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| **Contractor Information** | |
| **Funding Source:**  Choose an item. | **Federal Award Number:**  Choose an item. |
| **Building Contractor - “Contractor”:** | **Contractor Address:** |
| **Homeowner Information** | |
| **Homeowner Name:** | |
| **Additional Homeowner(s) Name(s):** | |
| **Homeowner Address - “Property”:** | **Homeowner City/State/ZIP:** |

Contractor and Homeowner are referred to individually as a “Party” to this Agreement and, collectively, the “Parties.”

**Article 1**

**1.1 Definitions**

The terms used in this Agreement shall have, unless the context clearly indicates otherwise, the meanings specified within this Article:

“Contractor-Homeowner Agreement” or “Agreement” means this agreement executed by and between Contractor, as primary builder of the Property, and Homeowner as the beneficiary of federal grant funds.

“Contractor” means the primary contracted builder of the Property.

“GLO” means the Texas General Land Office, its officers, employees, and designees, and the State of Texas and any duly authorized representative, acting by and through the GLO.

“GLO’s Designated Representative” or “GDR” means a vendor procured by the GLO to provide services necessary to implement the Program or act on behalf of the GLO.

“Homeowner(s)” means, collectively, the applicant and any co-applicants, if applicable, who own the Property and were granted GLO’s Community Development Block Grant – Disaster Recovery (“CDBG-DR”) disaster assistance for damage sustained by their residential structure located on the Property due to a Presidentially-declared disaster.

“Notice to Proceed” means the written authorization from the GLO giving Contractor the authority to commence Work for a specified Project.

“Program” means the U.S. Department of Housing and Urban Development’s Community Development Block Grants for Disaster Recovery program.

“Scope of Work” or “SOW” means the detailed construction document entitled “Scope of Work 1117” authorized by the GLO and agreed upon by the Parties and approved by the GLO that outlines all Work to be performed by the Contractor on the Property to repair and restore the Property from damages incurred due to a Presidentially-declared disaster.

“Work” means all labor, plans, materials, facilities, and all services necessary or incidental to the fulfillment of the activities, requirements, and obligations included in the Scope of Work.

**Article 2**

**2.1 Purpose**

The purpose of this Agreement is to authorize Contractor to repair, reconstruct, or replace residential structure(s) owned by Homeowner, located on the Property that were damaged or destroyed due to a Presidentially-declared disaster, and for any other services identified in the SOW which are included to meet requirements of the Program (collectively, the “Project”).

**2.2 Project Funding**

All funding for the Project is being provided by the United States Department of Housing and Urban Development pursuant to the Community Development Block Grant – Disaster Recovery (“CDBG-DR”) program which is administered by the GLO (the “Program”). Homeowner is not required to pay fees or provide any type of payment to Contractor or other third parties in order to participate in this Program.

**2.3 Acceptance of Scope of Work and Consent to Perform the Project**

Homeowner hereby acknowledges the receipt and review of the SOW presented to Homeowner by the GLO or the GLO’s GDR. Homeowner and Contractor acknowledge and agree that each Party has fully reviewed the SOW, and the Parties hereby accept and consent to the terms and conditions of the SOW, which specifies the construction Work and other activities, such as environmental mitigation, to be conducted by Contractor on the Property. The Parties acknowledge and agree that only the GLO or GDR upon approval by the GLO, may add tasks to the SOW, and only the GLO or GDR upon approval by the GLO, can authorize Contractor to perform any additional tasks.

**2.4 Responsibility of Homeowner**

1. **Property Access, Cooperation, and Noninterference.** Homeowner grants full access to the Property to the GLO and its authorized designees including, but not limited to, Contractor, Contractor’s workforce and subcontractors, the GDR, and any authorized inspectors, employed by the GLO or other governmental entity with appropriate legal authority, as may be required to make inspections and to complete the Project.

Homeowner shall cooperate with all parties identified in this Section and their designees. Homeowner shall not interfere with the Work being performed on the Project or inspections of the Property. In the event that Homeowner unreasonably interferes with the Work or an inspection of the Property, in any manner, Contractor shall deliver a written notice to Homeowner, GDR, and the GLO requiring that Homeowner cease any activity causing the interference. If Homeowner fails to cease the activities specified in the notice within three (3) calendar days, Homeowner may be prohibited, in GLO’s discretion, from participating in the Program and may be required to reimburse GLO for all Work performed on the Property by Contractor.

Homeowner shall ensure, in cooperation with Contractor, that all utilities, including water, sewer, and electrical service, are available for use by Contractor and supplied to the Property for the duration of the Project.

