

The Taunton Housing Authority
Contract for Elevator Maintenance Services

Contract Agreement Example

Elevator Contract Document

Invitation for Bids Issue Date: January 25, 2012
Vendor Site Visit: February 6, 2012 at 9:00 a.m.
Bid Due Date/Opening: February 16, 2012 at 2:00 p.m.

Year One: Contract Start Date - March 1, 2012; Contract End Date - February 28, 2013
Alternate No. 1 - Year Two: Contract Start Date - March 1, 2013; Contract End Date - February 28, 2014
Alternate No. 2 - Year Three: Contract Start Date - March 1, 2014; Contract End Date - February 28, 2015

Taunton Housing Authority
30 Olney Street Suite B
Taunton, MA 02780-4141
508-823-6308
Fax: 508-822-3460

Colleen Doherty, Executive Director
Kimberly Lavigne, Assistant Director
John Massey, Superintendent of Maintenance



Agreement

This Work for Hire Agreement (this "Agreement") is made effective as of this day _____
_____ by and between the Taunton Housing Authority of 30 Olney
Street, Taunton, MA, 02780 and (Contractor Name as) _____

_____.

In this Agreement, the party who is contracting to receive services shall be referred to as "the Authority", and the party who will be providing the services shall be referred to as "the Contractor".

The Contractor shall provide maintenance, testing, and repair of three (3) Hydraulic Elevators; two (2) of the elevators are located at 30 Olney Street, Taunton, MA and one (1) at Caswell Grove, 417 Middleboro Avenue, East Taunton, MA.

The Contractor has calculated as part of his/her proposal, and will provide, the following insurance coverage. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the term of this contract.

Insurance requirements:

Worker's Compensation:

- Worker's Compensation: Coverage A
- Employer's liability: Coverage B up to \$500,000 each accident

Contractor's Commercial General Liability

- Bodily Injury & \$1,000,000. Each occurrence
- Property Damage \$1,000,000. General aggregate

Vehicle Liability

- Bodily Injury & \$2,000,000. Each person
- Property Damage \$500,000 each accident
- \$1,000,000 Combined Single Limit

The certificate of insurance must indicate that the Taunton Housing Authority will be notified thirty (30) days prior to the lapse, cancellation and/or change of this coverage.

General conditions of form HUD-5370-C, Section I and Section II, and 24 C.F.R. § 135.38, Section 3 Clause, are part of this Contract, including the following:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The Contractor agrees to abide to the following terms of this Contract:

- This Contract, together with the following documentation, form the Contract and all are as fully a part of the Contract as if attached to this Contract or repeated herein:
 - Bid Pricing Sheet(s)
 - Invitation for Bids
 - Service Contract Act (SCA) Prevailing Wage Schedule
 - Form HUD-5369-B Instructions to Offerors – Non Constructions

- Form HUD 5369-C Certifications and Representations of Offerors – Non-Construction Contract
- Form HUD 5370-C, Section I and Section II
- Standard Form LLL Disclosure of Lobbying Activities
- Form HUD 50070 Certification for a Drug-Free Workplace
- Form HUD 50071 Certification of Payments to Influence Federal Transactions
- 24 C.F.R. § 135.38, Section 3 Clause
- Section 3 Certification

The services provided pursuant to this contract consist of those services for the Authority as described herein and within the aforementioned Contract documents. Said services shall be provided on the dates and times determined by the Authority at the designated Authority facilities.

- The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of work, with the exception of the Annual State Inspection which is paid for by the Taunton Housing Authority.
- The Contractor shall pay its employees prevailing Federal Wage Determinations (found at <http://www.wdol.gov>) determined by the Service Contract Act (SCA) for all work to the elevators (see attached SCA Wage Determination Schedule). The Contractor shall provide copies of all certified payroll reports with each invoice.
- The Authority shall not pay travel expenses/truck fees associated with the performance of work outlined under this proposal.
- All work must be performed by Massachusetts licensed elevator service technicians that are employed by the Contractor.
- The Contractor is responsible for removal and disposal of hydraulic fluids, other wastes and/or hazardous materials generated during the performance of work.
- The Contractor must provide twenty-four hour, 365 days a year, emergency call service and respond to regular, non-emergency service calls within four (4) hours and emergency calls within one (1) hour.
- The Authority reserves the right to call the contractor submitting the next lowest bid in the event that the awarded contractor cannot provide services in the timeframe specified above.
- Payments to the Contractor will be made thirty days after the Authority has received an invoice from the Contractor.
- The Taunton Housing Authority reserves the right to reject any or all proposals in whole or part if it determines it to be in the best interest of the Authority to do so.
- The Contractor certifies that he/she has complied with all tax code provisions as required by Massachusetts General Laws chapter 62C, 49A.

- This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.
- This contract may be terminated at any time by either party upon thirty (30) days written notice to the other party.
- The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to the Authority. The contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the contractor will return to the Authority all records, notes, documentation and other items that were used, created, or controlled by the contractor during the term of this Agreement.
- The Contractor certifies in writing that:

The undersigned certifies under the penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

 (Signature of individual submitting proposal)

 (Date)

 (Name of business)

APPROVED:

Taunton Housing Authority

By: **EXAMPLE**

Date: _____

Executive Director
 Taunton Housing Authority

Contractor

By: **EXAMPLE**

Date: _____