

**AGREEMENT**

**BETWEEN  
THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA  
AND  
THE WEST FLORIDA REGIONAL PLANNING COUNCIL**

**Implementation of Community Redevelopment Area Residential Property Improvement Program**

This agreement entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2017 by and between The Community Redevelopment Agency of the City of Pensacola, a public body corporate and politic of the State of Florida (hereinafter referred to as the CRA), and the West Florida Regional Planning Council, a multi-purpose regional entity recognized by the State of Florida (hereinafter referred to as the WFRPC).

**RECITALS**

The CRA was created pursuant to Chapter 163 F.S. to eliminate blight and to implement programs in support of affordable housing.

The CRA has developed the Residential Property Improvement Program (“Program”) in order to carry out its statutory duties in the designated community redevelopment districts.

The CRA is authorized by Chapter 163 F.S to employ technical experts and other agents as it requires to carry out its community redevelopment purposes.

The CRA requires specific professional staff services relating to the implementation of the Program.

WFRPC possesses the necessary qualifications and expertise to perform the services related to implementation of the Program.

The CRA wishes to engage the services of WFRPC and WFRPC wishes to perform the services relating to the implementation of the Program for the CRA.

It is hereby declared to be in the public interest and the purpose of this Agreement that the CRA and the WFRPC jointly pledge their intention to cooperatively seek to implement the Program in the target neighborhood(s) of the designated community redevelopment areas of the City of Pensacola.

**NOW, THEREFORE,** in consideration of the work to be performed and the payment for the performance of the work, and of the mutual covenants herein contained, the WFRPC and the CRA do agree as follows:

**1. WFRPC SERVICES**

- A. The WFRPC will provide professional staff and support services in support of the CRA Residential Property Improvement projects in matters pertaining to the CRA’s target neighborhood area(s).

WFRPC staff will advertise/market the program to target area property owners, certify eligible applicants and verify applicant income by third party verification, submit to the CRA eligible property improvement projects that have met the program guidelines, inspect applicant properties, prepare improvement or rehabilitation work write-ups, develop specifications and cost estimates, bid the work for construction, select and monitor the construction contractor, participate in contract reviews, approve pay requests, perform final inspections and program close-out for all units assisted under this program. WFRPC agrees that all applications are subject to final approval by the CRA Administrator.

- B. This Agreement shall solely encompass Services as specifically described herein.
- C. WFRPC agrees and understands that any additional services beyond those specifically described herein, are not covered by this Agreement, and shall not be performed without an extension or amendment of this Agreement being authorized and approved by the CRA.
- D. WFRPC represents and warrants to CRA that: (i) it possesses the qualifications, expertise and experience required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due CRA, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to CRA; (iii) the personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described herein.
- E. Standard of Care: In providing services under this Agreement, the WFRPC shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

## **2. TERM AND RENEWALS**

This agreement shall commence on the date written above and shall remain in effect for one year, subject to the availability of program funds. This agreement may be renewed upon the mutual consent the parties for up to one (1) one (1) year renewal term (Renewal Term), subject to the availability of program funds.

## **3. COMPENSATION**

- A. Compensation to the WFRPC for all services, including marketing, outreach, application processing, third party income verification, construction monitoring, closeout and documentation shall be nine percent (9%) of the total construction cost of each completed rehabilitation project according to the procedure in Section 4 below. There will be an additional fee paid by CRA to WFRPC of \$300.00 for writeup and inspection that will be invoiced to the CRA per rehabilitation project according to the procedure in Section 4 below.
- B. .

- C. Absent an amendment or extension of this Agreement, compensation for any additional services beyond those specifically described herein, are not included in this compensation and shall only be provided upon a written amendment entered into by CRA and WFRPC.
- D. Payment shall be made within thirty (30) days after receipt of WFRPC's invoice, unless otherwise specifically provided herein, which shall be accompanied by sufficient supporting documentation and shall contain sufficient detail, to allow a proper audit of expenditures, should CRA require one to be performed.

**4. PAYMENT PROCEDURE**

A. Payment to Contractor

- 1. Lump Sum Payment: Construction contracts not exceeding \$5,000 will be paid in lump sum upon written notice to CRA from WFRPC of satisfactory completion of all contract requirements as specified herein.
- 2. Progress Payments: Construction contracts over \$5,000 will be paid in two draws by the CRA to the contractor as follows: 1) 50% will be paid upon written notice to CRA from WFRPC of satisfactory completion of 60% of work, and 2) the remaining 50% will be paid upon written notice to CRA from WFRPC of satisfactory completion of all construction contract requirements as stipulated herein, including approval of the City of Pensacola (or Escambia County) Building Inspections and the CRA.

The CRA shall, issue a check by the 10th of each month for certified invoices received by the 30th of the prior month for the completed rehabilitation work. Checks shall be made payable to the approved contractor and the check shall be mailed directly to the contractor.

B. Payment to WFRPC

At the time a written notice to CRA from WFRPC of an approved draw is submitted to the CRA by the WFRPC for the contractor, an invoice will also be submitted by WFRPC to the CRA for nine percent (9%) of the construction draw amount as payment due to WFRPC. The final payment request submitted to the CRA by the WFRPC will include a \$300 fee for project write-up and inspection of each constructed project.

The CRA shall, issue a check by the 10<sup>th</sup> of each month for certified invoices received by the 30<sup>th</sup> of the prior month. Checks shall be made payable to the WFRPC.

**5. METHOD OF PAYMENT**

The WFRPC will adhere to the following procedures in requesting payment for its services under this Agreement:

- A. If the Agreement is terminated by either the WFRPC or the CRA, the WFRPC shall submit an invoice for any monies due the WFRPC through the date of termination.
- B. The invoice will be signed by the Executive Director of the WFRPC as to its correctness.

- C. The invoice will be accompanied by a progress report, address and owner of each property assisted, specific tasks performed for each property, the estimated property improvement project cost, date of bid and bid award, actual project cost, name of selected contractor and such other documentation as may be required by the CRA.
- E. The CRA may withhold payment of invoices until questions of accuracy and correctness are cleared up to the satisfaction of the CRA or until any omitted reports are received.
- F. All payments for the property improvement work shall be paid by the CRA directly to the contractor following review, written notice of approval and certification of an invoice by the WFRPC. The WFRPC will not be a party to any construction contract, the WFRPC will have no liability for any payment to any contractor, and the CRA will have sole responsibility for payment to the Contractor.

## **6. OWNERSHIP OF DOCUMENTS**

Council understands and agrees that any information, document, report or any other material whatsoever which is given by CRA to WFRPC or which is otherwise obtained or prepared by WFRPC pursuant to or under the terms of this Agreement is and shall at all times remain the property of CRA. WFRPC agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of CRA, which may be withheld or conditioned by CRA in its sole discretion.

## **7. AUDIT AND INSPECTION RIGHTS**

- A. CRA may, at reasonable times, and for a period of up to three (3) years following the date of final payment by CRA to WFRPC under this Agreement, audit, or cause to be audited, those books and records of WFRPC which are related to WFRPC's performance under this Agreement. WFRPC agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final invoice is submitted under this Agreement.
- B. CRA may, at reasonable times during the term hereof, inspect WFRPC's work to determine whether the services required to be provided by WFRPC under this Agreement conform to the terms hereof. WFRPC shall make available to CRA all reasonable access to facilitate the performance of tests or inspections by CRA representatives.

## **8. AWARD OF AGREEMENT**

WFRPC represents and warrants to CRA that it has not employed or retained any person or company employed by CRA to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

## **9. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

WFRPC understands that Agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. CRA and WFRPC agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

## **10. INDEMNIFICATION**

WFRPC agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the City of Pensacola (“City”) and the CRA, their officials, and employees (collectively referred to as “Indemnitees”) from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of person(s) or damage to or destruction or loss of any property arising out of, resulting from, or in connection with but only to the extent caused by (i) the performance or non-performance of the services contemplated by this Agreement which are caused, in whole or in part, by any acts or omissions, of WFRPC or its employees, or sub-contractors (collectively referred to as “WFRPC”), or (ii) the failure of WFRPC to comply with the paragraphs herein or the failure of WFRPC to conform to applicable statutes, ordinances, or other regulations or requirements of applicable governmental authority, federal or state, in connection with the performance of this Agreement. WFRPC expressly agrees to indemnify and hold harmless the Indemnitees, from and against liabilities which may be asserted by an employee or former employee of WFRPC, or any of its sub-contractors, as provided above, for which WFRPC’s liability to such employee or former employee would otherwise be limited to payments under state Workers’ Compensation or similar laws.

