steps, stairs, and ramps, as necessary, to restrict the formation of ice on solid surfaces.
 - b. Special attention shall be given to north sidewalk ways and common disabled access ways.
 - c. Contractor shall de-ice ADA accessible parking spaces.
 - d. De-icer should be spread out evenly and generously to ensure that all ice is melted.
 - e. Salting for ice/snowstorms: Salt/ice melt must be CDOT and EPA approved, and must be environmentally friendly to minimize damage to concrete, landscape and wildlife.
7. Heavy Snowfall
 - a. At the request of BCHA, when snowfall is heavy or accumulations become excessive, Contractor must be able to remove excess snow from the site.
 - b. Snow will be piled in areas so as not to unreasonably impede normal traffic flow, parking or create re-freeze concerns. Upon completion of snow plowing, Contractor will apply an ice melt product to sidewalk areas.
 - c. Upon request, Contractor will remove and dispose of excess snow from the premises.
8. Upon request by BCHA, Contractor shall immediately remove ice to provide secure footing or safe driving conditions by the snow removal operation, or by sanding with washed sand or application of slice product. Contractor will provide all materials. Contractor shall remove and dispose of excess accumulations of sand.

**EXHIBIT B
FEE SCHEDULE AND INVOICING**

A. SNOW REMOVAL RATES BY SITE

1. Contractor shall remove snow at the sites listed in Table 1 – Native Edge - Snow Removal October 15, 2021 – April 15, 2021.
2. For all sites listed, Contractor shall be solely responsible for all snow removal, including evenings weekends and holidays.

TABLE 1 NATIVE EDGE - SNOW REMOVAL OCTOBER 15, 2021 - APRIL 15th, 2022					
L O N G M O N T	PROPERTY NAME	PROPERTY ADDRESS	SEASONAL EXPENSE	MONTHLY EXPENSE	PRIORITY AREA
	COTTONWOOD CT	1403, 1411, 1419, 1425, 1433 Emery St.	\$ 13,909.98	\$ 1,987.14	2
	SUMNER	1321,1327 Sumner St.	\$ 11,869.97	\$ 1,695.71	2
	CASA ESPERANZA	1520 S. Emery St.	\$ 31,889.97	\$ 4,555.71	2
	CAMBRIDGE	Cambridge	\$ 11,870.18	\$ 1,695.74	2
	1410 EMERY	1410 Emery St.	\$ 9,987.46	\$ 1,426.78	2
	MEADOWS	80 & 84 21 st Street	\$ 20,135.01	\$ 2,876.43	2
B L D R	PROPERTY NAME	PROPERTY ADDRESS	SEASONAL EXPENSE	MONTHLY EXPENSE	PRIORITY AREA
	CATAMARAN CT	6653,6655,6657,6663,6665,6667,6683,6685, 6687,6693,6695,6697 Kalua Rd.	\$ 22,015.00	\$ 3,145.00	2
N I W O T	PROPERTY NAME	PROPERTY ADDRESS	SEASONAL EXPENSE	MONTHLY EXPENSE	PRIORITY AREA
	EAGLE PLACE	6782 & 6786 79th street	\$ 12,394.97	\$ 1,770.71	1
L Y O N S	PROPERTY NAME	PROPERTY ADDRESS	SEASONAL EXPENSE	MONTHLY EXPENSE	PRIORITY AREA
	WALTER SELF	335 Railroad Ave.	\$ 14,202.02	\$ 2,028.86	1
	BLOOMFILED PL	722 5 th Avenue	\$ 14,202.02	\$ 2,028.86	1
	MOUNTAIN GATE	502,504,506, 508,510,512 2 nd Ave.	\$ 18,027.52	\$ 2,575.36	2
N E D	PROPERTY NAME	PROPERTY ADDRESS	SEASONAL EXPENSE	MONTHLY EXPENSE	PRIORITY AREA
	PRIME HAVEN	170 E. 2 nd St.	\$ 44,874.97	\$ 6,410.71	1
	BEAVER CREEK	140, 150, 160 E. 3 rd St.	\$ 44,874.97	\$ 6,410.71	2
	RODEO CT	421,431,439, 449,459,469 Rodeo Ct.	\$ 44,874.97	\$ 6,410.71	2
	TUNGSTEN VILLAGE	333 Highway 72	\$ 44,874.97	\$ 6,410.71	1
TOTAL			\$ 360,003.98	\$ 51,429.14	
10% Contingency			\$ 36,000.40		
Total w/10% Contingency			\$ 396,004.38		

- B.** There are no additional charges to BCHA if Contractor is asked to return to a site to address items not completed per scope and/or due to service quality issues.

C. INVOICING

1. Contractor shall submit monthly invoices to the Authority by the last working day of the month following the month that the work was completed.
2. **All invoices submitted require the following components:**
 - a. Contractor's name and address (which must match the submitted W-9 or W-9 with remit address)

- b. payment remittance address
 - c. payer name and address
 - d. date of invoice
 - e. invoice number
 - f. brief description of services provided
 - g. dates of services
 - h. site location
 - i. itemization of services, parts and labor (including quantities and unit prices)
 - j. total amount due
3. Separate invoices should be provided for each site location based on the site locations listed in Exhibit B.
4. Send completed invoices via email to: malexander@bouldercounty.org and BCHAIinvoices@bouldercounty.org.
5. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment.
6. Payment will not be made until services rendered meet the approval of the Authority.
7. The Authority will follow-up with Contractor within 15 days of receipt of an invoice should there be any questioned or unsupported costs.
8. Every reasonable attempt will be made by the Authority to provide payment to Contractor within 30 days of receipt of an acceptable invoice. The Authority shall not pay any late fees.
9. The Authority reserves the right to recoup any damages incurred as a result of Contractor's failure to submit invoices pursuant to the terms of this paragraph.