



FAÇADE IMPROVEMENT PROGRAM

DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

TOWN OF CLINTON, MASSACHUSETTS

DRAFT

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The Town of Clinton, Massachusetts has established a Façade Improvement Program that provides technical and financial assistance to property owners or business tenants seeking to renovate or restore their façade, building signage, awnings or site improvements in the Clinton Business District.

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DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

TOWN OF CLINTON, MASSACHUSETTS

APPLICANT PACKAGE **DRAFT**

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Façade Improvement Program Description

Town of Clinton, Massachusetts

Program Purpose and Overview

The purpose of the Façade Improvement Program is to improve the appearance of the façades of buildings located within the downtown. The Program works to address especially deteriorating property conditions and encourage enhancements to the property as viewed from the public right of way as a means to generate additional business for Clinton’s Downtown Business District.

Program participants are eligible to receive a rebate upon the completion of their approved façade improvement project. The rebate is in the form of a loan, forgivable over five (5) year period. The Program is managed and administered by Staff in the Town of Clinton Community and Economic Development.

Eligibility Criteria

Eligible participants of the façade improvement program include property owners and tenants of commercial buildings within Clinton’s Downtown Business District. A business owner who is leasing space must have:

A current lease with a minimum of five (5) years remaining from the date of Application or provide evidence that the business has operated in Clinton for over five (5) years; and written approval from the property owner to participate in the Program and consent to recordation against the subject property of a Declaration of Covenants Affecting the Property.

Eligible improvements include architecture, building signage, awnings, site improvements, and other approved visual enhancement of a property as it relates to a public right-of-way or visible from a public vantage point.

Ineligible Improvements include roofs that are not “part of the façade” (i.e. do not face the public way; the portion of mansard roofs, for example, facing street frontage are eligible), non-permanent fixtures, security systems, personal property, interior window coverings, equipment, any improvements not visible from the public right-of-way or public vantage point, and any improvements deemed to be inconsistent with redevelopment purposes and objectives.

Façade Improvement Program Administration

The Program provides participants the opportunity to receive a rebate upon the completion of their approved façade project, up to an approved amount, based on the maximum funding assistance amounts set forth. The rebate is in the form of loan, forgivable over a five (5) year (60 month) period.

If the agreement is terminated prior to the completion of the five-year (60-month) forgivable loan period, the Participant will be responsible for repayment of the balance of rebate (“loan”) on a prorated basis. The prorated amount due will be determined by multiplying the original rebate amount times the percentage obtained by dividing the number of months remaining in the five (5) year period by 60 (the total number of months in the loan period). The commencement date of the 60 month forgivable period starts on the month that the deferred loan agreement is recorded and ends on the 5th anniversary date.

Financial Assistance Amounts

- Building Signage and Awnings – 75% of the costs, up to \$5,000, no minimum project amount
- Minimum project amounts (except for signage, awnings) - \$5,000 in total cost
- Small Projects – 75% for projects from \$5,000 to \$25,000 in total cost
- Medium Projects -50% for projects from \$25,000 to \$75,000 in total cost
- Large Projects - 25% for projects \$75,000 or more in total cost, up to a maximum of \$50,000

Design Assistance

Design assistance may be provided for projects through the program’s professional consultants, if the proponent does not have a qualified design professional or architect. The provision of design assistance through the program requires a separate application process and must be associated with a project that has been proposed and conditionally approved, subject to completion and approval of a specific design.

Bidding Procedure

As these façade improvement rebates are public funds, participants will be expected to get at least three bids for each aspect of their project, where Clinton based businesses should be utilized whenever feasible. This allows for some assurance that the project pricing is competitive and that there is an opportunity to utilize of local businesses.

Application Processing Fee

An application processing fee of \$100.00 made out to the Clinton Community and Economic Development must accompany the grant application.

Program Steps

The grant program is administered by the staff of Town of Clinton Community and Economic Development. Approvals are the responsibility of the Design Review Committee, as approved by the Board of Selectman. The application and grant process include the following steps:

1. Pre-application and Initial Meeting - Interested property owners and tenants must submit a brief Preliminary Façade Improvement Assistance Application describing their proposed project. Should the project meet the basic criteria for the program and complies with the Clinton Downtown Design Guidelines, a meeting would be held with Town of Clinton Community and Economic Development staff and the design review committee to review the project and application process. No pre-application fee would be required. Applicants would be notified whether they would be eligible and whether they are likely to achieve approval, subject to completion of the grant application and review.

2. Façade Improvement Assistance Application and Review - A grant application must be prepared which includes information on the project and its cost, financial information, and other relevant items. Applicants must include an application fee, which will be credited toward program fees. The application fee will be returned to all applicants who do not qualify to receive a grant. The Town of Clinton Community and Economic Development staff would review the grant application, and if it meets the program criteria and if funds remain available, the staff would determine the maximum amount of funding available for the improvements.

3. Processing the Application - Town of Clinton Community and Economic Development staff would assemble a complete file on the application and forward it to the design review committee for review.

4. Informal Design Review Meeting – The design review committee would hold an informal meeting with the property owner (and architect or designer, if one is involved) to discuss the proposed improvements and submission. For complex projects, conceptual design documents and cost estimates may be required.

5. Final Design Meeting - Subsequent to reviewing the grant application, a meeting would be arranged with the applicant, their designer, and the design review committee to review and discuss the design proposal. If necessary, construction documents and specifications will be needed for review. If the committee feels that it has concerns that need to be addressed prior to voting on the application, the applicant may be asked to review and/or revise elements of the design to better meet the goals and objectives of the program.

6. Bidding – Community and Economic Development staff and/or the owner/applicant would advertise for bidding using the design submitted, including filed sub-bidding procedures as appropriate. The applicant will receive at least three (3) bids in accordance with federal procurement policies.

7. Deferred Loan Agreement- Upon application approval, Town of Clinton Community and Economic Development staff would process a Deferred Loan Agreement form that constitutes the agreement with the participant. The Community and Economic Development staff would confirm ownership of the property prior to issuing the approval.

8. Award and Contract— Upon review of the bids, the lowest responsive eligible bidder will be selected and the owner would accept the award and sign a contract with the contractor.

9. Preconstruction Meeting and Notice to Proceed – A preconstruction meeting would take place between the participant, Community and Economic Development staff, (and architect or designer, if one is involved), and selected contractor(s). During this meeting, labor compliance, federal regulation compliance, and construction schedule will be reviewed for approval. Upon approval, Community and Economic Development staff will send participant a “Notice to Proceed with Improvements” Any work completed prior to receiving the “Notice to Proceed with Improvements” will not be reimbursed. All necessary permits shall be obtained prior to beginning construction.

10. Construction Review and Loan Funds- Community and Economic Development staff would review construction progress and forward reimbursements during over the term of the loan. The reimbursement procedure would include submittal by the participant of an invoice form and documentation substantiating work completed and payments made. Community and Economic Development staff may require inspection of improvements prior to processing of the invoice. Community and Economic Development staff would also require the participant to certify payment of their share of the invoice.

