

**Bradford County Small Communities
Housing Rehabilitation Standard Agreement**

The Bradford County Small Communities Program (hereinafter called PROGRAM) which is administered by the Department of Community and Economic Development (Hereinafter called DCED) provides funds for Housing Rehabilitation within Bradford County (hereinafter called COUNTY); and

Name: _____ Address: _____

Phone: _____

(hereinafter called OWNER) desires to use the benefits of PROGRAM for the use of rehabilitating OWNER'S property and

Contractor Name: _____ Address: _____

Phone: _____

PA Registration #: _____

The PROGRAM, administered by DCED provides funds for Housing Rehabilitation within Bradford County; and

(Hereinafter called CONTRACTOR) warrants that he is licensed with the state and local municipalities where work is to be performed if applicable and qualified to perform the work specified and required in this agreement (hereinafter called WORK); and COUNTY shall act as escrow agent, and only as such in this agreement.

I. General Conditions

1. Code Inspections, Inc., acting as the Housing Rehabilitation Inspector (hereinafter called INSPECTOR), shall be inspecting WORK to assist OWNER.
2. No WORK shall be done by CONTRACTOR until he has received a signed written Proceed Order from OWNER.
3. OWNER shall issue a signed written Proceed Order within fifteen (15) working days from the date of this Agreement. If OWNER fails to deliver Proceed Order to CONTRACTOR within this fifteen (15) working day period, CONTRACTOR may withdraw from this agreement.
4. CONTRACTOR must begin WORK within fifteen (15) working days from the Starting Date on the Proceed Order. If CONTRACTOR fails to begin within this fifteen (15) day working period, OWNER may terminate this agreement.

5. CONTRACTOR must satisfactorily complete WORK within sixty (60) **[one hundred twenty (120)]** working days from the date on the Proceed Order in accordance with this agreement in good workmanlike and substantial manner.

a. Time is hereby declared to be of the essence in this agreement.

b. In the event that WORK should be interrupted for a period exceeding twenty (20) business days (excluding Saturdays, Sundays and Holidays) without written agreement of the OWNER and INSPECTOR, this agreement shall become null and void and CONTRACTOR shall be liable for any cost above the contract amount to complete the work specified in this agreement; and OWNER and/or COUNTY and/or INSPECTOR shall have no further liability under this agreement under any provision of the law.

6. WORK shall include the furnishing of all labor, materials, equipment, supplies and permits necessary for the satisfactory completion of the improvements specified in the attached Work Write-up.

a. Extent of WORK is described in the Work Write-up including any shown plans (if included) which are attached. This Write-up and the **[booklet Technical Specifications]** describe the materials and workmanship required and are included in every Contract and Sub-Contract awarded for the execution of WORK. The requirements of the Work Write-up shall govern if in conflict with the booklet **Technical Specification**.

b. Changes in Work, including substitution of materials; changes in workmanship; changes in the scope of WORK, which may be proposed as necessary or desirable by CONTRACTOR, shall be in the form of a written Change Order giving the scope of the change and the price difference, and shall be signed by COUNTY, OWNER, CONTRACTOR and INSPECTOR.

c. Workmanship shall be in accordance with the standards of the trades known as “workmanlike manner”.

d. Materials shall be new, of standard grade and in good condition unless otherwise agreed to in writing before their delivery to the work site.

e. Repairs shall be made to all grounds and surfaces damaged by CONTRACTOR resulting from his work at no additional cost to COUNTY or OWNER. Where repair of existing work is specified in the Work Write-up, the specified feature is to be placed in “like new condition” either by patching or replacement, taking into account that old buildings cannot be made “like new”, and that some lines and surfaces must remain irregular, slightly out of level, plumb or square. All damaged, loose or deteriorated parts of wood, metal or plaster shall be removed and replaced and the finished work shall match adjacent work in design and plaster shall be removed and replaced and the finished work shall match adjacent work in design and dimension. Patching and painting shall be made to blend with existing work so that patch is inconspicuous.

f. Inspection of WORK by authorized personnel from COUNTY during normal working hours shall be facilitated by CONTRACTOR and OWNER. All work shall be subject to approval and acceptance of INSPECTOR and OWNER.

g. Payment to CONTRACTOR shall be stipulated in this Agreement and shall govern in all Contracts and Sub-Contracts awarded for execution of WORK.

h. Sub-Contractors shall be bound to the terms and conditions of this agreement insofar as it applies to their work, but this shall not relieve CONTRACTOR from full responsibility to OWNER for the satisfactory completion of all WORK specified in this agreement and he shall not be released from this responsibility by any sub0contractual agreement he may make with others.