## **11. DEFAULT**

If WFRPC fails to comply with the terms or conditions of this Agreement, or fails to perform its obligations hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality, then WFRPC shall be in default. Upon the occurrence of a default hereunder CRA, in addition to all remedies available to it by law, may terminate this Agreement by giving written notice to WFRPC at least five (5) business days prior to the effective date of such termination. WFRPC understands and agrees that termination of this Agreement under this section shall not release WFRPC from any obligation accruing prior to the effective date of termination.

## **12. INSURANCE**

City may, upon reasonable notice, increase or change the required insurance hereunder, in which event WFRPC shall obtain such required insurance within thirty (30) days prior to the date on which the requirements shall take effect. Should the WFRPC fail or refuse to satisfy the requirement of changed coverage, this Agreement may be terminated at the sole discretion of the City.

Before starting and until termination of work for, or on behalf of, the CRA, the WFRPC shall procure and maintain insurance of the types and to the limits specified. The term “City” as used in this section of the Contract is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents. Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the

City, for the City's and the CRA's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

A. Worker's Compensation

The WFRPC shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations required by law. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person -accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease.

B. Commercial General and Automobile Liability Coverage

The WFRPC shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability policy filed by the Insurance Services Office. The City and CRA shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement.

The City and CRA shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **\$1,000,000** per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. The coverage shall be written on occurrence-type basis.

Automobile Liability coverage must be provided which includes bodily injury and property damage arising out of the operation, maintenance or use of owned, non-owned and hired automobiles. Minimum limits of \$300,000 combined single limit must be provided.

C. Certificates of Insurance

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If required by the City, the WFRPC shall furnish copies of the WFRPC's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. The WFRPC shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the WFRPC shall, upon instructions of the City, cease all operations under the Contract until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Risk Management, Post Office Box 12910, Pensacola, FL 32521

D. Insurance of the WFRPC Primary

The WFRPC's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the WFRPC's coverage. The WFRPC's policies of coverage will be considered primary as relates to all provisions of the Agreement.

**13. NO DISCRIMINATION**

WFRPC shall not discriminate on the basis of race, creed, color, national origin, sex, age, or disability, in the performance of this Agreement.

**14. ASSIGNMENT**

This Agreement shall not be assigned by WFRPC, in whole or in part, without the prior written consent of CRA, which may be withheld or conditioned, in CRA's sole discretion.

**15. NOTICES**

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO CRA**

M. Helen Gibson, Administrator  
Community Redevelopment Agency  
City of Pensacola  
222 W. Main Street  
Pensacola, FL 32502

**TO WFRPC**

Austin Mount  
Executive Director  
West Florida Regional Planning Council  
4081 E. Olive Road  
Pensacola, FL 32502

**16. MISCELLANEOUS PROVISIONS**

- A. **Governing Law.** This Agreement is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of this Contract.
- B. **Venue.** Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.
- C. **No Waiver.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

- D. **Severability.** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or City of Pensacola, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- E. **No Other Agreements.** The Parties agree the Contracting Documents contain all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.
- F. **Attorney's Fees.** The prevailing Party in any action, claim or proceeding arising out of this Contract shall be entitled to attorney's fees and costs from the losing Party.
- G. **Necessary Approvals.** WFRPC shall document procurement by the construction contractor(s) of all permits, licenses, and certificates, or any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contracting Documents.

## **17. INDEPENDENT CONTRACTOR**

WFRPC has been procured and is being engaged to provide services to CRA as an independent contractor, and not as an agent or employee of CRA. Accordingly, WFRPC shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of CRA, nor any rights generally afforded classified or unclassified employees. WFRPC further understands that Florida Workers' Compensation benefits available to employees of CRA are not available to WFRPC, and agrees to provide workers' compensation insurance for any employee or agent of WFRPC rendering services to CRA under this Agreement.

## **18. DOCUMENTS OF INCORPORATION**

This Agreement is expressly made subject to all exhibits hereto, to the exhibits, provisions, requirements, applicable federal, state and local laws, rules and regulations as of the effective date herein, and to applicable requirements, whether federal, state or local, verbal or written, placed upon CRA. All of the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

## **19. ENTIRE AGREEMENT**

This instrument and its exhibits constitute the sole and only Agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior Agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

## **20. COUNTERPARTS**



**Attachment "A"**

**PUBLIC RECORDS:** Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

**IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, [PUBLICRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**

## **EXHIBIT “A”**

### **SCOPE OF WORK**

West Florida Regional Planning Council Staff shall be paid for services at a rate of nine percent (9%) of the total construction cost for each CRA approved property improvement project.

The Scope of Services to be provided shall include, at a minimum, the following:

- Advertise/market the program to target area property owners
- Certify eligible applicants, including income verification by third party
- Inspect applicant properties
- Prepare rehabilitation work write-ups
- Develop specifications and cost estimates
- Bid the work for construction
- Conduct contractor pre-bid meetings and site visits
- Select and monitor construction contractors
- Participate in contract reviews
- Review pay requests
- Perform final inspections
- Perform program close-out for all properties assisted under this program.

## **EXHIBIT B**

### **PROGRAM DOCUMENTS**

#### Community Redevelopment Area Residential Property Improvement Program Program Documents List

Program Guidelines  
Application  
Program Funding agreement  
Authorization for Release of Information  
Applicants' Hold Harmless  
Applicant Affidavit  
Eligibility For Rehab Assistance Letter  
Lien Agreement  
Truth in Lending Disclosure  
Right of Recission  
Award of Housing Rehab Contract  
Contract for Housing Rehab Services  
Contractor Liability Agreement  
Contractor Affidavit  
Notice of Commencement  
Contractor's Notice to Proceed  
Final Inspection form

## **RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM GUIDELINES**

1. **GOAL:** The goal of this program is to encourage and support blight removal, affordable housing, and neighborhood revitalization within targeted districts of the designated Pensacola community redevelopment areas by funding improvements to enhance residential properties.
2. **TYPE OF ASSISTANCE:** The program offers a zero percent (0%) interest, Deferred Payment Loan secured by a lien agreement. Eligible property owners whose household income is equal to or less than 120 percent of the Area Median Income (AMI), as defined by the most recent HUD Median Income Limits for Escambia County, Florida, may receive funding up to \$35,000 for eligible improvement costs. Property owners whose household income exceeds 120% AMI, or whose property is non-homesteaded at the time of application may receive funding, up to \$17,500 for eligible improvement costs.
3. **FUNDING SOURCE:** City of Pensacola Community Redevelopment Agency (CRA) funds will be used to fund improvements and repairs under this program. Funding is subject to availability and approval under the terms of the program guidelines.
4. **MARKETING & OUTREACH:** The West Florida Regional Planning Council (WFRPC) will lead an outreach campaign, in coordination with the Pensacola CRA staff, to attract interest in the program from residents in the identified areas of eligibility. WFRPC will develop appropriate marketing materials, contact property owners, and identify a communication strategy to bring community awareness to the program.
5. **ELIGIBLE PROPERTIES:** Properties eligible for consideration for this program are residential units within identified target areas. These units may either be owner-occupied or rental properties and may include both single and multi-family dwellings.
6. **ELIGIBLE APPLICANTS:** This program will invite applications from property owners in target areas interested in making exterior and other improvements to their residential properties. Applicants must own the property to be rehabilitated. Types of ownership may include fee simple, including heir or multiple ownership properties (with the notarized written consent of all heirs or owners). Ownership must be verified by official documentation including the following: legal opinion and title letter, copy of property tax bill, or deed. To qualify as an owner-occupied property, applicants must provide proof of homestead exemption or application for homestead exemption.
7. **RENTAL PROPERTIES:** A certified copy of any existing lease agreement must be submitted by the property owner for occupied rental properties and must be certified to the program annually during the term of the loan. Owners of rental property may neither pass through the cost of the funded improvements to tenants nor displace tenants. Should the property owner increase rent(s) by more than five percent (5%) in a given year, the remaining balance of the loan will become immediately due and payable. Owners of rental

properties must execute an assignment of leases, rents and profits agreement with the CRA for the duration of the lien agreement.