11. Completion of Work - Final reimbursement would be contingent upon the successful final inspection and certification by the Community and Economic Development staff. Final reimbursement will be paid to the participant upon the 5th anniversary of the signed Deferred Loan Agreement.

Preliminary Façade Improvement Assistance Application

Town of Clinton, Massachusetts

A Description of the Facade Improvement Program

The Town of Clinton Community and Economic Development is sponsoring a comprehensive program to assist owners and merchants in the improvement of properties within the downtown. By gradually improving the appearance and quality of our town center, this program will be another step in the creation of a stronger retail and services center, to everyone's benefit.

Purpose of the Preliminary Application Process

The purpose of the preliminary application process is to allow potential participants to submit initial concepts for review and discussion, and to form the basis for a meeting with the Community and Economic Development staff and the Design Review Committee. This meeting will be an opportunity to review your concept in more detail, and for explanation of each step of the grant application, review and approval process. It will also be the basis of a preliminary determination of your eligibility and potential approval of your grant proposal. Should you decide to proceed with a full application, complete application materials will be distributed to you.

Pre-Application Information

Property Information

Property Address: _____

Year Property Was Constructed: _____ Is this Property a Historic Landmark? Yes No

To determine if your property is a historic landmark or in the historic district contact the Clinton Historical Commission.

Applicant Information

Applicant Name _____

Applicant Address _____

Applicant Phone _____ Applicant Email _____

Property Owner (y/n) _____ Business Name (if applicable) _____

Property Owner (if applicant is not owner) _____

Photos of Property

Instructions: Please follow one of the options below for including current photos of the portions of the building you are proposing to improve.

Option 1: Upload images in the spaces provided below.

Option 2: Print color copies and submit them with the completed application.

Option 3: Submit photos as ONE (1) pdf attachment when you send the completed application via email.

Click below to upload image #1 of the property



Click below to upload image #2 of the property



Please return this form to:

Philip Duffy, Director
Town of Clinton Community and Economic Development Office
242 Church Street, Clinton, MA 01510
phone: 978.365.4113 email: pduffy@clintonma.gov

Façade Improvement Assistance Application

Town of Clinton, Massachusetts

Instructions

This is an application for financial assistance for facade improvements as part of a program administered by the Town of Clinton Community and Economic Development. In order to be considered for an assistance, all items must be completed within the application with required forms and documents attached. Failure to do so may result in the application being returned, unless otherwise directed by the Town of Clinton Community and Economic Development. Any item which does not apply to your project should be noted as not applicable. Financial information is required to help establish the viability of the project, which is an objective of the program. Applications must be accompanied by a payment of the appropriate application processing fee as listed in the program information.

Property Information

Property Street Address _____

Assessors Map # _____ Block # _____ Lot# _____

Deed Date _____ Deed Book # _____ Page # _____ Title # _____

Please attach a copy of the Property Deed with the completed application.

Year property was constructed _____ Is this property a historic landmark? Yes No

Is this property registered in land court? Yes No Is the Property Currently for Sale? Yes No

Property Owner/Trust _____

Mailing Address _____

Phone _____ Email _____

Term of existing lease agreement (if applicable): Begin Date: _____ Termination Date: _____

Applicant Information

Applicant Name _____

Applicant Address _____

Applicant Phone _____ Applicant Email _____

Property Owner Yes No Business Name (if applicable) _____

Contact Person _____

Contact Address _____

Contact Phone _____ Contact Email _____

Financial Information

First Mortgage Lender _____

Second Mortgage Lender _____

Are there any other outstanding debts, mortgages, encumbrances, liens, or attachments against the property?

Yes No If yes, please list and explain below.

Building Information

Building Area (Gross square feet): _____ (Net usable square feet): _____

Number of businesses occupying the building: _____

Number of vacant commercial units: _____

Number of residential units: _____

Number of vacant residential units: _____

Assessed property value: _____

Appraised property value (if appraised within the last 12 months): _____

Business Information – Ground Floor Uses

Instructions - Provide information on businesses located on the ground floor of the property that will be included in project.

Business #1

Business Name _____

Name of Business Owner _____

Type of Business _____

Length of Store Frontage (feet) _____ Date of Lease Expiration _____

Number of Years Business at this Location _____

Include a brief description of the business _____

Business #2

Business Name _____

Name of Business Owner _____

Type of Business _____

Length of Store Frontage (feet) _____ Date of Lease Expiration _____

Number of Years Business at this Location _____

Include a brief description of the business _____

Business #3

Business Name _____

Name of Business Owner _____

Type of Business _____

Length of Store Frontage (feet) _____ Date of Lease Expiration _____

Number of Years Business at this Location _____

Include a brief description of the business _____

Note: If more than three (3) businesses are included in your façade improvement project, please submit a typed attachment.

How long do you estimate the project will take from construction start to completion? _____ weeks

Please list anticipated permitting required for the project _____

Proposed project designer or architect _____

(Design assistance may be provided for projects through the program’s professional consultants, if the applicant does not have a qualified design professional or architect. The provision of design assistance through the program requires a separate application process and must be associated with a project that has been proposed and conditionally approved, subject to completion and approval of a specific design.)

Application Required Forms and Documents

- Copy of Property Deed
- Copy of Property Insurance Certificate
- Evidence of Financial Capacity (Bank Letters, loan commitments, etc.)
- Construction Documents (Drawings and/or Specifications)
- *Design Release Affidavit
- *Environmental Review Checklist
- Conservation Commission Letter of Approval
- Historic District Commission Approval Letter (if required)
- Massachusetts Historical Commission Approval Letter (if required)
- *Work Plans & Specification Approval and Authorization to Solicit Bids
- *Contractor Certificate of Non-Collusion/Certificate of Tax Compliance
- *Summary of Estimates of Work

*Attached to this application package

Applicant/Property Owner Certification

I certify that all of the information provided in this application, all statements, information, and attachments that I am submitting for the property listed in this form under 'property information' is true and accurate and to the best of my knowledge and that, if approved, I will complete the facade improvement project in accordance with the design documents approved by the Town of Clinton Design Review Committee. I certify that I have reviewed the Program Information and upon application approval I/we will sign an assistance agreement authorizing the Town of Clinton Community and Economic Development to encumber funds for the project.

Applicant’s Signature

Date

Property Owner’s Signature *(if not applicant)*

Date

Design Release Affidavit

Town of Clinton, Massachusetts

Project Name: _____

Project Address: _____

Designer: _____

Designer Address: _____

Telephone: _____ E-mail: _____

The undersigned Architect/Designer hereby releases all drawings prepared to date for the above mentioned project to the Town of Clinton Community and Economic Development; who are hereby granted the option to use, or not use, and to incorporate the said drawings in whole or in part within the final construction documents prepared for this project under the parameters of the Clinton Façade Improvement Program.

The undersigned Architect/Designer shall retain all due credit for the released design. The Town of Clinton Community and Economic Development reserve the right to modify the released design as required for project completion and to comply with municipal program guidelines (if required).

