**Sample Single-Family Rehabilitation Contract**

About this Tool

**Description:**

This is an example of a contract between a rehabilitation contractor and an NSP Grantee or developer. The contract addresses standard matters such as scope of work, insurance requirements, time for performance, payments, change orders, lead hazard abatement, inclusion of minority and women-owned subcontractors and Section 3 requirements related to employment of lower-income residents of the target area. The NSP Grantee or developer is identified as the “Owner.”

**How to Adapt this Document:**

This document should not be used as-is. NSP Grantees should determine if the underlying policies and procedures match their NSP program design and are otherwise suitable.  Details such as payment procedures, insurance requirements and remedies for non-performance should be considered carefully.

**Source of Document:**

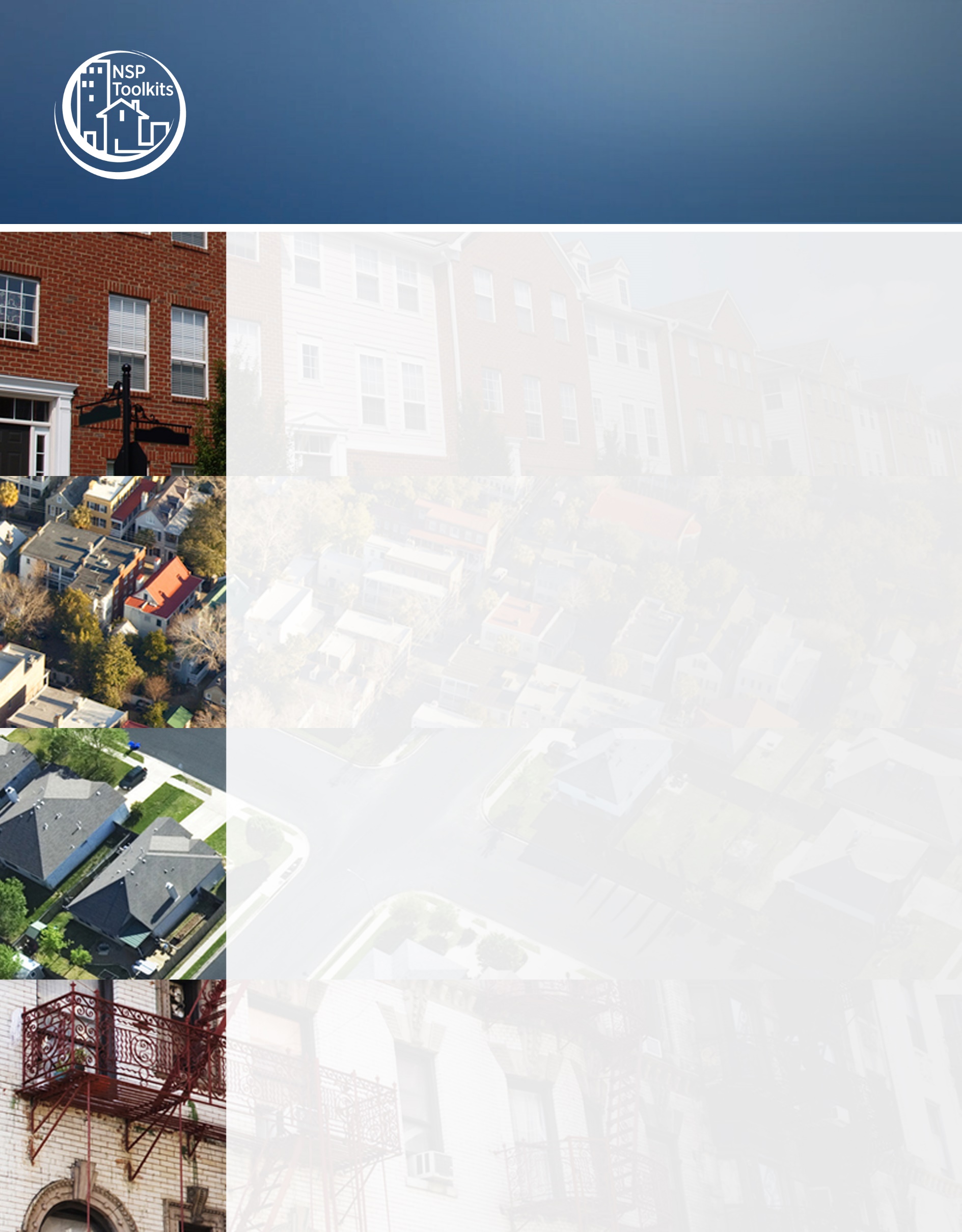
This document was adapted from a standard housing rehabilitation contract published by the Department of Economic Development of the State of Missouri.

