Attachment B - Sample Rehabilitation Agreement

REHABILITATION AGREEMENT

This Rehabilitation Agreement ("**Agreement**"), is made this __ day of _____, 20___ ("**Effective Date**"), by and between **<Full Name>, <a single, married, widowed, divorced>** person, ("**Homeowner**"), and **<Full Entity Name of Contractor>** ("**Contractor**"), (collectively, "**Parties**"), for the purpose of Contractor making specified repairs to the Homeowner's Property (as hereinafter defined) as agreed to by the Parties for rehabilitation of the Owners' property know as **<Homeowner Full Street Address>** ("**Property**"), which Property is more particularly described as:

<LEGAL DESCRIPTION>

WITNESSETH:

WHEREAS, the City of St. Petersburg, a municipal government corporation (hereinafter referred to as the "**City**"), pursuant to a program established by the City to provide funding for eligible homeowners for rehabilitation projects on their homes (hereinafter, "**Program**"), has agreed to provide certain funding in the form of a mortgage loan to the Homeowner under a separate agreement between the Homeowner and the City; and

WHEREAS, the Contractor was qualified pursuant to the City's RFQ No. 24 -188 (the "**RFQ**") to bid on the scope of work identified by the City and the Homeowner for rehabilitation of the Property utilizing the funding provided by the City; and

WHEREAS, based on the bid provided by the Contractor to the Homeowner, the Homeowner selected Contractor to perform the rehabilitation work; and

WHEREAS, Contractor desires and agrees to perform such work in accordance with the Contract Documents (as hereinafter defined); and

WHEREAS, Contractor agrees to comply with all of the requirements set forth in the RFQ and this Agreement.

NOW, THEREFORE, in consideration of and the foregoing recitals (which are incorporated into this Agreement as an integral part hereof), and the promises and covenants contained herein, the Parties agree as follows:

1. **Contractor Duties.** Contractor shall furnish all material and perform all work to complete the rehabilitation work identified in this Agreement, as may be modified from time to time in accordance with this Agreement, in full and complete accordance with the Contract Documents. For the purposes of this Agreement, "**Contract Documents**" include this Agreement and the following documents, which will be provided to Contractor via the Neighborly Portal: Plans and Specifications; the scope of work, which includes Minimum Quality Housing Standards ("**Scope of Work**"); the Notice of Commencement filed in the Pinellas County public records; the Invitation to Bid; Contractor's submitted Bid Proposal; General Conditions; drawings if needed; all addenda issued prior to the

Effective Date; all subsequent modifications; all Change Orders (as defined hereinafter); and the final inspection report. All additions, deletions or changes to the Contract Documents must be approved by the Homeowner, the Contractor, and the City prior to implementation of any changes. It is the intent of the Contract Documents to include all services and other means necessary, or reasonably implied, for the execution of the Scope of Work and in compliance with the conditions of payment identified herein. Contractor shall not deviate from or alter the Contract Documents without the prior written consent of the Homeowner and prior written approval by the City of such deviation or alteration.

2. **Access to Property**. Homeowner hereby agrees to give the Contractor access to the Property for the purpose of completing the Scope of Work in accordance with this Agreement.

3. **Term.** The term of this Agreement commences on the Effective Date and, unless this Agreement is earlier terminated as provided herein, remains in full force and effect until Final Completion (as hereinafter defined) and the expiration of all warranty periods and the satisfactory completion of all warranty-related work.

4. **Schedule**. After the Contractor receives the Notice of Commencement, Contractor shall commence work within 10 days. Contractor must reach Final Completion within [insert number between 10-90] days after the Notice of Commencement provided to the Contractor. Changes in the Plans and Specifications or the Scope of Work as requested by the Homeowner, or any circumstance not within the Contractor's control may extend the schedule upon written agreement by the Parties. For the purpose of this Agreement, "**Final Completion**" means the status of completion of the Scope of Work which, in the written opinion of the Homeowner and the City as set forth in the final inspection report, is fully satisfactorily completed, so that the entire Scope of Work has been achieved by the Contractor as required under the Contract Documents in accordance with the Specifications.

5. **Cost of Work.** The total contract price for all labor and materials furnished by Contractor to perform the Scope of Work in accordance with this Agreement is the amount identified in the Contractor's **<QUOTE/BID> (i.e., <insert amount>)**, which includes Florida State sales tax ("**Total Contract Price**").

6. **Compensation and Basis for Payment.** Payment will be provided to the Contractor as indicated in paragraph 7 for completed work that is inspected and approved by the Homeowner and the City with authorization to disburse signed by the Homeowner. All building materials and supplies must be incorporated into the Property, and all labor-related work must be finalized prior to Contractor making a request for payment. Contractor may request partial payment in stages of construction after portions of the Scope of Work have been completed and passed inspection by the City. A 5% retainage will be withheld at each stage of construction and disbursed to the Contractor after Final Completion. The amount of each partial payment will be approved by the Homeowner based upon the percentage of work completed in accordance with the Scope of Work, minus the 5% retainage referenced herein.

7. **Method of Payment.** The Parties hereby authorize payments to be made to Contractor by the City; provided that Contractor, prior to requesting payment for the completed Scope of Work or any portion thereof, shall notify the Homeowner that all work has been completed and shall receive written confirmation from the Homeowner that the Homeowner has approved the work. Contractor acknowledges and agrees that Contractor may not be entitled for payment from the City for work that

has not been approved in writing by the Homeowner, unless otherwise determined by the City in its sole and absolute discretion.

8. **Utilities.** Homeowner will provide Contractor with existing utility services, such as water, electric, lighting, and heat necessary to carry out the completion of the Scope of Work at no charge during the entire term of construction.

9. **Inspections.** Homeowner and Contractor will permit the City to enter and inspect all rehabilitation work being performed on the Property without notice.

10. **Insurance.** Contractor shall maintain full Worker's Compensation Insurance coverage as required by the State of Florida for all workers contributing to the execution of the Scope of Work. Furthermore, the Contractor shall procure and maintain the Contractor's Bodily Injury and Property Damage Insurance, including automotive with minimum limits as required by the State of Florida, operations, completed operations and products/liability. Contractor shall list the City of St. Petersburg as additional insured on all policies except for Workers' Compensation. Contractor hereby waives all subrogation rights of its insurance carriers in favor of the City of St. Petersburg. This provision is intended to waive fully, and for the benefit of the City of St. Petersburg, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier. This provision applies regardless of whether the City of St. Petersburg has received a waiver of subrogation endorsement from the insurer. Any modifications to the insurance requirements set forth in this paragraph 10 as required by the City are identified in the Scope of Work.

11. **Liens and Claims.** The Contractor will furnish the Homeowner with an affidavit and release of lien, holding the Homeowner harmless for subcontractors, laborers, and material suppliers for completed work or installed material. Should the Contractor elect to receive partial payments, all affidavits and releases of lien pertaining to fully completed work or installed material must be submitted to the Homeowner with the Contractor's request for partial payments.

12. **Warranty.**

A. Warranty Requirements. Contractor shall provide the Homeowner with a written warranty covering the materials, workmanship, and services provided under this Agreement for a period of at least one (1) year after Final Completion. This warranty is in addition to any manufacturer's guarantees or warranties exceeding this period. The Contractor shall deliver the written statement of warranty along with manufacturers' and suppliers' written warranties covering materials and equipment furnished under this Agreement. The provision of any warranty policy by the Contractor does not relieve the Contractor of is liability under this Agreement. The Contractor will not be held responsible for damages caused by the Homeowner failing to report a defect to the Contractor in a reasonably timely manner.

B. Warranty Claims. In the event a defect is discovered by the Homeowner, the Homeowner must deliver a written notice to the Contractor and the City, describing the defect including the Homeowner's contact information. Contractor shall respond to any warranty-related notices within thirty (30) days for non-emergency defects and twenty-four (24) hours for emergency defects. If the Contractor fails its responsibility to perform under the warranty, any defect that could cause damage if left uncorrected must be addressed by the Contractor

within a reasonable time after the earliest notice, whether the notice was verbal or written. Any damage caused by the Contractor's failure to honor the warranty must be corrected by the Contractor without compensation to the Contractor.

