

TERMS AND CONDITIONS

1. Hold Harmless

The Contractor agrees to indemnify, hold harmless and protect the Owner from any liabilities that arise because of injury, death, illness, and damage of property or loss/expense arising from the Contractors' own negligence in the performance of the construction Agreement. Each Contractor and subcontractor is working in the capacity of an independent Contractor with regard to the Owner. The Contractor further agrees to indemnify, hold harmless and protect the Owner from any claims by workers, subcontractors or materialmen for unpaid work or labor performed or materials supplied in connection with this Agreement.

2. Changes

The Contractor agrees not to alter or make changes to the schedule of work, design, or specifications without written authorization by the Owner in the form of a Change Order.

3. Lien Waivers

The Contractor shall indemnify, hold harmless and protect the Owner from any claims for unpaid work, material or labor.

4. General Guarantee

The Contractor shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting therefrom which appears within a period of one year from completion of work. The Contractor will furnish Owner with all manufacturers and supplier's written guarantees and warranties covering materials and equipment produced under this Agreement.

5. Condition of Premises

The Contractor agrees to keep the premises clean and tidy and to remove debris as needed during the period of work in order to maintain working conditions which do not cause safety hazards.

6. Work Performance

The Contractor shall protect all work next to the construction site from damage resultant from work performed by the Contractor. The Contractor will repair any such damage at his or her own expense. Further, the Contractor shall replace or restore to good condition any existing damages caused by carrying out the contract. Further, the Contractor shall take all precautions to prevent personal injury and inconvenience.

7. Use of Utilities

The Owner shall allow the Contractor to use, at no cost, onsite power and water necessary to the carrying out the work agreed to in this Agreement.

8. Inspection

The Owner shall have the right to inspect all work performed under this Agreement. Further, all work performed under this Agreement that must be inspected or tested by a certified person shall be done when necessary. Such inspections and certifications will be performed at the Owner's expense.

9. Right to Stop

If the Contractor fails to remedy faulty work or consistently fails to supply materials or equipment in accordance with the Agreement, the Owner may order the Contractor to stop the work, or any portion of the work, until the cause for such order has been eliminated.



10. Payment Schedule

When rehab work is completed request a final inspection. After the final inspection and all work has been approved, payment will be issued. On Reconstructions, when 60% of the work is done request an interim inspection, at this time a 50% payment will be issued. The final payment will be issued when all work has been completed and approved

11. Arbitration

See Grievance Procedure in the HO-11

12. Integration

This Agreement, along with any exhibits, appendices, indices, addendums, schedules, and amendments hereto, encompasses the whole agreement of the parties, and supersedes all previous agreements and understandings between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