8. **EXISTING MORTGAGE:** Applicants must be current on any existing mortgage on the property. A certified letter from the mortgage holder will be requested as documentation. The right is reserved to request additional documentation confirming mortgage status.
9. **TAXES, LIENS AND OTHER CHARGES:** All property tax assessments, levies, license fees, permit fees and other charges levied, assessed, confirmed, or imposed on, or in respect of, or which may be a lien upon the property or upon the rents, issues or income or profits must be paid completely up to date at the time of application. Applicants shall submit evidence of payment as requested. Taxes may be verified by: 1) property tax payment receipt from the City/County, or 2) affidavit certifying payment or mortgage statement from lender saying taxes are completely paid.
10. **PROPERTY INSURANCE:** Program participant must have, maintain and provide proof of homeowner's insurance in accordance with the requirements of the funding agreement. Program participant shall name the CRA as a certificate holder on all required insurance policies and shall renew the required policies on an annual basis until the lien is satisfied or released.
11. **COMPLIANCE WITH CITY REGULATIONS:** Prior to project completion the property must be clear of any care of grounds violations. Compliance with any applicable exterior design guidelines is required.
12. **ELIGIBLE REPAIR AND IMPROVEMENTS:** Eligible rehabilitation activities include, but are not limited to, the following:
  - Structure cleaning, exterior painting, re-siding, or refinishing (Low maintenance improvement options should be selected. Colors must be selected from an approved palette.
  - Doors (including kick plates, hardware upgrades, and storm doors)
  - Windows
  - Roofing (including eaves and overhangs)
  - Landscaping and irrigation
  - Exterior lighting
  - Fencing
  - Porch repair/replacement
  - Drain fields
  - Eaves and Overhangs
  - Shutters
  - Paving areas facing the street (such as driveways)
  - Foundation work
  - Design and technical assistance

Additional structural and interior repairs and improvements may be approved for eligibility, subject to inspection and fund availability. Permit fees may be included in the total project cost.

- 13. **FUNDING LIMITATIONS:** The maximum amount available for each home is \$35,000 (for HH Income of 120% AMI or less) or \$17,500 (for HH Income greater than 120% AMI or Rental Properties).
- 14. **FORM OF ASSISTANCE:** Grantees will receive a Deferred Payment Loan secured by a lien agreement on the property. The loan is forgiven in full at the expiration of the lien period and no payment is required on the loan unless: any or all of the funded improvements are modified, altered, removed, or demolished, the property is sold, transferred, demolished or assigned, converted to 100% non-residential use, directly or indirectly encumbered, pledged, or conveyed, the owner fails to maintain the property, unresolved code violations occur, or rents are increased by more than 5% per year during the lien period.
- 15. **TERM:** Liens are for a term of three (3) years for owner-occupied properties and five (5) years for rental properties, and are forgiven on a daily basis over the course of the full indenture period for such property type. A violation of the terms of the lien shall be a default, and in that event all unforgiven sums shall be immediately due and payable.
- 16. **ASSUMABILITY:** In the event of the death of the original grantee or sale of the property prior to the expiration of the date determined in the lien agreement, the amount of the loan or any remaining prorated balance shall be repaid.
- 17. **HOW TO APPLY:** Interested property owners should contact the West Florida Planning Council for determination of eligibility. An inspection of the property will be scheduled to determine the scope of work needed. Applications will be considered on a first come first served basis.

**18. PROGRAM PROCEDURES**

a) **Application**

To apply for funding under the Residential Property Improvement Program, prospective applicants shall submit a Program Application and supporting documentation to the office of the West Florida Regional Planning Council (WFRPC). Upon preliminary review, WFRPC staff will provide notice of eligibility determination. Eligible applications will be scheduled for an initial inspection to determine the scope of work needed.

<b>Required Documentation</b>	
<i>Owner-Occupied Properties</i>	<i>Rental Properties</i>
Property Deed, Property Tax Bill or Legal Opinion and Title Letter Establishing Legal Ownership*	Property Deed, Property Tax Bill or Legal Opinion and Title Letter Establishing Legal Ownership*
Copy of Homestead Exemption or Homestead Exemption Application	Lease Agreement (Certified Copy)
Income Verification Documentation (See below)	Income Verification Documentation (See below)

Proof of Paid Taxes: Property Tax Payment Receipt or Affidavit Certifying Payment or Mortgage Statement from Lender saying Taxes are Paid	Proof of Paid Taxes: Property Tax Payment Receipt or Affidavit Certifying Payment or Mortgage Statement from Lender saying Taxes are Paid
Any other documentation as requested.	Any other documentation as requested.

\*Properties owned by multiple parties must provide a notarized affidavit from all legal owners consenting to program participation.

Applicant(s) must submit income/employment verification for all household members 18 years or older or signed statement indicating unemployment, and describing source of financial support. All financial and asset income will be verified by a third party within 120 days.

**Acceptable forms of documentation include:**

- Pay stub issued within the past three (3) months containing pay period, and/or pay frequency, and rate of pay and/or;
- Federal Income Tax Return from the previous tax year and/or;
- Social Security Administration Letter/Statement issued within the past twelve (12) months containing current benefit amount and/or;
- SSI Letter/Statement issued within the past twelve (12) months containing current benefit amount and/or;
- Retirement, Pension and/or VA Payment Letter/Statement and/or;
- Proof of all other sources of income including workers compensation, alimony, child support, interests, and/or dividends, overtime, bonuses, etc.

*No member, officer or employee of the City of Pensacola, CRA or its designees or agents, no member of the City Council of the City of Pensacola, and no other public official of such locality who exercises any functions or responsibilities with respect to the Program during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Program.*

**b) Initial Inspection**

A Rehabilitation Inspector will schedule and conduct an initial inspection of the home with the property owner present to develop an initial scope of work and itemized cost-estimate. Design and color selection options for cosmetic project improvements may be recommended for the property owner’s selection. If a recommendation is provided, colors must be selected from the recommended palette.

The Rehabilitation Inspector will document the inspection with detailed photographs.

A bid proposal form will be attached to the approved work write-up, which constitutes an official bid packet.

**c) Funding Approval**

Once the required Program Application, supporting documentation, cost estimates, and contractor documentation have been sufficiently submitted, the CRA's Assigned Program Administrator will review the completed application package for funding approval.

Upon approval, the applicant shall provide proof of the required insurance and execute a Program Funding Agreement which establishes the terms, conditions and requirements of program participation, Lien Agreement, and all other applicable contractual forms as may be required.

Following execution of the required documents, WFRPC shall issue a Notice to Proceed.

**d) Insurance Requirements**

The participant shall be required to keep all buildings and improvements on the property insured against loss or damage by fire or other such risks and matters as defined within the Funding Agreement and shall furnish proof of adequate hazard insurance on the property prior to project commencement.

During the lien period, the participant must have, maintain and provide proof of the required insurance. The participant shall name the CRA as certificate holder on all insurance policies required under the agreement, and shall renew the required policies on an annual basis until the lien is satisfied or released.

<b>Required Documentation</b>
Proof of Insurance (See Funding Agreement for Full Details)
Submit Insurance Renewals to CRA During Lien Period

**e) Lien Agreement/Closing**

Funding provided by the CRA pursuant to this program shall be secured by a zero interest deferred loan, forgivable over a three (3) or five (5) year period, as determined by applicant income and the property type, and measured from the date of execution of the Lien Agreement.

If at any time during the loan term, the participant fails to comply with the terms of this program then the remaining prorated share of the loan shall become due and payable to the CRA within thirty (30) calendar days.

**f) Contractor Selection**

Once the bid packet is compiled, bids will be solicited from a list of pre-approved licensed and insured contractors. An award will be made to the lowest, most responsive bidder.

Prior to the deadline for submission of bids, the Rehabilitation Inspector will coordinate a pre-bid meeting and site visit with interested contractor(s) to review initial rehabilitation specifications.

Following a bid-opening, WFRPC shall select the lowest, most responsive bidder and shall provide notification of the selected contractor, along with all bids, proof of licensing or registration and insurance coverage to the CRA's assigned Program Administrator.

