

## CONSTRUCTION CONTRACT

THIS CONTRACT, governed by the laws of the State of Vermont, is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2000 BY and BETWEEN

the OWNER:  
(Name & Address)

and the CONTRACTOR:  
(Name and Address)

The Project is:  
(Name & Location)

Lead Program Project Identifier No:

OWNER and CONTRACTOR agree as set forth below:

1. OWNER is receiving technical and other assistance from the Vermont Housing and Conservation Board Lead Based Paint Hazard Reduction Program (the "Lead Program"); and certain requirements governing lead hazard reduction projects are incorporated in this Contract.
2. CONTRACTOR shall execute the work described in and in accordance with the following Contract Documents, which are incorporated herein by reference (the "Work"):
  - Lead Hazard Control Specifications dated \_\_\_\_\_
  - Lead Program General Requirements dated 9/15/2000
  - Floor Plan and Property Sketch

CONTRACTOR shall provide all labor, materials, equipment and services necessary to complete the Work.

3. OWNER shall pay CONTRACTOR, as full compensation for and in consideration of the performance of the Work, the contract price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Contract Price").

Unless otherwise provided below, payment shall be made in one lump sum, upon satisfactory completion of work and dust wipe clearance in accordance with section 6 below. Progress payments, if any, will be made as follows:

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4. CONTRACTOR shall commence the Work on \_\_\_\_\_.

5. CONTRACTOR shall complete the Work, excepting any work that cannot be completed because of seasonal conditions, no later than \_\_\_\_\_. Seasonal work, if any, shall be completed no later than \_\_\_\_\_.

Liquidated damages shall be assessed in the amount of \$\_\_\_\_\_ per day for the number of days over the contract completion date for non seasonal work, payable to the OWNER and deductible from any payments due the CONTRACTOR.

6. Upon completion of the Work, including clean-up in accordance with the Lead Program General Requirements and the General Specs by Trade, and notification by CONTRACTOR, a Certified Inspector engaged by the Lead Program shall perform a visual inspection of the work and collect dust wipe samples as prescribed in the Vermont Regulations for Lead Control. In order to be deemed work satisfactorily completed, dust lead levels cannot exceed: (a) 40 micrograms/square foot on floors; (b) 250 micrograms/square foot on sills; and (c) 800 micrograms/square foot in window wells. In the event that a unit fails the clearance thresholds, CONTRACTOR shall reclean the unit, at CONTRACTOR's expense. CONTRACTOR shall also be liable for the cost of any additional testing required and any liquidated damages resulting from the delay in completion of the Work, payable to OWNER and deductible from any payments due CONTRACTOR.

7. CONTRACTOR'S application for payment shall be submitted on a form or forms provided by the Lead Program and shall include an itemization of all moneys paid by CONTRACTOR for labor performed and material supplied and a statement describing the work that was performed. Upon approval of such application by OWNER and the Lead Program, VHCB shall pay CONTRACTOR the approved amount within thirty (30) days. In the event that OWNER disputes the quality of the completed work and does not approve CONTRACTOR'S application for payment, VHCB shall act as a mediator/facilitator for OWNER and CONTRACTOR in an attempt to resolve said disputes.

If, after an inspection of the completed work by the Lead Program, OWNER continues to dispute the quality of completed work or fails to approve completed, acceptable work in a timely fashion, OWNER and CONTRACTOR hereby authorize the Lead Program to determine whether the work has been completed in a satisfactory manner and in accordance with this CONTRACT. If the Lead Program determines that the work has been completed in a satisfactory manner and in accordance with the CONTRACT, VHCB may release payment of Lead Program, VHFA and/or VCDP funds to the CONTRACTOR for work completed.

8. Changes in the Work, including any substitution of materials or changes in the scope of the Work or workmanship required by the Contract Documents, by CONTRACTOR or OWNER, must be agreed to in writing and must be approved in writing by the Lead Program.

9. The contract price includes any and all allowances listed in the Contract Documents. CONTRACTOR shall cause the work so covered by such allowances to be done in accordance with the selection made by OWNER. The cost incurred by CONTRACTOR is to be offset against each such allowance. If the cost incurred for an item is less than the applicable allowance, the difference will be subtracted from the contract price. Any request for an expenditure in excess of the allowance provided must be approved in accordance with Paragraph 8 of this Contract.

10. If OWNER becomes liable for any claim or if the Property of OWNER becomes subject to any lien arising from the performance of the Work, OWNER shall have the right to retain out of any payment due CONTRACTOR at the time such lien or claim arises, or any payment thereafter to become due to CONTRACTOR, an amount sufficient to pay or discharge, or indemnify OWNER completely against such claim or lien. If any such claim remains unpaid, or any such lien remains undischarged, or if OWNER has made any payment to satisfy such claim or discharge such lien, after all payments due CONTRACTOR hereunder are exhausted, CONTRACTOR shall pay the amount necessary to pay such claim or discharge such lien, or to hold OWNER harmless therefrom, or to reimburse OWNER, promptly on demand. Before making any payments hereunder, OWNER may require CONTRACTOR to furnish releases or receipts from any and all persons performing work and/or supplying materials or services to CONTRACTOR or any subcontractor for the Work. Upon completion, and prior to final payment hereunder, CONTRACTOR shall provide OWNER with a satisfactory release of any and all items or claims for liens by subcontractors, materials suppliers, or others in connection with the Work.

