

Exhibit J: Contract template

CONTRACTOR/ OWNER AGREEMENT

THIS AGREEMENT made this ____th day of _____, 2018 by and between _____, having a principal place of business located at _____, _____, VT 050__ hereinafter called the "CONTRACTOR", and Randolph Area Community Development Corporation (RACDC or OWNER), with a mailing address of P.O. Box 409, Randolph, VT, and an office located at 21 North Main Street, Randolph, VT, 05060, hereinafter called the "OWNER".

WHEREAS, the OWNER intends to rehabilitate the Joslyn House located at 16 Maple Street in Randolph, VT, 05060, NOW THEREFORE, the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

1. The Work

- a. This Contract shall incorporate the Contractor's Bid Proposal, Specifications, and drawings.
- b. The Contractor proposes to furnish all the material and do all the work described in Exhibit A (the "Work") and in accordance with this contract for the **Guaranteed Maximum Price** in the amount of _____ **Dollars 00/100 U.S. Dollars** (\$_____), and as further described in the Contract Documents [Exhibits].
- c. [The date of commencement of the Work shall be the date of this Agreement unless a different date is stated herein of provision is made for the date to be fixed in a Notice to Proceed, in which case the Contract Time shall be measured from the date of completion.][Contractor will commence the Work on or before _____, **2018** and will achieve Final Completion of all the Work required by the Contract no later than _____, **2019**, time is of the essence in this Agreement. The Owner will determine what constitutes Substantial Completion.]
- d. Change Orders: Owner may increase the Scope of the Work if 1) Owner chooses to authorize one or more of the Add Alternates shown on Exhibit B, which were included in the Contractor's Bid Proposal but not yet authorized as part of the Work in Exhibit A; or 2) additional construction or rehabilitation that were unforeseen prior to the commencement of the Job becomes necessary; or, Owner may decrease the Scope of Work if certain construction or rehabilitation becomes unnecessary, or in order to accommodate necessary additions without increasing the Contract Sum. In the event that the Scope of Work is increased and/or decreased, the Contractor and Owner will execute a change order outlining the changes in the Scope of Work. The Contract Sum and Contract Time shall be changed only by a written Change Order signed by Owner and Contractor. The Contractor may charge time and materials per rates also specified in Exhibit B, which have been pre-approved and agreed to with Owner, or a fixed price agreed on by all parties. Conversely, Owner will receive a credit for all deleted Work items. Such credit will be arrived at by Contractor providing a breakdown of costs to Owner prior to the signing of the Change Order.

- e. Knowledge of the site: Execution of the Contract by the Contractor is a representation that the Contractor has visited the Site and become familiar with the conditions under which the Work is to be performed.

2. Contractor Obligations:

- a. The Contractor shall supervise and direct all Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all of the applicable Work under this Contract.
- b. Unless otherwise provided, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- c. By contract with each sub-Contractor, require each sub-Contractor, to the extent of the Work performed by the sub-Contractor, to be bound to Contractor by the terms of the Project Documents and to assume toward Contractor all of the obligations which Contractor assumes toward Owner under the Project Documents, including but not limited to insurance coverages. Nothing contained in this Agreement shall imply or be interpreted to mean that there exists a contractual relationship between Owner and any sub-Contractor. Contractor shall be responsible for the acts, omissions, and Work performed by any sub-Contractor, and shall take all steps necessary to ensure that the Work, whether performed by Contractor or a sub-contractor, is completed in a workmanlike manner and in compliance with all applicable State and Local building codes and state or federal regulations.
- d. That the Contractor shall give all notices required by and comply with all applicable state, federal and local laws, ordinances and codes, and shall at his own expense, secure and pay the fees or charges associated with the permits required for the performance of the Work. Contractor is responsible for contacting and coordinating efforts with local officials and for obtaining any necessary local approvals. Contractor is responsible for contacting and coordinating efforts with the State Fire Marshal and obtaining any necessary state public safety approvals.
- e. Unless otherwise provided in the applicable Exhibit, the Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work.
- f. Contractor will supply owner with an operations manual including at minimum a detailed list of the manufacturer, make & model of all finishes, equipment, fixtures together with

the vendor who supplied them, a schedule and instructions for upkeep, repair and maintenance, and all warranties or guarantees granted with material or services provided under this Agreement. Final payment will not be made until this information is provided.