A conference including the property owner, the Rehabilitation Inspector, and the selected contractor shall be conducted at the home prior to issuance of a Notice to Proceed and execution of the required Program Funding Agreement. Each party shall receive a copy of the contract and scope of work listing all the repairs or improvements to be done. A walk-around of the home will be conducted to ensure that all parties are in agreement with the repairs and improvements to be done.

All proposed improvements and rehabilitation work must comply with the City zoning and building code regulations and other local and state laws and ordinances. The contractor shall be responsible to obtain all applicable permits. The property owner shall not conduct any work or apply for a permit for any project component. Notice to Proceed shall not be issued and work shall not commence prior to execution of the required Program Funding Agreement and Lien Agreement by the property owner.

**19. Project Commencement**

The project shall commence upon Notice to Proceed, and full project completion shall be achieved no more than 60 calendar days following such issuance. If the work is delayed at any time while in progress then the deadline may be extended by written authorization for such reasonable time as the WFRPC/CRA may jointly determine. The participant shall notify the WFRPC in writing of such delay within ten (10) calendar days of its occurrence.

**20. Inspections**

WFRPC will monitor all work in progress.

Change orders submitted by the contractor, shall be approved by WFRPC and executed by the property owner. Change orders shall be limited by the maximum funding amount of \$35,000 (120% AMI/-), or \$17,500 (120% AMI+). Change orders in excess of the allowable funding amounts shall be the responsibility of the property owner.

The contractor may request a draw for 50% of the project cost after 60% of the work has been completed. Disbursement shall be subject to approval by WFRPC.

WFRPC shall conduct a final inspection of all contracted repairs to ensure work was done in accordance with the program terms and applicable rehabilitation standards.

Photographs of the completed project will be taken.

**21. Project Completion/Final Payment**

After the final inspection is completed and all work is approved by WFRPC and the property owner, has submitted an Owner’s Statement of Completion, the-Contractor may submit the necessary documentation and request final payment.

<b>Required Documentation</b>
Completed Owner’s Statement of Completion Form
Completed Contractor’s Affidavit Form for Each Authorized Contractor
Certificate of Insurance Policies (See Program Funding Agreement)

Completed W-9 Form

Upon the receipt of all required documentation and verification of program compliance, a payment request will be submitted to City of Pensacola CRA staff by WFRPC. The CRA will process payment as outlined in the Funding Agreement. Payment of the approved program funds, will be disbursed.

**22. Code Violations**

During the term of the lien period, the property shall not incur any code violations.

**23. Lien Satisfaction**

Upon a finding of satisfactory program compliance, the Lien Agreement will be released. CRA staff will file a Release of Lien in the official records of the Escambia County Clerk of Court, and the loan will be forgiven.

**CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM  
FUNDING AGREEMENT**

THIS AGREEMENT (“Agreement”), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by and between the Community Redevelopment Agency of the City of Pensacola, Florida, whose address is P.O. Box 12910, Pensacola, Florida 32521, a public body corporate and politic of the State of Florida, hereinafter referred to as the “CRA”, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the “Owner.”

**RECITALS**

The CRA administers a Residential Property Improvement Program (“Program”) which was authorized by Resolution No. 02-10, adoption of the Urban Core 2010 Plan and Resolution No. 13-07, adoption of the Westside Community Redevelopment Plan and adoption of Ordinance No. 47-00 as amended by Ordinance No. 15-05, Ordinance No. 34-14 and Ordinance No. 22-17.

The Owner desires to participate within the Program and complies with the Program requirements as hereinafter addressed, to receive funds to be used for the improvement of the property addressed as \_\_\_\_\_, and legally described as \_\_\_\_\_ (“Property”).

The CRA has committed funds to be applied to the costs of improving the facade of the Property, a sum not to exceed \$ \_\_\_\_\_; and

The CRA is responsible only for providing funding within applicable Program Guidelines and is not acting in the capacity of a property improvement finance agency or a property improvement contractor;

In consideration of the mutual covenants and promises contained herein, the Owner and the CRA agree and covenant each with the other as follows:

**SECTION 1. COMPLIANCE WITH PROGRAM.**

The Owner represents and warrants to CRA that Owner meets the requirements for participation in the Program and shall comply with the Program as set forth by the CRA and in the “Program Documents” including but not limited to the Program Guidelines, the Program Application and any affiliated documentation, any CRA-approved plan(s) or drawing(s), the CRA-approved work specifications, award notification letter, addenda issued prior to the execution of this Agreement, and the Lien Agreement that Owner shall execute in conjunction with this Agreement, all such documents attached hereto as Exhibit A and incorporated herein by this reference and any other documents listed in this Agreement, modifications issued after execution of this Agreement, and any other documents required by the CRA, and further warrants and agrees to compliance with the following requirements in this Section, and any other requirements or obligations under this Agreement or the Program.

## **SECTION 2. PROJECT WORK**

The Owner shall enter into legally binding contracts (“Contracts”) with a competent, properly licensed contractors (“Contractors”) to construct the facade improvements (“Project”), upon prior written approval by the West Florida Regional Planning Council (WFRPC), as agent for the CRA, as defined by the plans and specifications approved by WFRPC. The Project under said Contracts shall include the construction and services, including all labor, materials, equipment, and services provided by the Contractors, necessary to construct the Project.

## **SECTION 3. DISBURSEMENTS AND LOAN SECURITY**

- a. Funds for the costs of the Project under the Program and in accordance with the CRA approved plans and specifications, will be payable, based on a percentage of the final project costs as specified in the Program Guidelines or \$ \_\_\_\_\_, whichever is less.
- b. Program funds will not be disbursed until: (1) WFRPC renders written determination that construction of the Project has been satisfactorily completed, (2) the Owner has issued a Statement of Completion, (3) Contractor has delivered to the WFRPC a complete release of all liens arising out of the Contracts covering all labor, materials, and equipment for which a lien could be filed, or the Contractors have issued a bond in an amount needed to satisfy the amount owed for each such lien. Owner acknowledges and agrees Program funds will not be disbursed for Projects that do not fully comply with any of the covenants or agreements contained in the Program Documents, this Agreement or CRA requirements.
- c. Upon the receipt of all required documentation and verification by WFRPC of compliance with the Program Documents and CRA requirements, the CRA will process payment. Documentation should be submitted by the 25th of the month (earlier if 25th falls on a weekend or a holiday) for payment on the 10th of the month. Those submitted after the 25th of the month will be processed for payment on the 10th of the following month.
- d. Owner hereby expressly agrees any monies received from the CRA shall be secured by a lien against the Property, such lien to be forgiven on a daily basis over a ( ) three (3) year/ ( ) five (5) consecutive year period, during which time the Owner shall not cause or allow the Project to be modified, altered, removed or demolished, and shall not cause or allow the Property to be sold, conveyed, transferred, demolished, or converted to one hundred percent (100%) commercial use.
- e. The Owner shall provide to the CRA a security interest in the property being improved by executing the lien documents, and any related documents in the sole discretion of the CRA, against the Property in favor of the CRA.
- f. The Owner hereby expressly agrees Owner shall repay the CRA any monies received, or any remaining unpaid balance of money received from CRA, to the satisfaction of the CRA, upon failure to perform or non-compliance with any of the covenants or agreements contained in the Program Documents, this Agreement, or CRA requirements, due to any cause or omission

whatsoever.

- g. The Owner hereby expressly agrees Owner shall pay all closing costs, fees, or taxes whatsoever, arising in relation to the lien instrument, and all such amounts shall be paid by Owner upon execution of the documents, including, without limit, recording and filing fees. These costs shall be payable from the funding awarded in accordance with the Program Documents.

#### **SECTION 4. NO CRA LIABILITY FOR CONTRACTOR.**

- a. The CRA assumes no liability for any inspection or non-inspection of the Project at any stage. Nothing in this Agreement shall be construed to indicate CRA is providing any warranty or guarantee of the labor, systems, appliances, or materials utilized during the performance of the Project. Performance of warranty services under the Contract Agreements are the sole responsibility of the Owner.
- b. The Owner, by applicable law, shall not exclude from participation or discriminate against any Contractor because of age, race, color, religion, sex, handicap and/or disability, or national origin.