**Disclaimer:**

This document is not an official HUD document and has not been reviewed by HUD counsel. It is provided for informational purposes only. Any binding agreement should be reviewed by attorneys for the parties to the agreement and must conform to state and local laws.

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| This resource is part of the NSP Toolkits. Additional toolkit resources may be found at [www.hud.gov/nspta](file:///C:\Local%20Settings\Temporary%20Internet%20Files\Content.Outlook\AMEU8UOR\www.hud.gov\nspta) |

U.S. Department of Housing and Urban Development Page 1

Neighborhood Stabilization Program

**[Name of NSP Grantee]**

**Neighborhood Stabilization Program**

**REHABILITATION CONTRACT**

**FOR ONE OR MORE SINGLE-FAMILY HOMES**

THIS AGREEMENT made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and

between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the

"Contractor,” \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the "Owner.” This agreement is in a form approved by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of grantee), a funder of this work, hereinafter called the “Grantee.”

In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

**I. Contractor’s Scope of Work and Responsibilities**

The Contractor shall comply with the following provisions:

**A. Labor, Materials and Work Write-Up**

Furnish all labor, materials, supervision, and services necessary to do the work specified for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (property address[es]) in the "work write-up" attached and made a part hereof for the total sum of $\_\_\_\_\_\_\_\_\_\_.

**B. Notice to Proceed**

Not begin the work to be performed until receipt of written Notice to Proceed, after which the

Contractor shall begin the work within ten calendar days of the date of said Notice, and shall

complete said work within \_\_\_\_\_\_\_\_\_\_\_\_ calendar days thereafter.

**C. Specifications, Codes and Regulations**

Comply with all appropriate specifications, including the general conditions provided

separately to the Contractor and codes referred to and with all regulations, ordinances and laws of the [Name of local jurisdiction], the State of \_\_\_\_\_\_\_\_\_\_\_, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

**D. Insurance**

(1) The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

i) Claims under workers compensation, disability benefit and other similar employee benefit acts;

ii) Claims for damages because of bodily injury, occupational sickness or diseases, or death of his employees;

iii) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

iv) Claims for damages insured by usual personal injury liability coverage which are sustained 1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or 2) by any other person;

v) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

vi) Bodily injury insurance shall be, at a minimum, in the amount of $100,000.

(2) Certificates of Insurance acceptable to the Owner shall be filed with the Project Administrator prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Board.

(3) The Contractor shall procure and maintain, at his own expense, during the contract time, public liability insurance as required by the \_\_\_\_\_\_\_\_\_\_\_(name of Grantee), at a minimum, in the amount of $300,000.

(4) The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workers Compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall

require such Subcontractor similarly to provide Worker's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

**E. Lead-Based Paint and Asbestos**

(1) The Contractor shall not use or subcontract to a contractor that uses lead-based paint having more then 6/100 of 1% lead content by weight in the performance of this contract.

(2) Contractors shall comply with the provisions of 29 CFR Part 1926(OHSA), governing the

protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

i) The contractor shall contact the inspector for the Owner and \_\_\_\_\_\_\_\_\_\_\_\_\_(name of Grantee) before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

ii) Shall conduct air quality monitoring when appropriate for the type of activity to

determine the level of worker protection required by OHSA. If air quality monitoring

results exceed 30 ug/cu. For an 8-hour period, then worker blood testing and monitoring requirements provided in OHSA shall apply.

iii) Shall provide personal protective equipment, including a respirator program, as is

appropriate to the type of job as required by OHSA.

iv) Shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

v) Shall make proper facilities available for worker hygiene when entering or exiting a

work area.

vi) Shall provide for appropriate signage indicating the presence of a lead hazard when

conducting work activities.

vii) Shall ensure that specialized cleaning of containment areas is complete before

reoccupancy by the occupant of the house. For activities that remove identified lead

hazards, the contractor shall ensure that specialized cleaning is adequate to meet

clearance standards adopted by HUD and local or state Departments of Health.

