

REHABILITATION CONTRACT

THIS CONTRACT is made and entered into on _____ Date _____ by and between Neighborhood Housing Services of Kansas City, Inc. hereinafter referred to as "NHS" and «Contractor», hereinafter referred to as the "Contractor."

WITNESSETH, that the Contractor and NHS, for the considerations stated herein, mutually agree as follows:

ARTICLE I. STATEMENT OF WORK. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, fixtures and services, including transportation services, and perform and complete all work required for rehabilitation in an efficient and workmanlike manner, of the property described as follows:

Property address, city, state, zip

all in strict accordance with the Contract Documents for Rehabilitation (enumerated below), including all addenda and appendices thereto.

ARTICLE II. CONTRACT PRICE. NHS shall pay the Contractor for full performance of the Contract, in current funds, subject to additions and deductions as provided in the Section 14 "Changes in the Work Specifications" under General Conditions, the sum of «AmountInWords» Dollars and no/100 (\$ «AmountInFigures»)

ARTICLE III. CONTRACT DOCUMENTS. The executed Contract Documents for Rehabilitation shall consist of this Contract, the Bid Proposal, the General Conditions, the Work Specifications, the Notice to Proceed, and the Drawings, Addenda, Appendices and Change Orders, if any.

ARTICLE IV. COMPLETION TIME. The Contractor shall provide the building permit and commence work no later than 14 working days from the execution of this contract. The work shall be substantially completed no later than forty-five (45) calendar days from the date of start of construction stated in the Notice to Proceed.

ARTICLE V. ENTIRE CONTRACT. This Contract, together with the other documents enumerated in ARTICLE III which are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

NHS: Mark Stalworth

Contractor Title

«Contractor»
«ContractorAddress»
«ContractorCityStateZip»

GENERAL CONDITIONS

Section 1. RESPONSIBILITY

The Contractor shall be wholly responsible for the proper completion of all work to be performed under the Contract. Further, the Contractor shall be as responsible for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons he/she has directly employed.

The Contractor shall be responsible for all safety precautions in connection with this work. The Contractor shall take all legally required and reasonable precautions for the safety of all employees on the work and other persons who may be affected thereby.

Section 2. SUBCONTRACTORS

Subcontractors shall be bound by the terms and conditions of the Contract insofar as it applies to their work, but this shall not relieve the Contractor from its responsibilities to the Owner under the Contract and it shall not be released from its responsibilities by any subcontract agreement it may make with others. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the Property Owner. The Contractor shall cause appropriate provisions to be inserted in all subcontracts so as to require compliance by each subcontractor with applicable provisions of the Contract.

Section 3. COORDINATION OF THE WORK

The Contractor shall be responsible to coordinate the work activities of all Subcontractors, and their own work crews engaged under the Contract, so that all work is accomplished in a timely manner with as little inconvenience as possible to the property occupants and in accordance with the project specifications and existing code requirements.

Section 4. INSURANCE

The Contractor shall be required to maintain and carry in force, until completion of the work, insurance coverage of the types and minimum liability limits set forth below:

A. COMMERCIAL GENERAL LIABILITY

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy shall include:

1. Premises and Operations.
2. Broad Form Contractual.
3. Personal Injury with employee exclusion deleted.
4. Products/Completed Operations.
5. Broad Form Property Damage
6. Independent Contractors, if any.

B. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

1. Workers' Compensation Statutory. (Include All States Endorsement)
2. Employer's Liability \$100,000 each accident.
 \$500,000 policy limit - by disease.
 \$100,000 each employee - by disease.

If the Contractor does not meet the statutory requirements to maintain Workers' Compensation coverage, after verification, this section may be waived.

LICENSES AND CERTIFICATIONS

The Contractor must have a valid occupational license with the City of Kansas City, Missouri.

