

WORK AND PAYMENT SCHEDULE

A. WORK SCHEDULE

Work may begin as soon as contract is awarded and be completed on a date agreed upon between the contractor and owner.

1. General Scheduling

Work may be conducted during all hours during the following days (provided there are no noise complaints): **Monday through Sunday, 7:00 AM to 8:00 PM.** All times and conditions of Work must be constant with all Local Ordinances and State Law. A general summary is as follows: The work under this Contract is generally described as: **Restoration or Replication of Façade Element and Brick Repointing at the building located at 256 High Street, Belfast, Maine.**

B. APPLICATION FOR PAYMENT UPON SUBSTANTIAL COMPLETION

1. When the Contractor considers that all Work to be performed under this Agreement is substantially complete and the site ready for its intended use, Contractor shall complete and submit to the Owner a Notarized, signed Application for Payment which denotes that the Work is Substantially Complete.
2. The Application for Payment shall be accompanied by a notarized Contractor's Affidavit signed by the Contractor. Lien waivers must be submitted on or before submission of final payment request.
3. Owner will notify Program Administrator, and within ten (10) days of receipt of the Application for Payment, Program Administrator and/or Code Enforcement Officer will make an on-site inspection of the work to determine the status of completion. If the work is not complete to the Code Enforcement and Program Administrator's satisfaction, Owner will notify the Contractor in writing stating the reasons for incompleteness. This will include a list of all Work items to be completed prior to any reimbursement being made to Owner. Contractor shall make necessary corrections and the Owner will notify Program Administrator, within ten (10) days of receipt of the corrections, Program Administrator and/or Code Enforcement Officer will make an on-site inspection to determine if the Work is complete to their satisfaction.
4. Thirty (30) days after accepting the signed Application for Payment the amount of payment will become due and will be paid by Owner. The Owner will then submit copies of Application for Payment and check written to Contractor for reimbursement by the City of Belfast Business Façade Grant Program.

5. **However, payment will not be made until lien waivers are received.**
6. A 10% retainer will be withheld until final project approval is obtained by the property owner and the City of Belfast.

C. WAIVER OF CLAIMS

The making and acceptance of reimbursement to Owner will constitute a waiver of all claims by Owner against Program. Owner will be totally responsible for dealing with Contractor for claims arising from *defective* work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein.