

SAMPLE

Lead implementing agencies participating in the California Wildfire Mitigation Program – Home Hardening Initiative are encouraged to have an agreement in place between the contractor and the homeowner. Some suggested content which might be included in a homeowner agreement is provided below. This should not be interpreted as legal advice, and lead implementing agencies should submit any homeowner agreement/contract through their own internal channels for legal review and input to ensure inclusion of all relevant items. Items denoted in () are required content for any pass-through agreement due to the federal funding supporting the project.*

AGREEMENT BETWEEN <INSERT LEAD IMPLEMENTING AGENCY>, HOMEOWNER AND CONTRACTOR FOR <INSERT HOME HARDENING PROGRAM NAME>

THIS AGREEMENT (“Agreement”), made and entered into by and between *Insert Lead Agency Name*, *Choose an item.*, (hereinafter called “Lead”), *insert homeowner name(s)* (hereinafter called “Homeowner”), whose residential home, located at *insert physical address for the property* is to be retrofitted by the licensed contractor *insert contractor* whose License Number is *insert* and who possesses the following FEIN: *insert*, (hereinafter called “Contractor”), under seal for the *homeowner last name* quote (hereinafter referred to as the “Project”), and *Homeowner*, and Contractor hereby agreeing as follows:

AGREEMENT

- A. **Contract Documents:** The contract between the parties, of which this Agreement is part, consists of the Contract Documents. The Contract Documents are defined as this Agreement and related Exhibits, all Project Quote documents, all Change Orders, the deficiency checklist (“punch list”), recorded bonds, if required, Certificate of Insurance, Notice to Proceed, warranty, and any amendments to the above.
- B. **(*) Term and Termination:** Contract may be terminated by the Lead with or without cause upon ten (10) days prior notice to the other party. Neither Contractor nor Homeowner can terminate this Agreement without the approval of Lead. Any and all decisions made by Lead concerning termination of this Agreement shall be binding to all parties connected with this Agreement.
- C. **Assignment:** Neither Contractor nor Homeowner may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the Lead, which shall not be unreasonably withheld.
- D. **Reference to Parties:** Each reference herein to the Parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
- E. **Independent Contractor:** It is understood that Contractor is acting in the capacity of an Independent Contractor with the respect to Homeowner in the performance of this Agreement, Contractor will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint ventures, or associate of Lead. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the full performance of this Agreement.
- F. **(*) Subcontracts:** Contractor shall take the appropriate steps to ensure that all subcontractors shall be bound by all the terms and conditions of this Agreement insofar as it applies to their Work. This shall not relieve Contractor from the responsibility to Homeowner and Lead for the proper completion of all Work to be executed under this Agreement, and Contractor shall not be released from the responsibility by any sub-contractual agreement

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Contractor makes with others.

Contractor shall furnish to Homeowner and Lead in writing a list of names of the subcontractors proposed for the principal portions of the Work within seven (7) days of the Notice to Proceed. Contractor shall ensure that all subcontractors are licensed to perform work they are hired for, if that portion of the work requires licensure.