(3) The contractor shall not use following methods to remove paint that is, or may be, lead-based paint:

i) Open flame burning or torching.

ii) Machine sanding or grinding without a high-efficiency particulate air (HEPA) local

exhaust control.

iii) Abrasive blasting or sandblasting without HEPA local exhaust control.

iv) Heat guns operating above 1100 degrees Fahrenheit or charring the paint.

v) Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or

within 1.0 ft. of electric outlets, or when treating defective paint spots totaling no more

than 2 sq. ft. in one interior room or space, or totaling no more than 20 sq. ft. on exterior surfaces.

vi) Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with the regulations of the Consumer Product Safety

Commission at 16 CFR 1500.3 and/or other hazardous chemical in accordance with the

Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or

1926.59, as applicable to the work.

(4) The contractor shall comply any state or local laws or regulations governing environmental hazards and their remediation.

**F. Permits and Licenses:**

Obtain and pay for all permits and licenses necessary for the completion and execution of the

work and labor to be performed.

**G. Debris and Material Removal:**

Keep the premises clean and orderly during the course of the work and remove all debris as it

accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically spelled-out otherwise in the "Work write-up".

**H. Assignments and Subcontracts:**

Not assign the contract or subcontract any portion of this contract without written consent of

the Owner. The request for the assignment must be addressed to the Owner,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Contractor is responsible for all work carried out by any

subcontractor.

**I. Subcontracts to persons connected to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of Grantee)**

Contractor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Grantee) or its designees or agents, the governing body of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Grantee), and other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during his or her tenure or for one year thereafter.

**J. Guaranty**

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made

necessary by such defects, the Owner may, after giving 30 days notice to the Contractor, do so

and charge the Contractor the cost thereby incurred. The Owner shall hold the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Grantee) harmless should the contractor not return to correct defects covered under this warranty. The \_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Grantee) will, in no way, guarantee that any defects due to faulty materials or workmanship will be corrected and will not ask any other government agency to cover the cost of correcting such defects.

**K. Correction of Work**

(1) The Contractor shall promptly remove from the premises all work rejected by the Owner or agents of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Grantee) for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

(2) All removal and replacement work shall be done at the Contractor's expense. If the

Contractor does not take action to remove such rejected work within ten (10) days after

receipt of Written Notice, the Board may remove such work and store materials at the

expense of the Contractor.

**II. Suspension of Work, Termination and Delay**

**A.** The Owner may suspend the work or any portion thereof for a period of not more than

ninety days or such further time as agreed upon by the Contractor, by written notice to the

Contractor, which notice shall fix the date on which work shall be resumed. The Contractor

will resume that work on the date so fixed. The Contractor will be allowed an increase in

the Contract Price or an extension of the Contract Time, or both, directly attributable to any

suspension.

**B.** If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he

disregards laws, ordinances, rules, regulations or orders of any public body having

jurisdiction of the work or if he disregards the authority of the Owner, or if he otherwise

violates any provision of the Contract Documents, then the Owner may, without prejudice

to any other right or remedy and after giving the Contractor and his surety a minimum of

ten (10) days from delivery of a written notice, terminate the services of the Contractor and

take possession of the Project and of all materials, equipment, tools, construction equipment

and machinery thereon owned by the Contractor, and finish the work by whatever method

is deemed expedient. In such case, the Contractor shall not be entitled to receive any

further payment until the work is finished. If the unpaid balance of the Contract Price

exceeds the direct and indirect costs of completing the project, including compensation for

direct costs of completing the project, including compensation for additional professional

services, such excess shall be paid to a Contractor selected by the Owner to complete the

work. If such costs exceed such unpaid balance, the Contractor or his insurance company

will pay the difference to the Board. Such costs incurred by the Board will be determined

by the Project Administrator and incorporated in a Change Order.

**C.** Where the Contractor’s services have been so terminated by the Owner, said termination

shall not affect any right of the Owner against the Contractor then existing or which may

thereafter accrue. Any retention or payment of monies by the Owner due the Contractor

will not release the Contractor from compliance with the Contract Documents.