i. Bids and Proposals will be submitted at Bidder's risk and OWNER and/or COUNTY reserves the right to reject any and all bids and proposals.

j. Building Codes: All work shall be subject to regulations of all applicable codes and ordinances.

k. Clean-up and removal from the work site of all debris and waste materials resulting from WORK shall be the responsibility of CONTRACTOR, who will, upon completion of WORK, leave the premises in broom clean condition.

l. Occupants of house, during the execution of WORK shall cooperate with CONTRACTOR by timely removal of furniture and personal effects as much as practical from work areas. CONTRACTOR shall make every reasonable effort to protect occupants' possessions, which remain in the work area, from loss or damage.

m. Conflicts in **[Tech Specs]** shall be discussed with INSPECTOR and in all cases his decision shall be final without liability or any grounds of recourse from other parties.

n. General Specifications for all materials and for all construction details shall be in conformance to the current revision of the following documents:

1. Universal Construction Codes
2. Section 8 Housing Quality Standards; DCED Housing Rehab Minimum Standards

o. Access to; Record All records, data and information generated as a result of this agreement in the administration of PROGRAM shall be available for review and inspection by authorized officials of DCED and Authorized Public Officials.

7. CONTRACTOR shall:

a. Furnish evidence of Workman's Compensation Insurance as applicable, and comprehensive public liability insurance coverage protecting OWNER for not less than:

Comprehensive Public Liability:

Bodily Injury, each occurrence	\$500,000
Aggregate	\$1,000,000
Property damage/work performance related; each occurrence.	\$500,000
Aggregate	\$1,000,000

And carry said insurance during the life of this agreement.

Certificates of Insurance MUST be faxed to the Bradford County Office of Planning and Grants at: 570-268-4171, by CONTRACTOR's Insurance Company with Bradford County Housing Rehabilitation Program as the certificate holder.

b. Obtain and pay for all permits and licenses necessary for the completion and execution of all WORK.

c. Perform all WORK in conformance to all applicable local codes and requirements.

d. Keep the premises orderly and in broom clean condition during the course of WORK and remove all debris at the completion of WORK. Materials that have been removed and replaced as part of WORK shall become the property of CONTRACTOR unless otherwise specified in writing.

e. Guarantee WORK for a period of one year from the date of final acceptance of all WORK required by agreement covering **[the workmanship of the CONTRACTOR who is also ultimately responsible for any SUBCONTRACTOR workmanship, the quality of material used therein]**, for a one (1) year period, **[five (5) years for roofs, or for such longer period as may be included in any warranty given by the manufacturer of any material used in the WORK performed hereunder.]**

f. Deliver all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this agreement **as a condition of Partial and Final Payments.**

g. Permit United States Government, Commonwealth of Pennsylvania, COUNTY, or their designated and any representative of OWNER to inspect WORK.

h. Comply with all Equal Opportunity Requirements as outlined in the Small Communities Contract between COUNTY and DCED.

8. CONTRACTOR shall NOT assign this agreement Without the written consent of OWNER,INSPECTOR and COUNTY.

9. **OWNER Shall:**

a. Cooperate with CONTRACTOR to facilitate performance of WORK, including removal and replacement of rugs, removal and/or covering of furniture, and removal of personal possessions as necessary.

b. Permit CONTRACTOR to use, at no cost, existing utilities such as light, heat, power and water as necessary for the execution of and completion of WORK.

c. Provide access to premises during the execution of WORK. **[during normal working hours, specifically understood to be 8:00 a.m. to 5:00 p.m., Monday through Friday. If the CONTRACTOR desires to work additional hours in order to complete a particular work item, etc., specific approval to remain on the premises must be received from the OWNER.]**

10. **OWNER shall NOT** permit changes or additions to this agreement or WORK without written approval of COUNTY, CONTRACTOR, and INSPECTOR.

11. No member or delegate to Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this agreement, proceeds of this grant/loan or to any benefits that may arise from the same. No officer, employee or member of the governing body or the public body who exercises any functions or responsibilities in connection with the carrying out of the project to which this agreement pertains shall have any private interest, direct or indirect in this agreement.

12. CONTRACTOR shall be paid the Contract price in one lump sum amount after WORK is satisfactorily completed. Except as provided by in 13.

