



FACADE GRANT RENOVATION AGREEMENT

Date

Facade Applicant

Legal Name of Property Owner(s)

Legal Description of Property
(Attach sheet if necessary)

Description of Project Plan
(Attach sheet if necessary)

Cost Estimate of Total Project

Applicant(s) Signature

**AGREEMENT FOR CITY PARTICIPATION
IN FACADE RENOVATION**

THIS AGREEMENT made and entered into this day and date hereafter set forth, by and between the **CITY OF CLINTON, ILLINOIS**, A Municipal Corporation, hereinafter referred to as “City”, and _____, hereinafter referred to as “Owner”;

WHEREAS, The City of Clinton, Illinois, has heretofore adopted a policy to participate in facade renovations of buildings located in the central business district of the City of Clinton, whereby the City of Clinton agrees to reimburse participating Owners for a part of the cost of facade renovations, all in accordance with the City of Clinton Facade Renovations/Restoration Grant Program;

AND WHEREAS, the Owner has applied to the City of Clinton for participation in said program and has agreed by such application to conform to the program and design guidelines;

AND WHEREAS, the City Council of the City of Clinton has determined that the Owner’s project meets the requirements of the City program and the work to be performed is in conformance with the design guidelines and has approved the application of the Owner and this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the requirements contained herein regarding competitive bidding or quote solicitation and prevailing wage regulations, the Owner agrees to contract with one or more contractors for the completion of a construction project with respect to the premises situated at _____, Clinton, Illinois, being legally described as follows, **to-wit:**said construction project to consist of facade renovations meeting the requirements of the City facade renovation program and the design standards applicable thereto, in accordance with plans and specifications heretofore provided to the City at the time of application. The City shall not be a party to any contract between the Owner and any contractor, sub-contractor or materialman of the Owner, this Agreement creating a legal relationship only between the City and the Owner.

2. The Owner agrees to solicit at least three bids or quotes from contractors having the ability to perform such work contemplated by the project application, and in the event the Owner will be contracting various segments of the project to various specialty contractors, the Owner shall solicit at least three bids or quotes from contractors in each such specialty; however, the Owner shall not be restricted to awarding the contract or contracts to the lowest bidder and may contract with any of the three bidders, in the Owner's discretion. The Owner shall not contract with any person who is an officer or employee of the City. Additionally, the Owner shall require each contractor and sub-contractor to provide substantiation that such contractor has in force and effect worker's compensation insurance in the statutory limits and a general liability insurance policy having a combined single limit of at least \$300,000.00

3. The City agrees to reimburse the Owner in an amount equal to the lesser

of 50% of the Owner's actual cost of the facade renovation or 50% of the lowest bid, or lowest combination of bids, solicited by the Owner as hereinabove required. The City's obligation of reimbursement shall be expressly contingent upon the facade renovation being performed meeting the plans and specifications previously approved by the City and in connection therewith, the City shall have the right to inspect the work performed at various points during the construction project and upon completion. The costs for which the City agrees to reimburse must be substantiated by the Owner to the satisfaction of the City and will include the cost of preparation of plans and specifications, actual construction costs, and material costs only in the event the Owner performs any of the work contemplated individually or through a related party. The City shall pay cost reimbursement required hereunder in one or more installments upon substantiation of costs incurred by the Owner and inspection by the City to determine that the work performed for which reimbursement is requested meets the plan's specifications approved. No reimbursements from the City shall be made until the project has been at least 50% completed by Owner, and no more than 50% of the City's reimbursement amount (25% of the total project cost), will be paid until the project is completed. The City shall also require a mechanic's lien waiver executed by each contractor, sub-contractor or material man as to which reimbursement is requested, said mechanic's lien waiver to be delivered contemporaneously with the City reimbursement payment being paid. Additionally, the Owner shall substantiate to the City that Owner has paid the contractor, sub-contractor and materialman.

4. The Owner agrees to comply in all respects with the program and design guidelines hereinabove referred to and being attached hereto and incorporated by

reference herein.

5. The Owner represents and warrants that the Owner has fee simple title to the above described premises, and if a contract purchaser or tenant is a party to this Agreement, that this Agreement is executed by all persons having an ownership interest in the property and the contract purchaser or tenant, as applicable, who will all be bound by the terms of this contract, jointly and severally, and the references to Owner herein shall include all parties executing this Agreement other than the City. Any mortgage holder having a mortgage interest in the premises pursuant to an instrument dated prior to this Agreement or any mortgage holder who acquires a mortgage interest for the purpose of securing a loan in an amount not to exceed the Owner's share of the cost contemplated hereunder, shall not be required to execute this Agreement.

6. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns, and, in the case of the Owners, if more than one, shall be binding upon each Owner, jointly and severally, and on their successors and assigns.

7. This Agreement may be amended only by the written agreement of all of the parties hereto; however, in the event any term or provision of this Agreement is found to be unenforceable or unlawful for any reason, said term or provision shall be void, but this Agreement shall continue in full force and effect and shall be construed and interpreted without reference to the void provision(s) unless as a result of the void provision(s), the substance of this Agreement and/or the obligations of the respective parties are materially changed, in which case the entire Agreement shall be void.

8. In the event of a dispute between the City and the Owner regarding the

sufficiency of any improvements performed as contemplated hereunder as to whether said improvements have been performed in accordance with the plans and specifications approved by the City and otherwise in conformance with the program and design requirements, the determination of the City of Clinton shall be conclusive.

9. The Owner, and each of them if more than one, jointly and severally, agree to indemnify, defend and hold the City harmless of and from all liabilities and claims of liability arising out of this Agreement, including but not limited to claims arising out of the construction work to be performed, and the relationships between the Owner and the Owners' contractors.

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois and any action arising out of this Agreement shall be instituted and maintained exclusively in the Circuit Court of the Sixth Judicial Circuit, DeWitt County, Illinois, which shall have exclusive jurisdiction over the parties and the subject matter of such litigation

11. This Agreement shall be effective immediately upon execution by the last of the parties hereto to execute same.

IN WITNESS WHEREOF, the parties hereto have made, executed and delivered this Agreement the days and dates hereafter provided.

DATED _____

DATED _____

CITY OF CLINTON, ILLINOIS

OWNER:

By

ATTEST:

City Clerk

Address

City, State, Zip

(CORPORATE SEAL)