Architect/Designer Signature

Title

Date

Property Owner Acceptance of this Release

Date

Final Construction Documents Release Affidavit

The undersigned original Architect/Designer has reviewed the construction for the purposes of design consistency and has no objection for the construction documents being released for this project.

Architect/Designer Signature

Title

Date

Property Owner Acceptance of this Release

Date

Environmental Review Checklist

Town of Clinton, Massachusetts

Date: _____

Case # _____

Owner: _____

Property Address: _____

Historical Significance

Is property over 50 years old? (Date of property: _____)? Yes No

If yes, is the property listed on the National Historic Register, or considered eligible for such listing by the Town and the Massachusetts State Historic Preservation Office? Yes No

If the property is listed on the National Historic Register or eligible to be listed on the National Historic Register, are all rehabilitation activities considered exempt from further consultation with the Massachusetts SHPO? Yes No

Explain, if yes _____

If the rehabilitation activities are not exempt from SHPO consultation, attach letter of compliance from Massachusetts Historical Commission. N/A Attached

Is the property a historic landmark or in the town's historic district? Yes No

If yes, attach letter of compliance from the Clinton Historical Commission. N/A Attached

Environmental Review

Is this property located in a floodplain? Yes No
(FEMA National Flood Insurance Program Map Panel # _____)

If yes, is the property covered by flood insurance? Yes No

Does the project include a septic system? Yes No

Do children under 6 reside in property? Yes No

If yes, does the property have lead paint? Yes No

Was asbestos detected during the property inspection? Yes No

Is noise considered to be a problem? Yes No

If yes, what is the source of the noise? _____

If yes, identify mitigation measures _____

Does a project involve change of use or density, or the rehab of a vacant building? Yes No

If yes, are there man-made hazards/thermal explosive hazards within a (1) radius of this property? Yes No

Is a letter of compliance from the Clinton Conservation Commission attached? Yes No

Work Plans & Specification Approval and Authorization to Solicit Bids

Town of Clinton, Massachusetts

Date: _____

Case # _____

Owner: _____

Property Address: _____

I/We, the Owner(s), understand that any items not listed in the Plans & Specifications will not be included in the façade improvement project. Items or issues not included in this Plans and Specifications have been eliminated, or not listed because of program fund criteria and/or limitations, the desire to receive the best possible prices from the contractors, and/or the program’s intention to provide financial aid and disbursement of funds as fairly as possible to qualified applicants.

I/We, the Owner(s), certify that the Plans & Specifications comply with Clinton Downtown Design Guidelines.

I/We, the Owner(s), understand that an alternate is a separate Plans and Specifications from the base bid having been listed and described in the Plans and Specifications. An alternate may only be elected as part of the Plans and Specifications, if the low bid on that or any alternate when added to the base bid, in its entirety, is below the per unit cap allowed by the program (including owner contribution, if any). If the program does not allow the addition of that alternate the owner may add the work if the owner pays for the alternate in its entirety.

I/We, the owner(s), of the above-referenced property, have received a detailed "Plans and Specifications" for said property, dated _____, and having had these issues and all of the items in the Plans and Specifications explained by Town of Clinton Community and Economic Development staff, do hereby accept and agree with the scope and said contents of said façade improvement work.

We being in full agreement with the contents of the above document, hereby authorize the Town of Clinton Community and Economic Development staff to solicit bids for the accepted façade improvement work on the aforementioned property from qualified general contractors. We have selected additional contractors to be contacted and have listed them below.

- 1. _____
- 2. _____
- 3. _____
- 4. _____

We also acknowledge the following bidding policies:

Financial assistance will be based upon the lowest eligible responsible bid. If I (we) prefer a higher bidder, the Program's assistance will be calculated on the low responsible bid and I (we) must pay the difference. I (we) understand that the Town reserves the right to reject any or all bids or any part of any bid. The Clinton Façade Improvement Program will receive bids solely on behalf of the owner(s). All contractual arrangements for the work will be between the contractor and the owner(s).

(Owner)

(Date)

Bidder Certifications

Town of Clinton, Massachusetts

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the pains and penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Contractor

Date

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A(b):

The undersigned certifies under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts and the Town of Clinton, and is current with all local, state, and federal taxes and other assessments including child support payments as required under the law.

Contractor

Date

Federal Identification Number: _____

Summary of Estimates of Work

Town of Clinton, Massachusetts

Instructions - Provide a summary of all bid estimates of work obtained for your proposed work in the spaces provided below. The number of required bids is described within the program description. If the project is bid out in multiple scopes of work, please include bid estimates for each scope of work. If more bids are provided than this form has space, please make copies of the next page as needed. Clinton-based businesses should be utilized for work where possible. If a Clinton-based business will not be used for work, attach a written statement explaining why a business outside of Clinton must be utilized. Copies of bid estimates must be attached at the end of the application.

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

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Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Deferred Loan Agreement

Town of Clinton, Massachusetts

This DEFERRED LOAN AGREEMENT, entered into this **(Date)** _____ between the **Town of Clinton**, acting by and through **Community and Economic Development Office**, 242 Church Street, Clinton, MA 01510 (hereinafter referred to as the "TOWN") and **(Grantee)** _____, having a usual mailing address at **(Address)** _____ (hereinafter referred to as the "GRANTEE").

WITNESSETH THAT:

WHEREAS, the Town of Clinton has entered into a contract with the United States of America for the implementation of a **Community Development Program under Title I of the Housing and Community Development Act of 1974** as amended; and

WHEREAS, the cooperation of the TOWN and the GRANTEE are essential for the successful implementation of the **Community Development Block Grant Program**.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The GRANTEE shall in a satisfactory and proper manner as determined by the TOWN, perform certain services as described in EXHIBIT A, Scope of Services, attached hereto and made a part hereof.

II. TIME OF PERFORMANCE

The services of the GRANTEE are **to commence upon the issuance of a Notice to Proceed** and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this contract as described in EXHIBIT A, Scope of Services, but in any event, all services hereunder shall be completed by **COMPLETION DATE**.

III. AMOUNT OF GRANT

A. Amount of Grant

The total amount of grant funds (hereinafter called PROJECT FUNDS) to be paid by the TOWN to the GRANTEE under the terms of this Grant shall not exceed _____ (**\$**_____). This grant is subject to annual appropriation.

Expenditures will be in conformance with the budget attached hereto and identified in EXHIBIT A.

B. Method of Payment

Any payment to the GRANTEE (including reimbursements) will be supported by bills or invoices which will describe the hourly rate of pay, number of hours, date of services and how the services were completed. These bills or invoices will be signed and certified by the GRANTEE that the work performed has been undertaken and completed in accordance with the Scope of Services and the terms of this DEFERRED LOAN AGREEMENT. The request for payment by the GRANTEE will be submitted to the TOWN by the tenth (10th) day of the month accompanied by the monthly reporting requirements as outlined in EXHIBIT A, SCOPE OF SERVICES.

