

**BOROUGH OF TINTON FALLS HOME IMPROVEMENT PROGRAM**  
**HOMEOWNER-CONTRACTOR CONTRACT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between **Contractor** having a principal place of business located at **Contractor Address, NJ 07080** (hereinafter referred to as the "CONTRACTOR") and **Homeowner Name** residing at **Homeowner Address, Tinton Falls NJ ZIP CODE** (hereinafter referred to as the "OWNER").

WITNESSETH THAT:

WHEREAS, the Owner intends to repair and remodel his property located at **Homeowners Address, NJ 07203; Owners Block \_\_\_\_ & Lot \_\_\_\_\_**, and under the administrative direction of Development Directions the BOROUGH OF TINTON FALLS HOME IMPROVEMENT PROGRAM (hereinafter referred to as the "PROGRAM") staff;

NOW, THEREFORE, the Contractor and the Owner, for the consideration hereinafter names for the sum of \$\_\_\_\_.00 agree as follows:

ARTICLE I – The Contractor shall perform the work as set forth in the Contractor's estimate and proposal, namely: *Work-Write-Up Dated \_\_\_\_\_ Prepared By Joseph Maurigi*. Further, it is expressly understood and agreed that the Contractor's estimate and proposal is based upon an inspection report and the job specifications prepared by the Program. However, the Contractor is responsible for the verification of all information, including measurements, quantity estimates and construction elements set forth in the inspection report and job specification. In the event a need arises for any changes to the scope of work, a Change Order shall be prepared by the Program and approved by the Homeowner and Contractor.

ARTICLE II – That the Contractor shall commence the work to be performed under this Agreement within fifteen (15) days from the date of execution of this Contract, weather permitting, shall diligently pursue and execute the work, and shall complete the work within (30) days, time being of the essence of the Agreement.

ARTICLE III – That all amounts due and payable on behalf of the Owner to the Contractor for the work performed under this Agreement shall be payable within (30) days after the work is satisfactorily completed and approved by the Owner and the Program. The Owner may withhold approval of such work if the Program refuses to give approval thereof and upon the receipt of a lead clearance if necessary.

ARTICLE IV – That the Owner and representatives of the Program shall be afforded access at all times to inspect the work; and the Program may at all times inspect the Contractor's books, records, correspondence, construction drawings, receipts, vouchers, payrolls, and agreements with subcontractors in relation to this Contract and the Contractor shall preserve all such records for a period of two (2) years after the payment hereunder.

**ARTICLE V** – That as a condition to receiving payment hereunder, the Contractor shall deliver to the Owner a warranty covering all work performed hereunder to the effect that such work shall be free from defects arising from the workmanship of the Contractor or any subcontractors for a **period of one year, in addition to manufacturer’s material guarantees.**

**ARTICLE VI** – Pursuant to the provisions of the New Jersey Construction Lien Law P.L. 1993, c318 (NJSA 2A:44A-1 et. seq.), the Contractor shall be required to provide the owner with an accurate and full list of the names and addresses of each subcontractor and supplier who may have a right to file a lien pursuant to said Act. The list shall be verified under oath by the Contractor. Further the Contractor shall be required to secure an accurate and full list from each of his/her subcontractors of the names and addresses of each of their subcontractors and suppliers who may have a right to file a lien pursuant to said act. The list(s) shall be verified under oath by the subcontractor(s). Prior to release of any payment, the Contractor shall be obligated to provide certification on his/her oath that:

- a. The list required of the Contractor above has been provided and is true and accurate.
- b. The list(s) require of subcontractor(s) above have been secured by the Contractor.
- c. The Contractor has paid all current claims of persons identified on the contractor’s list; or, will use the proceeds of the requested payment to settle all current claims.
- d. The Contractor has required and/or will require as a condition of payment to any subcontractors a certification under oath that the subcontractor has paid all current claims of persons identified on the subcontractors list; or, will use the proceeds of the subcontractor’s payment to settle all current claims.

**ARTICLE VII** – That the Owner or the Program, before making any payments hereunder, may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying materials under this Contract, if this deemed necessary to protect the Owner’s interests.

**ARTICLE VIII** – That the Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the Local Government and shall, at his own expense, accrue and pay fees or charges for all permits and approvals required for the performance of the Contract work.

**ARTICLE IX** – That the Contractor hereby agrees to assume all risk of loss or damage to property or injury to or death of persons arising out of the work performed by Contractor and any related infrastructure improvements, and to indemnify and save harmless the Owner, its

successors, officers, agents and employees, and each of them, from and against, claims, suits and demands, including the costs of legal defense arising there from for any such injury, death, loss or damage, whether said claims, suits or demands are just or unjust, fraudulent or not, and irrespective of whether such risks are beyond the control of the Contractor. Contractor, indemnifying the Owner shall, if so requested by the County, defend against such claims at no cost and expense to the Owner, in which event Contractor shall not, without obtaining express advance written permission from the Owner, raise any defense involving in any way jurisdiction over the Owner.