1. **Site Ready.** Upon request by the GLO or any of its designees, Homeowner shall immediately remove all personal items and valuables from the Property. In addition, upon notice by the GLO or any of its designees that Homeowner’s utilities need to be disconnected from the Property due to reconstruction or rehabilitation requirements, Homeowner shall request disconnection of utility services from its utility provider within seven (7) days of such notice. Neither the GLO nor any of its designees, including Contractor, shall bear responsibility or liability for the loss, misplacement, or damage to any such items not removed by Homeowner within the time period required. Notwithstanding the preceding, if Homeowner’s items are damaged, misplaced, or lost solely through negligence of Contractor, Contractor will reimburse Homeowner for such damage, loss, or utility expenses within seven (7) days’ written request by Homeowner to Contractor, with a copy to the GLO or the GDR.
2. **Duty to Inform.** Homeowner shall inform Contractor of any known onsite hazards on the Property including, but not limited to, buried lines, tanks, septic systems, water wells, the presence of natural hazards, venomous insects or snakes, and propane tanks.
3. **Notice to Homeowner and Any Occupants of the Property.** Homeowner warrants and represents that all occupants of the Property and all persons who may claim an interest in the Property have been notified of the terms of this Agreement. By executing this Agreement, Homeowner represents and warrants that Homeowner has the authority to act on behalf of all occupants of the Property and on behalf of all persons who claim an interest in the Property.
4. **Acknowledgment of Receipt of Documents.** Homeowner hereby represents and warrants that all information provided in the required documents Homeowner executed as part of the application process and acceptance into the Program is true and correct and Homeowner agrees to all provisions set forth thereunder.
5. **Lead and Asbestos.** If applicable, Homeowner acknowledges receipt of, and has reviewed and acknowledges, disclosures pertaining to lead-based paint and asbestos-containing building materials.

**2.5 Responsibility of Contractor**

1. **Rental Assistance in the Event of Delayed Construction.** Contractor shall provide rental assistance to Homeowner if the Project is not completed within one-hundred twenty (120) days of the Notice to Proceed, regardless of the cause of the delay, in an amount not to exceed Two Thousand Dollars ($2,000.00).
2. **Warranty Issues and Follow-Up.** Upon the date of final completion and acceptance of the Work, Contractor shall provide to Homeowner a set of limited warranties and building and performance standards which include a one (1) year warranty of workmanship and materials warranty and a ten (10) year third party structural warranty. Contractor shall also provide Homeowner with all manufacturers’ and suppliers’ written guarantees and warranties covering materials and equipment furnished under the SOW. Contractor shall, within thirty (30) days’ notice from the Homeowner and at Contractor’s sole expense, correct or make good any defects that are covered under the warranty’s identified above. Homeowner will contact the GLO or GDR concerning all warranty items that are not addressed within 30 days of the contractor’s notification (documented by a certified letter with a return receipt). Contractor’s warranty shall not include normal wear and tear. Homeowner is responsible for all operation, costs, and maintenance of the Property subsequent to the completion and acceptance of the Project. Contractor shall remain liable for defects in the Project as provided under Texas law. None of the offices, agencies, or employees of the Federal government or the State of Texas warrant any of the materials, goods or services provided under this Agreement.
3. **Conditions of the Premises.** Contractor agrees to keep the Property orderly and to remove all debris, as needed, during the course of the Project in order to maintain safe working conditions. Homeowner agrees that Contractor may prohibit entry to the Property due to safety concerns for a reasonable period needed to provide a safe environment for entry, after which the Property visit may occur.

**2.6 Additional Provisions**

1. **Approval of the Project.** The GLO’s authorized inspectors, and any local inspectors, as necessary, shall perform all required inspections of the Project, after which the GLO will review and approve. If Homeowner disagrees with the results of an inspection, Homeowner must notify Contractor and the GDR in writing to properly file his/her protest. If the GLO concurs with Homeowner, the GLO or GDR on behalf of the GLO will request that Contractor perform any Work deemed to be required. Upon review of Homeowner’s protest, the GLO, in its sole discretion, shall determine whether Contractor has completed the Work adequately. If the GLO has determined that the Work has been performed adequately, but Homeowner does not accept the Work as performed within seven (7) days after GLO’s determination of adequate Work performance by the Contractor, the GLO or GDR on behalf of the GLO may accept the Work on behalf of the Homeowner to close out the Project.