**D.** After ten (10) days from delivery of a Written Notice to the Contractor, the Board may

without cause and without prejudice to any other right or remedy, elect to abandon the

Project and terminate the Contract. In such case, the Contractor shall be paid for all work

executed and any expense sustained plus reasonable profit.

**E.** If, through no act or fault of the Contractor, the Work is suspended for a period of more

than ninety (90) days by the Owner or under an order of court or other public authority, or

the Owner fails to act on any request for payment within (30) days after it is submitted, or

the Owner fails to recommend payment to the Contractor substantially the sum approved by

the Owner or awarded by arbitrators within thirty (30) days of its approval and presentation,

then the Contractor may, after ten (10) days from delivery of a written notice to the Owner,

terminate the Contract and recover from the Owner payment for all work executed and

expenses sustained. In addition and in lieu of terminating the Contract, if the Owner has

failed to act on a request for payment or if the Owner has failed to make any payment as

aforesaid, the Contractor may upon ten (10) days written notice to the Owner stop the work

until he has been paid all amounts then due, in which event and upon resumption of the

work, Change Orders shall be issued for adjusting the Contract Price or extending the

Contract Time or both to compensate for the costs and delays attributable to stoppage of the

work.

**F.** If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner to act within the time specified in the Contract

Documents, or if no time is specified, within a reasonable time, an adjustment in the

Contract Price or an extension of the Contract Time, or both, shall be made by Change

Order to compensate the Contractor for the costs and delays necessarily caused by the

failure of the Owner

**III. Payments to Contractor**

A. At least ten (10) days before any payment is to be requested, the Contractor will submit to

the Owner a payment request filled out and signed by the Contractor covering the work

performed and supported by lien releases covering all supplies, labor, and/or subcontractors

used in the completing of the rehabilitation project. The Owner will authorize no more than three draws as follows:

(1) At 40% completion, with 10% retainage

(2) At 80% completion, with 10% retainage

(3) Upon completion and acceptance of the work, the Owner shall issue a Notice of Completion attached to the final payment request that he/she has accepted the work under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor, within thirty (30) days of completion and acceptance of the work, if the Contractor has provided all required lien releases and has signed a Certification that all materials, laborers, and/or subcontractors have been paid in full.

B. A representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of Grantee) may inspect all work at reasonable time intervals and must approve all draw requests and the Notice of Final Completion.

C. If the Owner fails to make payment thirty (30) days after approval by the Project

Administrator, in addition to other remedies available to the contractor, there shall be added

to each such payment interest at the maximum legal rate commencing on the first day after

said payment is due and continuing until the payment is received by the Contractor.

**IV. Owner’s access to the property**

A. Prior to substantial completion, the Owner, with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not

constitute an acceptance of such portions of the work.

B. The Owner shall have the right to enter the premises for the purpose of doing work not

covered by the Contract Documents. This provision shall not be construed as relieving the

Contractor of the sole responsibility for the care and protection of the work, or the

restoration of any damaged work except such as may be caused by agents or employees of

the Owner.

**V. Indemnification and Release of Claims and Liabilities**

The Contractor hereby holds the Owner, the Owner's agents, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of Grantee) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do, the owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the

Owner of all claims and all liability to the Contractor other than claims in stated amounts as

may be specifically excepted by the Contractor for all things done or furnished in connection

with this work and other relating to or arising out of this work. Any payment, however, final or

otherwise, shall not release the Contractor or his sureties from any obligations under the

Contract Documents.

**VI. Changes in the work and contract price**

**A. Changes in the Work**

(1) The Owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an

equitable adjustment shall be authorized by Change Order. The Owner shall review and

give final approval to all Change Orders.

(2) The Owner may, at any time, by issuing a written Change Order, make changes in the

details of the work. The Contractor shall proceed with the performance of any changes in

the work so ordered by the Owner.

**B. Changes in Contract Price**

The Contract Price may be changed only by a Change Order. The value of any work covered by

a Change Order or of any claim for increase or decrease in the Contract Price shall be

determined by one or more of the following methods in the order of precedence listed below:

(1) Unit prices previously approved.

(2) An agreed lump sum.

(3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

**VII. Time for Completion and Liquidated Damages**

A. The date of beginning and the time for completion of the work are essential conditions of

the Contract Documents and the work embraced shall be commenced on a date specified in

the Notice to Proceed.

