

NeighborImpact Heat Pump Grant Program – Project Agreement

This Agreement, made [Date] between [HOMEOWNER], hereinafter referred to as “Owner” and [CONTRACTOR], hereinafter referred to as “Contractor” and NeighborImpact, hereinafter referred to as “NI.”

WITNESSETH: That NI, Owner and Contractor, for consideration stated herein, mutually agree as follows:

- 1. Scope of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, fixtures and services, including transportation services, and perform and complete all work required for rehabilitation in an efficient and workmanlike manner, of the Property described as follows:

[PROPERTY ADDRESS]

- 2. Contract Documents.** The Contract Documents shall consist of this Agreement, and the Contractor Bid and Scope of Work (Exhibit A), the Heat Pump Grant Program Requirements (Exhibit B), and the Contractor Acknowledgment (Exhibit C) which are incorporated herein by reference and are as much a part of this agreement as if set out fully herein.
- 3. Project Cost.** Parties agree on a project cost of [\$XX,XXX], which is further described within Exhibit A.
- 4. Heat Pump Project Specifications:** Contractor certifies that the Project Scope of Work as defined within Exhibit A complies fully with the Heat Pump Grant Program Requirements as defined within Exhibit B.
- 5. Project Grant:** NI will provide a Community Heat Pump grant in the amount of [\$X,XXX] to offset the cost of the repair and/or installation of a heat pump in Homeowner’s place of residence. NI will provide the full grant payment to the Heat Pump Contractor upon the Contractor’s completion of the project, as defined within Section 7 of this Agreement.

NI will have no financial obligations beyond the Community Heat Pump Grant funds. The Homeowner is responsible for paying all Heat Pump installation costs and/or related project costs above and beyond the Community Heat Pump grant amount awarded under this Agreement.

- 6. Owner Payment:** Owner agrees to pay Contractor the total remaining balance of the project above and beyond the Community Heat Pump grant amount awarded by NI under this Agreement and further defined within Section 5.
- 7. Project Completion and Contractor Payment.** This Contract shall become effective on the date (“Effective Date”) that the Contract is fully executed. The approved project must be completed within 60 days of date of the Effective Date.

The Community Heat Pump Grant amount will be paid by NI to Contractor upon the following

conditions:

- a. Contractor completion of the project Scope of Work, as defined within this Agreement.
- b. Contractor issuance of an invoice or pay request to NeighborImpact, up to the Project Grant amount defined within Section 5.
- c. Contractor submission of the approved County permit and inspection report.
- d. Owner acceptance and approval of the project, through submission of a signed Certification and Acceptance of Improvements form to NI.
- e. NI determination that the installed or repaired Heat Pump complies with the Heat Pump Grant Program Requirements as described in Exhibit B. NeighborImpact reserves the right to inspect the installed and/or repaired unit to verify that the project is complete, functioning properly, and that the project meets the Heat Pump Grant Program Requirements.

- 8. Change Orders.** Owner and Contractor expressly agree that no material changes or alterations in the scope of work, project completion date or price provided above shall be made unless in writing and mutually agreed to by all parties.

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or NI, or of any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unavoidable casualties or any cause beyond the Contractor's control, or by delay authorized by NI pending mediation or arbitration, or by any other cause which NI shall decide justifies the delay, the time of completion shall be extended for such reasonable time as NI may determine.

A written request for an extension must be made by Contractor to NI seven (7) days prior to the project completion date, as defined in Section 7. The foregoing does not exclude the recovery of damages for delay by either Party under the provisions in the Contract Documents.

- 9. Permits and Codes.** Contractor agrees to secure and pay for all necessary permits and licenses required for Contractor's performance and to adhere to applicable local codes and requirements whether or not covered by the specifications and drawings for the work, including any Contractor registration requirements.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. Upon completion of the work, the Contractor shall furnish evidence of approval of inspections required from the applicable City or County Building Department, before requesting final payment.

- 10. Non-Discrimination.** During the performance of the Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or any other legally protected status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, creed, color, sex, national origin, or any other legally protected status. Such actions shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and for selection for training, including apprenticeship.

11. Hold Harmless. Contractor shall agree to defend, indemnify, and hold harmless the Owner and NI, an Oregon Nonprofit Corporation, from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from Contractor's performance under this agreement to install or construct housing rehabilitation to be paid for out of the proceeds of the Owner's Rehabilitation loan. Contractor is acting in the capacity of an independent contractor with respect to the Owner.

12. Subcontractors. Contractor agrees that all the warranties contained herein shall apply to all work performed under the Contract, including that performed by any Subcontractors.

13. Owner Responsibilities. The Owner agrees by acceptance of this Contract to:

- a. Permit the Contractor to use, at no cost, existing utilities, such as lights, heat, power and water necessary to carry out the completion of the work.
- b. Cooperate with the Contractor to facilitate the performance of the work, including the removal of and replacement of rugs, window coverings, furniture, and personal belongings as may be necessary. Owner shall remove such items from home or construction area which will inhibit performance by the Contractor. If such items cannot be removed by Owner, the cost for removal of such items by Contractor should be negotiated prior to the beginning of construction and shall be included in the Construction Specifications or any revision thereto.
- c. Owner must provide Contractor with reasonable access to the home and Owner must provide Contractor with notice, prior to the commencement of the project, if Owner will be away from the Property for any time period longer than two (2) days. Continuous access by Contractor during standard business hours is expected throughout the duration of the project. In the event of Owner absence for any time period lasting longer than two days, Owner is responsible for ensuring alternate arrangements are made for access.

14. Warranties. Contractor affirms that he will file evidence of comprehensive public liability and Worker's Compensation Insurance with NI, upon request. Contractor affirms that contractor is currently registered as a construction contractor by the Construction Contractors Board, and that any subcontractors doing work will be currently registered by the Construction Contractors Board.

Contractor warrants and represents to Owner the following: (1) The work, materials and equipment furnished under this Contract will be of new and of good quality; (2) the work and materials will be free of defects and will conform in all respects to the requirements of the Contract and Schedule A; and (3) the Work will be performed in accordance with accepted standards for projects of similar scope in the area where the Property is located.

15. Venue. Any action or proceeding arising out of this Contract will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.

16. Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Contract will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision

17. Severability. If a provision of this Contract is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Contract will not be impaired.

18. Survival and Exhibits. All provisions of this Contract that would reasonably be expected to survive the termination of this Contract will do so. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Contract. Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

19. Attorney's Fees. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Contract, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

20. Integration. This Contract contains the entire understanding of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Contract.

21. Counterparts. This contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract.

22. Entire Contract. This Contract, together with the other documents enumerated herein which are fully a part of this Contract as herein repeated, forms the entire Contract between the parties hereto.

This agreement entered into as of the day and year first written above.

**[CONTRACTOR NAME
& ADDRESS]
PHONE
CCB# [CONTRACTOR CCB#]**

Contractor's Signature

DATE

[HOMEOWNER NAME] - Owner

Owner's Signature

DATE

Owner's Signature

DATE

NeighborImpact

NeighborImpact Representative

DATE

DRAFT