#### **SECTION 5. INSURANCE.**

- a. The Owner shall be required to keep all buildings and improvements on the Property insured against loss or damage by fire or other such risks and matters as defined within the Program Application and this Agreement, and shall furnish proof of adequate hazard insurance on the Property as required prior to the commencement of the funded Improvement Work.
- b. The Owner shall contact his/her insurance carrier prior to the date of commencement of the Improvement Work to notify them of the intended rehabilitation project and determine the insurance adjustments applicable to the Property. During the term of this Agreement, the Participant shall maintain in force the insurance coverage specified.
- c. Owner shall maintain in force at all times, property insurance coverage, which insures the Property against fire, extended coverage and Standard Insurance Office (SIO) defined "Special Perils" of physical damage. The company or companies providing property insurance coverage pursuant to this paragraph shall be qualified to do business in the State of Florida. The Community Redevelopment Agency (CRA) shall be an Additional Insured under such policy with coverage afforded to the CRA which is at least as broad as that provided to the CRA under the policy for the terms and conditions of such policy. The policy must name the CRA as the person to which all payments made by such insurance company shall be paid. The amount of coverage shall be 100% of the replacement cost excluding foundation and site work. The Owner is responsible for the payment of any deductible under the required property insurance policy. Such policy shall contain a Waiver of Subrogation endorsement in favor of the CRA. The Owner agrees to apply any payment made as a result of any insurable loss to the repair or replacement of the Improvements subject to the rights of any Lender or CRA. Required insurance policies shall be documented in Certificates of Insurance. The policies shall contain an endorsement, which provides that the CRA shall be notified at least thirty (30) days in advance of cancellation,

nonrenewal, or adverse change or restriction in coverage. The "Certificate Holder" address should read: CRA, City of Pensacola, Post Office Box 12910, Pensacola, Florida 32521. If the Participant fails to obtain or renew policies, such failure will be deemed a default and may provide cause for immediate termination of this Agreement. If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, the Owner shall give prompt notice thereof to the CRA. Sums paid to the CRA by any insurer shall be retained and applied by the CRA toward payment of the mortgage note in such priority and proportions as the CRA, at its discretion, shall deem proper or, at the discretion of CRA, the same may be paid, either in whole or in part, to the Owner for such purposes as the CRA shall designate.

- d. The Owner will not commit, permit, or suffer any waste, impairment, or deterioration of the Property. Upon failure of the Owner to keep the buildings and improvements on the Property in good condition or repair, the CRA may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured hereby.
- e. The Project must be added to the property insurance covering the premises.
- f. The Owner will be required to pay all the costs, charges and expenses, including reasonable attorney's fees and costs of abstracts of title, incurred or paid at any time by the CRA or its assigns in collecting or attempting to collect the lien or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Owner to promptly and fully perform the agreements and covenants of the instrument or instruments evidencing the lien and this Agreement; and said costs, charges and expenses, with interest thereon at the maximum rate allowed by law, shall be immediately due and payable and secured by the lien.

#### **SECTION 6. CRA ACCESS**

The Owner shall cooperate with the CRA during the full course of the Project to facilitate the completion of the Project. The Owner agrees CRA or its agents shall have access to the Property to inspect the Project at any time for compliance.

#### **SECTION 7. UNKNOWN REHABILITATION WORK**

The Parties acknowledge concealed problems may be discovered as the Project progresses, and as such, the Owner agrees any corrective work items required by such discovery are not covered in the plans and specifications approved in conjunction with the Program. Owner shall provide written notice to CRA of any such discovery. The Owner shall be responsible for payment for any additional work.

#### **SECTION 8. MODIFICATIONS.**

Owner shall not cause or allow additions, deletions or modifications to the final plans submitted as part of the Program Documents or changes to the construction documents, unless such have received prior review and written approval by the WFPRC, and including a written change order signed by the Owner and Contractor. Except in an emergency endangering life or property, failure to receive such approval shall invalidate this Agreement and this Agreement will be deemed null and void.

**SECTION 9. OTHER APPROVALS.**

Owner shall secure and pay for all necessary approvals, easements, assessments and charges required by the Land Development Code of the City of Pensacola for the construction, use, or occupancy of permanent structures or permanent changes in existing facilities.

**SECTION 10. INDEMNIFICATION.**

The Owner shall hold harmless the CRA and the City of Pensacola, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents from any and all claims, suits, actions, damages, liability, and expenses in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this Agreement.

**SECTION 11. TERMINATION.**

Owner agrees that should Owner fail to comply with any term of this Agreement, the CRA may, in CRA's sole discretion, upon seven (7) days of date of written notice to the Owner, wholly suspend or terminate the activities governed by this Agreement and the funds committed for those activities.

**SECTION 12. MISCELLANEOUS PROVISIONS.**

- a. Owner hereby expressly agrees that the Program funding provided under this Agreement does not constitute any activity regulated by Sec. 520.50, et seq., Florida Statutes, and hereby waives any claim or cause of action which may arise under those provisions with respect to the City of Pensacola, the CRA or WFRPC, their officers, employees and agents, whether appointed or elected.
- b. This Agreement shall be governed by the laws of the State of Florida, and venue shall be in Escambia County.
- c. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.
- d. This Agreement is non-assignable by either party and constitutes the entire agreement between the Owner and CRA and all prior or contemporaneous oral and written agreement or representations of any nature with reference to the subject of the agreement are canceled and superseded by the provisions of this Agreement.

**IN WITNESS WHEREOF**, the Owner and CRA have executed or caused these presents to be executed by their respective authorized representatives to be effective as of the day and year first above written.

COMMUNITY REDEVELOPMENT AGENCY OF  
THE CITY OF PENSACOLA

Attest:

\_\_\_\_\_  
Jewel Cannada-Wynn, CRA Chairperson

\_\_\_\_\_  
Ericka L. Burnett, City Clerk

SEAL

LEGAL OWNER(S)

LEGAL OWNER(S)

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2

\_\_\_\_\_  
Witness # 2

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
LEGAL OWNER(S)

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
LEGAL OWNER(S)

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2

\_\_\_\_\_  
Witness # 2

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Print Name: \_\_\_\_\_

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Printed Name: \_\_\_\_\_

Approved as to Content:

Legal in Form and Valid as Drawn:

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M. Helen Gibson, CRA Administrator

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Lysia Bowling, City Attorney

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA  
RESIDENTIAL PROPERTY IMPROVEMENT PROGRA**

Administered by:  
**West Florida Regional Planning Council**  
4081 E. Olive Rd, Ste. A  
Pensacola, FL 32514

(850) 332-7976

**APPLICANT'S HOLD HARMLESS AGREEMENT**

I, we, the undersigned hereinafter called the Applicant(s), do hereby agree to hold the West Florida Regional Planning Council (WFRPC), the Community Redevelopment Agency of the City of Pensacola (CRA), and their respective agents, assigns, and/or employees, harmless from any act regarding rehabilitation and inspection of said premises, and it is further understood and agreed that in consideration for the assistance provided by WFRPC, acting as agent on behalf of the CRA, with respect to the repair and/or improvement of premises, applicant(s) hereby agree(s) to defend, indemnify and hold harmless the WFRPC and the City of Pensacola, their respective agents, assigns, and/or employees from all claims by any person or persons arising from the act or acts of any third person or persons in connection with the rehabilitation and/or demolition of applicant's premises at

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APPLICANT SIGNATURE:	WITNESS:
DATE:	DATE:
APPLICANT SIGNATURE:	WITNESS:
DATE:	DATE:

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**AUTHORIZATION FOR RELEASE OF INFORMATION**

I, \_\_\_\_\_, hereby authorize the Community Redevelopment Agency of the City of Pensacola (CRA) and West Florida Regional Planning Council (WFRPC), to access information pertinent in determining my eligibility (i.e., credit reports, social security benefit information, unemployment compensation records, financial records, employment records, etc.). I understand that this information will be used in connection with the consideration or administration of the CRA's Residential Property Improvement Program.

