

SAMPLE Construction Terms Agreement

Definitions, for the purposes of this document:

- “This property” refers to _____(address), owned by _____(one or more persons or entity).
- “Construction timeframe” is considered to be until the end date of the city’s Community Development Block Grant, contract # _____, as well as the duration of my agreement to the terms outlined in this document.
- “Façade” refers to that portion of the herein described property consisting of the exterior facing 24 inches of the structure. This includes all architectural and construction features visible from any point on the public way outside of the building, including without limitation structural materials, facing materials, windows, doors, trim, sills, steps, railings, cornices, moldings, fences, roofing materials and other associated features. Additionally, facade includes connected interior features that necessitate modification or maintenance in order to rehabilitate and maintain the publicly visible features.

Acknowledgement of scope of work, cost and payment arrangement

I concur with the *(final scope of work description, bid specifications, and/ or renderings)* as it relates to my building’s façade, reviewed on date)_____ and attached as Exhibit A to this document. I understand that as a condition of being included in the project, I will be required to contribute ___% of the cost of the project, including any approved change orders. I understand that the cost for the scope of work to this facade is \$_____ and the ___% owner contribution will be \$ _____, or a not to exceed figure of \$_____.

I agree, as my contribution for the façade improvements, to invest in the project a sum of \$_____ or a not to exceed figure of \$_____. I agree to deposit these funds with the *City of _____* upon completion and acceptance of construction or on or before (date)_____. *(Or alternative amounts and dates for a series of payments).*

I understand that the *(City of _____)* has the right to place a lien against this property to secure my payment.

Construction expectations

I understand that the city or other duly authorized agents will be responsible for supervision and coordination of the performance of the contract for implementation of the façade renovation to this property.

I further understand that, in the event that a change order to the original scope of work is deemed necessary by the contractor with the concurrence of the city, I will be expected to pay either an amount up to the not to exceed figure if noted above, or a proportion of any increased cost due to implementation of such change order in the same percentage as the owner contribution as noted above.

The city or other duly authorized agents or contractors may enter upon this property to perform any required work after first giving me reasonable notice. For the terms of this document, "reasonable notice"

shall include forty-eight (48) hours' notice via telephone, verified email response, person to person contact, or proof of my receipt of notice via certified U.S. Mail delivery.

Acknowledgement of limitations and requirements on other work to this property

I have been informed that any other non-emergency or non-routine maintenance work, besides as outlined by this façade project, on my entire building including construction, rehabilitation and changes of materials, is not permitted until after the city's grant with the Iowa Economic Development Authority is closed. If I have questions about that timeframe or status of contract closeout, I will contact the city.

Signed this _____ day of _____, 20____

_____ (Print Name)

_____ (Signature)