Project:_____
Contractor:_____
Total Cost:_____
Term:_____
Acct. or P.O. #: _____

GENERAL CONTRACT FOR GOODS AND/OR SERVICES LESS THAN $50,000
(SHORT FORM)

THIS AGREEMENT ("Agreement"), is made this _____ day of _____, 20__, between the City of Lafayette, a Colorado home rule city and municipal corporation, hereinafter referred to as "LAFAYETTE," and _____, as independent contractor, hereinafter referred to as "CONTRACTOR," and provides as follows:

ARTICLE I
SCOPE OF SERVICES

Section 1.1 Services: LAFAYETTE retains CONTRACTOR, and CONTRACTOR agrees to provide the goods and to perform and complete the work, personal services and/or furnish the necessary equipment, supplies or materials in accordance with and/or as described in Schedule A, hereinafter referred to as the "Project." Schedule A is hereby incorporated by reference and made a part of this Agreement. To the extent that this Agreement and Schedule A conflict, the provisions of this Agreement shall prevail. Additional goods or services beyond those set out in Schedule A, if requested, shall be provided only when authorized in writing by LAFAYETTE.

Section 1.2 Contract Time: CONTRACTOR shall commence work upon direction to proceed from Lafayette and complete the Project on or before _____, 20__.

Section 1.3 Independent Contractor: CONTRACTOR shall at all times control the means and manner by which CONTRACTOR performs the work, subject to LAFAYETTE's right to monitor, evaluate and improve such work. CONTRACTOR shall at all times be and act as an independent contractor and not as an employee of LAFAYETTE.

Section 1.4 Warranty of Contractor: CONTRACTOR warrants that title to all goods, materials and equipment covered and paid for under this Agreement will pass to LAFAYETTE, either by incorporation in the Project or upon the receipt of payment by CONTRACTOR,

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whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no services, goods, materials or equipment paid for under this Agreement will have been acquired by CONTRACTOR, or by any other person performing services at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person.

CONTRACTOR warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses required by law. All professional services shall be performed timely in accordance with generally accepted professional practices and the level of competency presently maintained by other professionals providing the same general type of work as set forth in the Scope of Services.

ARTICLE II
COMPENSATION FOR SERVICES

Section 2.1 Compensation: In consideration of the completion of the Project specified herein by CONTRACTOR, LAFAYETTE shall pay CONTRACTOR (check and initial below as applicable):

☐ _____ A fixed sum of $_____.

☐ _____ Based upon a time, materials and expenses basis, pursuant to the rate schedule attached hereto as Schedule A, but in no event shall the total compensation exceed $ _____.

☐ _____ As described in Schedule A.

Section 2.2 Payment: LAFAYETTE will make payment due to CONTRACTOR for compensation for completed work within thirty (30) days after invoices submitted by CONTRACTOR, which invoice(s) may not be submitted more frequently than monthly. Invoices shall indicate the basis upon which payment is requested, such as percentage of the Project completed, or actual time, materials and expenses. LAFAYETTE shall submit invoice disputes, if any, to CONTRACTOR within thirty (30) days for resolution by mutual consent.

Section 2.3 Set Off: In addition to any other rights LAFAYETTE has under this Agreement to indemnification or recoupment, CONTRACTOR agrees that LAFAYETTE is entitled to set off any amounts it may owe CONTRACTOR under this Agreement against such claims for indemnity or recoupment.

Section 2.4 No Multi-Year Fiscal Obligation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, LAFAYETTE's obligations under this

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Agreement are subject to annual appropriation by the City Council of the City of LAFAYETTE. Any failure of a City Council annually to appropriate adequate monies to finance LAFAYETTE's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 2.5 Appropriation: If this is a contract for the design or construction, or both the design and construction of a public works project, LAFAYETTE has appropriated funds equal to or in excess of the Contract Price.