Applicant/Head of Household Social Security Number: \_\_\_\_\_

\_\_\_\_\_  
Applicant/Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse/Other Adult Household Member

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_



**CONTRACTOR'S AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared this day the undersigned \_\_\_\_\_, who being duly sworn, deposes and says:

That heretofore \_\_\_\_\_, as owner and the undersigned, \_\_\_\_\_, as contractor, entered into a certain agreement whereby the undersigned contracted to improve for owner a dwelling upon the following described land situate, lying, and being in the County of Escambia, State of Florida, more particularly described as follows, to-wit:

That said project has been duly completed and said contract entirely performed and final payment under said contract has become due to the undersigned by the Community Redevelopment Agency of the City of Pensacola (CRA), and this statement is given, under oath, in compliance with the Florida Mechanic's Lien Law to enable the undersigned to obtain final payment from the CRA; that all lienors (to include, without limitation, laborers, materialmen and subcontractors) employed on or in connection with said project and under and/or in connection with said contract, have been paid in full except as follows (if none, so state):

That the undersigned has in no way assigned, pledged or hypothecated said contract, or any amount or amounts due or to become due thereunder, or in connection therewith, and gives this affidavit, inter alia, to induce CRA to disburse in whole or in part final acceptance of the above described project.

\_\_\_\_\_  
Contractor

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before the undersigned Notary Public, personally appeared \_\_\_\_\_, who is personally known to me or who has produced identification \_\_\_\_\_ and who did/did not \_\_\_take an oath. Given under my hand and official seal this \_\_\_ Day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

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**CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM**

Administered by:  
**West Florida Regional Planning Council**  
4081 E. Olive Rd Ste. A  
Pensacola, Florida 32514

Phone: (850) 332-7976

**OWNER AFFIDAVIT  
(Every owner on the deed)**

**STATE OF FLORIDA  
COUNTY OF Escambia**

Before me this day personally appeared \_\_\_\_\_, who being duly sworn, deposed as says I am the true owner and have not conveyed or transferred my property interest in any portion of the property.

**TYPED OR PRINTED NAME & SIGNATURE:**

**DATE:**

**STATE OF FLORIDA  
County of Escambia**

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

Personally Known \_\_\_\_\_ or produced the following as Identification:

\_\_\_\_\_

**CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM**

Administered by:  
**West Florida Regional Planning Council**  
4081 Olive Rd Ste. A  
Pensacola, Florida 32514

Phone: (850) 332-7976

**Notice to Applicant**

**RIGHT OF RECISSION**

DEFERRED PAYMENT LOAN UNDER THE CITY OF PENSACOLA CRA RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM

**NOTICE TO APPLICANT:**

**Date of Transaction:**

On the above date you entered into a transaction which may result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three (3) business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund of any down-payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying WFRPC by regular mail or e-mail sent not later than midnight of \_\_\_\_\_.

WEST FLORIDA REGIONAL PLANNING COUNCIL (WFRPC)  
4081 E. Olive Rd Ste. A  
PENSACOLA, FL 32514

You may also use any other form of written notice identifying the transaction if it is delivered to the above address, not later than that time.

**This notice may be used for that purpose herein described by dating and signing below.  
I hereby cancel this transaction.**

**Signature:**

**Date:**

**EFFECT OF RECISSION**

When an applicant exercises his right to rescind under the above paragraph, he is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within 10 days after receipt of a notice of rescission, the creditor shall return to the applicant any money or property given as earnest money, down payment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. Upon the performance of the creditor's obligations under this section, the applicant shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the applicant shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the applicant, at the option of the applicant. If the creditor does not take possession of the property within 10 days after tender by the applicant, ownership of the property vests in the applicant, without obligation on his part to pay for it.

**I ACKNOWLEDGE RECEIPT OF A COPY OF THIS NOTICE OF MY RIGHT OF REFUSAL**

**Signature of Applicant:**

**Date:**

\_\_\_\_\_

**Date:**

**Witness:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM**

Administered by:

*West Florida Regional Planning Council*

4081 Olive Rd Ste. A

Pensacola, Florida 325134

Phone: (850) 332-7976

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**Notice to Applicant  
ELIGIBILITY FOR REHABILITATION ASSISTANCE**

<b>APPLICANT NAME:</b>		<b>DATE:</b>
<b>ADDRESS:</b>		
Based upon your application for loan assistance, through the City of Pensacola CRA Residential Property Improvement Program, I am happy to provide this official notification of eligibility for the following assistance.		
100%	<b>DEFERRED PAYMENT LOAN (DPL):</b> Assistance provided to eligible property owners. A lien is filed against the property with the following stipulations: <ol style="list-style-type: none"><li>1) Homeowner must continue to own and maintain the unit for at least a three-year (3)/ five-year (5) period following rehabilitation.</li><li>2) Providing paragraph 1 above is complied with, the loan is forgiven at a rate of thirty-three and a third percent (33.3%)/ twenty (20%) per year over the three/five-year period.</li></ol>	
West Florida Regional Planning Council		

**CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM**

Administered by:

*West Florida Regional Planning Council*

4081 E Olive Rd Ste. A

Pensacola, Florida 32514

Phone: (850) 332-7976

**TRUTH IN LENDING DISCLOSURE STATEMENT: Deferred Payment Loan**

<b>OWNER'S NAME:</b>	<b>APPLICATION NO.:</b>
<b>RESIDENTIAL PROPERTY IMPROVEMENT LOAN IS SECURED BY LIEN COVERING PROPERTY LOCATED AT (street address):</b>	
<b>LEGAL DESCRIPTION OF SUBJECT PROPERTY:</b>	
<b>NAME OF PUBLIC BODY WHICH ARRANGED THE RESIDENTIAL PROPERTY IMPROVEMENT LOAN AND SECURED THE LIEN:</b> West Florida Regional Planning Council (WFRPC) as agent for Community Redevelopment Agency of the City of Pensacola, Florida	
<b>IMPROVEMENT LOAN AMOUNT: \$</b>	<b>DATE OF TRANSACTION:</b>
<b>ANNUAL PERCENTAGE RATE:</b>	<b>0%</b>
<p><b>REPAYMENT PLAN:</b> If the property owner continues to own and maintain the rehabilitated unit, does not displace current tenants, or increase rents above 5% per year for at least a ( ) three-year (3) period/ ( ) five year period, the loan is forgiven (depreciated) at a rate of ( ) thirty-three and a third percent (33.3%) per year over the three-year (3) period/ ( ) twenty per cent per year (20%) over the five year period. This period begins on the date the Contract for Residential Property Improvement Program Services is executed.</p> <p>If the property is sold, owner(s) and/or their heirs agree to repay that portion of the loan period that remains unforgiven (undepreciated). The unforgiven portion will be paid in a lump-sum from the proceeds of the sale of the improved property.</p> <p>If the property ownership is transferred to a non-eligible recipient, tenants are displaced, or rents are increased by more than 5% in a year, the undepreciated portion will be due and payable.</p> <p>The unforgiven (undepreciated) portion will be calculated as follows: The amount of the loan minus ( ) 33.3%/ ( ) 20% per year depreciation will be divided by the number of days left (undepreciated) from the lien period to determine a cost-per-day amount. The cost-per-day amount will be multiplied by the number of days left to determine the undepreciated amount of the loan to be repaid.</p>	
<b>I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.</b>	
<b>OWNER'S SIGNATURE:</b>	<b>WITNESS:</b>
<b>OWNER'S SIGNATURE:</b>	<b>WITNESS:</b>
<b>DATE:</b>	

**CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM**

Administered by:

*West Florida Regional Planning Council*

4081 E Olive Rd, Ste. A  
Pensacola, Florida 32514

Phone: (850) 332-7976

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**AWARD OF RESIDENTIAL PROPERTY IMPROVEMENT CONTRACT**

DATE:

TO:

FROM:

SUBJECT: Award of Residential Property Improvement Contract for dwelling located at:

Pursuant to your bid on the rehabilitation of the subject dwelling, the WFRPC staff has evaluated bid proposals and specifications concerning the improvement work, and your bid has been selected for contract award.

All related workmanship, materials, and procedures shall comply with the Standard Housing Code and with the project work specifications. When not specifically outlined in the specifications, applicable Florida Building Codes 2014 shall govern the rehabilitation work.

Prior to actual commencement of construction, contracts must be executed by the Owner(s), the Contractor, and the City of Pensacola CRA. Further, WFRPC, shall act as contract agent for the City of Pensacola CRA. WFRPC staff will be in contact with you soon to work out the details of this contract.

