

EXAMPLE – Small Purchase

3600-FM-WQ0377 Rev.1/2000

CBP-8

CHESAPEAKE BAY FINANCIAL ASSISTANCE FUNDING PROGRAM CONTRACTOR – LANDOWNER CONTRACT (CBP-8)

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| Landowner: Elwood Botter | Contractor: Smith and Son Excavating |
| Address: 211 Anywhere Lane Harrisburg, Pa 17101 | Address: 622 South 34th Street Hillstation, Pa 17104 |
| Telephone: (555) 111-7777 | Telephone: (555) 878-6532 |
| Project Location: 211 Anywhere Lane, Harrisburg, Pa 17101 | Attached Plans Dated: Diversion (May, 200); Waterway (May 2,009) |
| Project Designer: Glenn Hines, Ely County NRCS | Pages: Diversion (1-12); Waterway (1-5) |
| | Referenced Specifications: 362 (Diversion); 412 (waterway) |
| | Attached Specifications: 362 (Diversion); 412 (waterway) |
| | Certifying Agency: ELY County NRCS |

This contract is made this **21st** day of **May, 2009** by and between **Smith and Son Excavating**, hereinafter called the “Contractor”, and **Elwood Botter**, herein called the “Landowner”, to install **271 feet of Diversion and 0.5 acres of waterway** at the Project Location described above, as set forth in the attached Plans and Specifications described above.

The Contractor shall perform all the work in accordance with the above referenced Plans and Specifications and subject to the General Provisions hereinafter listed and Special Provisions that may be hereinafter listed, for the Contract Sum of **Eleven Thousand Two Hundred Forty Nine Dollars and Ninety Two Cents (\$11,249.92)** as detailed on the attached Bid Sheet. The work shall be performed between **May 21, 2009 and October 1, 2009**.

A. GENERAL PROVISIONS

1. By signing this contract the Landowner warrants that he/she is either the sole owner of the real property on which the work is to be performed or is otherwise in fact authorized by the owner or owners of said premises to let the work be done on said premises, and has secured any necessary easements or rights-of-way that may be necessary for the completion of the work.
2. Except as otherwise noted, the Contractor shall provide an pay for all material, labor, equipment, tools, water, power, and other items necessary to complete the work.
3. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality and all work completed in a workmanlike manner in accordance with the attached or referenced Plans and Specifications.
4. Subcontractors engaged by the Contractor shall be bound by the Plans, Specifications, and Provisions of this contract. The Contractor shall assume responsibility for and compensate all subcontractors. No contract between the Contractor and subcontractor will be considered a contract between the subcontractor and the Landowner.
5. The Contractor shall during his regular working hours permit observation of the work by the Landowner, his authorized agents, and public authorities who have a bonafide interest in the successful completion of the work.
6. If a unit has been requested on the bid sheet, then the unit price submitted by the contractor shall apply within the ranges of plus or minus 25% of the estimated number of units on the bid sheet. Quantity variations in excess of 25% shall be reflected in a unit price adjustment using General Provisions 7 or 8 as appropriate.
7. All disputes arising under or related to this contract shall be resolved under this provision. All claims shall be submitted to the Landowner in writing to document reasons for seeking, as a matter of right, the payment of money in a certain sum, the adjustment or interpretation of contact items, or other relief. In the event the Landowner and Contactor cannot equitably resolve the dispute it shall be referred to the Conservation District for resolution. If the Conservation District’s decision is not satisfactory to either the Landowner or the Contractor, it may be submitted to the State Conservation Commission for review.

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8. The Landowner may order changes in work or additional work to be done due to changed or unforeseen conditions, however, the Contract Sum and performance time shall be adjusted equitably through negotiations. All such orders shall be in the form of Contract Modifications prepared by the Conservation District on form CBP-8M. The Contract Modifications shall specify the amount of compensation to be paid to the Contractor for such work and when such work shall be performed. All Contract Modifications ordering changes in work or additional work shall be based on written technical justifications prepared by the designer identified above and on the Plans. A Contract Modification shall become effective upon the written acceptance of the Landowner and the Contractor. All such Contract Modifications shall become part of this contract and subject to Plans, Specifications, and Provisions unless otherwise stipulated in the Contract Modifications.
9. The Contractor shall re-execute any work that fails to conform to the requirements of this contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of this contract. This provision shall not supersede any warranties on manufactured materials which extend beyond one year.
10. Should the Contractor fail to execute the work in accordance with the contract or fail to make reasonable progress toward completion, the Landowner may, after providing the contractor with at least seven (7) days written notice of such intent, issue a stop work order and terminate the contract. In such case, the Contractor shall be entitled to equitable compensation for that work certified as meeting contract provisions less the cost of removal or correction of faulty or incomplete work and materials and any administrative costs associated with rebidding the project.
11. Should the work be stopped by an act of God or delays beyond the Contractor's control for a period of thirty days or more, then the Contractor may upon seven days written notice stop work or terminate the contract and recover from the Landowner payment for all acceptable executed work and any sustained losses and reasonable actual damages caused by an act of or neglect by the Landowner.
12. The Landowner assigns to the Contractor as security for payment all of his right, title and interest to any funds he may receive pursuant to the Chesapeake Bay Financial Assistance Funding Program and other agricultural cost share programs arising out of this work. The Landowner agrees that he will execute any additional documents necessary to carry out the intent of this provision.
13. Payment of the Contract Sum shall be made to the Contractor within seven days after the Landowner's receipt of agricultural cost share program funds, unless otherwise stated in the Special Provision. The making and acceptance of the Contract Sum payment shall constitute a waiver of all claims by the Landowner, other than those arising from unsettled liens or from faulty work appearing thereafter, as provided for in General Provisions 9, and all claims by the Contractor as provided for in General Provision 7, except as previously made and still unsettled. Payment otherwise due may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make proper payments to subcontractors or for material or labor.
14. The Landowner and Contractor shall each maintain adequate insurance to protect himself/herself from claims by employees, subcontractors, and other parties that may arise from activities under this contract.
15. The Contractor shall be knowledgeable of and comply with all local, state, and federal health and safety regulations that apply to this type of work. Contractor shall take all reasonable precautions to protect the project work against unauthorized trespass and weather events. Upon official notice by the Contractor, the certifying agency generally has (3) working days to certify and report all work satisfactorily performed in accordance with the contract to the Conservation District.

B. SPECIAL PROVISIONS

There are 0 Special Provisions attached to and incorporated in this contract.

In witness whereof, the parties hereto have executed this contract.

Landowner(s) Signature(s)_____

Date:_____

Contractor Signature:_____

Date:_____

Title:_____