IV. USE OF PROJECT FUNDS

- A. PROJECT FUNDS will be used for those costs that are applicable to this DEFERRED LOAN AGREEMENT.
- B. No PROJECT FUNDS will be obligated for payment of costs incurred with respect to any action of the project after the TOWN has requested that the GRANTEE furnish data concerning such action prior to proceeding further, unless and until the GRANTEE is thereafter advised in writing by the TOWN that there is no objection to so proceeding.
- C. The GRANTEE agrees to refund to the TOWN, PROJECT FUNDS which the TOWN determines were not properly due to the GRANTEE under the terms of this DEFERRED LOAN AGREEMENT.

V. REPORTING

The GRANTEE will, on a monthly basis, provide the TOWN with a written report of activities as outlined in EXHIBIT A, SCOPE OF SERVICES.

VI. MAINTENANCE OF RECORDS

The GRANTEE will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this DEFERRED LOAN AGREEMENT and such other records as may be deemed necessary by the TOWN to assure proper accounting for all PROJECT FUNDS, both federal and non-federal shares. These records will be made available for audit purposes to the TOWN, and the Comptroller General of the United States or any authorized representative and will be retained for three years after the expiration of this DEFERRED LOAN AGREEMENT, unless permission to destroy them is granted by the TOWN. The GRANTEE also agrees to take all necessary steps and assume all responsibility for safeguarding its assets and records.

VII. DISCRIMINATION

Under Title VI of the Civil Rights Act of 1964, no person will on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

VIII. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS

The GRANTEE will comply with all applicable laws, ordinances, and codes of the State, Local, and Federal governments, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of the Housing and Community Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Executive Order 11246 and as amended, Executive Order 11063, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended National Environmental Policy Act of 1969, Policy and Conservation Act (PL 94-163), OMB Circular A-102 “Uniform Administrative Require-National Environmental Policy Act of 1969, Energy Policy and Conservation Act (PL 94-163), OMB Circular A-102 “Uniform Administrative Requirements for Grants-In-Aid to State and Local Governments”, OMB Circular A-87 “Cost Principles for State and Local Governments”, Executive Order 11593, Archaeological and Historical Preservation Act of 1974, Davis-Bacon act as amended, Contract Work Hours and Safety Standards Act, Architectural Barriers Act of 1968, Hatch Act, Flood Disaster Protection Act of 1973, Clean Air Act, Copeland “Anti-Kickback” Act, Federal Water Pollution Control Act, the Freedom of Information Act, the Administrative Procedures Act, Disaster Relief Act of 1974, Section 504 of the Rehabilitation act of 1973, Age Discrimination Act of 1975, Debarment and Suspension (Executive Order 12549 and Executive Order 12689), the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D), and all implementing regulations for the above mentioned laws, executive orders and circulars. The GRANTEE will require any subCONTRACTOR to comply with the above cited Local, State and Federal Laws, and will incorporate these laws in any written agreement between the GRANTEE and a subCONTRACTOR.

IX. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS GRANTEE,

No member, officer, or employee of the Town of Ayer, or its designees or agents, no members of the governing body of the locality in which the project is situated, and no other public officials, member, officer, or employee of the Town of Ayer, or its designees or agents, no members of the governing body of such locality or localities who exercises any functions or responsibilities with respect to the project during his tenure or for one year thereafter, will have any interest, direct or indirect, in any agreement, contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this DEFERRED LOAN AGREEMENT. The GRANTEE will incorporate, or cause to be incorporated in all of its agreements, contracts, or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

X. LIABILITY

The GRANTEE will indemnify, defend and hold the TOWN harmless from all suits and claims against the TOWN for any errors, omission or neglect of the GRANTEE in carrying out this DEFERRED LOAN AGREEMENT.

The GRANTEE will hold the TOWN harmless from any and all liability of every nature and description which it may have suffered through damage to property or personal injuries including death or otherwise by means of the negligence of the GRANTEE, its agents or employees.

The GRANTEE is not by virtue of this DEFERRED LOAN AGREEMENT authorized to incur any indebtedness or liability on the part of, or to pledge the credit of the TOWN, or to bind the TOWN in any manner, beyond those obligations incurred by work done under this DEFERRED LOAN AGREEMENT in a timely and proper manner.

XI. DISCRIMINATION IN HIRING

During the performance of this DEFERRED LOAN AGREEMENT, the GRANTEE agrees as follows:

- A. The GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The GRANTEE 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, or national origin. Such action will 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. The GRANTEE agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- B. The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The GRANTEE 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 by the GRANTEE's contracting officer, advising the labor union or workers' representative of the GRANTEE's commitments under Section 202 of the Executive Order 11246 of September 24, 1965 and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The GRANTEE 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.
- E. The GRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the TOWN and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the GRANTEE's non-compliance with the non-discrimination clauses of this DEFERRED LOAN AGREEMENT or with any of such rules, regulations, or orders, this DEFERRED LOAN AGREEMENT may be canceled, terminated or suspended in whole or in part and the GRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized 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.

G. The GRANTEE will include the provisions of paragraph "A" through "G" in subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subCONTRACTOR or vendor. The GRANTEE will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the GRANTEE becomes involved in, or is threatened with litigation with a subCONTRACTOR or vendor as a result of such direction by the Government, the GRANTEE may request the United States to enter into such litigation to protect the interest of the United States.

XII. TERMINATION

The TOWN may terminate this DEFERRED LOAN AGREEMENT in the following instances:

- A. If the GRANTEE abandons its work under the CONTRACT or if for any reason the timely completion of such work is rendered improbable, infeasible, impossible or illegal; and
- B. In the event that U.S. Department of Housing and Urban Department terminates the program or if the federal government does not appropriate the funds for said program, this DEFERRED LOAN AGREEMENT will terminate upon the occurrence of either of the aforesaid events; and
- C. In the event the TOWN determines that the objectives of the Scope of Services are not being achieved; and
- D. For the convenience of the TOWN

It is further agreed that the TOWN may terminate this DEFERRED LOAN AGREEMENT at any time, with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail, to the usual place of business of the other part.

XIII. PROGRAM INCOME

If the GRANTEE receives any PROGRAM INCOME as defined by Section 570.500(a) of CFR Title 24 as a result of improvements made because of the expenditure of federal Community Development Block Grant (CDBG) funds on this project, said PROGRAM INCOME will be returned to the TOWN.

XIV. CHANGES IN SCOPE OF SERVICES

The TOWN may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes which are mutually agreed upon by and between the TOWN and the GRANTEE will be in writing.

XV. SEVERABILITY OF PROVISIONS

If any provision of this DEFERRED LOAN AGREEMENT is held invalid, the remainder of this DEFERRED LOAN AGREEMENT will not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

XVI. LOBBYING

The GRANTEE states to the best of its knowledge and belief:

A. No Federal and/or Non-Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal and/or Non-Federal contract, the making of any Federal and/or Non-Federal grant, the making of any Federal and/or Non-Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal and/or Non-Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal and/or Non-Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal and/or Non-Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XVII. OTHER PROVISIONS

The Grantee will give his personal attention constantly to the faithful performance of the work and will keep the same under his personal control and will not assign nor sublet the work or any part thereof without the previous written consent of the TOWN and will not, either legally or equitably assign any of the monies payable under this Agreement or his claim thereto unless by and with the written consent of the TOWN.