- g. The Contractor warrants to the Owner that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the applicable Exhibit and that all Work will conform to the requirements of this Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- h. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out this Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- i. All personnel, including subcontractors and delivery persons, are expected to exhibit acceptable behavior at all times as is generally defined in our society and to treat workers and any visitors to the site with respect. Unacceptable behavior includes, but is not limited to, foul and offensive language, verbal or physical abuse or harassment, and discrimination based on gender, race sexual orientation, sexual identity, national origin or religion. Failure to maintain these standards is grounds for dismissal of individuals or termination of the contract.
- j. The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work or any work under a contract with the Contractor.
- k. The Contractor shall keep the site and surrounding areas free from accumulation of waste materials or rubbish caused by operations under this Contract. All Work shall be coordinated with the Owner's staff and the site residents (as applicable) in order for Owner to carry out its regular activities at the respective site. All Work shall be performed in a safe, neat and workmanlike manner. All Work areas shall be kept clear and free of hazards and obstructions. At the end of each workday, Work areas shall be cleaned and free of debris and all tools and equipment shall be properly stored or removed from the job site. All debris generated shall be removed from the site and legally disposed of by the Contractor. Any areas of lawn that are disturbed or damaged shall be repaired back to original condition. At Final Completion of a Job (as defined below), the Contractor shall remove from and about the Job site all waste materials, rubbish, as well as the Contractor's tools, construction equipment, machinery and surplus materials.

- l. The Owner(s) and project funders shall be afforded access at all times to inspect the Work and may at all times inspect Contractor's books, records, correspondence, construction drawings, receipts, vouchers, payrolls, and agreements with Subcontractors relating to this Contract. Contractor shall preserve all such records for a period of three (3) years after Final Payment for all Work. If any litigation claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audits involving the records have been resolved.
- m. The Contractor shall indemnify and hold harmless the Owner and Owner's agents, employees representatives and Directors from and against any claims, suits, proceedings, actions, losses, damages, costs and expenses, (including, without limitation, investigation costs, court costs, litigation expenses, out-of-pocket costs and reasonable attorneys' fees), arising directly or indirectly from, as a result of, or in connection with the Project or this Agreement, except to the extent arising due to willful misconduct of any RACDC Indemnified persons.
- n. Contractor shall indemnify and hold harmless Owner from liability for any injury or damages to persons or property resulting from execution of Work under the Project Documents or from Contractor's acts or omissions in connection with or arising out of the Project Documents.
- o. In claims against any person or entity indemnified under this Contract by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations described above shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

3. [Reserved].

4. Subcontracts.

- a. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any portion of the Work. Nothing contained in this Contract shall imply or be interpreted to mean that there exists a contractual relationship between Owner and any Subcontractor.
- b. The Contractor shall furnish in writing to the Owner, along with their proposal, the names and contact information of any Subcontractors hired to perform any portion of the Work. Contracts between the Contractor and Subcontractors shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of this contract, and to assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the Owner.

5. Separate Contracts.

- a. The Owner reserves the right to perform construction or operations related to the Work with the Owner's own forces, and to award separate contracts in connection with other portions of the project or other construction or operations at the site.
- b. The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs.
- c. Costs caused by delays, improperly timed activities or defective construction shall be borne by the party responsible therefore.

