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| Contractor Information | |
| Funding Source: Choose an item. | Federal Award Number:Choose an item. |
| Building Contractor - “Contractor”: | Contractor Address: |
| Homeowner Information | |
| Applicant Name: | Co-Applicant Name: |
| Applicant Address - “Property”: | Applicant 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.

“Construction Term” means the length of time between the Notice to Proceed and 120 days unless extended through mutual agreement by both parties to this Agreement.

“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 the individual appointed or assigned by the GLO to be its on-site representative during the Project(s), to exercise certain powers on behalf of the GLO and to undertake certain contract administration activities, as specifically outlined in the Contract Documents. GDR may also be referred to as Project Manager (“PM”), and the terms are interchangeable.

“Homeowner” means, collectively, the Applicant and any Co-Applicants.

“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 a detailed construction document authorized by the GLO that outlines all Work to be performed 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 any 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 and damaged or destroyed due to a Presidentially-declared disaster, and for any other services identified in the Scope of Work 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 “Program”), which is administered by the Texas General Land Office (the “GLO”). 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 Project Scope of Work presented to Homeowner by the GLO or the GLO’s Designated Representative (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 may add tasks to the SOW, and only the GLO or GDR 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, the subrecipient, if any, 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 agrees to cooperate with all parties identified above and their designees and to not unreasonably interfere with the Work on the Project or inspections of the Property. In the event that Homeowner unreasonably interferes with the Work or an inspection in any manner, Contractor shall deliver a written notice to Homeowner and the GDR, ordering Homeowner to cease any activity causing the interference. If Homeowner does not cease the activities specified in the notice within three (3) calendar days, Homeowner may be prohibited from participating in the Program and may be required to reimburse GLO for all Work performed on the Property by Contractor.

Homeowner agrees to cooperate with Contractor to ensure 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 execution of this Agreement by the Parties, Homeowner agrees to remove all personal items and valuables from the Property and disconnect utilities, if instructed to do so by the GLO or Contractor, within seven (7) days. 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 timely by Homeowner. 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 confirms 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 certifies Homeowner has the authority to act on behalf of all occupants of the Property and all other persons who claim any interest in the Property.
4. **Acknowledgment of Receipt of Documents.** Homeowner hereby reaffirms all information provided in the required documents Homeowner executed as part of the application process under the Program and 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 is responsible for providing 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.** Contractor will provide a set of limited warranties and building and performance standards which include a one (1) year workmanship and materials warranty, and a ten (10) year third party structural warranty. Contractor shall furnish 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 warranty 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. **Final 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 the completed Project. If Homeowner disagrees with the results of the final inspection, Homeowner must notify Contractor and the GDR in writing within five (5) days of the final inspection to properly file its protest. If the GLO concurs with Homeowner, the GLO or GDR will request that Contractor perform any work deemed to be required. If the GLO, in its sole discretion, determines that Contractor has not completed the Work adequately, a second contractor may be selected to perform additional services to be set forth on a separate SOW, and Homeowner agrees to continue to provide access and cooperation concerning the Project, in accordance with Section 2.4 of this Agreement. If the GLO or GDR determines that the second contractor has completed the Work satisfactorily, but Homeowner does not accept the Work as performed within seven (7) days of its completion, the GLO or GDR may accept the Work on behalf of Homeowner to close out the Project.
2. **Liens.** Neither Homeowner nor Contractor will 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 attachment.
3. **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 Scope of Work 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 permission from the GLO or GDR, 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.
4. **Force Majeure.** No Party will be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to any cause beyond the reasonable control of such Party including, but not limited to, unusually severe weather, labor strikes, natural disasters, severe fire, civil disturbance, epidemic, war, acts or threatened acts of terrorism, court order, or acts of God. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other of any cause of performance failure or delay, by written notice, within five (5) business days of the existence of a Force Majeure event and provide a copy of the notice to the GLO or GDR, with proof of receipt. Failure to provide timely notice of the existence of a Force Majeure event waive 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. A claim of delay or failure of performance due to a Force Majeure event shall be subject to review by the GLO or GDR, who shall have the final say on any extension of the period of performance and the length of said extension.
5. **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.
6. **Amendment.** This Agreement may be amended by written agreement between the Parties.
7. **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.
8. **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.
9. **Third-Party Beneficiary.** The Parties agree that the Texas General Land Office, 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 sixty (60) 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.**
10. **Effective Date**. This Agreement is effective on the date it is signed by the last Party.

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| Signatures | |
| Homeowner Name: | |
| Homeowner Signature: | Date: |
| Co-Homeowner Name: | |
| Co-Homeowner Signature: | Date: |
| Contractor Name: | |
| Contractor Signature: | Date: |