- G. (*) Debarment & Suspension:** Contractor shall not employ any subcontractor who is debarred or excluded from doing business with the federal government. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of its subcontractors (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- H. Scope of Work:** Description of the Project and Description of the Significant Materials to be Used is described in Exhibit A. Contractor agrees to furnish all labor, materials, tools, equipment, permits, licenses and services for the proper repair of the above identified Property in accordance with the specifications and requirements for this Project and per current codes of the Lead County Building Department. Contractor agrees that all materials supplied are guaranteed to be as specified.
- I. Time of Commencement:** All Work will proceed in a timely manner without delays. No Work shall commence by Contractor until Contractor has received a written order to proceed from Lead. The Notice to Proceed will be issued within thirty (30) days from the date of last signature on this agreement. If the Notice to Proceed is not issued timely, Contractor has the option of withdrawing the proposal, which must be indicated in writing to the Lead. Work shall begin no later than seven (7) days after issuance of the Notice to Proceed. Work shall be completed by the date specified in Exhibit A and in accordance with any extensions approved as part of an amendment to this agreement or the Contractor will be responsible for the reasonable expenses Homeowner may incur such as, but not limited to: temporary relocation, storage expenses, etc., unless approval for an extension has been agreed upon in writing by Homeowner, Contractor and Lead. This provision shall not be enforced if strikes, accidents, or Acts of God delay commencement.
- J. Extra Work and Change Orders:** No changes in the Work shall be made by Contractor unless Contractor has received a prior written change order signed by Homeowner and Lead. The Agreement sum and Term may be changed only by written change order. No extra costs will be paid to Contractor when Contractor has neglected to properly evaluate the extent of the Work. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.
- K. Agreement Amount:** Lead shall make payments to Contractor on behalf of the Homeowner for the performance of the Work, subject to additions and deductions approved by Change Orders, (as herein described) for the contract amount of *insert to correspond with accepted quote – spelling and numeric.*
- L. Homeowner Financial Responsibility:** The total amount of this agreement is *insert to correspond with accepted quote – spelling and numeric.*

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- Homeowner has no cost share or financial responsibility associated with this agreement.
- Homeowner will be responsible for 10% this amount, as well as of any approved change order(s) that result in a cost increase.

Homeowner will issue payment in the form of a check or money order, made payable to, insert. Lead will retain this homeowner cost share in a non-interest-bearing account under the homeowner's project. Homeowner will provide the cost share requirement at contract signing. If a change order occurs, the homeowner will provide the additional cost share requirement on the date of last signature on a change order resulting in a cost increase.

Work will not commence until the homeowner cost share has been received in the full amount of homeowner responsibility. Contractor will not be penalized for any delays caused by the homeowner failing to meet financial responsibility in the specified timeframe. In the event of a cost underrun or a change order that reduces total project costs, Lead will issue payment to the Homeowner for the any portion due back the Homeowner upon project conclusion so that Homeowner financial responsibility does not exceed Choose an item. of total project costs.

Invoices & Payments: The Contractor will invoice the Lead when work is 100% completed, including any punch list items, has been inspected by the Lead and the insert County Building Department, if required. Insert lead reference from page 1 agrees to pay the invoice with the amount owed within specify #days of receipt. Final payment will be issued when work is 100% completed, including any punch list items, and inspected by the Lead and the insert County Building Department, if required.

Note: THE DOWNPAYMENT MAY NOT EXCEED 10 PERCENT OF THE CONTRACT PRICE.

Alternative 1: Down payment: Lead will issue a down payment in the amount of insert amount within insert number of date signed by the final party to this agreement. The Contractor will invoice the Lead for the balance of this agreement, plus or minus any approved change orders, when work is 100% completed and inspected by the Lead and insert County Building Department, if applicable. The Lead will remit payment of the invoice within insert number days after receipt.

Alternative 2: The Contractor will invoice the Lead for the work in accordance with the following schedule –

Must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. This could also be based upon a percentage of completion. If this alternative is used include language that indicates work must be inspected before payment is issued.

- M. Default:** Lead reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of Contractor to carry out any obligation, term, or condition of the Agreement. Lead will issue a written notice of default effective immediately and not deferred by any interval of time.