6. Payments and Requisitions:

- a. Requests for Payments: Payable as follows: \$_____ down payment to start; progress payments to be invoiced with 10% retainage as noted below. Final payment may be requested after successful completion. Contractor shall submit an Invoice for payment and indicate the percentage of completion by task or schedule outlined in the Bid. The Owner and, as applicable, Owner's architect, engineer, or contract manager, shall review and approve the Invoice. Each Invoice shall retain 10% of the total invoiced amount due to the contractor, except after Final Completion, at which time the retainage may be invoiced and paid.
 - i. Provided that the Owner receives the Invoice by the 5th day of the month, the Owner shall make payment of the approved amount to the Contractor not later than the last day of the month.
 - ii. Preceding final payment Contractor shall supply Owner and RACDC with a written warrantee stating work discharged will remain free from defects or indigent workmanship for a period no less than one year.
- b. Final Completion of the Work and Final Payment. Final Completion of all the Work shall occur when 1) all Work has been completed and approved by the Owner and 2) all Final Permits and Approvals, including without limitation, Final Certificates of Occupancy, have been secured by the Contractor on behalf of the Owner from any governmental authority with jurisdiction; and 3) the Operations Manual, described above, has been received. The Permits and Approvals shall not be deemed "Final" until they are no longer subject to appeal, or in the case of an appeal, shall have been approved by the highest tribunal to which an appeal was taken. All Permits and Approvals secured by the Contractor in connection with the Work, whether temporary or final, shall be promptly provided to the Owner.
- c. Releases. If any lien remains unsatisfied after payments are made, including, but not limited to Final Payment, Contractor shall refund to Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

- d. Release of Liens as a Condition of Final Payment. As a condition to receiving Final Payment for the Work, the Contractor shall deliver to the Owner a complete release of all liens (including, without limitation, a release of liens for all labor and materials) arising out of this Contract, or, at the option of the Owner, receipts in full covering all labor, materials or equipment for which a lien could be filed. The waiver of lien shall waive any right to assert a lien against the Property or the Project, and shall provide that Contractor shall indemnify Owner against all claims and demands by sub-Contractors, suppliers, and laborers arising from the performance of the Project Documents.

- e. Effect of Payments. Any and all inspections of the Work and any approvals of the Work by the Owner are for the sole and exclusive benefit of the Owner, are solely intended to determine that the Work is proceeding in accordance with this Contract and any Exhibit hereto, and shall not be interpreted to relieve the Contractor of any of its responsibilities under this Contract. No Final Payment or other payment hereunder and no approval for payment by the Owner shall be deemed to waive any rights or remedies of Owner, all such rights and remedies being preserved by the Owner. The Contractor shall be solely responsible for paying each Subcontractor for each progress or final payment, including the withholding of retainage, as appropriate. The Owner shall bear no responsibility in the distribution of payments to Subcontractors.

- f. Withholding of Payments. Payments may be withheld on account of: (1) defective Work not remedied consistent with this Contract or any Exhibit hereto, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (6) persistent failure to carry out the Work in accordance with the this Contract or any Exhibit hereto.
 - i. Acceptance of Final Payment by the Contractor shall constitute a waiver of claims by the Contractor, except for those previously made in writing to Owner and identified as unsettled at the time of Final Payment.

7. Insurance.

- a. The Contractor shall purchase from and maintain with a company or companies lawfully authorized to do business in the State of Vermont insurance for: protection from claims under Workers' Compensation Acts and other employee benefit acts which are applicable; automotive liability insurance to protect the Contractor from claims arising from the use of automobiles or trucks in connection with any Job; comprehensive general liability insurance to protect the Contractor from claims arising from bodily injury, including death, and from claims for damage to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than one million dollars and shall

include contractual liability insurance applicable to the Contractor's obligations under this Contract. The policy shall be on an occurrence form and limits shall not be less than: \$1,000,000 Per Occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate, and \$50,000 Fire/Legal/Liability.

Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work. RACDC and its officers, Directors, employees, representatives and agents shall be named as additional insured on said liability policies. If any policy of insurance required by this paragraph expires prior to Final Completion of the Work, the Contractor shall provide the Owner with a renewal certificate showing current coverage for all of the insurance required by this paragraph.

- b. The Contractor shall require all Subcontractors to carry similar insurance coverage with similar limits, and shall similarly require that RACDC and its officers, Directors, employees, representatives and agents are named as additional insured on said liability policies, and provide the Owner with certificates and renewals. Lesser limits may be allowed for special circumstances at the request of the Contractor with prior written approval by the Owner and in Owner's sole discretion.

8. Protection of Job sites.

- a. The Contractor shall take the following precautions to protect and secure the work site and applicable building materials:
 - i. The Contractor shall confine its apparatus, storage of materials, and operations of its workers to limits designated by the Owner, and shall not unreasonably encumber a Job site with its materials. The Contractor shall keep any corridors and exits clear of debris, materials, equipment, etc. at all times, to provide for normal egress as well as fire egress from any building in which Work is being carried out. The Contractor shall not obstruct access to areas which are in use by the Owner or its tenants, as applicable. The work area shall be maintained in a safe, orderly condition at all times.
 - ii. The Contractor shall protect property, landscaping and utilities located at a Job site and which are not to be removed or repaired under this Contract and, without limitation as to Contractor's other responsibilities, shall be responsible to Owner for any damage to the same arising out of or related to the Work. The Contractor shall maintain a rubbish-free work site, and shall provide secure containers into which all refuse shall be deposited. All containers shall be covered at the end of each work day.
- b. The Contractor shall store materials so they do not create natural pockets for combustible materials.
- c. When combustible materials are stored at a Job site during construction, they shall be located within easy reach of fire protection equipment. Combustible materials shall be safely stored and/or removed from the site at the end of each work day.
- d. An approved number of fire extinguishers shall be placed throughout all work areas, and within easy reach of mechanics who are operating plumbers' furnaces, burning or

welding apparatus. The number and location shall be approved from time to time by the local fire department, if so required.

- e. Every precaution shall be taken to see that all building materials and equipment and all parts of the buildings under construction are properly braced and protected from injury by water, fire, accident or other cause during work hours and non-working hours.
 - f. All damage to materials, completed Work or the property caused by the Contractor prior to Final Completion shall be replaced by the Contractor at no cost to the Owner.
 - g. The Contractor shall keep all access roads and walks clear of construction equipment, materials, debris, and all other items. The Contractor shall be responsible for repairing all property that was damaged during construction, and shall leave it in as good as or better condition after Final Completion as found before the Work started.
 - h. The Contractor shall provide protection for all concrete and finished floors, treads, platforms and the like against mechanical damage, plaster droppings, oil, grease, paint or other materials that will stain the surface finish.
 - i. All temporary protection and coverings shall be removed at Final Completion of the Work.
 - j. All temporary work shall be removed when it is no longer required. Prior to Final Completion of the Work, the Contractor shall remove all spots, stains, dirt and dust from all surfaces that were the result of the construction Work. Before Final Completion, arrangements must be made with the Owner to inspect the areas completed.
 - k. The use of tobacco or vapor products will not be allowed in any building in which the Work is being carried out or within 25 feet of the building or any doors or windows.
 - l. The Contractor shall take all reasonable and necessary precautions to protect tenants, visitors, and other persons against hazardous or unsafe conditions arising as a result of any Work or Work in progress.
 - m. Any damage to or theft from the quarters or equipment of the Owner or its tenants, if applicable, caused by the Contractor or any Subcontractors shall be corrected by the Contractor as directed by the Owner, and at the expense of the Contractor.
 - n. Nothing in this Section, or in this Contract or any Exhibit hereto shall be interpreted to limit the Owner's rights and remedies under this Contract, any Exhibit hereto or at law or equity.
- 9. Work in Occupied Units:** When the Contractor undertakes Work in and adjacent to areas in use by tenants, he/she shall coordinate his/her operations with those of the Owner and the tenants to avoid conflict with the Owner and tenants. All Work shall be carried out in such a manner as to avoid interference with the Owner or its tenants' normal operations, except as provided herein.