ARTICLE III
ADMINISTRATION OF THIS AGREEMENT

Section 3.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry and warrants that all materials incorporated in the Project be free from defect of material or workmanship and conform strictly to the specifications, drawings or samples specified or furnished. This Section 3.1 shall survive any inspection, delivery, acceptance or payment by LAFAYETTE.

Section 3.2 Ownership and Use of Documents: (check and initial all that apply)

☐ _____ (a) The following Sections 3.2(a)(1) and (2) are applicable to design professionals (architects, engineers, etc.):

(1) The documents prepared by CONTRACTOR in connection with the Project and copies thereof furnished to other parties are for use solely with respect to the Project. Such documents are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of LAFAYETTE and CONTRACTOR. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(2) Notwithstanding the provisions of Section 3.2(a)(1) above, LAFAYETTE may utilize any such documents generated in connection with the Project by CONTRACTOR for other projects, provided that CONTRACTOR is not held liable for future project applications other than the Project described pursuant to this Agreement.

☐ _____ (b) The following Sections 3.2(b)(1) through (3) are applicable to nonprofessionals (contractors, suppliers, etc.):

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(1) Any documents prepared by CONTRACTOR, and copies thereof furnished to other parties are for use solely with respect to this Project. They are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of LAFAYETTE and CONTRACTOR. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by the CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(2) CONTRACTOR, and any subcontractor or supplier or other person or organization performing or furnishing any work for the Project under a direct or indirect contract with LAFAYETTE (i) shall not have or acquire any title to or ownership rights in any of any documents (or copies of documents) prepared in connection with the Project by a design professional and (ii) shall not reuse any of such documents or copies for extensions of the Project or any other project without written consent of LAFAYETTE and the design professional and specific written verification or adaption by the design professional.

(3) Notwithstanding the provisions of Sections 3.2(b)(1) and (2) above, LAFAYETTE may utilize any documents generated in connection with the Project by a design professional or CONTRACTOR for other projects, provided that such design professional and CONTRACTOR are not held liable for future project applications other than the Project described pursuant to this Agreement. LAFAYETTE shall not convey any such documents generated by CONTRACTOR to a third party or use any such documents in a manner adverse to the CONTRACTOR.

Section 3.3 Insurance:

(a) During the term of this Agreement, CONTRACTOR shall cause to maintain, in full force and effect, a general and professional (if professional services are provided) liability insurance policy or policies with minimum combined single limits of Six Hundred Thousand Dollars ($600,000.00) that will insure and indemnify LAFAYETTE and CONTRACTOR against liability or financial loss resulting from injuries occurring to persons or property in, about, or to the premises or occurring as a result of any acts or activities of CONTRACTOR. The insurance shall not be canceled without a written notice to LAFAYETTE. The policy or policies shall be written by a responsible company or companies. A copy of each such policy or certificate shall be attached to this Agreement. The insurance shall not be cancelled without a written notice to LAFAYETTE.

(b) CONTRACTOR shall maintain Workers' Compensation insurance and vehicle liability insurance for the duration of this Agreement. The insurance shall not be canceled without a written notice to LAFAYETTE. The policy or policies shall be written by a

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responsible company or companies. A copy of each such policy or certificate shall be attached to this Agreement.

(i) In the event any services are performed by a subcontractor, CONTRACTOR shall require such subcontractor to provide workers' compensation insurance for its employees.

(c) The parties hereto understand and agree that LAFAYETTE is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to LAFAYETTE, its officers or its employees.

Section 3.4 Indemnification: CONTRACTOR shall defend, indemnify and hold harmless LAFAYETTE and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, to the extent that such claim, damage, loss or expense is caused, or alleged to be caused, in whole or in part, by any negligent, reckless or intentional act or omission of CONTRACTOR or anyone directly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable.

Section 3.5 Subcontractor: CONTRACTOR shall, as soon as practicable after the signing of this Agreement, notify LAFAYETTE in writing for LAFAYETTE's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor. LAFAYETTE may, in its reasonable discretion, reject any proposed subcontractor, in which case CONTRACTOR shall either perform such component or the work itself, or secure a subcontractor acceptable to LAFAYETTE.

