

## Property Owner and Contractor Contract (Sample; Updated 8/24/23)

(This document can be modified to reflect Agency criteria)

THIS CONTRACT, dated month, day, year between **PROPERTY OWNER NAME** hereinafter referred to as "Property Owner") and **CONTRACTOR NAME** hereinafter referred to as "Contractor"), sets forth the terms and conditions for work to be performed on the premises located at:

Street Address: Address, City, County, Michigan Zip Code

FOR PURPOSES of this Contract, **SUBRECIPIENT NAME** (hereinafter referred to as "Administrator") shall assume the role of intermediary between the Property Owner and the Contractor in order to provide assistance in completing the work to be performed under the Contract.

The MI-HOPE, Program will utilize United States Department of the Treasury American Rescue Plan (ARP) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) as a grant mechanism within the MSHDA Neighborhood Housing Initiatives Division (NHID).

All construction must be completed prior to April 30, 2026.

### **ARTICLE I**

THE SPECIFICATION entitled "Bid Specifications for Home Improvement Project #\_\_\_\_\_, are hereby incorporated into this Contract and made a part hereof (hereinafter referred to as "Work Specifications") for the purpose of setting forth the work to be performed under this Contract. All work specifications must be pre-approved by the administrator via a written Notice to Proceed.

### **ARTICLE II**

IN CONSIDERATION of the work performed by the Contractor according to the Work Specifications, the Contractor shall receive a payment in full the sum of dollar amount spelled out, (**\$ numeric amount**), Dollars, which may be paid at the Contractor's option, as follows:

**Option 1:** A sum equal to 100% of the total Contract amount paid upon completion and approval of the work.

**Option 2:** A sum equal to \_\_\_% of the total Contract amount at one-half completion and, \_\_\_% of the total contract amount at three quarter completion and, at completion and Final approval of work by the Property Owner, an additional \_\_\_%.

### **ARTICLE III**

THE WORK to be performed under this Contract shall begin within days from the date of the "Proceed to Work Order" issued by Property Owner. The work shall be completed within days from the start of the work, unless the Contractor can show just cause for the delay of completion and obtains an extension of time in writing and signed by the Property Owner and approved by the Administrator.

#### **ARTICLE IV**

IF THE CONTRACTOR fails to complete the work within the specified time, the Administrator (with the consent of and on behalf of the Property Owner) will send the Contractor a letter by Certified Mail requesting completion of the work within a reasonable number of days from the date of the letter. If the Contractor fails to complete the work within the time stipulated, the Property Owner will hire another contractor to complete the work. The second contractor will be paid first. The first Contractor will only be entitled to the difference between the balance of the Contract amount and what is paid to the second contractor, if any, providing that the first and second contractors performed acceptable work.

#### **ARTICLE V**

THE CONTRACTOR will provide all materials, equipment, and labor necessary to perform the work stated in the Work Specifications. All work performed under this Contract will be completed in a good and reasonably workmanlike manner in strict adherence to the Work Specifications. "Workmanlike" will include reasonable aesthetic standards. Any work performed by the Contractor which is not stated in the Work Specifications and Work Change Orders authorized by the Administrator will not be paid under this Contract.

#### **ARTICLE VI**

THE CONTRACTOR will keep the premises clean, orderly, and safe during the course of the work. It is understood that the premises are to be occupied by the Property Owner during the performance of the work. The Contractor will be responsible for removing the debris from the work site at the completion of the work. Unless otherwise stipulated in the Work Specifications, materials and equipment which are to be removed and replaced as part of the Work Specifications shall become the property of the Contractor. The Contractor shall not use or cause to be used any hazardous materials, such as lead- based paint, in the performance of the work.

#### **ARTICLE VII**

IT IS THE CONTRACTOR'S responsibility to obtain any required work permits and arrange for subsequent inspections through the County or City or Township or other Code Departments when applicable. The Contractor will comply with all applicable local codes and ordinances whether or not specifically stated in the Work Specifications and will comply with all applicable State and Federal Codes and Laws, including all applicable licensure laws

#### **ARTICLE VIII**

THE CONTRACTOR will be required to perform any related work covered by the "Work Change Orders" issued by the Administrator and approved by the Property Owner. The Contract amount and completion date will be adjusted accordingly to allow time and agreeable compensation for the additional work performance.

#### **ARTICLE IX**

THE CONTRACTOR shall furnish evidence of Comprehensive Public Liability Insurance coverage protecting the Property Owner in the event of bodily injury including death for not less than \$300,000. and in the event of property damage arising out of the work performed by the Contractor or subcontractors, of \$100,000. Contractor will further furnish evidence of all other coverage required by Michigan Statutes, including but not limited to Workman's Compensation Insurance, before the start of the work to be performed under this Contract. A statement of Sole Proprietorship must be furnished in cases where Contractor is exempt from Workman's Compensation coverage.