C. Disputes. Any disputes between the Parties related to the Scope of Work or any warranties provided hereunder are subject to the requirements and procedures identified in the City of St. Petersburg's underwriting guidelines applicable to the Program, as may be amended by the City from time to time. The version of the City of St. Petersburg's underwriting guidelines applicable to the Program at the time the dispute arises will govern the dispute.

13. **Clean-Up.** The Contractor will keep the Property broom-clean and clear of debris as work progresses through each day the Contractor is working on the Property. The Scope of Work may require that the Contractor remove lighting fixtures, cabinets, flooring, appliances, windows, equipment and other objects that may serve no future value to the Property. Unless otherwise specifically agreed to in writing between the Contractor and the Homeowner, these items will become the property of the Contractor and will be removed from the Property by Contractor for disposal.

14. **Lead-Based Paint**. In the event the Program utilizes HOME Investment Partnerships ("**HOME**") Program funds, then this Agreement is subject to the applicable regulations promulgated in 24 CFR Part 35 related to lead-based paint poisoning prevention in certain residential structures. Accordingly, Contractor shall comply with all applicable requirements of 24 CFR Part 35, which may include but are not limited to following lead-safe work practices, performing interim control measures for lead-based paint hazards, or performing abatement of lead-based paint hazards. Contractor is responsible for any fines, penalties or costs associated with any failure to comply with 24 CFR Part 35 in connection with this Agreement.

15. **Termination of Agreement.** The Homeowner may terminate this Agreement if Contractor or its subcontractors violate any provisions of this Agreement. The Homeowner must provide the Contractor with written notice of the Homeowner's intention to terminate this Agreement, which written notice must contain the reasons for termination. This Agreement will terminate after the expiration of ten (10) days following the date the written notice of termination is delivered to the Contractor unless, within the ten (10) day cure period, the Contractor has taken corrective action to cure the deficiencies that led to the Homeowner's intention to terminate this Agreement. In the event of termination, the Homeowner may, for the purpose of completing the Scope of Work, take over the work by entering into a subsequent contract. In such case, the Contractor will be liable to the Homeowner for any costs in excess of the Total Contract Price. The Contractor agrees to relieve this liability by providing to the Homeowner an amount equal to the excess expenses incurred.

16. **Excusable Delays.** The right of the Contractor to proceed may not be terminated nor will the Contractor be charged with damages for any excusable delays due to the following: acts of government due to national emergency; acts of God; acts of public enemies of government in either its sovereign or contract capacity; fires; floods; epidemics; quarantine restrictions; strikes and/or severe weather. Stop work orders for code violations are not excusable reasons for delay. Within a reasonable time, the Contractor shall give notice to the Homeowner of any expected delays. Upon the basis of the facts and the terms of this Agreement, if the delay is found properly excusable, the Homeowner and the Contractor shall execute a Change Order extending the time for Scope of Work completion for a period commensurate with the period of the excusable delay.

17. **Assignment.** The Contractor shall not assign this Agreement without written consent of the Homeowner and written approval from the City.

18. **Severability.** In the event any provision or portion of this Agreement (including any Contract Document) is found to be invalid or unenforceable, then such provisions or portion thereof must be performed in accordance with applicable Laws (as hereinafter defined). The invalidity or unenforceability of any provision or portion of this Agreement (including any Contract Document) will not affect the validity or enforceability of any other provision or portion of this Agreement.

19. **Modifications**. The Agreement may be amended only in a writing executed by the Parties. Any additions, deletions, or modifications to the Scope of Work must be effectuated through a written document describing the addition, deletion, or revision of the Scope of Work, and any accompanying reallocation of costs, if applicable, must be executed by the Homeowner and Contractor and approved by the City ("**Change Order**"). Any increase in the Total Contract Price may be made only to the extent the City determines the increase to be necessary to comply with City of St. Petersburg City Code requirements or to remedy an issue related to health or safety. In no event may an increase in the Total Contract Price exceed [insert amount not to exceed 20% of the Total Contract Price], and any increase is subject to prior written approval from the City and the Homeowner.

20. **Notices.** All notices, requests, demands or other communication hereunder shall be in writing and will be deemed to have been delivered as of the delivery date appearing upon the return receipt if sent by United States mail, postage prepaid, certified, with return receipt requested at the address listed below or upon the actual date of delivery if hand delivered to the address listed below. Either party may change the address to which notices are mailed by notifying the other party of the change in writing.

