CONTRACT

THIS CONTRACT MADE THIS _____day of _____in the year _____by and between _____ _____, a Corporation, Limited Liability Company, Partnership, Sole Proprietorship, existing under the laws of the State of Pennsylvania called the Contractor, and the Lehigh County Housing Authority, called the Authority.

The Contractor and Authority for the consideration stated herein mutually agree as follows:

ARTICLE I

Statement of Work:

The Contractor shall furnish all labor, tools, approved materials, equipment and services, and perform and complete all work required for _____ _____ _____, in strict accordance with Contract Documents of the Authority and Addenda, if any, the Contract Documents and Addenda are incorporated by reference and made a part of this Contract.

ARTICLE II

Terms of Contract:

This Contract shall be for one year beginning on _____, through _____.

ARTICLE III

Subcontracting and Assignment:

The Contractor may not subcontract for the services or any portion without prior written approval of the Authority. The Contractor may not assign this Contract or any portion without prior written approval of the Authority.

ARTICLE IV

The Contract Price:

The Authority shall pay to the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the specifications, the sum of _____ _____.

ARTICLE V

Compensation and Manner of Reimbursement:

1. Subject to the availability and receipt of funds by the Authority from the U.S. Department of Housing and Urban Development and subject to compliance with other material terms and conditions of this Contract, the Authority agrees to pay the Contractor based on the terms of compensation detailed in ARTICLE IV.

2. The Authority shall not be responsible for any costs incurred by the Contractor which extend beyond the term of this Contract, or renewal thereof, unless the Authority agrees in writing to pay the cost before the event.

ARTICLE VI

Indemnification and Insurance:

1. The Contractor shall defend, indemnify and hold the Authority, all of its officers, agents and employees harmless from any suit, claim, demand or judgment arising out of the performance of this Contract. The Contractor shall be responsible for and pay all loss, or damage to persons or property which may occur by reason of actions of the Contractor and its employees or agents during or after the performance of this Contract. In the event of loss or damage to the Authority, the Authority may, in addition to any other remedies it may have, set off such loss or damage against any payments which are or may become due Contractor.

2. The Contractor will not commence work under this Contract until it has obtained all insurances required with a certification of the Contractor that the insurances are in full force and effect; that the premiums are paid and such insurance has been approved by the Authority. The Authority shall be supplied with certificates of insurance on forms acceptable to the Authority prior to the commencement of work under this Contract.

a. Comprehensive General Liability – occurrence policy - $1,000,000 per occurrence /$2,000,000 general aggregate. LCHA and VHDC must be listed as an Additional Insured. Aggrege limits per project endorsement to be included on the General Liability coverage. Coverage will be Primary and Non-Contributory. A waiver of Subrogation in favor of LCHA /VHDC is to be included.

b. Workers Compensation - Statutory Limits – waiver of subrogation in favor of LCHA and VHDC to be included. Evidence of having this insurance shall be given to the Authority as set forth above.

c. Automobile Liability - $1,000,000 combined single limit – LCHA and VHDC to be listed as an Additional Insured.

d. Umbrella Liability - $1,000,000 per occurrence /$1,000,000 aggregate

e. The insurance specified shall be with an acceptable insurance company authorized to do business in the Commonwealth of Pennsylvania and shall be taken out before work is commenced and kept in effect until all work required to be performed under the terms of this Contract are satisfactorily completed. The insurance shall further provide that all new vehicles are automatically insured. The Authority shall be given a minimum of thirty (30) days prior notice in the event of cancellation of any of the insurance required under this paragraph. Failure to comply with any of the terms set forth in this paragraph shall constitute and result in an immediate and automatic termination of this Contract. The examples below are the correct language for the insurance certificates:

Lehigh County Housing Authority Certificate language:

RE:	All Work Undertaken by Contractor
Additional Insured:	Lehigh County Housing Authority and/or Valley Housing Development Corporation, their successors and assigns.
Certificate Holder:	Lehigh County Housing Authority 635 Broad Street Emmaus, PA 18049

ARTICLE VII

Audit and Inspection of Records:

The Contractor agrees to maintain and make available service records and to furnish reports as requested by the Authority and as required by all applicable Federal and State laws and regulations.

ARTICLE VIII

Commencement Date:

The Contractor hereby agrees to commence work under this Contract on _____ _____.

ARTICLE IX

Contract Documents:

The Contract shall consist of the following component parts:

1. Request for Proposals issued by the Authority
2. Instructions to Offerors for Non-Construction Contracts (HUD 5369-B)
3. Certifications (HUD 5369-C)
4. Representations, Certifications, and Other Statements of Bidders (HUD 5369-A)
5. General Contract Conditions (HUD 5370-C)
6. General Conditions for Construction Contracts, Section II
7. Scope of the Services
8. Proposal Information Form
9. Maintenance Wage Rate Determination (HUD 52158)
10. Section 3 Certification
11. Form W-9
12. Addenda, if any

This Contract, together with the other documents enumerated in this ARTICLE IX, which said other documents are as fully a part of the Contract as if attached or repeated. In the event that any provision in any of the other documents referenced in this ARTICLE IX conflicts with the provision of this Contract, the documents enumerated in this ARTICLE IX shall govern, except as otherwise specially stated.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in two original counterparts as of the day and year first above written.

WITNESS: , Contractor

_____

By:_____
Name:_____
Title:_____

WITNESS:

LEHIGH COUNTY HOUSING AUTHORITY

_____

By:_____
Name:_____
Title:_____