The said GRANTEE agrees that before commencing any work to be done under this Agreement, it will provide at its own cost and expense, insurance for the payment of compensation and the furnishing of other benefits under the provisions of General Laws, Chapter 152, and amendments thereto, to cover all employees to be employed by the GRANTEE in connection with the work to be done under this Agreement; and the said GRANTEE agrees that it will continue in force and effect said policy of insurance during the period covered by this Agreement. Failure to provide and continue in force, said insurance will be deemed a material breach of this Agreement and will operate, without notice of any kind to the said GRANTEE, as an immediate termination of this Agreement. In the event that the TOWN should be obliged or required to pay compensation or furnish benefits to any of the said GRANTEE's employees, in accordance with the provisions of General Laws, Chapter 152, and amendments thereto, the said GRANTEE agrees that it will reimburse and indemnify the said TOWN from any payments it may be obliged or required to make under the provisions of General Laws, Chapter 152, and amendments thereto.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

IN WITNESS THEREOF, THE GRANTEE AND THE TOWN have affixed their signatures on the date first written above.

GRANTEE

Authorized Signatory

Federal Identification/SS #:

TOWN OF CLINTON

Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

On this ___th day of _____, _____, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

Date

EXHIBIT A, SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The following program description has been identified as an eligible activity under the Community Development Block Grant Program as stated in citation 570.202 Rehabilitation and Preservation Activities, Matrix 14F-Energy Efficiency Improvements, of 24 CFR Part 570, and will either prevent or eliminate slums and blighting influences, directly benefit low and moderate income persons or households, or address an urgent need that poses an immediate threat to the health and welfare of citizens.

The Clinton Facade Improvement Program will provide federal funding to eligible commercial business owners through the Community Development Block Grant Program (CDBG). The Program provides participants the opportunity to receive a rebate upon the completion of their approved façade project, up to an approved amount, based on the maximum grant amounts set forth. The rebate is in the form of loan, forgivable over a five (5) year (60 month) period.

II. PROJECT BUDGET

In order to accomplish its services, GRANTEE will utilize its funding, provided by the Town of Clinton as part of this contract, in the following budget categories:

Building Signage and Awnings – 75% of the costs, up to \$5,000, no minimum project amount

Minimum project amounts (except for signage, awnings) - \$5,000 in total cost

Small Projects – 75% for projects from \$5,000 to \$25,000 in total cost

Medium Projects -50% for projects from \$25,000 to \$75,000 in total cost

Large Projects - 25% for projects \$75,000 or more in total cost, up to a maximum of \$50,000

If the agreement is terminated prior to the completion of the five-year (60-month) forgivable loan period, the Participant will be responsible for repayment of the balance of rebate (“loan”) on a prorated basis. The prorated amount due will be determined by multiplying the original rebate amount times the percentage obtained by dividing the number of months remaining in the five (5) year period by 60 (the total number of months in the loan period). The commencement date of the 60 month forgivable period starts on the month that the project agreement is recorded and ends on the 5th anniversary date.

The following Contractor(s) have agreed, through the Chapter 30B Bidding Process, to provide their services for the beautification of the property located at _____.

Contractor

Contractor

Contractor

Contractor

TOTAL PROJECT COST:

BID AMOUNT:

TOTAL GRANT AWARD:

TOTAL GRANTEE RESPONSIBILITY:

(* _____ % of lowest bid received: \$ _____)

III. BENEFICIARY

Federal funds will be allocated to the GRANTEE for aid in the elimination or prevention of slum/blight.

IV. SUBMITTALS:

The GRANTEE will be responsible for submitting invoices by the tenth of each month for the previous month's service. Request for federal funds must include the following:

1. A Summary of Activities/Accomplishments on the month's activities must be submitted along with the Project Inspection Reports.
2. Submit ONE ORIGINAL AND ONE COPY of all reporting forms and related backup on 8 1/2 x 11 sheets of paper.

Owner/Contractor Agreement

Town of Clinton, Massachusetts

THIS AGREEMENT, made as of the ___ day of _____, _____, by and between _____, (hereinafter referred to as the "Owner"), with a legal address and place of business at _____ and _____ (hereinafter referred to as "The Contractor"),

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises at _____; and

WHEREAS, the Owner desires to rehabilitate, renovate, remodel and improve aforesaid premises in accordance with Local and State Codes.

WHEREAS, the Town of Clinton, acting through its Facade Improvement Program, intends to make a payment to the Owner upon the completion of their approved façade project, up to an approved amount, based on the maximum financial assistance amounts.

WHEREAS, the Town of Clinton has received funding from the Department of Housing and Urban Development through a Community Development Block Grant (CDBG) to implement the Facade Improvement Program. The Community and Economic Development has been designated by the Town of Clinton as a sub-recipient of that grant for the purposes of implementing the Facade Improvement Program.

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. SCOPE OF REHABILITATION WORK: The Contractor shall complete the improvements as delineated in the construction documents developed for this project which have been approved by the Owner and the Community and Economic Development staff. Said construction documents are not attached but are herein incorporated by reference into this Agreement as *Exhibit A*.

The Contractor acknowledges that he/she has reviewed the proposed improvements and that said improvements are accurate and consistent with the Contractor's proposal as to scope of work, price, and name of contractor. The contractor's proposal is incorporated herein as Exhibit B.

2. TIME OF PERFORMANCE: The Contractor shall commence with the work to be performed under this Agreement within five (5) days of the date of the written "Notice to Proceed," and the Contractor acknowledges that time is of the essence in the performance of the contract.

The work shall be completed on or before _____. The Owner and/or the Community and Economic Development staff may permit an extension of time in writing if it is determined that there was an excusable delay (including strikes, Acts of God, or other reasons beyond the control of the Contractor.)

3. RESPONSIBILITIES OF THE CONTRACTOR:

3.1 INSURANCE: For facade improvement projects, the Contractor shall furnish the Owner with a copy of a Liability Insurance policy with limits not less than \$300,000 and a copy of a property damage insurance policy with not less than limits of \$50,000 to protect the Owner himself/herself, and any subcontractor against claims for injury or damage which may occur or result from work performed pursuant to this Agreement.

3.2 WARRANTIES: The Contractor shall furnish the Owner with warranties from all manufacturers, a one (1) year warranty against defective materials and/or workmanship from each non-roofing subcontractor effective from the date of completion of the subcontract, and five (5) year warranty against defective materials for each roofing subcontractor, unless a longer warranty period is provided by said subcontractor, effective for the date of completion of the subcontract.

The Contractor warrants to the Owner that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract documents. All work not so conforming to these standards may be considered defective.