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- N.** Homeowner specifically acknowledges that default shall be considered to be any act or failure to act on the part of Contractor including, but not limited to, any of the following:
- (a) Contractor fails to adequately perform the services set forth in the specifications of this Agreement;
 - (b) Contractor provides material that does not meet the specifications of this Agreement;
 - (c) Contractor fails to complete the Work required within the time stipulated in this Agreement; and
 - (d) Contractor fails to make progress in the performance of this Agreement and/or gives insert lead reference from page1 reason to believe that Contractor will not or cannot perform to the requirements of this Agreement.
- O. Bond.** This should match the language in the RFQ/RFP if a bond is or was required. Homeowner has the right to require the Contractor to have a performance and payment bond.
- P. (*) Equal Opportunity Employment:** During the performance of this contract, Contractor agrees as follows:
- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (b) Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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.
 - (c) Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. In all solicitations 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, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (d) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who

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do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (e) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Q. Lead Responsibilities:

- (a) Lead, or its appointed representatives will serve as agent for Homeowner and administer this Agreement for the Homeowner as is necessary for the satisfactory performance of this Agreement.
- (b) Lead will pay Contractor on behalf of Homeowner for satisfactory performance of this Agreement.
- (c) Lead will require conformance by Contractor with the terms and procedures set forth in this Agreement.
- (d) Lead representatives shall issue all communications to Contractor. Lead has the authority to request changes in the Work in accordance with the terms of this Agreement. Lead has the authority to stop Work or to suspend any Work for any reason, including but not limited to Contractor default.

R. Contractor's General Responsibilities:

- (a) Contractor shall be bound by all terms and conditions of the Contract Documents and

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acknowledges receipt of a copy of all the Contract Documents.

- (b) The Contractor warrants that the Business currently holds a valid license under the laws of the State of California to perform the work. Work performed will be done so in compliance with all applicable local, state, or federal statutes and regulations.
- (c) Worksite: Contractor shall at all times while Work is in progress have a competent job superintendent on the Worksite. The superintendent will be Contractor's representative at the Work site and shall have authority to act on behalf of Contractor. All directions given by Lead to the superintendent shall be binding on Contractor.
- (d) Contractor shall confine construction equipment, stored materials and equipment, and the operations of workers to only those areas prescribed by Lead. During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials, rubbish, and all other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean. Contractor shall restore to their original conditions those portions of the site not designated for alteration by Contractor.
- (e) Personnel: Contractor shall utilize competent employees in performing the Work. At the request of by Lead, Contractor shall replace on the Project any incompetent, unfaithful, abusive and/or disorderly person in Contractor's employ. Lead and Contractor shall each be promptly notified by the other of any complaints received. Smoking is prohibited at Homeowner's premises and Contractor shall assure that Contractor's employees, subcontractors and subcontractor's employees abide by this policy.
- (f) Company Identification: All Contractor's and subcontractors' vehicles shall have their company names located on the sides and all personnel shall be required to possess company identification or wear company attire while performing the Work.
- (g) Alcohol/Drug Use: Contractor understands the use and/or possession of alcohol or drugs on a Work site is strictly prohibited. This is defined as either coming to the Work site under the influence or the use of alcohol/drugs on the Work site. Contractor agrees to inform its subcontractors and employees of this policy. This policy is enforced at all times including lunch, and before and after Working hours on the site. Violation of this policy by Contractor, it employees, or subcontractors shall be grounds for immediate termination of this Agreement by Homeowner or Lead.
- (h) Working Hours: Normal Work hours are from 8:00 A.M. to 5:00 P.M., Monday through Friday. Any changes in the Work hours must be agreed to by Lead, Homeowner and Contractor and any subcontractors.

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- (i) **Permits:** Contractor should promptly secure all necessary licenses, permits, inspections and approvals required and allow all inspections of all Work by authorized personnel. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction over the safety of persons or property, or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and accepted by Lead.

