

Kentucky Housing Corporation
Department of Design & Construction Review
(Weatherization)

Non-Financial Agreement:

THIS AGREEMENT made and entered into this _____ day of _____ 20____, by and between _____ (agency) *hereinafter referred to as* _____ and (contractor) "Contractor".

WITNESSETH

WHEREAS, the Kentucky Housing Corporation, has allocated funds to _____ to implement and supervise a Weatherization Program designed to improve the health, safety and energy conservation of certain structures owed or rented by persons eligible for benefits of the Weatherization Program; and

WHEREAS, the contractor had completed and executed a Weatherization Contractor Application and delivered such to _____ and desired to provide the work necessary to effect the weatherization changes contemplated by the Weatherization Program.

NOW, THEREFORE, the parties hereto, in consideration of the premises and the mutual promises herein contained, hereby covenant and agree as follows:

1. The Contractor Shall:
 - 1.1 Perform all emergency repairs in relation to heating systems immediately.
 - 1.2 Commence and complete all work by the dates agreed upon between _____ and the contractor as put forth in the weatherization form WX-14 of his Contract.
 - 1.3 Perform work in an acceptable manner and Contractor hereby warrants to _____ that all equipment furnished under this contract will be new, unless otherwise agreed to by the parties, and that all al work will be of good quality, free from faults and defects, and in conformance with Kentucky Housing Corporation Weatherization Operations Manual's agreed to by the parties hereto. Furthermore, all work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
 - 1.4 Perform, supervise, and direct the work using his/her best skill and attention, said Contractor being solely responsible for all construction, means, methods, techniques, sequences, and other procedures.
 - 1.5 Be responsible to _____ for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any other work under a contract with the Contractor.
 - 1.6 Provide and pay for any labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of work.
 - 1.7 Give all notices and comply with all federal, state, and locale codes, ordinances, rules and regulations including NFPA **54, 211, AND 31** bearing on the performance of the work.
 - 1.8 At all times, keep the premises and rooms clean and free from accumulation of waste materials or rubbish caused by his/her operations, and at the completion of the work, Contractor shall remove all his rubbish and waste materials from and about the project, as well as all his tools, construction equipment, machinery, surplus materials, and any materials and equipment removed or replaced by the Contractor as part of the of the work performed. If the contractor fails to clean up at the completion of the work _____ may do so, and the cost thereof shall be charged to the contractor and may be offset against any obligations owed to the Contractor by _____.

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1.9 Re-execute any work that in the opinion of _____ fails to conform to the requirements of the Contract and appear during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appears within a period of one (1) year from the date of the completion. The provisions of this article apply to work done by Subcontractors as well as to work done by direct employees of the Contractor.

1.10 Prior to disbursement of funds by _____, furnish the Owner or Renter with all the manufactures' and suppliers' written guarantees and warranties covering material and equipment furnished under contract.

1.11 Permit an authorized representative of _____ to inspect the weatherization work at any time during progress of the work and before final payment is made.

2. _____ shall have the right to require the Contractor to furnish bond covering the faithful performance of the Contract and payment of all obligations arising thereunder.

3. The Contractor shall purchase and maintain such insurances as will protect him/her and _____ from claims set forth below which may arise out of or result from the Contractor's operation under this contract, whether such operations be by him/herself or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

3.1 Claims under Worker's Compensation, disability benefits, and other similar employee benefit Acts. Should Contractor fail to carry Worker's or Workman's Compensation benefits, he will assume the liability for claims which may arise out of or result from contractor's or any of his employees' or Subcontractors', operations under contract.

3.2 Claims for damages because of bodily injury, occupational sickness, disease or death of his/her employee.

3.3 Claims for damages because of bodily injury, occupational sickness, disease or death other than employees.

3.4 Claims for damages insured by the usual personal injury liabilities coverage which are sustained (1) by any person as a result of any offence directly or indirectly related to the employment of such person by the Contractor or (2) by any other person.

3.5 Claims or damage because of bodily injury of any person or property damage rising out of this ownership, maintenance, or use of any motor vehicle.

4. The insurance required by section 3 hereof shall be written in amounts acceptable to _____, and prior to commencement of the work, _____ has the right to require the contractor to file with _____ certificates of insurance evidencing such coverage.

5. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless _____ and their agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from, whether directly or indirectly, to performance of the work, the enforcement of this Agreement, or any other source. In any and all claims against _____ or any of their agents or employee's by any employee of the Contractor, any Subcontractor, anyone directly or in directly employed by any of them, or anyone for whose acts of them be liable, the indemnification obligation herein shall not be limited in any way by any limitation of amount or type of damages, compensation or benefit payable by or for the contractor or Subcontractor under Worker's or Workmen's Compensation Acts, Disability Benefit Acts or Employee Benefit Acts.

6. Contractor will furnish all the labor, equipment, and materials, and do all the work described in the WX-900 and WX-900P in accordance with this Agreement.

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7. After Contractor has completed all work and passed a final inspection by _____ (agency), _____ (agency) hereby promise to pay the sum specified in weatherization form WX-14 of this contract provided that the work has been performed in accordance with terms hereof.
8. The weatherization form WX-14 of this contract shall include as attachments any and all proposals, drawing and plans (if applicable), and WX -900.
9. This contract shall be governed by the law of the State of Kentucky.
10. The Contractor and _____ each binds himself, his partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in this Agreement. Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to come due to him hereunder, without the previous written consent of _____.
11. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
12. No action or failure to act by _____ shall constitute a waiver of any right or duty afforded under this Agreement , nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
13. This hereby agreed to be of the essence.
14. Fill out applicable weatherization forms accurately and completely for each individual job.
15. Agency/Contractor Agreement, WX-14, once agreed upon and signed by _____ (agency) and the Contractor, shall become a legal and binding Contract.
16. This Agreement constitutes the complete and final agreement between parties. Any amendments, modifications, additions, or changes thereto shall be voidable unless both parties give there written consent to such amendments, modifications, additions, and changes.

EXECUTED THIS _____ DAY OF _____ 20_____

Name of Agency

Name of Contactor

Weatherization Coordinator Signature

Contractor Signature (or certified official)

Agency Address

Contractor Address