3.3 PERMITS AND CODES: The Contractor agrees to secure and pay for all necessary permits and licenses required for the Contractor's performance with applicable local codes and requirements, whether or not covered by the specifications and drawings for the work.

3.4 WORKMEN'S COMPENSATION: The Contractor shall furnish the Owner with a certificate of Workmen's Compensation for his employees and those of his subcontractors.

3.5 MATERIALS AND LABOR: The Contractor shall furnish all materials, machinery, tools, equipment, services, labor and supervision.

3.6 PREMISES: The Contractor shall keep the premises clean and orderly during the course of the work and remove all debris at completion of work. Materials and equipment that have been removed and replaced as part of the work performed shall belong to the Contractor.

3.7 INSPECTION: The Contractor shall cooperate with any inspector given access to the rehabilitation work by the Owner.

The Contractor shall supervise and direct the work, using his/her best skills and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

The Contractor shall employ on the work only qualified persons properly skilled in the task assigned.

The Contractor shall be responsible for the acts and omissions of all his/her employees and all subcontractors, their agents and employees and all other persons performing any of the work under the contract with the Contractor.

The Contractor, at the completion of the work, shall remove all his/her waste materials and rubbish from and about the premises as well as his/her tools, construction equipment and surplus materials and shall clean all glass surfaces and shall leave the work “broom clean” or its equivalent, except as otherwise specified.

3.8 SUBCONTRACTORS: The Contractor agrees that all warranties contained herein shall apply to all work performed under the contract, including that performed by any subcontractor. No subcontracts may be awarded by the Contractor for the purpose of which is to fill in whole or in part the services required of the contractor, without prior written approval of the Owner.

3.10 CHANGES IN WORK: No changes in the work covered by the approved plans and specifications shall be made without having prior written approval of the Owner, and the Department of Community and Economic Development. The Contractor shall issue a written Change Order Request to the Department of Planning and Development for review and approval. The Change Order shall include the following:

- (A) Specification Number and Description
- (B) Description of existing condition.
- (C) Description and reason for proposed change including:
 - (1) Labor (time), including foreman.
 - (2) Wages to be paid.
 - (3) Materials entering permanently into the work.
 - (4) The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
 - (5) Power and consumable supplies for the operation of power equipment.

4. RESPONSIBILITIES OF THE OWNER:

4.1 UTILITIES: The Owner shall allow the Contractor to use existing utilities, including but not limited to, light, heat, water, and electricity, at no cost, when necessary to perform or complete the work.

4.2 FACILITATION OF WORK: The Owner shall cooperate with the Contractor to facilitate the performance of the work.

5. COMPENSATION: That for the considerations named therein, the Contractor proposes to furnish shop drawings, samples and all the materials and do all the work described in, and in accordance with, this Contract for the sum of \$ _____ Dollars (\$ _____). The Owner agrees to pay the Contractor the amount indicated above for performance of this Agreement.

6. PAYMENT: The Owner shall pay the Contractor in accordance with the Payment Schedule presented in the Contractor’s proposal, as applicable, attached hereto and incorporated herein as *Exhibit B*.

The Contractor may make application for a progress payment as soon as the portion of the work described in the attached Payment Schedule has been completed. Final payment shall be made upon presentation of all releases of any liens by subcontractors, laborers and/or materials suppliers or upon passage of time after which such liens may not be filed. Upon approval of rehabilitation by the Owner and the Community and Economic Development staff, including any final inspections by the Building Department, the Contractor shall be paid in full.

Acceptance of final payment by the Contractor shall constitute warranty by said Contractor that any and all mechanic's and/or materialman's liens arising from said Contract have been released and/or discharged, and that all subcontractors and suppliers have been paid in full for labor and materials provided.

All amounts due and payable by the Owner to the Contractor for work performed under this Agreement shall be payable within a reasonable period of time after the work has been satisfactorily completed, inspected and approved by the Owner and The Community and Economic Development staff and approval of such work is required.

The Owner or The Community and Economic Development staff, before making payments hereunder, may require the Contractor to furnish releases or receipts from any and all persons performing work and supplying materials or services to the Contractor, or any subcontractor, under this Contract, if this is deemed necessary to protect the Owner's interest.

7. ACCEPTANCE OF WORK: No certificate given or payment made under this Agreement shall be conclusive of the performance of the work, either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. Except as otherwise agreed, in writing, entrance and use by the Owner shall not constitute acceptance of the work.

8. GUARANTEE: The Contractor shall repair or replace, at his/her own cost and at reasonable convenience of the owner, any damages or faults resulting from defective work that may occur during the period of twelve (12) months (or during such other period as may be required by the Contract documents or otherwise agreed to by the Contractor) from the date of completion of the work to the reasonable satisfaction of the owner.

9. GENERAL PROVISIONS:

9.1 RETENTION OF RECORDS: The Contractor shall maintain in accordance with 24 CFR Part 85, and any HUD and CDBG regulations, procedures or guidelines, those books, records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations.

Such records shall contain all information pertaining to grant outlays and income. The Contractor shall maintain such records for a period of six (6) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

9.2 ACCESS TO RECORDS: The Contractor shall make all books, accounts, records, reports, files, and other papers, things or property that relate to its activities under this Agreement, available at all reasonable times for inspection, review and audit by The Community and Economic Development staff, the Town of Clinton, their authorized representatives, authorized representatives of HUD, the Inspector General of the United States or of the Commonwealth, the auditor of the Commonwealth and the U.S. General Accounting office. The Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reason notice, to examine the books, records, and other compilations of data of the Contractor which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

9.3 TERMINATION: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Agreement or if the Contractor shall violate any of the terms or conditions of this

Agreement, the Owner may terminate this Agreement by giving written notice to the Contractor at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town of Clinton for damages to the Owner by breach of this Agreement, and the Owner may withhold any payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Town of Clinton from the Contractor is determined.

All of the rights and remedies of the Owner hereof, whether evidences hereby or by any other agreement, instrument or paper shall be cumulative and may be exercised.

9.4 AMENDMENTS: It is agreed by the parties hereto that, after Contract signing, no changes can be made to the work in the plans and/or specifications or in any addendum that might be involved by either the Owner or the Contractor with the exception of any unforeseen rehabilitation work as approved in an amendment to the Contract and endorsed by the Owner, the Contractor and The Community and Economic Development staff.

9.5 NON-DISCRIMINATION: The Contractor shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; Section 109 of the Housing and Community Development Act of 1974, and the HUD Regulations issued pursuant thereto (24 CFR 570:601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD Regulations issued pursuant thereto (24 CFR 107); The Age of Discrimination Act of 1973 (42 U.S.C. 6101 et seq.); Section 402 of the Veteran's of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by executive orders 116, 143 and 227; and all other Town of Clinton regulations, procedures or guidelines.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap 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. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause. The Contractor will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin.