- (j) **Indemnification:** Contractor agrees to indemnify and hold harmless Lead and its affiliates from any and all liability resulting from injury, death, sickness, disease, property damage, theft, or any loss and expense by performance of this Agreement. Contractor agrees to pay reasonable attorney's fees if Lead is required to defend or prosecute any claim or action arising out of this Agreement not caused by act or omission on the part of Lead. It is understood that Contractor is acting in the capacity of an Independent Contractor with the respect to Homeowner.
- (k) **Warranty:** Contractor shall guarantee to correct any Work that fails to conform to the Contract Documents and shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the Work or within a period of one (1) year from the date of final inspection and acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by the Contract Documents. The provisions of this Agreement apply to Work done by subcontractors as well as Work done by Contractor. Furthermore, Contractor shall furnish Homeowner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

S. Homeowner's Responsibilities:

- (a) **Bound by Contract Documents:** Homeowner shall be bound by all the terms and conditions of the Contract Documents and acknowledges receipt of a copy of all the Contract Documents.
- (b) **No Interference:** Homeowner shall refrain from interfering, commenting, advising and suggesting to Contractors and subcontractors how to conduct their Work. All concerns and issues related to the project Scope of Work must be directed to Lead. Lead will discuss all concerns and issues with the Contractor to resolve and correct such issues. In the event no resolution can be agreed upon, project activities will be stopped and/or terminated at Lead discretion. Final dispute resolution will be by Lead.

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- (c) Cooperation: Homeowner shall cooperate with Lead and Contractor during the performance of Work. Homeowner designates Lead as its acting agent to oversee, supervise and approve Contractor's Work and compensate Contractor, when invoiced after the completion of the work.
- (d) Access: Homeowner will grant access to the subject property. Homeowner will continue to occupy said building or Property during performance of the Work, unless as otherwise agreed by Lead, Contractor, and Homeowner. Lead will not be responsible for relocating Homeowner.
- (e) Personal Property: Homeowner agrees to remove personal property within the construction area so as to not interfere with progress of Work. Contractor shall have easy access in and around the work areas for the operation of equipment needed for the performance of Work. Homeowner will permit necessary movement and replacement of rugs, furniture, and/or storage boxes by Contractor.
- (f) Pets/Children/Visitors: Homeowner shall keep all children, visitors, and pets secured from the construction area as not to interfere with the repair process or be placed in harm's way so the Contractor may be allowed to fulfill the requirements of the contract. Pets are the responsibility of Homeowner at all times.
- (g) Utilities: Homeowner shall furnish the use of electricity and water to Contractor, at no additional cost to Contractor or Lead during the work process.
- (h) Permission: Homeowner grants Lead permission to reserve the right to photograph the work process including the building or house for documentation, education, and publicity purposes without additional compensation.
- (i) Color Coordination: If color options are not specifically noted in the bid or quote specifications, the Homeowner shall approve any color options available, so long as the selection is in accordance with bid specifications and price, and is compliant with local ordinances and deed restrictions, if applicable.
- (j) Liability Insurance: It is Homeowner's discretion whether to obtain Homeowner's insurance. Lead will not be held liable for any damages.
- (k) Hold Harmless: Homeowner agrees to indemnify and hold harmless Lead and its affiliates from any and all liability resulting from injury, death, sickness, disease, property damage, theft, or any loss and expense by performance of this Agreement.
- (l) Maintenance and Care of Property: Homeowner shall be responsible for the proper use and care of the Property after the work is complete.
- (m) Flood Insurance:
 - The property is not located within the 100-year flood plain.

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- The property is located within the 100-year flood plain. See Exhibit D.

For properties located within the Special Flood Hazard Area, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less. The maximum limit of coverage made available is defined as the replacement cost value of the structure up to \$250,000 for residential and \$500,000 for nonresidential. Insurance coverage on the property must be maintained during the life of the property regardless of transfer of ownership of such property.

The Lead will legally record, with the county or appropriate jurisdiction's land records, a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance.

- T. Right of Rescission:** Homeowner has the right of to cancel this Agreement within three (3) business days from the date of execution. Homeowner may use the Notice of Rescission, Exhibit B, or otherwise provide notice in writing to all parties to this this agreement by e-mailing, mailing, faxing, or delivering a written notice to the Lead by midnight of the third business day after the date of last signature on this agreement.
- U. Delays and Damages:** Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this Agreement occasioned by any act or omission to act by Lead except as provided in this Agreement. Contractor also agrees any such delay, inefficiency, or interference shall be accounted for only as an extension of additional time given to complete the Work in accordance with the provisions in the standard specifications.

