



**Façade Improvements Program**  
**CONSTRUCTION CONTRACT**

This contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ (herein called the “Owner”), *Grantee*  
*City or Town*  
and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the “Contractor”)  
*City or Town*  
regarding \_\_\_\_\_ (herein called the “Project”)

***WITNESSETH that the parties hereto agree as follows:***

- A. To furnish the materials and perform the work for the Owner at the Project for the consideration of the amounts as specified in the attached Contractor’s Bid (Attachment A) in accordance with the conditions specified in this Contract and the plans and bid specifications as attached (Attachment B).
  - B. The contractor will begin work only after notification by the Program Administrator that all requirements of the Community Development Block Grant Program have been met. Services requested in this agreement shall be completed within 60 days or as agreed by both parties.
1. **HOLD HARMLESS:** The Contractor agrees to defend, indemnify and hold harmless the Owner, the Owner's financial institution, the City of Ellsworth, the State of Maine Department of Economic and Community Development, and the United States Department of Housing and Urban Development, their agents and employees, from liability and claim for damages because of bodily injury, death, property damage, sickness, diseases or loss and expense arising from Contractor’s performance under this contract .
  2. **LIEN WAIVERS:** Acceptance by the Owner and the City of the completed work performed by the Contractors and payment therefore by the Owner will not relieve the Contractors of their obligation to the Owner (which obligation is hereby acknowledged) to discharge any and all liens for the benefit of subcontractors, laborers, suppliers, or any other persons performing labor upon the work or furnishing material or machinery for the work covered by this Contract, which have attached to or may subsequently attach to the property, or interest of the Owner.
  3. **PAYMENT SCHEDULE:** In consideration of the Contractor’s performance of all terms of this Contract, the owner shall pay the contractor within thirty (30) days of acceptance of the Contractor's billing. Following inspection and issuance of a Certificate of Work Completeness by the City's Code Enforcement Officer the Ellsworth Façade Improvements Program shall reimburse the Owner for the approved portion of the project cost.
  4. **CLEAN UP:** The Contractor shall keep the premises free from the accumulation of waste materials and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials, and leave the project area broom clean.

5. **PERMITS AND CODES:** The Owner will secure and pay for all permits and licenses required for project. The Contractor agrees to perform all work in conformance with applicable state and local codes and Program requirements, whether or not covered by the specifications and drawings for the work.
6. **EQUAL OPPORTUNITY:** The Contractor (and any subcontractors) will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, familial status or national origin. Such action shall include, but not be limited to the following: promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the Administrator setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, familial status or national origin. The Contractor shall incorporate foregoing requirements in any and all subcontracts.
7. **STATE OF MAINE, FEDERAL CONSTRUCTION CONTRACT PROVISIONS:** Contractor will comply with the following provisions where applicable: (See Attachments)  
  
Contractor and Subcontractor(s) will comply with other applicable Federal Requirements as described in the attached *CDBG Federal Construction Contract Provisions* booklet:  
  
The provisions include:
  - Signing of Certifications for Contractor and Subcontractor (s)
  - Complying with Davis-Bacon and related acts (see attached wage rate schedule).
  - Other stipulations include provisions for lead paint, historic preservation, architectural barriers, flood protection and safety standards.
8. **UNACCEPTABLE RISK:** Contractor represents that at the time of execution hereof, it is not listed in the debarred and suspended contractor's list of the U.S. Department of Housing and Urban Development.
9. **WARRANTY:** Contractor shall guarantee all work performed under this Contract for a period of one year from the date of final acceptance. Furthermore, the contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
10. **BID SPECIFICATIONS:** Contractor acknowledges that he has reviewed the bid specifications and that this information is accurate and consistent as to scope of work, contract price, and the work that the Contractor will undertake. Contractor also agrees that any such contract agreement, specifications or Contractor's Bid shall not be changed or altered unless in writing (see *Change Order Form*) and with the consent of the Administrator and the Owner.
11. **LEAD-BASED PAINT HAZARDS:** The use of lead-based paint, meaning any paint containing more than 0.5% lead by weight or for paint manufactured after June 22, 1977, paint containing more than 0.06% lead by weight, is strictly prohibited from use on any interior surface or exterior surface in any building being built or rehabilitated with funding from the CDBG Program. Additionally, any evidence of a health hazard, which is defined as cracking, scaling, peeling and loose lead-based paint, must be treated to prevent the ingestion of the contaminated paint. It is further necessary to assume that any of the above conditions constitute an immediate or potential hazard and must be corrected using appropriate methods.



**CONTRACT CHANGE ORDER FORM**  
**Ellsworth Façade Improvements Program**

**Project:** \_\_\_\_\_ **Contract Date:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**The following changes are authorized to the above identified contract:**

Description of and Reason for Change	Change in Cost

**Initial Contract Amount:**            \$ \_\_\_\_\_

**Previous Approved Changes:**        \$ \_\_\_\_\_

**This Change Order Request:**        \$ \_\_\_\_\_

**Total new Contract Amount:**        \$ \_\_\_\_\_

**New Contract Date:**

**Signed:**

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Date**