9.6 PROCUREMENT STANDARDS: The Contractor shall adhere to the requirements set forth in 24 CFR Part 85 and CDBG regulations, procedures and guidelines, with respect to standards governing procurement, and any applicable provisions of State and local regulations relative thereto, including but not limited to: Massachusetts General Law Chapter 7, section 30B et seq.; Chapter 30, section 39M; Chapter 149, sections 44A through 44L; and Chapter 484 of the Acts of 1984. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The Contractor shall maintain records sufficient to detail the process of procurement.

9.7 EMPLOYMENT OPPORTUNITIES: The Contractor shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

9.8 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the Contractor shall adhere to the provisions of State Executive Orders 215 and 227.

9.9 LABOR STANDARDS: Where applicable, the Contractor shall adhere to the provisions of section 110 of the Act, and the Massachusetts General Law Chapter 149, sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or the rehabilitation of residential property designed for residential use of eight or more families, the Contractor shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1334.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), the Copeland Anti-Kickback Act and the payment of prevailing wage rates where applicable.

The Owner and Contractor agree and understand that the The Community and Economic Development staff Commercial Improvement Program does not finance construction or commercial loans. Grant funds are cash reimbursement subsidies that cover a percentage of the sign/awning and/or facade improvement project. The grant funds will only be distributed to the Owner and will not be awarded until all work is completed and inspected, and documentation has been submitted showing design and construction costs incurred for the project. In the case of facades, a matching grant is the method of paying Owners who agree to abide by a preservation agreement recorded with the Worcester County Registry of Deeds. Façade improvement grants are paid in exchange for an applicant's voluntary consent to abide by similar preservation conditions in an instrument maintained by the Town of Clinton.

The Owner and Contractor further agree that the Davis-Bacon Wage Law is a federal law that requires all federally funded construction projects to insure that contractors pay their construction workers a “prevailing wage”. Contractors must base their estimates on these prevailing wages being paid and maintain documentation that these wages are being paid. These rates and documentation forms will be provided by the Town of Clinton Community and Economic Development with all Requests for Proposals. The Town of Clinton Community and Economic Development will make every attempt to submit the most current prevailing rates to the Contractor, however the Contractor is financially responsible and obligated for any prevailing wage revisions during the project.

9.10 CONFLICT OF INTEREST: The Contractor shall adhere to the mandates of the Massachusetts Conflict of Interest Statute M.G.L., C. 268A, and the federal Hatch Act, 5 U.S.C., ss. 1501 et seq.

9.11 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND HUD REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of all agreements with HUD and all of its attachments including, where relevant, Flood Disaster Protection; Historic Preservation; Additional Environmental Requirements; Lead Paint Hazards; and Relocation Assistance, all applicable federal, state and local laws and regulations stated herein, and any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time, and any regulations, procedures or guidelines as may be established or amended by the Façade Improvement Program.

10. The Town of Clinton shall, within a reasonable time, make decisions on all claims of the Owner and the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the

Contract documents. The Town of Clinton retains the right to interpret contract documents and disputes arising therefrom. All decisions rendered by the Town of Clinton hereby shall be final and binding on the Owner and the Contractor.

11. AVAILABILITY OF FUNDS: The compensation to the Owner for this project is subject to the availability of federal funds for the Community Development Block Grant Program, and to the continued eligibility of the Town of Clinton to receive such funds.

12. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold the Owner harmless from and against any and all claims, demands, liabilities, actions, causes of action, cost and expense caused by or arising out of the Contractor's breach of this Agreement or the negligence or misconduct of the Contractor, or the Contractor's agents or employees.

13. LICENSES: The Contractor shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Work, *Exhibit A*, as required by federal, state, or local laws or regulations, and shall comply with the provisions of 24 CFR Part 85 with respect to any bonding or other insurance requirements.

14. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of the Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF, the Owner and the Contractor have executed the AGREEMENT under seal in triplicate as of the date above written.

For the Owner:

By: _____

Date: _____

For the Contractor:

By: _____

Date: _____

Contractor's Federal Identification No.: _____

Massachusetts Contractor's License No.: _____



FAÇADE IMPROVEMENT PROGRAM

DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

TOWN OF CLINTON, MASSACHUSETTS

ADMINISTRATION PACKAGE **DRAFT**



The Town of Clinton, Massachusetts has established a Façade Improvement Program that provides technical and financial assistance to property owners or business tenants seeking to renovate or restore their façade, building signage, awnings or site improvements in the Clinton Business District.

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Record of Initial Meeting

Town of Clinton, Massachusetts

Project:

Date:

Address:

Time:

Attendance:

Program Briefing

Applicant Presentation (scope of project): Attachments? Yes No

Site Visit and Observations:

Design Sketches: Attachments? Yes No

Project Cost Estimations: Attachments? Yes No

Project Concerns:

Town of Clinton Community and Economic Development

Date

Property Improvement Evaluation

Town of Clinton, Massachusetts

Date:

Total Score

Case #:

(MINIMUM SCORE OF 25 IS NEEDED FOR APPROVAL RECOMMENDATION)

Evaluation Item and Criteria *(Circle highest qualification per category)* **SCORE**

Location:

- High Street 5
- Within Downtown Business District 3
- On Secondary Street Outside District 1

Historic Significance

- National Register 5
- Famous Person 3
- Age or Rarity 1

Conformity With Downtown Design Guidelines

- Total 5
- Partial 3
- Limited 1

Compatibility With Street

- Landmark 5
- Significance 3
- Conformity 1

Proposed Design Quality

- Distinctive Proportion 5
- Color/Materials/Scale 3
- Pleasing Appearance 1

Need

- Present Condition (D, D-) 5
- Deferred Maintenance (C-) 3
- Incongruency of Existing Design 1

Handicapped Access

- Existing Approach and Entry Accessible 5
- Proposed Design meets Accessibility Standards 5

TOTAL SCORE THIS PROJECT:

Design Review Committee

Date

Grant Application Review

Town of Clinton, Massachusetts

Date:

To:

From: Town of Clinton Community and Economic Development Department

Re: Case #: _____ **Project Location:** _____

Property Owner: _____

Contact Person: _____

The above property has been reviewed by Town of Clinton Community and Economic Development and found to be consistent with the purposes of the Clinton Façade Improvement Program and in compliance with the Clinton Downtown Design Guidelines. The Town of Clinton will reserve and award a rebate/forgivable loan of \$_____ dispersed over a (5) year term for facade improvements, subject to work being completed, as well as all other conditions stipulated.

or

The above property has been reviewed by Town of Clinton Community and Economic Development and found to be inconsistent purposes of the Clinton Façade Improvement Program and/or not in compliance with the Clinton Downtown Design Guidelines. The Town of Clinton Community and Economic Development has declined this project for funding at this time based on ineligible findings and inconsistencies with the program's intent.

Town of Clinton Community and Economic Development

Date

Record of Bid Opening
Town of Clinton, Massachusetts

<u>Attendees</u>	<u>Representing</u>

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Contractor: _____ Base Bid: _____

Alternate 1: _____ Alternate 2: _____ Alternate 3: _____

Notice of Contract Award

Town of Clinton, Massachusetts

Date:

Contractor:

Address:

Re: Project

Dear _____:

This is to notify you that the property owner has accepted your bid of \$ _____ for the above referenced project.