- a. The Contractor shall notify the Owner at least five (5) days prior to beginning any Work in any occupied apartment. Access to the apartment shall not be unreasonably withheld by the Owner. This notice shall contain information about the nature of the Work to be performed and the expected times and dates when the Work will begin and end. The Contractor shall notify the Owner at least ninety-six (96) hours in advance of the desire to connect or disconnect any utility services affecting occupied apartments. The Contractor shall schedule any Work in occupied apartments with the advice and consent of the Owner so that all tenants can be properly notified.

10. Hours of work: In unoccupied sites, hours shall be Monday through Friday 7:00 am to 5:00 pm. In occupied sites, hours shall be Monday through Friday 8:00am to 5:00 pm. Hours of work outside these proscribed limits are to be approved by the Owner, which approval will not be unreasonably withheld. The Owner reserves the right to change these hours of work, to accommodate reasonable conditions of the Work, and particular need of occupants.

11. Performance Bond and Payment Bond. Contractor must be able to provide a 100 percent performance and 100 percent payment bond for the contract price, or a 25 percent irrevocable letter of credit.

12. Warranty.

- a. All Work performed under this Contract shall be free from defects arising from the workmanship of the Contractor or any Subcontractor or the quality of material used therein. The Contractor shall promptly correct defective Work, Work rejected by Owner or Work which fails to conform to the requirements of this Contract or the applicable Exhibit, whether observed before or after Final Completion, within a period of one (1) year from the date of Final Completion. During the period covered by the warranty, and upon receipt of notice from Owner, Contractor shall promptly correct any Work found to be defective or not in accordance with this Contract or the applicable Exhibit.
- b. Nothing contained in this section or this Contract shall be construed to establish a period of limitation with respect to other obligations, which the Contractor has under this Contract. The provisions of this section relate only to the specific obligations of the Contractor to correct the Work, and have no relationship to the time within which the obligation to comply with this Contract or any Exhibit hereto may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

13. Cooperation.

- a. Owner shall cooperate with Contractor to facilitate performance of the Work, but Owner does not assume any of the responsibilities or obligations of the Contractor under this Contract. Owner shall permit Contractor to make reasonable use of existing utilities for

the performance of the Work and all such use shall be at the expense of Owner, however, if the use exceeds capacity Contractor will arrange for temporary service at its own expense.

14. Title.

- a. Title to all Work, materials and equipment will pass to the Owner either by incorporation in the construction or upon receipt of payment (less retainage) by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances. The Contractor warrants to Owner good title to all materials, supplies and equipment incorporated into the Work, free of all liens or claims by others.

15. Safety.

- a. Contractor shall be solely responsible for maintaining and supervising all safety precautions in connection with the Work, including, without limitation, all measures, practices and precautions, however designated, required by the Vermont Occupational Health and Safety Administration. If Contractor is working in or near occupied dwellings, Contractor shall exercise all reasonable care to protect the safety of occupants, their invitees and other persons on or at the work site.

16. Remedies.

- a. If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with this Contract, including but not limited to the applicable Exhibit, or fails to perform a provision of this Contract, the Owner, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, the Owner may terminate this Contract and take possession of the Work site(s) and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish all Work by whatever method the Owner may deem expedient. If the unpaid balance due the Contractor exceeds the cost of finishing the Work, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to Owner. Nothing in this paragraph or Contract shall be deemed to limit any remedies which are otherwise available to Owner or Contractor under this Contract or at law or equity.
- b. Contractor and Owner agree to work in good faith to resolve all grievances, difficulties, and/or disputes. Any disputes that cannot be resolved amicably shall be referred to a mediation process with a third party mediator who is agreeable to both Owner and Contractor. Owner and Contractor shall equally share the cost of any agreed upon mediator. Any efforts by Owner or Contractor to resolve the dispute as provided in this section shall be on a non-binding basis and is solely intended to assist the parties in resolving their disagreement. If no agreement is reached, Owner and/or Contractor may pursue their respective rights and remedies under this Agreement as provided herein

and/or available at law or in equity. Nothing in this section is intended to limit any rights, claims, or remedies, or defenses which may be brought or filed by Owner or Contractor.

- c. Any controversy or claim arising out of, or relating to the interpretation or implementation of this Agreement or the breach of this Agreement that is not resolved pursuant to this Section, shall be settled by arbitration under the Vermont Arbitration Act. Any judgment upon an award rendered pursuant to such arbitration may be entered in any court in the State of Vermont. This arbitration provision shall not apply to any claims for bodily injury or damage to property, except that damage to the Property itself and/or other property as a direct result of Contractor's Work shall be subject to this arbitration provision.

17. Equal Employment Opportunity. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, age, sexual orientation, gender identity or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

18. Hazardous Materials. In the event the Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or other hazardous materials as identified in all applicable statutes and regulations of the State of Vermont, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous materials, and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous materials, or when it has been rendered harmless, by written agreement of the Owner and Contractor.

19. Lead-Based Paint Regulations. The Contractor shall comply with all applicable, Federal, State, and Municipal statutes, rules, regulations and policies related to lead-based paint in effect at the time the work is being performed, including but not limited to, EPA, HUD, OSHA, VOSHA and any and all amendments thereto. The Contractor is responsible for protecting workers, occupants, neighbors and environment from the hazards related to working with, or exposure to lead based paint.

20. Women in Construction Trades Ordinance. If the Job is subject to the Women in Construction Trades Ordinance, Contractor shall comply with that Ordinance.

- 21. Certification Regarding Suspension or Disbarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>.
- 22. Notices.** Any notices required or permitted by this Agreement, or given in connection with this Agreement, shall be in writing and shall be sent to the address set forth in the introductory paragraph to this Agreement. Notice shall be delivered personally, sent by nationally recognized expedited delivery service (e.g., FedEx, UPS, etc.) or mailed by certified or registered mail, return receipt requested, in each instance addressed to the appropriate address set forth above or to such other address as a party may designate in a written notice sent in accordance with this provision. Any such notice or communication shall be deemed to have been delivered when received, when delivery is refused by the addressee, or when delivery fails due to an improper designated address.
- 23. Assignment.** The Contractor shall not assign this Contract without the prior written consent of the Owner.
- 24. Jurisdiction.** This Agreement shall be construed under the laws of the State of Vermont, and jurisdiction for any disputes shall vest in the courts of the State of Vermont.
- 25. Amendments.** This Contract may be modified or amended only by a written instrument executed and dated by both Owner and the Contractor.
- 26. Severability of Provisions.** If any provision of this Contract is rendered invalid by any Act of Congress or by the Vermont General Assembly or by a court of law, it shall have not effect on the validity of each and every other provision.
- 27. Agreement Binding.** This Agreement is for the exclusive benefit of the parties to this Contract and shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 28. Paragraph Headings.** Paragraph Headings are included only as a convenience to the reader and are not part of this Contract.
- 29. No Third Party Beneficiaries.** Nothing in this Contract, express or implied, is intended to or shall be construed to confer any rights or benefits upon any person or entity other than the parties to this Contract.

ACCEPTANCE BY CONTRACTOR:

Name: _____ By: _____ Tax ID # _____

Signature: _____ Date: _____

ACCEPTANCE BY OWNER:

Name: Julie Iffland, RACDC

Title: Executive Director, RACDC

Signature: _____ Date: _____

ACKNOWLEDGMENT OF ARBITRATION

Contractor and Owner understand that this Agreement contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

IN WITNESS WHEREOF, the undersigned Contractor AND Owner have executed this Agreement to be effective as of the Effective Date.

CONTRACTOR:

Signature
Name: _____
Title: _____
Date: _____

OWNER (RACDC):

Signature
Name: _____
Title: _____
Date: _____