#### **ARTICLE X**

THE CONTRACTOR may not assign this Contract to any other Contractor without the express consent of both the Property Owner and the Administrator.

#### **ARTICLE XI**

UPON COMPLETION OF THE WORK, the premises will be inspected by the Administrator's Housing Inspector to ascertain if the work stated in the Work Specifications has been completed satisfactorily in the opinion of the Administrator. The Property Owner will be also required to give written approval of the work performed even if the Housing Inspector ascertains that the work has been completed satisfactorily. If it is determined by either, that the work has not been completed satisfactorily or not in accordance with the Work Specifications, the Administrator will, by written notice to the Contractor, advise the Contractor to complete and/or correct the unsatisfactorily work within ten days from the date of receipt of the written notification by the Administrator.

#### **ARTICLE XII**

THE CONTRACTOR expressly and impliedly warrants against any faulty materials or workmanship. The Contractor expressly guarantees and agrees to remedy any defects in the work and to pay for any damage to other work resulting therefrom which shall appear within a period of warranty from the date of final acceptance of the work unless a longer period is specified in writing by agreement of the parties. The Contractor will provide a signed statement of "Contractor's Release of Liens and Claims" upon completion of the work from Contractor and any subcontractors, or material men. The Contractor will furnish the Property Owner with all manufacturers and supplier's written guarantees and warranties covering the materials and equipment furnished in the performance of the work under this Contract.

#### **ARTICLE XIII**

THE PROPERTY OWNER may not perform any of the work stated in the Work Specifications nor interfere in any way with the work being performed by the Contractor. Property Owner may not remove or alter any of the materials to be used in the performance of work. If the Property Owner is not satisfied with the work being done or the materials being used, the Property Owner will contact the Administrator in writing.

#### **ARTICLE XIV**

THE PROPERTY OWNER shall supply the Contractor, at no cost, the use of existing utilities such as light, heat, power, and water necessary to the performance and completion of the work. The Property Owner will provide the Contractor access to the property during the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, or as otherwise mutually agreed between, Property Owner and Contractor.

#### **ARTICLE XV**

THE ADMINISTRATOR is held harmless by the Property Owner and Contractor as to any and all damages, injuries or losses, claims or cause of action. It is expressly understood by and between the parties that the Administrator does not guarantee the performance of and/or completion of work performed or to be performed pursuant to this Contract, nor does the Administrator warrant either impliedly or expressly the work, products, materials, or services provided by this Contract.

The Administrator will not be responsible for any oral or written agreements, in addition to the original contracted work as stated in the Work Specifications, between Contractor and Property Owner. This Contract constitutes the entire agreement between the parties and cannot be in any way altered, modified, or rescinded, except by its own terms or by written agreement of all the parties hereto.

#### **ARTICLE XVI**

Payment shall be made directly to the Contractor by the Subrecipient with the consent of and on behalf of the Property Owner.

#### **ARTICLE XVII**

IN THE EVENT a dispute arises hereunder between Contractor and Property Owner, the parties hereby agree: That if an impasse is reached between the parties during the construction phase of the project, the Administrator will be contacted and act as intermediary of the dispute; once project completion and disbursement of funds has occurred, Property Owner accepts responsibility for obtaining relief through appropriate channels such as the Michigan Department of Licensing and Regulation.

#### **ARTICLE XVIII**

DURING THE PERFORMANCE, of any contract under the Housing Program, the Contractor hereby agrees that 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 treated during employment without regard to their Race, Color, Religion, Sex, or National Origin. 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 their Race, Color, Religion, Sex, or National Origin. The Contractor shall further comply with all State or Federal laws regarding Disabilities, Age, or other Civil Right Statues.

#### **ARTICLE XIX**

THE PROPERTY OWNER AND THE CONTRACTOR agree they have read and understood the terms of this Contract. In the event the Contractor has demonstrated non-compliance with any of the above clauses or those attached to the Contract, the Contract may be canceled, terminated or suspended, in whole or part, and the Contractor may be declared INELIGIBLE for future work by this program.

**IN WITNESS WHEREOF, the parties hereto have executed this Contract:**

**Signature Date:**

\_\_\_\_\_  
Date

**PROPERTY OWNER(S):**

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Property Owner Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Property Owner Name (Printed)

**CONTRACTOR:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Name and Title (Printed)

DBA Name: \_\_\_\_\_

FEIN # \_\_\_\_\_

**SUBRECIPIENT:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Contact #