I look forward to working with you on this project.

Sincerely,

Town of Clinton Community and Economic Development

Notice to Proceed

Town of Clinton, Massachusetts

Date: _____

Contractor: _____

Address: _____

Re: Façade Improvement Program Case # _____

This notice is to confirm the Notice to Proceed as evidenced by execution of the contract signed on _____.

You are hereby given authorization to proceed with construction for:

_____.

As stated in the aforementioned agreement, work is to commence within 7 days and be completed on or before 30 days subsequent to the date of this proceed order, which is _____.

Town of Clinton Community and Economic Development

Date

Record of Preconstruction Meeting

Town of Clinton, Massachusetts

Date: _____

Property Address: _____

Case No. _____

<u>Attendees</u>	<u>Representing</u>

Discussion Checklist

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Distribution of Contract Documents: 2. Schedule of Values: 3. Subcontractors: 4. Progress Schedule: 5. Contract Personnel: 6. Field Orders/Change Orders: 7. Shop Drawings: 8. Applications for Payment: 9. Labor Compliance, Payroll and Certifications: 10. Use of Site by Owner: 11. Use of Premises by Contractor: | <ol style="list-style-type: none"> 12. Survey and Layout: 13. Site Security: 14. Change Orders: 15. Testing Procedures: 16. Record Documents: 17. Traffic Control: 18. Notice to Proceed: 19. Completion Time: 20. Contractors Plans for Delivery of Materials to Site: 21. Project Punchlists and Inspections: 22. Handling of Disputes: 23. Other Items for Discussion: |
|---|---|

Project Work Schedule Form

Town of Clinton, Massachusetts

(Insert Project Work Schedule Form Here)

Project Inspection Reports
Town of Clinton, Massachusetts

(Insert Project Inspection Reports Here)

Change Order Review Form

Town of Clinton, Massachusetts

(Insert Change Order Review Forms Here)

Massachusetts Small Cities Program Liability Insurance Disclaimer Form Town of Clinton, Massachusetts

The undersigned, as owner(s) of property to be rehabilitated through the Town of Clinton Façade Improvement Program, has (have) been advised that the program recommends that the property be insured for any and all contingencies relating to damage to the property and other liabilities.

Furthermore, the undersigned agrees to indemnify, hold harmless, and defend the Town of Clinton Community and Economic Development, their agents, servants, and employees, from and against any and all losses, liabilities, damages, claims, liens, encumbrances, obligations, actions, causes of action, costs and expenses of any kind whatsoever, including without limitation attorneys' and other professional expenses and fees, suffered or incurred by or asserted against Town of Clinton Community and Economic Development, their agents, servants and employees, which arise from or relate to, in whole or in part, from participation in Town of Clinton Façade Improvement Program or from any source whatsoever.

OWNER(S):

_____ Date: _____
_____ Date: _____

Subcontractor List

Town of Clinton, Massachusetts

Project: _____

Contractor: _____

Address: _____

The following materials or subcontractors were utilized to complete the above referenced project (if the subcontractor is a minority- or woman-owned business, please indicate):

	<u>Name, Address and ID Number*</u>	<u>Total Subcontract Amount</u>
1.	_____ _____ <u>ID No.</u> _____	_____ _____ _____
2.	_____ _____ <u>ID No.</u> _____	_____ _____ _____
3.	_____ _____ <u>ID No.</u> _____	_____ _____ _____
4.	_____ _____ <u>ID No.</u> _____	_____ _____ _____

*Identification Number: Either the subcontractor’s federal identification or social security number is acceptable.

If no subcontractors were utilized to complete the above-referenced project, please sign below.

Signature of authorized individual

Date

Weekly Payroll Records
Town of Clinton, Massachusetts

(Attach Weekly Payroll Records Here)

Payroll Records Verification
Town of Clinton, Massachusetts

(Attach Payroll Records Verification Here)

Rate Restitution Form
Town of Clinton, Massachusetts

(Insert Rate Restitution Forms Here)

Certification of Final Inspection and Approval

Town of Clinton, Massachusetts

Date

Case #:

1. I have inspected the above property and have found that the façade improvements incorporated at this business has been satisfactorily completed in accordance with construction documents submitted to and approved by the Design Review Committee and the Clinton Community and Economic Development staff.
2. I have obtained copies of the following permits/certificates:
Sign Permit Yes No
Building Permit Yes No
3. All provisions contained in the DEFERRED LOAN AGREEMENT BETWEEN TOWN OF CLINTON COMMUNITY AND ECONOMIC DEVELOPMENT AND OWNER(S) (dated:) have been met.

Inspected By:

Program Architect

Date

Warranty and Release of Liens

Town of Clinton, Massachusetts

The Contractor _____ having a principal place of business located at _____ provides this Warranty and Release of Liens in compliance with the contract agreement with _____ of _____ dated _____.

All work performed under the above mentioned agreement is free from defect in workmanship of the Contractor or any subcontractor and in the material used therein until _____, or for a longer period as may be included in any warranty given by the manufacturer of any material used in the work performed.

The Contractor hereby relinquishes all claims against the above mentioned property for materials furnished or labor performed under the agreement. In addition, the Contractor certifies that all corporations or persons that have contracted for or furnished any and all materials and fixtures of every description under the agreement, or who are or have been subcontractors upon the above mentioned property have no claim against the property.

Name of Contractor

Signature of Authorized Official

Date

Receipt of Payment

Town of Clinton, Massachusetts

Date

Case #:

I, _____, have received on this date, payment from the Town of Clinton for a rebate/forgivable loan from the Facade Improvement Program, in the following amount:

\$ _____

I understand that in accepting a Facade Improvement payment, I have consented to the recording of a Deferred Loan Agreement and that I will abide by the conditions set forth therein.

Owner(s)

Date

Contractor Termination Notice

Town of Clinton, Massachusetts

(Insert Termination Notice Here)

Completed Project Photographs

Town of Clinton, Massachusetts

Instructions: Please follow one of the options below for including photos of the portions of the building that were improved under the Façade Improvement Program.

Option 1: Upload images in the spaces provided below.

Option 2: Print color copies and attached them to this document.

Click below to upload image #1 of the property



Click below to upload image #2 of the property



Contractor Invoices

Town of Clinton, Massachusetts

(Attach Contractor Invoices Here)

Project Financial Summary Report
Town of Clinton, Massachusetts

(Insert Financial Summary Report Here)

Project Closeout Checklist

Town of Clinton, Massachusetts

On or before the date on which the Applicant submits an invoice for their final payment, the Town of Clinton Community and Economic Development must receive the following:

- If your property is registered land, furnish an Owner's Duplicate Certificate.
- Evidence of three construction bids for work approved by the program.
- Copy of project plans.
- Copy of building permit issued by the Clinton Building Inspector.
- Copies of all actual construction and architectural invoices.
- Final Sign-Off Form from the Program Architect.
- Program Invoice Form, completed by applicant.