

**CONSTRUCTION CONTRACT**  
**City of Boulder Manufactured Housing Wind Damage Repair**  
**And Efficiency Upgrade Grant Program**

THIS CONTRACT (“Contract”) is made at the City of Boulder, Colorado, between \_\_\_\_\_ (“Owner”), whose address is \_\_\_\_\_ and \_\_\_\_\_ (“Contractor”) whose address is \_\_\_\_\_. In consideration of these mutual covenants and conditions, the Owner and Contractor agree as follows:

**PROGRAMS.**

Wind Damage Repair Program: \$ \_\_\_\_\_

Efficiency Upgrade Program: \$ \_\_\_\_\_

**SCOPE OF WORK.** The Contractor shall execute the specified Work described in the Work Description.

**CONTRACT.** This Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

**LIST OF CONTRACT DOCUMENTS.**

**The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated. The Contract Documents, except for Modifications issued after execution of this Agreement, are:**

1. Change Orders,
2. Construction Contract (including Work Description),
3. Addenda, if any,
4. City of Boulder Construction Contract General Conditions and Special Conditions,
5. Mobile Home Wind Damage Repair and Efficiency Upgrade Grant Program Regulations and Procedures,
6. Scope of Work and/or Cost Estimate,
7. Specifications and Drawings, if any: \_\_\_\_\_
8. Notice to Proceed
9. Insurance Certificates.

**NOTICE TO PROCEED.** The execution date of this Contract serves as the Owner’s and the City of Boulder’s official Notice to Proceed unless the parties mutually agree upon another date in writing. The Contractor’s signature on this contract is the acceptance of the official Notice to Proceed.

**CONTRACT PRICE.** The Contract amount is **XXX Dollars (\$XXX.00)**. Upon full execution of the Contract, the City of Boulder (City) shall pay half of the Contract amount to the Contractor or XXX Dollars (\$XXX.00). The final amount to be paid is subject to Change Orders as approved in writing by the Owner and the City of Boulder (City), under the guidelines specified in the General Conditions for the purposes of this Contract. Upon the approval of Owner, the City will pay the balance owed to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. Contractor shall use the funds exclusively for the purposes set forth in the Scope of Work and for no other purpose without the express written consent of the City.

**COMPLETION OF WORK.** The Contractor must begin work covered by the Contract within **15** calendar days, and must complete work within **60 days** from and including the date of Notice to Proceed, according to the General Conditions.

**INSURANCE PROVISIONS.** The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions and submits proof of that insurance to the City. Such insurance must have the approval of the City as to limits, form and amount.

**STATUS OF CONTRACTOR.** The Contractor is performing all work under the Contract as an independent contractor and not as an agent or employee of the City. No employee or official of the City will supervise the Contractor nor will the Contractor exercise supervision over any employee or official of the City. The Contractor shall not represent that it is an employee or agent of the City in any capacity. **The Contractor and its employees are not entitled to Workers' Compensation benefits and are obligated to pay federal and state income tax on money earned pursuant to the Contract.** This is not an exclusive contract.

**THIRD PARTY BENEFICIARIES.** None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract, except for the City. Any person except the City, Owner or the Contractor receiving services or benefits under the Contract shall be only an incidental beneficiary.

**INTEGRATION.** This contract integrates the entire understanding of the parties with respect to the matters set forth. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

SIGNATURE PAGE FOLLOWS.

Executed this \_\_\_ day of \_\_\_\_\_, 202\_\_.

**OWNER(S)**

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

Company Name: \_\_\_\_\_

Contact Signature: \_\_\_\_\_

Title: Owner

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_