

9 N. Center Corry, PA 16407 814.664.3884

Corry Redevelopment Authority

corryredevelopment.com

Fax 814.664.3885

NOTICE TO PROCEED

		Client ID Number:	
Contractor: _		Client:	
Address: _		Address:	
-			
Phone:		Home Phone:	
		Cell:	

Pursuant to the terms of your Contract, dated ______, to furnish all labor, materials, equipment, and services, and all other incidental items for the renovation and lead hazard control work located at

______ you are hereby notified to commence work hereunder no earlier than the start of business on ______ no later than the start of business on

______. The time for completion set forth in the contract is ______ Calendar Days including the starting day, which establishes _______ as the latest completion date, including time spent for clearance testing, allowable under your contract.

Contract Amount:

Please note carefully and fulfill the requirements as outlined in the "Corry Redevelopment Authority Contractor Guidelines". These requirements include but are not limited to obtaining the required Construction, Plumbing and Electrical permits before commencing any work on the project.

Please note that the Contract documents require you to begin and finish all work by the above stipulated dates. Please acknowledge receipt of this Notice by signing, dating and returning to:

Corry Redevelopment Authority 9 N. Center Corry, PA 16407

Sincerely,

Owner

Date

WHOLE HOME REHABILITATION CONTRACT between

	, (hereinafter referred to as Owner), whose legal mailing address is:
and	
	, (hereinafter referred to as Contractor), whose legal mailing address is

For Work to be performed at:

Whereas, Owner has applied for and been approved for Whole HOME rehabilitation assistance under a program administered by the Corry Redevelopment Authority (hereinafter Corry RDA);

Whereas, Corry RDA has prepared a Work Scope and solicited competitive bids for completion of the Work;

Whereas, Contractor has submitted a responsible Bid which has been accepted by Owner and Corry RDA; and

Now, therefore, Owner and Contractor enter into this Agreement to facilitate Contractor's performance of the Work and administration of the rehabilitation program by Corry RDA.

<u>RIGHT OF RESCISSION</u> -

Owner understands and acknowledges that this Agreement is a home improvement contract which includes provisions for labor, services, and materials to be furnished and performed at Owner's private residence. In accordance with Pennsylvania law, Owner has a legal right to rescind and cancel this Agreement without penalty any time prior to midnight of the third (3^{rd}) business day after the Agreement is signed. If Owner desires to rescind and cancel this Agreement, Owner must do so in writing within the aforesaid three (3) business day period, otherwise this Agreement will remain valid and binding on Owner.

CONTRACT PRICE -

In accordance with Contractor's Bid, Owner agrees to pay Contractor the total amount of ______. Prior to the start of construction, Owner shall establish a rehabilitation account with Corry RDA comprised of the following amounts:

Redevelopment Authority -provided funds	\$
Owner Contribution	\$

SCOPE OF WORK -

The Scope of Work consists of the rehabilitation work write-up prepared by Corry RDA, together with Corry RDA's rehabilitation specifications, and Contractor's Bid. Contractor hereby agrees to perform all Work required by the Scope of Work and will supply all required labor, equipment, and materials necessary therefore. <u>PAYMENTS</u> -

Partial payments may be requested by Contractor once every thirty (30) days for Work that has been satisfactorily completed. Requests for partial payments shall be of an amount no less than \$5,500. An amount equal to ten percent (10%) of each payment request will be withheld from each partial payment until final completion and inspection has occurred.

Final payments will be issued to Contractor within thirty (30) days following completion of all terms of this Agreement and final acceptance of the Work by Owner and Corry Redevelopment Authority. Owner's final acceptance of the work and

authorization of final payment will constitute a waiver of all claims by Owner, other than those arising from faulty work appearing thereafter.

Requests for payment must be submitted to Corry RDA no later than the 1st or 3rd Tuesday of each month. Requests for payment received after these dates will not be processed until the next period.

TIME OF PERFORMANCE -

Contractor agrees to begin work within _____ days after receipt of a written Notice to Proceed. If Contractor fails to commence work within _____ days of the date of this Agreement, Owner shall have the right to terminate this Agreement. Such notice of termination shall be in writing.

Contractor agrees to satisfactorily complete all work within _____ days from the date of the Notice to Proceed, or by _____, to be known as the 'Completion Date". If completion is delayed for reasons beyond Contractor's control, Contractor shall provide timely notice to Owner and Corry RDA of the reason for such delay together with adequate documentation to substantiate Contractor's claim.

If Contractor fails to satisfactorily complete the work by the Completion Date, Contractor will be assessed liquidated damages, payable to Corry RDA in the sum of **\$_____** per day for each day past the Completion Date that the Work remains unfinished. The total amount of liquidated damages will be withheld from the final payment.

CHANGE ORDERS -

All change orders must be prepared, in writing, and signed by Contractor and Owner to authorize any deviation, addition, or deletion made to the Scope of Work. All change orders must be approved by Corry RDA, in writing, and except in circumstances requiring prompt action, will be prepared and signed prior to any changes in the Work being performed. Contractor will be paid only for such additional work, changes or modifications as are set forth in a written change order recommended by the Owner and Corry RDA and signed by Owner and Contractor.

Corry RDA shall not have any responsibility or liability whatsoever to pay the Owner, Contractor, or any person for cost overruns, the same being the sole and full responsibility of the Contractor.