If the GLO, in its sole discretion, determines that Contractor has not completed the Work adequately, the GLO may arrange for completion of the Work by an alternate Contractor as set forth in a separate SOW. Homeowner shall continue to provide access to the Property to the GLO and its designees, including the alternate contractor and its subcontractors and the Homeowner shall continue to cooperate concerning the Project, in accordance with Section 2.4 of this Agreement. If the GLO or GDR on approval of the GLO determines that the alternate contractor has completed the Work adequately, but Homeowner does not accept the Work as performed within seven (7) days of its completion, the GLO or GDR on behalf of the GLO may accept the Work on behalf of Homeowner to close out the Project.

1. **Liens.** Homeowner nor Contractor shall suffer or permit any mechanics’ or materialman’s lien claims, whether statutory or constitutional, to be filed or otherwise asserted against the Property or against any funds due to Contractor and will promptly seek discharge of any such lien claims filed. Contractor, subcontractors, suppliers, vendors, tradesmen, and any other persons or entities performing Work on the Property are strictly prohibited from placing liens on said Property. Contractor is solely responsible for informing all persons or entities of such strict prohibition. Contractor is solely responsible for the removal of any lien, and any associated expense involved therewith, or any lien placed on the Property by any subcontractor, supplier, vendor, trade or other person or entity performing work for Contractor, irrespective of the fault of cause of such lien attachment.
2. **Additional Work.** Homeowner and Contractor agree that any repairs or improvements made to the Property not included in this Agreement and the Project hereunder, as authorized by the GLO or GDR, will be subject to a separate agreement between Homeowner and Contractor. Homeowner and Contractor agree that Program funds are to be used solely for performance of the Work outlined in the SOW for the Project and shall not be used for other purposes or improvements on the Property that are not part of the Project. Absent express written permission from the GLO or GDR on behalf of the GLO, additional work agreed upon by Homeowner and Contractor cannot be initiated until after all Work identified in the SOW has been completed and passed final inspection, and Contractor has received the Program’s thirty (30) day retainage payment.
3. **Force Majeure.** If either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Agreement by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as “Force Majeure”), then, while compliance is so prevented, the affected Party’s obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly inform the other Party of the Force Majeure in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure shall also provide a copy of the notice to the GLO or GDR, with proof of receipt. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure when it is possible to do so and must resume performance at the earliest possible date. Failure to provide timely notice of the existence of a Force Majeure event waives the Party’s right to assert the Force Majeure event as a defense to any claims that may arise from the delay or failure of performance due to a Force Majeure. A claim of delay or failure of performance due to a Force Majeure event shall be subject to review by the GLO or GDR upon approval by the GLO, who shall have the final say on any extension of the period of performance and the length of said extension.
4. **Assignment.** Contractor enters this Agreement pursuant to an assignment issued by the GLO. The GLO may, in its sole discretion and at any time, terminate that assignment and assign another contractor to perform under the original SOW or a new SOW. In the event that a new contractor is assigned to perform any Work, the new contractor must accept the terms of this Agreement. If a new contractor is assigned to perform any Work on the Project, Homeowner agrees that all rights and obligations created by this Agreement will survive the assignment, with the new contractor succeeding to those rights and obligations of Contractor.
5. **Amendment.** This Agreement may be amended by written agreement between the Parties.
6. **Headings.** The headings or captions in this Agreement are for convenience and reference only and shall not be construed or interpreted as expanding, limiting, defining, or otherwise construing the terms and provisions of this Agreement as set forth herein.
7. **Counterparts.** This Agreement may be executed in counterparts by facsimile transmission or by electronic mail as a portable document format (.pdf) file. Each counterpart shall be considered an original and all counterparts shall, together, constitute but one and the same document.
8. **Third-Party Beneficiary.** The Parties agree that the GLO, as administrator of the Program, is a third-party beneficiary to this Agreement and that the GLO shall have the right to enforce any provision of this Agreement. The GLO shall enforce a provision of the Agreement only after notifying Contractor and Homeowner, in writing, of potential breach or default of the Agreement and allow thirty (30) days to cure the breach or default. Venue of any suit under this section shall be in a court of competent jurisdiction in Travis County, Texas. The Parties irrevocably waive any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which they may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**
9. **Effective Date**. This Agreement is effective on the date it is signed by the last Party.

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| **Signatures** | |
| Under penalties of perjury, I certify that the information presented in this document is true and accurate to the best of my knowledge and belief. I further understand that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in my ineligibility to participate in this program or any other programs that will accept this document.  **Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.** | |
| **Homeowner Name:** | **Date:** |
| **Homeowner Signature:** |
| **Additional Homeowner(s) Name(s):** | **Date:** |
| **Additional Homeowner(s) Signature(s):** |
| **Contractor Name:** | **Date:** |
| **Contractor Signature:** |