11. CONTRACTOR agrees that all of the Work shall be performed in a good and workmanlike manner, that materials used shall be new, in good condition, and of the best quality called for by the Contract Documents and shall be subject to no lease, conditional sales contract, security interest, or other encumbrances and that all amounts which may become due for labor, materials or equipment shall be promptly paid when due.

12. CONTRACTOR further warrants that all of the Work shall be free from all defects in materials or workmanship and that CONTRACTOR will, at CONTRACTOR's own expense, remedy such defects and repair any damage caused thereby, if notice of such defects is given in writing to CONTRACTOR within one (1) year after the final completion and acceptance of the Work, or such longer period as may be included in any warranty given by the manufacturer of any material used in the Work. Any warranties shall be given to OWNER before final payment.

13. CONTRACTOR shall not, without the written consent of OWNER, assign all or any part of this Contract or any moneys due or to become due to CONTRACTOR hereunder. CONTRACTOR shall remain fully obligated and liable under the provisions of this Contract, notwithstanding any subcontracting approved by OWNER of any portion of the Work.

14. CONTRACTOR and any subcontractor shall perform all of the Work in conformance with applicable federal, state and local laws and code requirements, and all orders and regulations of any governmental body or official or insurer applicable thereto.

15. CONTRACTOR shall abide and shall require any and all subcontractors to abide by all applicable federal, state and local laws and regulations pertaining to equal employment and labor standards, including but not limited to those set forth in the Federal Labor Standards. All subcontractors shall be properly certified, trained, and licensed to perform the work they subcontracted for.

16. All subcontracted work approved by OWNER shall be consistent with specifications described in this contract and attached documents

17. CONTRACTOR and any subcontractor shall maintain and provide proof of:

- (a) Commercial General Liability insurance, with a limit of liability of \$1,000,000 per occurrence and an aggregate limit of \$1,000,000 for bodily injury and property damage;
- (b) Comprehensive All Risk Motor Vehicle Liability Insurance, with minimum bodily injury limits of \$100,000 per person, per accident, and property damage limit of \$300,000 per accident;
- (c) Worker's Compensation Insurance in accordance with applicable laws and regulations.

OWNER shall be named as an "additional insured." Satisfactory evidence of insurance shall be furnished to OWNER prior to the commencement of the Work. CONTRACTOR shall obtain and furnish satisfactory evidence of insurance of all subcontractors to OWNER.

18. CONTRACTOR shall give all notices and shall secure and pay for all permits and licenses necessary for the completion and execution of the Work.

19. CONTRACTOR shall adequately protect the Work, OWNER's property, any resident's property, and the public, and CONTRACTOR shall be responsible for any damage or injury arising directly or indirectly from the Work. When adjacent property is affected or endangered by any work done under this Contract, it shall be the responsibility of CONTRACTOR, at CONTRACTOR's expense, to take whatever steps are necessary for the protection of the adjacent property and to notify the owner of such property regarding the possible hazards.

20. CONTRACTOR shall keep the premises clean and orderly at all times during the course of the Work, shall remove from the site all debris and waste materials resulting from the Work, and shall dispose of all debris and waste materials in accordance with applicable laws and regulations.

21. CONTRACTOR shall hold OWNER harmless from and indemnify OWNER against any and all suits, actions, and claims for property damage and/or personal injury (including death) arising directly or indirectly from the execution of the Work.

22. CONTRACTOR shall be responsible for the cost of all fines and work requirements resulting from regulatory non-compliance issued by local, state or federal agencies.

23. The title to all work completed or in course of construction, and to all materials on account of which any payment has been made hereunder, shall be in the name of OWNER.

24. OWNER shall permit CONTRACTOR to use at no cost existing utilities such as light, heat, power and water reasonably necessary to carry out and complete the Work. Such utilities shall be available to the CONTRACTOR before work is to begin unless such utilities are not required to complete the work as described in the contract documents or specifications. OWNER shall cooperate with CONTRACTOR to facilitate the completion of the Work.

25. OWNER and CONTRACTOR recognize and acknowledge that the Lead Program, and its employees and agents, are not parties to this Contract. CONTRACTOR and OWNER shall have no claim against the Lead Program, or any person acting on its behalf, for any action taken pursuant hereto.

26. OWNER and CONTRACTOR agree, both jointly and severally, to indemnify and hold harmless the Lead Program and its officers, directors, employees and agents of any kind, from and against any and all liability, suits, actions, and claims for property damage and/or personal injury (including death) arising directly or indirectly from the execution of the Work or otherwise under this Contract.

27. No officer or employee of the Vermont Housing and Conservation Board shall have any private interest, direct or indirect, in this Contract.

28. This Contract represents the entire and integrated agreement between OWNER and CONTRACTOR. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, signed by duly authorized representatives of OWNER and CONTRACTOR, and approved by the Lead Program.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed on the date which appears above.

OWNER:  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

CONTRACTOR:  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Certification Number: \_\_\_\_\_

Approved by Lead Program

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*Standard Contract - Lead Hazard Reduction Program*

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