

CDBG 20EMCV 007

CONTRACTOR CONTRACT

This Agreement (the "Agreement") is made as of this _____ day of _____, 2023 by and between The City of Lexington, (the "**RECIPIENT**"), the St. Ann's Catholic Church (the "**OWNER**") and Spartan Commercial Roofing (the "**CONTRACTOR**") for the purposes of rehabilitating the St. Ann's Catholic Parish Hall (the "**PROPERTY**") located at 1003 Taft Street, Lexington, Nebraska. This project is made possible through funding provided to the City of Lexington, by the Nebraska Department of Economic Development, and the U.S. Department of Housing and Urban Development.

- 1) The **CONTRACTOR** shall ensure that all work performed shall at a minimum meet or exceed applicable local and state building codes for construction.
- 2) It shall be the responsibility of **CONTRACTOR** to coordinate and schedule the work to be performed so that commencement and completion of rehabilitation will take place in accordance with the provisions of this Agreement. **OWNER** may extend the time for commencement or completion in writing in its sole and absolute discretion. Any time extension granted to **CONTRACTOR** to enable **CONTRACTOR** to complete the work shall not constitute a waiver of any other rights of **OWNER** under the Agreement.
- 3) **CONTRACTOR** shall employ all new building materials of a quality suitable for the requirements of the **PROPERTY**. **CONTRACTOR** shall develop the **PROJECT** in full conformance with applicable local, state, and federal statutes, regulations, and building code, specifically the 2018 International Building Code to the extent applicable.
- 4) **CONTRACTOR** shall permit and facilitate observation and inspection at the job site by the City of Lexington and their designated representatives and by public authorities during reasonable business hours for the purpose of determining compliance with this Agreement.
- 5) If any claim of lien is filed against the **PROPERTY** or a stop notice affecting the **PROJECT** is served on **OWNER**, the City of Lexington or other third party in connection with the **PROPERTY**, **CONTRACTOR** shall, within 20 days of such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to **OWNER** a surety bond in sufficient form and amount, or provide **OWNER** with other assurance satisfactory to **OWNER** that the claim of lien or stop notice will be paid or discharged.
- 6) If **CONTRACTOR** fails to discharge bond or otherwise satisfy **OWNER** with respect to any lien, encumbrance, charge, or claim referred to herein, then in addition to any other right or remedy, **OWNER** may, but shall be under no obligation to, discharge such lien, encumbrance, charge, or claim at **CONTRACTORS** expense. Alternatively, **OWNER** may require **CONTRACTOR** to immediately deposit with **OWNER** the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. **OWNER** may use such deposit to satisfy any claim or lien that is adversely determined against **CONTRACTOR**.
- 7) **LEAD-BASED PAINT**. If evaluation for the presence of lead-based paint is required under Federal, State or Local regulation, a lead based paint assessment, performed by a certified inspector, shall be conducted and the report provided to the **CONTRACTOR** by the **OWNER**. **If applicable in accordance with the**

be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

13) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. (40 U.S.C. 3701-3708).

Where applicable, in all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

14) CERTIFICATION REGARDING DISBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS OR CIVIL JUDGEMENTS FOR ALL FEDERAL AID PROJECTS:

By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of this project:

- a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
- a. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
- b. Does not have a proposed debarment or suspension pending.
- c. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
- d. Has not been in breach of contract with the City of Lexington within the last two years.

15) CONTRACTOR CONFLICT OF INTEREST. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Lexington, Nebraska, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract.

- a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor

further covenants that in the performance of this Contract no person having any such interest shall be employed.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement.

Contractor Name and Company

Signature

Date

Owner Name(s)-Grant Subrecipient

Signature(s)

Date

City of Lexington-Grant Recipient

Signature

Date