ARTICLE X – That the Contractor shall carry or require that there be carried full and complete Worker’s Compensation Insurance for all of his employees and those of his subcontractors engaged in work on the Contract premises, in accordance with the local and state laws governing same. The amounts and limits of the public liability and other insurance referred to herein, shall be subject to approval of the Owner. The Contractor shall furnish evidence of a comprehensive public liability insurance coverage protecting the Owner for not less than five-hundred Thousand Dollars (\$500,000) in the event of bodily injury, including death, and One-Hundred Thousand Dollars (\$100,000) in the event of property damage arising out of the work performed by the Contractor.

ARTICLE XI – That the Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., Sec. 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of statements required of subcontractors there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exceptions for the requirements thereof.

ARTICLE XII – (EQUAL EMPLOYMENT OPPORTUNITY) – During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Program, setting forth the provision of the non-discrimination clause.
- b. The Contractor will, in all applications, 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 race, creed, color or

national origin.

- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE XIII – The Contractor should comply with Section 3 of the Housing and Urban Development Act of 1958, as amended, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. (Referenced as 24 CFR 135.25 B and, 135.70 C1.).

ARTICLE XIV – That the Contractor shall keep premises clean and orderly during the course of the work and remove all debris upon completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor.

ARTICLE XV – That the Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (4a. USC 483 (D) and Community Development Block Regulations 24 CFR Part 35 & 40 CFR Part 745 and will not use lead based paint on any exterior or interior surface as indicated in “Exterior Painting” and “Interior Painting” specifications. In addition, the Contractor will provide the Program with a copy of the Lead Safe Work Practices Certificate.

ARTICLE XVI – That the Contractor shall not assign this Contract without the consent of the Owner and that such requests for assignment of said Contract must be addressed to the Program.

ARTICLE XVII – That the Owner shall cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as necessary.

ARTICLE XVIII - No member of or Delegate to the Congress of the United States and no resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from same, provided that the foregoing provision of this Section shall not be construed to extend to this Contract if made with a cooperation for its general benefit.

ARTICLE XIX – That the premises herein shall be occupied during Contract.

ARTICLE XX – Officers, employees or members of the Program who exercise any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains and the property owner(s) shall not have any private interest, direct or indirect, in this Contract or in the proceeds of this assistance.

ARTICLE XXI – The title of all work completed and in course of construction and of all materials on account of which any payment has been made shall be in the name of the Owner.

ARTICLE XXII – This Agreement may be modified or amended only by a written instrument executed by both the Owner and the Contractor and assented to by the Program.

- a. Change order unit price cost will be limited to the cost quoted in the contract bid document or absent a bid price generally acceptable prices used by the Program and other participating Contractors.
- b. All change orders are to be written documents conforming to program standards, approved by the program and executed by the Owner, program representative and the Contractor.
- c. During the period that this rehabilitation program construction contract is open on this program project, the Owner and the Contractor shall not enter into separate side agreements or arrangements.

ARTICLE XXIII - The Contractor shall comply with all applicable regulations of the Secretary of Labor, United States Department of Labor and the Davis Bacon Act (70 U.S.C. 276a-276a-5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), the Fair Labor Standards contained in HUD-assisted construction programs known as “Related Acts.” In addition, the contractor shall comply with all applicable provisions of the State of New Jersey Department of Labor, Prevailing Wage Acts (N.J.S.A. 34:11-56-25 et seq.; PL 1963, c. 150, as amended; effective July 3, 1974 and N.J.S.A. 34: 1B-5.1; PL 1979, c. 303; effective January 17, 1980).

ARTICLE XXIV – That for the consideration named herein, the Contractor proposes to furnish all the material and do all work described in, and in accordance with, the Contract identified above in Article I.

ARTICLE XXV – The Contractor and the Owner mutually agree that the contractual agreement herein established is personal to themselves, and they each waive any claims they may have against any governmental agency from which they may receive payment for work performed under this Agreement or any consultant to any such governmental agency. They further jointly and severally agree to hold any such parties harmless from any liability in connection with this contractual agreement between them.

ARTICLE XXVI – The Contractor and Owner mutually agree that disputes pertaining to work performed under the terms of this contract shall be settled by an independent third party. For the purpose of this contract, the third party will be an “arbitration committee” consisting of the staff of the BOROUGH OF TINTON FALS Home Improvement Program. Decisions will be binding to all parties.

ARTICLE XXVII – The Contractor and Owner mutually agree that if through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract

by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all properly finished work performed by the Contractor shall be identified by the Program Inspector and shall be compensated for in accordance with the findings of the Program inspection.

IN WITNESS THEREOF, the Owner and Contractor have executed this Agreement as of the date first above written.

**Contractor Name**  
CONTRACTOR

**Homeowner Name**  
OWNER

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
SIGNATURE OF OWNER

**Contractor Address**  
**Contractor Phone**  
ADDRESS AND PHONE NUMBER OF  
CONTRACTOR

**Homeowner Address**  
**Homeowner Phone**  
ADDRESS AND PHONE NUMBER OF  
OWNER

**Lic #** \_\_\_\_\_  
CONTRACTOR LICENSE NUMBER

**\$** \_\_\_\_\_ **.00**  
AMOUNT OF BID/PROPOSAL

\_\_\_\_\_  
DATE OF ACCEPTANCE

\_\_\_\_\_  
WITNESS