Mechanics Lien Notice: As authorized in California Civil Code 8416, licensed contractors and/or their subcontractors may record what is called a mechanics lien on properties for which they are hired to make improvements. If the Contractor or subcontractor intends to file a lien, the Homeowner and Lead must be provided with a Preliminary Notice twenty (20) days after first furnishing labor or materials for the Project. Upon satisfactory payment being made for any

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portion of the work performed, the Contractor, prior to any further payment being made, shall furnish to the Client a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the California Civil Code for that portion of the work for which payment has been made.

Note: If payments are issued on a draw scheduled, and if the contractor or subcontractor has provided a preliminary notice of lien, could require an unconditional release signed by claimants paid for the portion of the work being released. Make sure that the actual claimant signs the unconditional release. Next payment could be withheld until the unconditional release for the previous payment is received. If the Project required a permit, construction manager should file a notice of completion with the Building Department which will be evidence that the lien is no longer warranted.

V. CONTRACTOR'S INSURANCE: Contractor shall provide proof of insurance and maintain coverage with a company or companies authorized to do business in the State of California as outlined below: *This should be consistent with the requirements contained in the RFP/RFQ for the prequalification of contractors*

- (a) Commercial General Liability Insurance (CGL)
- (b) Workers' Compensation Insurance
- (c) Business Auto Liability

Additional Content to consider:

- W.** Local units of government may need to insert public records law language.
- X.** Some local areas, particularly units of local government who underwent a selection process for qualified contractors, assess penalties for not completing the work on time. An example is below:

Liquidated Damages and Homeowner Damages: Contractor shall pay *insert lead reference from page1* liquidated damages in the amount of **\$100.00 per day** for each day that expires after the time specified for Substantial Completion (set forth in the Scope of Work, **Exhibit A**) until the Work is substantially completed.

If prior to Substantial Completion, Contractor shall neglect, refuse, or fail to complete the remaining Work within the Term or any proper extension thereof granted by Lead, Contractor shall pay additional liquidated damages in the amount of **\$50.00 per day** (in addition to the amount provided in subparagraph 15(A) above) for each calendar day that expires after the time specified for Final Completion set forth in the Scope of Work, **Exhibit A** hereto.

Should Lead, as its discretion, permit Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, such permission shall in no way operate as a waiver on the part of

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Lead of any of its rights under this Agreement.

The parties specifically agree that the liquidated damages set forth herein are not a penalty. Lead shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for non-performance of this Agreement within the time stipulated.

Y. Amendments: No term or provision of this Agreement can only be modified, amended, waived or altered without written agreement of all parties. Any effort by Homeowner and Contractor to modify, amend, waive or alter any of the terms of this Agreement without the written consent of Lead shall have no force or effect, shall be invalid and shall constitute a default under the terms of this Agreement.

Exhibit A: Scope of Work

Exhibit B: Right of Rescission

Exhibit C: Maintenance Agreement

Exhibit D: Flood Insurance Requirement

[This portion of page intentionally left blank. Signature page follows.]

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The Parties hereto agree to the foregoing as evidenced by their signatures below.

Date _____ Date _____
Contractor Name, Owner Client Name, Client

Date _____
Lead Agency

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Exhibit A

Scope of Work

Scope of Work Document should include the quote package to which the contractor responded, homeowner name, property physical address, a description of the site-specific work to be performed. Other suggested content may include Change Order Form and any General Conditions from the RFQ/RFP process used to develop the qualified vendor list.

If payment method is the alternative that involves “draws”, substantial completion for this site-specific scope should be defined. For example, if the scope of work involves defensible space, re-covering a roof, replacing windows and doors – substantial completion may be the point at which the roof recovering is completed and has been inspected by the County Building Department for the purposes of complying with permit requirements.

Scope of work should also include Approximate Start Date and Approximate Completion Date and point of contact (construction manager/coordinator) for the project

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Exhibit B

Notice of Cancellation

[Instruction: use this form within three days of execution of this agreement to cancel the agreement]

Enter the date of the original transaction

Homeowner may cancel this transaction, without any penalty or obligation, within three business days from the above date.

In the event of cancellation, any payments made by the Homeowner under the contract, will be returned within 10 days following receipt by the Lead.

The Contractor must be returned to substantially good condition regarding the return shipment of the materials or expenses incurred as part of the agreement, so long as those expenses were incurred after the date of agreement execution.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to, All Parties as listed in the agreement, not later than midnight of date.

I hereby cancel this transaction. Date here

CLIENT NAME

Signature: _____

Printed Name: _____

Date: _____

SAMPLE

Lead implementing agencies participating in the California Wildfire Mitigation Program – Home Hardening Initiative are encouraged to have an agreement in place between the contractor and the homeowner. Some suggested content which might be included in a homeowner agreement is provided below. This should not be interpreted as legal advice, and lead implementing agencies should submit any homeowner agreement/contract through their own internal channels for legal review and input to ensure inclusion of all relevant items. Items denoted in () are required content for any pass-through agreement due to the federal funding supporting the project.*

Exhibit C

Defensible Space and Structure Retrofit Maintenance Agreement

Property Owner _____
Street Address _____
City, State Zip Code _____

By signing this agreement, the property owner acknowledges and agrees to maintain the subject property in line with the requirements below, as long as the Property is still owned by the Property Owner:

1. For the project useful of 20 years (this should match the project useful in the BCA), the property owner shall at his or her own expense maintain the Property performing defensible space measures in accordance with state and local requirements in order to minimize fire risk.
2. For the project useful of 20 years (this should match the project useful in the BCA), the structural retrofit measures will remain in place and maintained by the property owner to ensure good working condition minimizing fire risk.
3. The property owner shall maintain the Property in conformance with all applicable state, federal and local laws, ordinances, codes and regulations.

Property Owner Signature

Date

SAMPLE

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Exhibit D

Acknowledgement of Conditions for Mitigation of
Property in a Special Flood Hazard Area with FEMA Grant Funds

Property Owner

Street Address

City, State Zip Code

Deed dated _____, Recorded

Tax map _____, block _____, parcel

Map Panel Number _____, effective date

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U.S.C. §5170c / Pre-Disaster Mitigation Program, as authorized by 42 U.S.C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §4104c / Severe Repetitive Loss, as authorized by 42 U.S.C. §4102a, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.
2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/County Ordinance as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:
 - i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
 - ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
 - iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
 - iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

Commented [(L1): I think we should inquire with FEMA re: these requirements for the HH project. FEMA provided the acknowledgement form via the standard HMA guidance document. These requirements fit the elevation program. However, if someone's first floor is under the BFE, we are not requiring them to discontinue utilization of that floor.

In summary, I think the HO should purchase NFIP insurance if in the SFHA but should not have to modify the structure for flood purposes.

SAMPLE

Lead implementing agencies participating in the California Wildfire Mitigation Program – Home Hardening Initiative are encouraged to have an agreement in place between the contractor and the homeowner. Some suggested content which might be included in a homeowner agreement is provided below. This should not be interpreted as legal advice, and lead implementing agencies should submit any homeowner agreement/contract through their own internal channels for legal review and input to ensure inclusion of all relevant items. Items denoted in () are required content for any pass-through agreement due to the federal funding supporting the project.*

3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the City/County will legally record with the county or appropriate jurisdiction’s land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties’ heirs, successors, personal representatives, and assignees.

Date _____
Property Owner

Date _____
Lead Agency