<CONTRACTOR>	<HOMEOWNER>
<Address Line>	<Address Line>
<Address Line>	<Address Line>
<Address Line>	<Address Line>

21. **No City Responsibility.** The Parties agree that the City is in no way responsible or liable for any inspection or absence of inspection of the fully or partially completed rehabilitation work or of the Property on which the Scope of Work is performed, and in no event will the City be held liable for the performance or non-performance by the Homeowner or the Contractor under this Agreement.

22. **No Waiver.** No act or omission of the Homeowner, including without limitation any failure to exercise any right, remedy or recourse, may be deemed to be a waiver, release or modification of the same. Any such waiver, release or modification is to be affected only through a written Change Order that is executed in accordance with the provisions outlined in this Agreement.

23. **Integration.** This Agreement embodies the entire understanding of the Parties. No other agreements or understandings related to the subject matter are in effect unless expressly referred to herein.

24. **Governing Law.** This Agreement will be interpreted and construed in accordance with the Laws of the State of Florida.

25. **Compliance with Laws.** The Contractor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue ("**Laws**"), including but not limited to Florida Laws regarding public records. In the event Contractor performs any work that is contrary to any applicable Laws or other requirements, Contractor will bear all related costs, including but not limited to any costs associated with re-performing any work as necessary to ensure compliance with applicable Laws.

26. **Additional Requirements**. In the event any funding source for the work being performed by Contractor (e.g., HOME or State Housing Initiatives Partnership Program ("**SHIP**") funding) contains requirements related to the performance of this Agreement or imposes additional obligations on either party other than what is explicitly contained in this Agreement, those additional requirements and obligations are deemed incorporated into this Agreement as obligations of Contractor and/or Homeowner, as applicable. The Parties agree to fulfill all such obligations and comply with all such requirements as if fully set forth herein.

27. **Permits**. The Contractor shall secure and pay for, at no additional cost to the Homeowner (unless such cost is already included in the Total Contract Price): construction permits, licenses, governmental charges and inspection fees, and all public utility charges which are applicable and necessary for the execution of the Scope of Work.

28. **Acknowledgment related to Temporary or Extended Relocation.** Homeowner acknowledges that Contractor's completion of the Scope of Work may require the Homeowner's household to temporarily relocate from the Property (e.g., termite treatment, insect and rodent control, lead-based paint mitigation, inoperable kitchen and/or restroom facilities and other conditions that may impede the rehabilitation or affect the living conditions of the household). Contractor shall advise the Homeowner in the event relocation is necessary, but Contractor shall ensure that the Scope of Work is completed in a manner that will minimize the amount of time the household must be relocated. In the event relocation is necessary, Homeowner is responsible for the procurement of any alternative housing accommodations that may be needed and is responsible for any other costs and expenses associated with the lack of access to the Property during that period. In the event Contractor fails to complete the Scope of Work within the timeframe required by this Agreement, Contractor will be responsible for all costs associated with the household's continued relocation necessitated by such delay.

29. **Release.** In consideration of the funding being provided by or though the City of St. Petersburg for the Scope of Work, the Parties hereby release, waive, discharge and covenant not to sue the City of St. Petersburg, its City Council or Mayor, the City of St. Petersburg Water Resources Department, any other City of St. Petersburg department or subdivision, or any City of St. Petersburg employees, servants, representatives, officers, agents, volunteers, and successors and assigns (hereinafter collectively referred to as "**Releasees**"), for any claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever, including but not limited to personal injury, property damage or wrongful death, whether caused by the sole, contributory or gross negligence of Releasees, or otherwise, arising out of or in connection with (i) work performed as part of the Scope of Work or otherwise performed in relation to this

Agreement, including inspection of the rehabilitation work, (ii) any negligent or intentional acts or omissions of either of the Parties, or (iii) any other matter arising out of or related to the Scope of Work or this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

HOMEOWNER:

Printed/Typed Name:_____

Signature:_____

Telephone Number:_____

Mailing Address, if different from Property Address:
_____

CONTRACTOR:

Date:_____

Printed/Typed Name:_____

Signature:_____

Telephone Number:_____

Mailing Address: _____