

SUMMARY OF WORK

I. DESCRIPTION

A. WORK INCLUDED

1. The project entitled, District Heights Commercial Façade and Infrastructure Improvement, is for the exterior redevelopment of an existing commercial strip in the city of District Heights, MD. The existing commercial facades will be refinished with light-gauged steel framing back-up ground-faced masonry, and exterior insulated finish system (E.I.F.S). The new facility will provide limited site development to include furnishings, security lighting, paving, parking, and striping in the 6300 - 6342 block area of Marlboro Pike, District Heights, MD 20747.
 - a. Work will consist of the following:
 - (1) Exterior Façade Work 4500 sf.
 - (2) Commercial Storefront 3130 sf.
 - (3) Fabric/Canvas 350 lf.
 - (4) Exterior Painting 4000 sf.
 - (5) Providing parking compound upgrade to the site to include parking, security lighting, and furnishings.
 - (6) Provide necessary storm water management as required.

B. EXISTING CONDITIONS

1. At the time of commencement of work, the existing building is assumed to be in structurally sound condition, free from cracks and leaks and all electrical, heating and air conditioning.
2. Before commencing work, the Owner, Architect, Contractor and all interested Subcontractors shall inspect the existing buildings and Contractor shall prepare a list of all defects or inoperative systems which shall be signed by all parties and retained by the Architect. Upon completion of the Work, all defects not recorded upon this list shall be assumed to be damaged due to the Contractor's operations and shall be repaired, replaced or marked operative by the Contractor at his expense.

C. COMMENCEMENT, POSSESSION, SCHEDULING AND COMPLETION OF THE WORK

1. At all times, the Contractor shall take all reasonable and legal precautions to provide for the safety of the buildings' occupants and customers.

END OF SECTION

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I. DESCRIPTION

A. WORK INCLUDED

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END OF SECTION

CITY OF DISTRICT HEIGHTS
FACADE AND INFRASTRUCTURE IMPROVEMENT
AGREEMENT

This Agreement, made this ____ day of _____ 2007, by and between the City of District Heights (hereinafter called "District Heights") and _____ (hereinafter called "property owner") owner(s) of property located at ____ Marlboro Pike in the City of District Heights, Maryland.

WHEREAS, District Heights has received grants from the U.S. Department of Housing and Urban Development-Economic Development Initiative-Special Projects Grant, the State of Maryland-Community Legacy Program, and the Prince George's County-Community Development Block Grant, to implement a facade and infrastructure improvement program for the 6300 through 6342 block area of Marlboro Pike.

WHEREAS, the property owner(s) has/have applied for, and has/have been approved as the recipient(s) of a grant to be made by District Heights using Economic Development Initiative-Special Projects Grant, Prince George's County Community Development Block Grant, and the State of Maryland, Community Legacy Program funds in accordance with the U.S. Department of Housing and Urban Development Federal regulations, Prince George's County and the State of Maryland, which grant is to be used to cover the cost of executing a comprehensive facade treatment program aimed at correcting physical blight by improving storefront design and project site infrastructure.

WHEREAS, the grant between District Heights and Prince George's County Community Development Block Grant, U.S. Department of Housing and Urban Development, Economic Development Initiative-Special Projects Grant, and the State of Maryland, Community Legacy Program, will provide funding for the grant for which the property owner(s) has/have been approved.

Now, therefore, in consideration of the funding provided herein and other good and valuable consideration, the parties hereto agree as follows:

1. District Heights shall make grant funds available for facade improvement work at the property owner's property in accordance with the Summary

of Work outlined in Attachment A to this Agreement. These facade improvement funds shall only be used for work performed by licensed contractors who are properly bonded in the State of Maryland. District Heights expressly reserves the right to require contractors to provide any and all documentation reasonably necessary to demonstrate that the contractor is properly licensed and bonded.

2. District Heights shall make grant funds available for infrastructure improvement work (i.e., parking lot and street furniture) in accordance with the Summary of Work outlined in Attachment A to this Agreement. These infrastructure improvement funds shall only be used for work performed by licensed contractors who are properly bonded in the State of Maryland. District Heights expressly reserves the right to require property owners and/or contractors to provide any and all documentation reasonably necessary to demonstrate that the contractor is properly licensed and bonded.
3. Property owner(s) agrees/agree to permit District Heights to act as escrow agent for the granted funds and to permit District Heights to disburse said funds to contractor(s) assigned to perform the work specified in the Summary of Work outlined in Attachment A to this Agreement in accordance with the procedures outlined below.
4. Upon District Heights' approval of a detailed Summary of Work for the facade treatment and infrastructure improvements by the awarded contractor selected to perform the work by District Heights, District Heights will make disbursement of these grant funds to the contractor as work is completed in accordance to the work plan schedule.
5. The grant shall not become a lien against the property owner's property nor shall the property owner be responsible for the repayment thereof.
6. The property owner(s) agrees/agree that the disbursement of these grant funds to a contractor for work performed constitutes full and complete satisfaction of all of District Heights' obligations to the property owner with regard to any and all facade improvement and infrastructure work at the property owner's property. In addition, the property owner understands that, as for defects in material or workmanship, the sole

recourse for the property owner will be against the contractor who actually performed the work. The property owner expressly waives any and all causes of action, whether based in contract, tort or other legal theory, against the State of Maryland, Prince George's County and/or the City of District Heights.

7. It is hereby understood that there will be no discrimination on the basis of race, color, sex or national origin, in the sale, lease, rental or use of occupancy of the property whose facade and infrastructure is improved with these grant funds.
8. The property owner understands that only work specifically included in the attached Summary of Work is to be performed under this Agreement. No additions, deletions or substitutions can be made in the Summary of Work without expressed prior written approval from District Heights.
9. The property owner understands and agrees that it is the property owner's obligation to maintain the subject property after the work is performed. Subject to ordinary wear and tear, there will be no alterations to the work performed in the Summary of Work absent written consent of District Heights. Additionally, the property owner shall maintain the property in a good, safe condition. If the property owner alters the work performed within the summary of work without the City of District Heights' consent, District Heights shall have the right to require the property owner to remove the alterations which were not otherwise consented to by District Heights. If the property owner refuses to do so, District Heights has the right to correct the alteration and bill the property owner for services rendered.
10. The property owner understands and agrees that to the extent the property improvements contained in the Summary of Work are not maintained in a good, safe condition, District Heights has the right to require the property owner to make said improvements in order for the property to be in a good, safe condition. If the property owner refuses to correct the deficiencies after being given reasonable time to do so, District Heights has the right to correct the condition and bill the property owner for the services rendered.

11. The property owner understands and agrees that this project is subject to the Department of Housing and Urban Development's requirements for "job creation/retention" pursuant to 24 C.F.R. 570.208(4). The property owner understands and agrees that District Heights has the right to interview and request documentation from any individual who may be able to provide information to ensure compliance with the Department of Housing and Urban Development's regulations. The property owner understands and agrees to cooperate with District Heights in providing any and all said information to demonstrate compliance with the Department of Housing and Urban Development's regulations.

Witness

The Honorable James L. Walls, Jr.
Mayor of District Heights

Witness

Property Owner

DATE:

_____, 2007