If you have any questions, please contact WFRPC, 4081 E Olive Rd, Ste A, Pensacola, Florida, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Thank you for your cooperation in this matter.

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**CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM**

Administered by:  
**West Florida Regional Planning Council**  
4081 E Olive Rd Ste. A  
Pensacola, Florida 32514

Phone: (850) 332-7976

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**CONTRACTOR LIABILITY AGREEMENT (LLC)**

"I/We, the undersigned, hereinafter called the contractor/sub-contractor, do hereby agree to defend, indemnify, and hold harmless the City of Pensacola, Florida, the Community Redevelopment Agency of the City of Pensacola, Florida, its designated agent, the West Florida Regional Planning Council; and their respective employees, directors, agents, or representatives in respect to work to be performed at address: \_\_\_\_\_, from all claims by any person or persons arising from the act or acts or any third person or persons in connection with the rehabilitation of applicant's premises.

**CONTRACTOR**

**COMMUNITY REDEVLOPMENT AGENCY OF  
THE CITY OF PENSACOLA, FLORIDA**

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
P.C. Wu, CRA Chairperson

By \_\_\_\_\_  
Member

\_\_\_\_\_  
City Clerk, Ericka L. Burnett

\_\_\_\_\_  
(Printed Member's Name)

Approved As To Substance:

By: \_\_\_\_\_  
Member

\_\_\_\_\_  
Department Director/Division Head

\_\_\_\_\_  
(Printed Member's Name)

Legal in form and valid as drawn:

(SEAL)

\_\_\_\_\_  
City Attorney

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**CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM**

Administered by:  
**West Florida Regional Planning Council**  
4081 E Olive Rd Ste. A  
Pensacola, Florida 32514

Phone: (850) 332-7976

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**CONTRACTOR LIABILITY AGREEMENT (Corporation)**

"I/We, the undersigned, hereinafter called the contractor/sub-contractor, do hereby agree to defend, indemnify, and hold harmless the City of Pensacola, Florida, the Community Redevelopment Agency of the City of Pensacola, Florida, its designated agent, the West Florida Regional Planning Council; and their respective employees, directors, agents, or representatives in respect to work to be performed at address: \_\_\_\_\_, from all claims by any person or persons arising from the act or acts or any third person or persons in connection with the rehabilitation of applicant's premises.

**CONTRACTOR**

**COMMUNITY REDEVELOPMENT AGENCY OF  
THE CITY OF PENSACOLA, FLORIDA**

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
P.C. Wu, Chairperson

By \_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk, Ericka L. Burnett

\_\_\_\_\_  
(Printed President's Name)

Approved As To Substance:

Attest \_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Department Director/Division Head

Legal in form and valid as drawn:

(CORPORATE SEAL)

\_\_\_\_\_  
City Attorney

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**CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM**

Administered by:  
**West Florida Regional Planning Council**  
4081 E Olive Rd Ste. A  
Pensacola, Florida 32514

Phone: (850) 332-7976

**NOTICE OF COMMENCEMENT**

**TO WHOM IT MAY CONCERN:**

The undersigned hereby gives notice that improvements will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this **NOTICE OF COMMENCEMENT**.

<b>DESCRIPTION OF PROPERTY TO BE IMPROVED:</b>	
<b>GENERAL DESCRIPTION OF IMPROVEMENTS:</b> Residential Property Improvements	
<b>OWNER AND ADDRESS:</b>	
<b>OWNER'S INTEREST IN PROPERTY:</b> Fee Simple	
<b>NAME AND ADDRESS OF FEE SIMPLE TITLE HOLDER (if other than owner):</b>	
<b>NAME AND ADDRESS OF CONTRACTOR:</b>	
<b>CONTRACTOR'S PHONE NUMBER:</b>	<b>SURETY/AMOUNT OF BOND:</b> NONE
<b>LENDER AND ADDRESS:</b>	CRA of the City of Pensacola c/o West Florida Regional Planning Council 4081 E Olive Rd Ste A, Pensacola, Florida 32514, Phone: (850) 332-7976
<b>PERSON(S) WITHIN THE STATE OF FLORIDA DESIGNATED BY OWNER UPON WHOM NOTICES OR OTHER DOCUMENTS MAY BE SERVED AS PROVIDED BY SECTION 713.13(1)(A)7, FLORIDA STATUTES:</b> West Florida Regional Planning Council, 4081 E Olive Rd Ste. A, Pensacola, Florida 32514, Phone: (850) 332-7976;	
<b>IN ADDITION TO HIMSELF OR HERSELF, OWNER DESIGNATES, _____ OF _____ TO RECEIVE A COPY OF THE LIENOR'S NOTICE AS PROVIDED IN SECTION 713.13(1)(b), FLORIDA STATUTES.</b> <b>PHONE NUMBER:</b> _____ <b>FAX NUMBER (Optional):</b> _____	
<b>EXPIRATION DATE OF NOTICE OF COMMENCEMENT:</b> ONE (1) YEAR FROM THE DATE OF RECORDING	
<b>OWNER'S SIGNATURE:</b>  _____ Owner	<b>OWNER'S SIGNATURE:</b>  _____ Owner
<b>STATE OF FLORIDA</b> <b>County of Escambia</b>  Before the undersigned Notary Public personally appeared _____, who produced _____ as identification and who did take an oath. Given under my hand and official seal this ____ day of _____, 201__.	
_____ Notary Public - State of Florida	

**CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM**

Administered by:

*West Florida Regional Planning Council*

4081 E Olive Rd Ste. A

Pensacola, Florida 32514

Phone: (850) 332-7976

**CONTRACTOR'S NOTICE  
TO PROCEED**

**ON RESIDENTIAL PROPERTY IMPROVEMENTS**

<b>DATE OF NOTIFICATION:</b>	
<b>TO Contractor:</b>	
<b>ADDRESS OF DWELLING TO BE IMPROVED:</b>	
<b>START DATE:</b>	<b>COMPLETION DATE:</b>

<p>The above named Contractor, is authorized to begin work on the Residential Improvement work at the above named location. All work will be done as specified in the Contract for Residential Property Improvement Services and the attachments thereto. Work will proceed on this job within 7 days from the date of notification, unless otherwise specified. All work shall be completed within sixty (60) days from the start date.</p> <p>Prior to beginning construction, all permits, licenses, and insurance required by the City of Pensacola and State of Florida shall be obtained by the Contractor.</p>
<b>WEST FLORIDA REGIONAL PLANNING COUNCIL:</b>
<b>HOMEOWNER:</b>

**CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM**

Administered by:  
*West Florida Regional Planning Council*  
4081 E Olive Rd Ste. A  
Pensacola, Florida 32514

Phone: (850) 332-7976

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**CONTRACT FOR RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM SERVICES**

This agreement is made the \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between \_\_\_\_\_, hereinafter referred to as the "Owner" and \_\_\_\_\_, hereinafter referred to as "Contractor," with the West Florida Regional Planning Council (WFRPC), hereinafter referred to as the "WFRPC," acting as agent for the Community Redevelopment Agency of the City of Pensacola (CRA).

**WITNESSETH**

The Owner does hereby employ the Contractor to do all work and provide all materials, tools, machinery, supervision, etc., necessary for the improvement of the property described as: \_\_\_\_\_ located at: \_\_\_\_\_ for the total sum of \_\_\_\_\_ all in accordance with the estimate, plans, and specifications which are attached hereto as Exhibit "A" and expressly incorporated herein by reference and made a part hereof.

**Section 2: Contractor's Workmanship**

The Contractor does hereby agree that he/she will perform the work diligently and in a good workmanship manner, using the materials specified or materials of at least equal quality. Further, he/she will employ artisans with the skills necessary to properly execute said work.

**Section 3: Contractor's Insurance Requirements**

Neither the Contractor nor any subcontractor shall commence work under this contract until all insurance required under this section has been secured and such insurance has been approved by the WFRPC.

**3a) Workmen's Compensation Insurance:** The Contractor shall take out purchase and maintain during the life of this c Contract, Workmen's Worker's Compensation Insurance for all of his/her employees at the site of the project; and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide

Workmen's Worker's Compensation Insurance for all of the latter's employees in accordance with applicable law. This requirement is waived provided the contractor has an approved exemption from the State of Florida. A copy of the exemption shall be provided to the WFRPC.