All work performed by the Contractor and all subcontractors must be performed using lead safe work practices in accordance with the hazard communication standard for the construction industry issued by the Occupational Safety and Health Administration of the U.S. Department of Labor at 29 CFR 1926.59, trained in accordance with the hazard communication standard for the construction industry issued by the Occupational Safety and Health Administration of the U.S. Department of Labor at 29 CFR 1926.59, and either be supervised by an individual certified as a lead-based paint abatement supervisor or have completed successfully one of the following lead-safe work practices courses, except that this supervision or lead-safe work practices training requirement does not apply to work that disturbs painted surfaces less than the *de minimis* limits of §35.1350(d):

- (i) A lead-based paint abatement supervisor course accredited in accordance with 40 CFR 745.225;
- (ii) A lead-based paint abatement worker course accredited in accordance with 40 CFR 745.225; or
- (iii) Another course approved by HUD for this purpose after consultation with the EPA. A current list of approved courses is available on the Internet at <http://www.hud.gov/offices/lead>, or by mail or fax from the HUD Office of Healthy Homes and Lead Hazard Control at (202) 755-1785, extension 104 (this is not a toll-free number). Persons with hearing or speech impediments may access the above telephone number via phone or TTY by calling the toll-free Federal Information Relay Service at (800) 877-8339.
- (iv) "The Remodeler's and Renovator's Lead-Based Paint Training Program," prepared by HUD and the National Association of the Remodeling Industry; or
- (v) Another course approved by HUD for this purpose after consultation with EPA.

Section 5. THE WORK AND QUALITY OF WORK

- a. All items of work are to be performed in a good workmanlike manner to present a finished product, whether or not each item is specifically stated or not, complying with good construction practices, using good quality new materials, manufacturers' recommendations for production, use and/or installation of materials, and work write-up specifications.
 - 1. Unless otherwise stated in the Contract Documents, the inclusion of any work by mention, note or itemization, however brief, implies the Contractor shall provide same. Provide means furnish and install.
 - 2. Specification sized and quantity are intended only as a guide and were to be verified during the project walk-through by the bidding Contractor.
 - 3. Unless otherwise stated in the Contract Documents, the work of removing and repairing items of the structure, finishes, mechanical and electrical shall include:
 - (a) cutting openings neatly and appropriately resupporting;
 - (b) removing and disposing of designated items;
 - (c) making closure with materials matching those existing and appropriately anchoring or bonding new work with existing;
 - (d) sealing joints against leakages;
 - (e) repairing and patching surface materials around openings;
 - (f) reconnecting and making appropriate modifications to electrical, plumbing, HVAC work including proper fittings and accessories to make the installation fully complete and operable; and
 - (g) replacing items damaged during construction.
 - 4. Where "repair of existing work" is called for in the Work Specifications, the feature (floor, wall, ceiling, door, window, or trim, etc.) is to be placed in "equal to new condition," taking into account the fact that old buildings cannot be made "as new" and that some lines and surfaces must remain irregular, slightly out of level, or plumb, either by patching or

replacement; all damaged or loose, or rotted parts of wood, metal, or plaster shall be removed and replaced and the finished work shall match adjacent work in design and dimension. Such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous.

5. Trade names and model numbers are included in the Work Specifications, Materials List, and General Specifications as an indication of quality. Specific items shall be checked by the Contractor to insure compatibility with existing and/or new equipment. Equal items manufactured by others may be used if they possess similar physical size and characteristics, similar performance qualities and characteristics and fulfill the utilitarian functions required by the Contract Documents without any decrease in quality, appearance, durability or warranty. Prior approval of substitutions shall first be obtained from NHS.

Section 6. PERMITS AND CODES

The Contractor shall give all notices required by, and shall comply with, all applicable laws, ordinances and codes of the city in which the project is located, including the obtaining of and payment for at his/her own expense, any required permits and licenses. Provided, however, that the Contractor shall not be held responsible for pre-existing violations of any law, including but not restricted to zoning or building codes or regulations, except that compliance for any new or replaced work included in the Contract will be required.

Before beginning the work, the Contractor will examine the specifications for compliance with applicable ordinances and codes for the new or replaced work and shall immediately report any discrepancy to the NHS Chief Operations Officer.

Where the requirements in the specifications fail to comply with such applicable ordinances or codes for the new or replaced work, NHS will adjust the Contract by Change Order to conform to such ordinances or codes and make appropriate adjustments in the Contract price.

Section 7. TIME FOR COMPLETION

The Contractor shall provide the building permit and commence work no later than 14 working days from the execution of this contract. The work shall be substantially **completed no later than forty-five (45) calendar days** from the date of Start of Construction stated in the Notice to Proceed.

