

**Rehabilitation Contract  
Owner/Contractor**

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This AGREEMENT made and entered into this Day Month Year by and between Contractor, hereinafter referred to as the CONTRACTOR, and Homeowners, hereinafter referred to as the OWNER(S).

**WITNESSETH**

The OWNER(S) desire(s) to engage the CONTRACTOR to perform certain work on the premises located Address, Bullhead City, Arizona.

The OWNER(S) desire(s) to rehabilitate the aforesaid premises in accordance with the City of Bullhead City Housing Rehabilitation Program.

This Contract is agreed upon in the amount \$\_\_\_\_\_.

The parties do mutually agree as follows:

Section 1: Employment of Contractor: The OWNER(S) hereby engage(s) the CONTRACTOR to perform the services and supply the materials hereinafter set forth. The CONTRACTOR must be currently licensed, bonded and insured in the State of Arizona.

Section 2: Scope of Services: The CONTRACTOR shall perform all of the services and furnish all materials necessary to make the improvements described herein for the premises.

Section 3: Improvements: The improvements to be made and/or constructed by the CONTRACTOR are set forth in the plans and specifications attached hereto and made a part of this AGREEMENT.

Section 4: Time for Performance: The CONTRACTOR shall begin actual performance within ten (10) calendar days from the date of the Notice to Proceed. All work to be performed by the CONTRACTOR shall be completed within 60 (Sixty) calendar days upon receipt of required permits or Notice To Proceed from Housing Inspector.

The CONTRACTOR is excused from the performance time requirement if during the progress of the work, delay is authorized in writing by the City of Bullhead City, delays caused by neglect of the OWNER(S), or by any separate CONTRACTOR employed by the OWNER(S), or by authorized changes in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes completely beyond the CONTRACTOR'S control and the time of completion shall be extended for such reasonable time.

Section 5: Subcontracting: The CONTRACTOR agrees that he is fully responsible to the OWNER(S) for acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of himself or persons directly employed by him. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the OWNER(S).

Section 6:     Insurance: The CONTRACTOR shall maintain such insurance to protect OWNER(S) under Workmen’s Compensation acts issued by the Industrial Commission of Arizona and other employee benefits act, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and during operations under this Contract, whether such operations may be by himself or by another subcontractor or anyone directly or indirectly employed by either of them. Public liability insurance protecting the OWNER(S) shall be written in accordance with the laws of the State of Arizona. Certificates of proof of such insurance shall be filed with the City of Bullhead City.

The CONTRACTOR shall defend, indemnify and hold harmless the OWNER(S) and the City of Bullhead City, from liability and claim for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense arising from CONTRACTOR’S operations under this Contract.

Section 7:     Changes: All changes to this Contract, including Change Orders, must be in writing and shall be signed by the parties to the Contract and approved by the City of Bullhead City Housing Inspector. Both OWNER(S) and CONTRACTOR agree to refrain from making any other Agreement concerning the listed work or any additional work during the term of this Contract.

Section 8:     Waiver of Lien: The CONTRACTOR shall submit to the City of Bullhead City satisfactory waiver of all mechanics and material liens and records of expenses including receipts, invoices and wage documentation prior to final payment of the consideration set forth hereafter.

Section 9:     Compensation: The CONTRACTOR will be compensated, by the City of Bullhead City through its Rehabilitation Program, for services and materials to be provided herein.

Section 10:    Method of Payment: The City of Bullhead City Rehabilitation Program, together with the OWNER(S), will authorize payment to the CONTRACTOR in accordance with one of the following schedules to be selected at the discretion of the City of Bullhead City:

- Schedule A.    Payment in full upon satisfactory completion of the entire work.
- Schedule B.    At any point during the course of construction, the City of Bullhead City shall authorize progress payments, if the work has been performed in an acceptable manner.
- Schedule C.    Lien waivers from the contractor and subcontractors will be submitted to the City of Bullhead City prior to the last draw.
- Schedule D.    After the completion, final inspection and acceptance of all work and upon the CONTRACTOR’S delivery to the City of an itemized and properly executed invoice, the City shall, within 2 weeks, make final payment.

Section 11:    Workmanship: The work provided by the CONTRACTOR shall be performed in a professional manner; and all materials used in the construction shall be new unless otherwise expressly set forth in the work write-up.

Section 12: Defects after Completion: The CONTRACTOR shall guarantee the work performed for 12 months from the date of final acceptance of all work required by this Contract. Any defects that appear within this 12 month period and arise out of defective or improper materials or workmanship shall, upon written instruction of the OWNER(S), be corrected and made good by the CONTRACTOR at his expense.

Furthermore, the CONTRACTOR shall furnish the OWNER(S) with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the Contract.

Section 13: Inspection of Work: The City of Bullhead City shall, at all times, have access to the work. If specifications, plans instruction, laws, ordinances, building standards, or any public authority requires any work to be specifically inspected, tested or approved, the CONTRACTOR shall give the City of Bullhead City timely notice of its readiness for inspection.

Section 14: Permits and Licenses: All permits and licenses required under this Contract shall be secured by the CONTRACTOR. Copies of all permits and licenses must be submitted to the City of Bullhead City Housing Inspector prior to any compensation for work performed on the property.

Section 15: 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, religion, sex, color, or national origin.
- B. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without any regard to their race, religion, sex, color, or national origin.

Such action shall include, but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff, termination, rates of pay or other forms of compensation; and selection for training or apprenticeship.

- C. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state all qualified applicants will receive consideration for employment without regard to race, gender, creed, color or national origin.

Section 16: Immigration Reform And Control Act. The contractor shall comply with the Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA to contractor. Contractor agrees to comply with the IRCA in performance of any resultant contract and to permit City inspection of their personnel records to verify such compliance. Contractor represents by signing this contract that they are in compliance with IRCA and that they will remain in compliance throughout the performance of this contract.

Section 17: Engineering and Construction Surveys: The CONTRACTOR shall furnish all surveys as required under this Contract unless otherwise specified.

**Section 18: Termination:** If the CONTRACTOR fails to complete the project in a professional manner within the prescribed time frame, or violates any other provisions of this Contract, he may be declared in default.

The OWNER(S) will provide the CONTRACTOR with a two-days written notice of default for failure to comply with this Contract obligation. This notice shall contain the reason(s) for the CONTRACTOR default, and, unless within forty-eight hours after delivery of said notice, the

violations are corrected or satisfactory arrangements are made for their correction, the CONTRACTOR'S right to proceed under the Contract will be terminated.

In the event the Contract is terminated, the OWNER(S) shall have the right to hire another CONTRACTOR to complete the project. The cost of having the work completed shall be deducted from the remaining balance of the Contract.

**Section 19:** The OWNER(S) and the CONTRACTOR acknowledges that they have read, understand, and agree to all the provisions of this Contract and attachments thereto.

**Section 20:** This Rehabilitation Contract contains the entire agreement between the OWNER(S) and the CONTRACTOR.

**Section 21:** Refer to Appendix A for Contractor's Procedures.

IN WITNESS WHEREOF, the OWNER(S) and CONTRACTOR have executed this Contract as of the date on Page one of this Contract.

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**SIGNATURES:**

**Homeowner(s):**

\_\_\_\_\_  
Homeowner Date

\_\_\_\_\_  
Homeowner Date

\_\_\_\_\_  
Witness Date

**Contractor:**

\_\_\_\_\_  
Contractor Signature Date

\_\_\_\_\_  
Contractor License Number

\_\_\_\_\_  
Witness Date