**3b) Public Liability and Property Damage Insurance:** The Contractor shall purchase and maintain during the life of this contract, such public liability and property damage Commercial General Liability Insurance as shall protect him/her and any subcontractor performing work covered by this contract from claims for damages or personal injury including accidental death, as well as from claims for property damage bodily injury and property damage for premises, operations, products and completed operations, independent contractors and property damage resulting from collapse or underground exposures which may arise from operation under this contract, whether such operation be by himself/herself or by one directly or indirectly employed by either of them; and the minimum limits amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than Twenty-Five Thousand Dollars (\$25,000) for injuries, including accidental death, to any one person; and in an amount of not less than Fifty Thousand Dollars (\$50,000) on account of one accident. Commercial General Liability Insurance with limits of \$300,000 per occurrence and in the aggregate. The coverage shall be written on an occurrence basis and the City of Pensacola, the CRA and the WFRPC shall be listed as additional insureds.

**3c) Builder's Risk Insurance:** During the entire rehabilitation period from issuance of Notice of Orders to Proceed through Homeowner's Release, the Contractor is solely responsible for any property damage which should occur to the dwelling and adjacent property. Therefore, WFRPC recommends that the Contractor obtain a Builder's Risk Insurance Policy prior to issuance of Notice to Proceed.

The Contractor shall provide a Certificate of Insurance to the WFRPC evidencing the above insurance coverages.

### **Section 16: Hold Harmless Provision**

The Contractor and Owner covenant and agree to, and do hereby, indemnify and hold harmless and defend the City of Pensacola ("City") and the CRA and WFRPC their agents, directors, and employees from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this agreement of the work to be performed hereunder.

The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind of character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same. Further, Contractor shall provide for and pay any costs required to legally defend the City of Pensacola, CRA and WFRPC with respect to any actions brought forth in relation to this Contract for Residential Improvement Program Services.

**Section 4: Contractor's Protection of Adjacent Property**

When adjacent property is affected or endangered by any work done under this contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Owner thereof of such hazard.

**Section 5: Contractor's Responsibility for Permits**

The Contractor shall be responsible for obtaining all necessary permits, licenses, and certificates, or any approvals for the work to be performed, and the work being done or any part thereof shall not be deemed completed until same has been accepted as satisfactory by the Owner, City of Pensacola Building Inspections, and WFRPC, as agent for the Community Redevelopment Agency of the City of Pensacola. Work will be completed in accordance with the improvement specifications and plans, the Standard Housing Code, and the Florida Building Code 2014 where applicable.

**Section 6: Assignment of Contract**

The Contractor hereby agrees not to assign or sublet this contract without the written consent of the Owner. The request for assignment shall be addressed to the Owner, c/o WFRPC.

**Section 7: Breach of Contract**

In the event of any breach of this contract, by Contractor, the WFRPC, may at its option engage the services of another contractor to complete the work and deduct the cost of such completion from the amount due to the Contractor hereunder.

**Section 8: Acceptance of Work by Owner**

Upon satisfactory completion of work, the Owner will cause final payment to the Contractor as provided for in Section 11 upon issuance of a written Homeowner's Release.

**Section 9: Contractor's One-Year Surety and Guarantee**

Contractor hereby guarantees the improvements detailed in Exhibit "A" for a period of one year from the date of final acceptance of all work required by this contract. Further, the Contractor certifies that he/she has provided a bond or an irrevocable Letter of Credit from a reputable financial institution acceptable to WFRPC as surety for intentions to complete said warranty provisions.

**Section 10: Contractor's Transfer of Written Warranties to Owner**

Contractor hereby agrees to furnish Owner, c/o WFRPC, all manufacturers' and suppliers' written guarantee/warranty documents covering materials and equipment provided through this contract.

**Section 11: Payment Procedure**

The CRA of the City of Pensacola shall make payment directly to the contractor following written notice to the CRA by WFRPC approving and certifying all invoices. CRA does hereby agree to make payment in accordance with the following conditions:

Lump Sum Payment: Contracts not exceeding \$5,000 will be paid in lump sum upon satisfactory completion of all contract requirements as specified herein.

Progress Payments: Construction contracts over \$5,000 will be paid in two draws by the CRA to the contractor as follows: 1) 50% will be paid when 60% of work is certified completed by the WFRPC, and 2) the remaining 50% will be paid upon completion of all construction contract requirements as stipulated herein, including approval of Owner, Escambia County (or the City of Pensacola) Building Inspections, and the WFRPC as agent for Pensacola CRA.

The City of Pensacola shall, issue a check by the 10<sup>th</sup> of each month for certified invoices received by the 30<sup>th</sup> of the prior month for the completed rehabilitation work. Checks shall be made payable to the approved contractor and the check shall be mailed directly to the contractor.

#### **Section 12: Notice of Orders to Proceed**

It is agreed that WFRPC, as agent for the CRA of the City of Pensacola, is hereby obligated to issue a written Notice to Proceed to the Contractor within fourteen (14) days from the date of award of bid. The bid and proposal, when accepted by WFRPC, shall provide that no work shall be commenced by the Contractor until he/she has received a written Notice to Proceed.

#### **Section 13: Completion of Work and Late Penalty**

Work will begin no later than seven (7) days after the Notice of Orders to Proceed is issued. All work shall be satisfactorily completed within sixty (60) days from the date that the Notice of Orders to Proceed is issued.

#### **Section 14: Contractor to Keep Premises Clean**

The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his/her employees at work. At the completion of the work, he/she shall remove all his/her rubbish from and about the building and all his/her tools, scaffolding and surplus materials and shall leave his/her work "broom clean" or its equivalent. It is further agreed that all materials and equipment that have been removed and replaced as a part of the work hereinafter belong to the Contractor.

#### **Section 15: Owner to Furnish Utilities for Rehabilitation Work**

The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete this work.

#### **Section 16: Hold Harmless Provision**

The Contractor and Owner covenant and agree to, and do hereby, indemnify and hold harmless and defend the City of Pensacola and WFRPC their agents, directors, and employees from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this agreement of the work to be performed hereunder.

The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind of character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same. Further, Contractor shall provide for and pay any costs required to legally defend the City of Pensacola, the CRA and WFRPC with respect to any actions brought forth in relation to this Residential Improvement Contract.

#### **Section 17: Release of Liens**

The Contractor shall, upon completion of work, and upon final payment by the CRA, as authorized by Owner, furnish WFRPC with an affidavit certifying that all charges for materials and any other expenses incurred by the Contractor pertaining to the execution of this contract, have been paid in full, to the end that no liens of any kind or character (save except those between the parties hereto) may be affixed against the above described property.

**Section 18: Acknowledgments**

This instrument constitutes the entire contract/agreement between the parties and no written or oral contract/agreement of any kind exists to change the provisions hereof. After execution of this contract, no change in the scope, quantity or quality of work will be undertaken without the prior written approval of the Owner, Contractor and WFRPC as agent for the CRA. Any request for change must be submitted in writing to WFRPC and must detail proposed work and cost. Owner or Contractor preference shall not be cause for a change order.

No extra cost will be paid when the Contractor has neglected to properly evaluate the extent of the rehabilitation work, as related to the rehabilitation specifications.

This contract is based upon the availability of CRA Residential Improvement funds, and the CRA, WFRPC, and/or the Owner reserve the right to cancel same on ten (10) days written notice should such funding cease to be available. In the event of such occurrence, the Contractor will be paid for the work completed as of the contract termination date.

**Section 19: Dispute Resolution**

- a) Homeowner/Contractor disputes will be mediated and resolved by the West Florida Regional Planning Council. If mediation is unsuccessful, the matter will be forwarded to formal Arbitration, at the expense of the homeowner and contractor. The resulting decisions will be final.

**Section 20: Severability**

**In the event there is any conflict between the provisions of this Contract and the provisions of Exhibit "A," the provisions of this Contract shall in all cases prevail.**

**CONTRACTOR**

**OWNER(S)**

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
Signature of Owner

By \_\_\_\_\_  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed President's Name)

\_\_\_\_\_  
Witness

Attest \_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Witness

<b>WFRPC Signature:</b>		<b>Date of Bid:</b>	
<b>Address of Office:</b>	4081 E Olive Rd Pensacola, FL 32514	<b>Date of Acceptance:</b>	