Section 8. EXCUSABLE DELAYS

The Contractor shall not be liable for any delays in completion of the work which the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:

- a. To any acts of Government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor, by reason of war, national defense, or any other national emergency.
- b. To any unauthorized acts of NHS or the Property Owner.
- c. To causes not reasonably foreseeable by the parties to this Contract at the time of execution of the Contract which are 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 another contractor in the performance of some other contract with the Property Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and,
- d. To any delay of any Subcontractor occasioned by any of the causes specified in subparagraphs (a), (b) and (c) above.

The Contractor must notify NHS within five days and in writing as to the cause of the delay.

Section 9 PAYMENTS

- a. When satisfactory work progress is being maintained by the Contractor, the Contractor may request progress payments during the term of this Contract. Progress payments will be based on the work and materials, fixtures, and equipment satisfactorily placed at the time of inspection. No progress payment shall be made until NHS has made an inspection of the work performed to determine that the work has been satisfactorily completed. All progress and final payments shall be made within fourteen (14) days after the approval of the payment.
- b. After the final inspection by the Building Inspection Department having jurisdiction, and acceptance of all work under the Contract by NHS, the Contractor shall submit to NHS for approval its requisition for final payment. When the required warranties and release of liens or claims for liens from any and all persons performing work and supplying materials or services to the Contractor or Subcontractor for work covered by the Contract have been executed by the Contractor, the final payment will be made, which will include any amount remaining due under the Contract as adjusted in accordance with approved Change Orders.
- c. All requests for payment will include the full address of the project property.
- d. No payment made under the Contract shall act as a waiver of the right of NHS to require the fulfillment of all terms of the Contract.
- e. Disbursal of funds shall be subject to the Property Owner's approval of the completed work.

Section 10. ASSIGNMENT

The Contractor shall not assign the Contract without written consent from NHS. The request for assignment shall be addressed to NHS, Chief Operations Officer, 5835 Troost, Kansas City, MO 64110.

Section 11. SURPLUS MATERIALS

Surplus materials which were originally delivered to the project site and all materials, fixtures and equipment removed and not re-used shall remain or become property of the Contractor or his Subcontractors, unless otherwise stated in the Contract Documents.

Section 12. TREATMENT OF PROPERTY

- a. The Contractor shall exercise proper and reasonable care when performing work to prevent "damage" to the property by covering and/or moving furniture and other affected items as required. Unless otherwise specified in the Contract Documents, the Property Owner will cooperate with the Contractor to facilitate performance of the work and to care for items of particular delicacy or value by personally covering or moving any items in question.
- b. Any appliances to be moved during construction work shall be checked prior to and after moving in order to verify operating conditions. The Contractor shall be responsible for damages caused by abuse, beyond normal wear and tear, during movement.
- c. Where other items or features of the property are damaged as a consequence of the work performed, such damaged items or features shall be repaired or replaced as deemed necessary by NHS at the Contractor's expense.

- d. All debris is to be removed by the Contractor during rehabilitation as it is accumulated, on a daily basis, and shall not be allowed to collect. The Contractor shall, upon completion of his work leave all parts of the premises where work was done in broom clean condition.
- e. Temporary openings are to be sealed weather tight to prevent damage to premises.

Section 13. ADJACENT PROPERTY

When adjacent property is affected or endangered by any work done under the Contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Property Owner thereof of such hazards.

Section 14. CHANGES IN THE WORK SPECIFICATIONS

- a. The Property Owner may not make unauthorized changes in the Work Specifications required to be performed by the Contractor by making additions to the Contract, by omitting work therefrom, or by changing materials, fixtures or equipment from those specified; however, any authorized changes will not relieve or release the Contractor from any of his obligations under the Contract. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- b. Any request for a Change Order, except for the purpose of affording protection against any emergency endangering life and/or property, either by the Property Owner or Contractor, regardless of whether it involves an increase or decrease in work to be done, cost and/or time, must be approved by NHS before the change takes effect. Unless authorized by NHS, any Change Order resulting in an increase in the work to be done and a resulting increase in cost shall be the responsibility of the Property Owner, and the parties agree that NHS will not be responsible for inspection and acceptance of unauthorized work.
- c. Each Change Order in its final form shall be executed by the Property Owner and Contractor and shall include a detailed description of the change in work, the change in price and the sources of financing.