B. The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

C. If the Contractor shall fail to complete the work within the Contract Time or extension of

time granted by the Owner, then the Contractor may be required to pay to the Owner the

amount of $50/day for liquidated damages as specified in the Bid for each calendar day that

the Contractor shall be in default after the time stipulated in the Contract Documents.

D. The Contractor shall not be charged with liquidated damages or any excess cost when the

delay in completion of the work is due to the following, and the Contractor has promptly

given Written Notice of such delay to the Owner or Project Administrator.

(1) To any preference, priority or allocation order duly issued by the Owner;

(2) To unforeseeable causes beyond the control and without the fault or negligence of the

Contractor, including but not restricted to, acts of God, or of the public enemy, acts of

the Owner, acts of another Contractor in the performance of a contract with the Owner,

fires, floods epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal

and unforeseeable weather; and

(3) To any delays of Subcontractors occasioned by any of the causes specified in

paragraphs 4(a) and 4(b) of this article.

**VIII. Equal Employment Opportunity, Nondiscrimination, and Minority Business Enterprise Utilization**

A. The Contractor will not discriminate against any employee or applicant for employment

because of race, color, religion, sex, or national origin. The Contractor will take affirmative

action to ensure that applicants are employed, and that employees are treated during

employment, without regard to race, color, religion, sex, or national origin. Such action

shall include, but not be limited to the following: Employment, upgrading, demotion, or

transfer; recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The Contractor agrees to

post in conspicuous places, available to employees and applicants for employment, notices

to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on

behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which he

has a collective bargaining agreement or other contract or understanding, a notice to be

provided by the Contract Compliance Officer advising the said labor union or workers'

representatives of the Contractor's commitment under this section, and shall post copies of

the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this

Contract or with any of the said rules, regulations or orders, this contract may be cancelled,

terminated or suspended in whole or in part and the Contractor may be declared ineligible

for further government funded contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph

(A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order

unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to

Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will

be binding upon each subcontractor or vendor. The Contractor will take such action with

respect to any subcontract or purchase order as the Department may direct as a means of

enforcing such provisions, including sanctions for noncompliance; provided, however, that

in the event a Contractor becomes involved in or is threatened with, litigation with a

subcontractor or vendor as a result of such direction by the Department, the Contractor may

request the United States to enter into such litigation to protect the interests of the United

States.

H. The Contractor will make affirmative efforts to utilize minority business enterprises for

suppliers and subcontractors and will document his efforts to the Owner.

I. For contracts in excess of $10,000, equal opportunity provisions of “Attachment A” shall

apply to this contract.

**IX. Training and Employment of Lower Income Residents of Project Area**

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. 170lu. Section 3

requires that to the greatest extent feasible, opportunities for training and employment be

given lower income residents of the project area and contracts for work in connection with

the project be awarded to business concerns which are located in, or owned in substantial

part by persons residing in, the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the

regulations issued pursuant thereto by the Secretary of Housing and Urban Development

and all applicable rules and orders of the Department issued thereunder prior to the

execution of this contract. The parties to this contract certify and agree that they are under

no contractual or other disability that would prevent them from complying with these

requirements.

**X. Owner’s Responsibilities:**

The Owner shall:

A. Permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to the carrying out and completion of work.

B. Cooperate with the contractor to facilitate the performance of the work, including the removal and replacements of rugs, coverings, and furnishings as necessary.

C. Abide by the terms of this contract and allow the rehabilitation to be carried out in accordance with local codes and federal regulations. This includes not undertaking, altering or contracting for the services of another party to complete any of the work specified in the “Work Write-up” unless the “Work Write-up” specifically authorizes the owner to complete a specified item or supply specified materials.

**XI. General Provisions**

A. This contract embodies all the representatives, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

B. The Contractor agrees to perform the work required by this contract, and the Owner agrees that neither he nor the members of his family, his tenants, agents or employees will hinder the

Contractor in his work in carrying out HUD requirements and local codes and policies.

C. No member, officer or employee of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Grantee), or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

D. Principal contact persons:

The principal contact person for Owner is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The principal contact person for Contractor is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE

APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

For Owner:

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

For Contractor:

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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