13. Partial Payment may be made for 90% of the value of WORK in any 100% completed section of the Work Write-up after the inspection and acceptance by INSPECTOR, provided CONTRACTOR has provided a breakout price for that section of the Work Write-up in CONTRACTOR's original proposal and that breakout price has been accepted by INSPECTOR **or**, if WORK has been substantially completed, but full completion is delayed through no fault of the CONTRACTOR, CONTRACTOR shall receive no more than 90% of the value of completed, inspected and accepted WORK as determined by INSPECTOR, and the remaining money shall remain in escrow with COUNTY for release upon full completion and acceptance of WORK from OWNER.

14. If CONTRACTOR is unable to complete any portion of WORK due to inclement weather, or a delay in material, an extension to the completion date may be awarded, provided it is agreed upon in writing by OWNER, CONTRACTOR, and INSPECTOR.

15. OWNER accepts the proposal submitted by CONTRACTOR and dated: _____ and shall pay CONTRACTOR for performance of this Agreement the sum of \$_____ OR (dollar amount in long hand) _____. Payment shall be made directly from COUNTY Housing Rehabilitation Account to CONTRACTOR with grant funds awarded to OWNER as approved by COUNTY. This agreement embodies the complete representations, rights, duties and obligations of the parties and any prior oral or written agreement not embodied herein shall not be binding upon or inure to the benefit of any parties.

16. DISPUTES THAT MAY ARISE BETWEEN THE CONTRACTOR AND OWNER, WHETHER RESPECTING THE TRUE MEANING OF ANY PROVISION OF THE CONTRACT DOCUMENTS, OR THE VALUE OF WORK, ADDED OR DELETED BY CHANGE ORDER, OR THE VALUE OF ANY WORK COMPLETED, OR ANY LOSS SUSTAINED BY OWNER OR CONTRACTOR, SHALL BE SUBMITTED TO BINDING ARBITRATION IN ACCORDANCE WITH THE FOLLOWING PROCEDURE WITHOUT LIABILITY TO THE COUNTY REHABILITATION PROGRAM OR THE INSPECTOR.

A. OWNER AND CONTRACTOR SHALL EQUALLY SHARE THE COST OF ARBITRATION.

B. OWNER AND CONTRACTOR SHALL EACH DESIGNATE ONE ARBITRATOR IN WRITING AND THOSE TWO DESIGNATED ARBITRATORS SHALL, TOGETHER, SELECT A THIRD ARBITRATOR.

C. IN THE EVENT THAT ONE PARTY DESIGNATES HIS ARBITER IN WRITING TO THE OTHER PARTY, THE OTHER PARTY MUST DESIGNATE HIS ARBITER IN WRITING WITHIN TEN (10) WORKING DAYS THEREOF OR BE DEEMED TO BE IN DEFAULT IN THE ARBITRATION..

D. IN THE EVENT THAT THE DESIGNATED ARBITERS ARE UNABLE TO AGREE ON A THIRD PARTY, THEN THE APPLICATION OF EITHER PARTY SHALL BE SUBMITTED TO THE PRESIDENT JUDGE OF THE COUNTY, AND SAID JUDGE SHALL APPOINT THE THIRD ARBITER.

E. THE DECISION OF THE ARBITRATORS SHALL BE FINAL AND CONCLUSIVE.

17. OWNER shall have the right to Terminate this Agreement only if CONTRACTOR is adjudged bankrupt, makes a general assessment to his creditors, is subject to a receiver being appointed, fails to make prompt payment to subcontractors or materialmen, or fails to perform under the provisions of this Agreement. OWNER, upon seven (7) working days notice, to CONTRACTOR that sufficient cause exists to terminate this Agreement, may terminate said Agreement. CONTRACTOR shall be fully paid, upon inspection, approval and acceptance of INSPECTOR and OWNER, for WORK satisfactorily completed.

18. OWNER and CONTRACTOR agree to hold and hold harmless and indemnify COUNTY and INSPECTOR from any and all loss, cost or damage of every kind, nature or description arising under this agreement from any source whatsoever.

19. This agreement, including original proposal of CONTRACTOR, Contract Work Write-up, Drawings and Plans (if included) and Technical Specifications, becomes effective and binding upon CONTRACTOR when accepted by OWNER by signature in the space provided for acceptance by OWNER.

Contractor:

Date:

Owner:

Date:

Witness/Co-Owner

Date:

Homeowner Co-pay Notice:

If you have been determined to owe a family co-pay you will have been notified of the percentage of that co-pay once your application and financial information has been verified and processed. At that time your co-pay % was found to be _____%.

Your co-pay is due before this contract is signed by yourself and your contractor. The amount of your co-pay is \$_____.

Homeowner applicant signature

Co-applicant signature

Witness signature