Section 15. GENERAL GUARANTY AND WARRANTY

- a. The Contractor warrants that all materials, fixtures and equipment furnished by the Contractor and its Subcontractors shall be new, of good quality and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one (1) year from the date of the final acceptance of all the work required by the Contract. Furthermore, the Contractor shall furnish the Property Owner in care of NHS with all manufacturers' and suppliers' written guaranties and warranties covering materials and equipment furnished under the Contract.
- b. Neither the final payment nor any provisions in the Contract nor partial or entire use by occupancy of the premise by the Property Owner shall constitute an acceptance of work not in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibilities for faulty material or workmanship.
- c. It is the responsibility of the Property Owner to make all claims under the above warranties in a timely manner or risk rejection of the claim. Claims should be directed to NHS. Claims shall then be referred to the Contractor or Subcontractor as appropriate. The Contractor shall promptly remedy any defect in the work and pay for damages to other work resulting therefrom which may appear within a period of one year from the date of final acceptance of the work unless a longer period is specified.

- d. If a Contractor believes the claim is not covered under the above warranties, due to act-of-God, misuse or abuse beyond normal wear and tear by the Property Owner or other reason, the Contractor shall notify NHS, as appropriate, in a timely manner and/or save the damaged parts so that an opportunity to investigate is afforded. Failure to notify or save parts may result in the Contractor being held responsible for the warranty claim.
- e. The appropriate portions of the above Warranties shall be included in all subcontracts by the Contractor.

Section 16. INSPECTION OF WORK

- a. Representatives of the United States Government, the City of Kansas City, Missouri, and NHS shall have the right to examine and inspect the rehabilitation work included in this Contract. Also, these representatives shall be permitted to examine and inspect all subcontracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. All work shall be subject to the approval and acceptance of NHS and its decision shall be accepted as final.
- b. The NHS representative will inform the Property Owner of any non-compliance with the Contract provisions that may be found, and any orders or instructions to the Contractor will be given by the Property Owner through the NHS representative.

Section 17. DEFAULT AND TERMINATION

Should the Contractor fail to commence or complete the work within the time periods agreed to, or fail to perform any of the terms and conditions of the Contract in a timely and proper manner, NHS, upon written notification to the Contractor, may elect to treat such failure as a breach of the Contract and may then elect to terminate the Contract, provided however, the Contractor receives written notice of the default and fails to cure the default within 10 days therefrom. Upon such termination, NHS may procure the completion of the Contract work from other sources and the Contractor will be held responsible for any excess cost occasioned thereby. Such termination shall be made in writing to the Contractor by NHS. Such elections shall be in addition to any other rights in law or equity and shall not prejudice NHS's rights to additional or alternative relief arising out of the Contractor's breach of the Contract.

Section 18. OWNER OCCUPANCY

The premises are to be occupied during the course of work covered by this Contract. The Contractor is to close up temporary openings at the end of the day to secure premises.

Section 19. OWNER COOPERATION

The Property Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings, furniture and other belongings or material as necessary to allow the work to be done.

Section 20. UTILITIES

The Property Owner will permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to carry out and complete the work.

Section 21. INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold the Property Owner, and NHS, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character

arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the Contractor. Without limiting the generality of the foregoing, any and all such claims, et., relating to personal injury, infringement of any patent, trademark (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, et. at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

Section 22. LEAD-BASED PAINT

The Contractor agrees to abide by Federal Regulations 24 CFR 35.24 concerning the abatement of lead-based paint. The Contractor shall not utilize lead-based paint in the rehabilitation work and shall abate any lead-based paint hazards of the property (chipped, cracking, scaling or peeling paint) according to the Work Specifications.

NOTICE TO PROCEED

Neighborhood Housing Services of Kansas City, MO
5835 Troost
Kansas City, MO 64110

Construction Start Date: (Date)

Contractor Name : **«Contractor»**

Street Address: **«ContractorAddress»**

City, State, Zip: **«ContractorCityStateZip»**

This is the official Notice to Proceed with the rehabilitation work of the property located at

«PropertyAddress» «PropertyCityStateZip»

in Jackson County, Missouri, in accordance with the contract dated **the _ day of __, 20_09_**.
Work is to be completed in accordance with the construction contract and specifications. This
Notice to Proceed establishes that work is to be completed within 45 working days of the
construction start date listed above.

NHS:

Mark Stalsworth

Date

President & CEO
Title

CONTRACTOR:

Signature

Date

Printed Name

Title