Section 3.6 Termination for Convenience:

This Agreement may be terminated by LAFAYETTE without cause upon seven (7) days written notice to the CONTRACTOR. In the event of termination, LAFAYETTE will pay CONTRACTOR for all services satisfactorily performed and for goods provided to date of termination. If payment is otherwise due in a fixed sum, LAFAYETTE will pay CONTRACTOR for the pro rata value of the completed portion of the Project. If, however, CONTRACTOR has substantially or materially breached the standards or terms of this Agreement, LAFAYETTE shall have any remedy or right to set off available at law and equity.

Section 3.7 Binding Effect/Non-Assignability: LAFAYETTE and CONTRACTOR each binds itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither LAFAYETTE nor CONTRACTOR

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shall assign or transfer its interest in, or obligations under, this Agreement without the written consent of the other.

Section 3.8 Compliance with Law: Contractor agrees to perform the work in compliance with all applicable federal, state, county and city laws, ordinances, rules and regulations.

Section 3.9 Immigration Status Obligations:

a) Contractor certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Contractor will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

b) Contractor shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2) 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 the public contract for services.

c) Contractor shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d) Contractor is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

e) If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Contractor shall be required to:

1) Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of

SAMPLE

receiving the notice required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that 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.

f) Contractor shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et.seq., as amended from time to time.

g) If Contractor violates any of the provisions set forth in this section, the City may terminate the Agreement and Contractor shall be liable for all actual and consequential damages incurred by the City.

Section 3.10 Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized. Facsimile and e-mail addresses are provided for convenience only.

Lafayette:	City of Lafayette 1290 South Public Road Lafayette, Colorado 80026 Attn:_____ Telephone:_____ Facsimile:_____ E-mail:_____	Contractor:	_____ _____ _____ Attn:_____ Telephone:_____ Facsimile:_____ E-mail:_____

ARTICLE IV
RESPONSIBILITIES OF LAFAYETTE

Section 4.1 Project Materials/Confidentiality: LAFAYETTE shall provide CONTRACTOR with data, information, reports and other such documentation as may be reasonably available to LAFAYETTE, and reasonably required by CONTRACTOR to perform services under this Agreement. No information shall, unless as required by law, be disclosed by CONTRACTOR to third parties without prior written consent of LAFAYETTE. All documents provided by LAFAYETTE to CONTRACTOR shall be returned to LAFAYETTE. CONTRACTOR is authorized by LAFAYETTE to retain copies of such data and materials at CONTRACTOR'S EXPENSE.

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Section 4.2 Access to Property and Records: LAFAYETTE shall provide CONTRACTOR with access to its property as required and necessary to complete the contract. To the extent required by law, LAFAYETTE and CONTRACTOR agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-101, *et seq*. CONTRACTOR agrees to hold LAFAYETTE harmless from the disclosure of any records that LAFAYETTE reasonably believes it is legally required to disclose.

Section 4.3 LAFAYETTE's Representative: LAFAYETTE shall designate, in writing, a representative who shall have authority to act for LAFAYETTE with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define LAFAYETTE's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONTRACTOR's services.

Section 4.4 Verbal Agreement or Conversation: No verbal agreement or conversation with any officer, agent or employee of LAFAYETTE, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado. Venue for any litigation shall be in Boulder County.

Section 5.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties (a "Change Order").

Section 5.3 Counterparts. This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 5.4. Severability: If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

Section 5.5. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to

SAMPLE

this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

Section 5.6. Default/Attorney's Fees: In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

Section 5.7. No Waiver: Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

CITY OF LAFAYETTE

By:_____
Name:_____
Title:_____

Attest:

_____
City Clerk

APPROVAL AS TO FORM:

_____
David Williamson, City Attorney

CONTRACTOR

By:_____
Name:_____
Title:_____

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SCHEDULE A

(Attached to and made a part of the Agreement between the City of Lafayette and _____ dated _____)

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