All change orders must set forth specifically the work, changes or modifications to be performed or deleted and the change in the total Contract Price, if any, to result therefrom. If any change order made pursuant to this Agreement does not specify: (1) the amount by which the Contract Price shall be adjusted, then there shall be no adjustment to the Contract Price; or (2) the number of days by which the Time of Performance shall be extended or shortened, then there shall be no such extension or shortening of the Time of Performance.

INSPECTIONS -

Contractor and Owner shall permit and facilitate inspection of the Work by Corry RDA at all reasonable times. Contractor will permit Owner to inspect the Work upon request at least once per week and at other times as coordinated with Corry RDA. Owner shall schedule such inspections with Contractor and/or Corry RDA to ensure such inspections do not interfere with progress of the Work and to ensure safety of visitors to the site.

Contractor shall complete and carefully inspect all work before requesting a final inspection. Upon request for a final inspection, Corry RDA will conduct a final inspection and, if necessary, prepare a punch-list of items requiring correction and/or additional work. Upon completion of the punch-list items, Corry RDA will conduct one follow-up inspection. If the follow-up inspection determines that the punch-list items have not been satisfactorily addressed, Contractor will be assessed a **\$_____** fee for each additional inspection required. Said fee to be withheld from the final payment to Contractor.

LEAD-BASED PAINT -

The Contractor shall comply with the Code of Federal Regulations, Title 24, Sub-Part C, 35.24 concerning Lead-Based Paint Standards. Lead-based paint shall not be used in the course of the Work.

MATERIALS -

All materials installed shall be new (unless otherwise specified). All Work shall provide a finished product unless specified to the contrary. Materials and/or workmanship failing to meet these requirements shall be replaced at Contractor's expense. Acceptance of materials and/or workmanship by Owner or Corry RDA prior to completion of all Work under this Agreement does not relieve Contractor from the obligation to produce materials and/or workmanship in first class condition at the completion of the Work.

PERMITS/CODES/LICENSES -

Contractor shall obtain, and/or pay for, and place on file with Corry RDA, all permits and licenses necessary for the completion and execution of the Work. Contractor shall provide Owner and Corry RDA with evidence that all required licenses and permits have been secured and paid for.

Strict compliance with Federal, State, and Local regulations, codes, and ordinances shall be observed during all phases of the Work. Upon completion of the Work, Contractor shall provide evidence that, where required, the Work has been inspected and approved by the appropriate building/code officials.

INSURANCE -

Throughout the term of this Agreement, Contractor shall maintain Commercial General Liability insurance coverage in an amount not less than \$1,000,000 and Workmen's Compensation insurance coverage in an amount that meets or exceeds the statutory limits established by the Commonwealth of Pennsylvania. Contractor shall provide a Certificate of Insurance to Owner, upon request.

Throughout the term of this Agreement, Owner shall maintain fire and extended coverage property insurance on the entire structure on which the Work is to be performed in a form of policy approved by the Pennsylvania Insurance Department. It is expressly understood and agreed by Contractor that this Owner-provided coverage does not cover tools, equipment, or materials stored on the property and owned by the Contractor.

INDEMNIFICATION -

Owner and Contractor agree to defend, indemnify, and hold harmless the Corry Redevelopment Authority, for any liability or claim for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense arising out of, resulting from, or incident to this Agreement.

Contractor further agrees to protect, defend, and indemnify the Corry Redevelopment Authority from any claims by laborers, subcontractors, or suppliers for unpaid work performed or materials supplied in connection with this Agreement.

CONTRACTOR RESPONSIBILITIES -

Contractor shall supervise and direct the Work in a knowledgeable and professional manner reflective of common construction and residential rehabilitation practices.

Contractor shall be responsible for providing all materials, equipment, and labor necessary to complete all specified Work in its intended location. In the event that additional materials or equipment are required to complete the necessary Work, the quality of those materials or equipment shall equal or exceed builder grade or Corry RDA standards, as applicable.

Contractor shall, at all times and at Contractor's expense, keep the premises free from accumulation of waste or rubbish caused by his operations. Materials and equipment that have been removed and replaced as part of the Work shall belong to the Contractor, unless stated otherwise in the Scope of Work. Upon completion, Contractor shall remove all construction debris and surplus materials from the property and leave the property in a neat and broom-clean condition. All waste shall be disposed of in accordance with local and state regulations.

During the course of the Work, the Contractor shall notify Corry RDA of any condition or repair not covered in the Scope of Work, which is necessary for satisfactory completion of the Work. Defects, which become evident as the Work progresses shall be reported, not concealed.

Contractor shall only employ persons and subcontractors who are properly qualified and skilled to perform their respective tasks.

Contractor assumes responsibility for the acts and omissions of Contractor's employees, subcontractors, agents, and all other persons performing any of the Work.

Contractor shall provide adequate protection of all stored supplies, materials, equipment, work in progress, and completed Work until final acceptance of the Work by Owner and Corry RDA.

Contractor shall, at all times, keep the property free from accumulation of waste materials or rubbish created by the Work.

Contractor shall comply with any and all applicable state, federal, and local laws, ordinances, regulations and codes, including, but not limited to, Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5); the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3); Executive Order 11246 of September 24, 1965; and Pennsylvania's Act 72 of 2010, the "Construction Workplace Misclassification Act".

Contractor, for itself and all subcontractors, hereby specifically waives, releases and relinquishes all rights to have, assert or file any mechanics' liens or claims or any other Liens against the Property. Before performing any Work, Contractor shall sign, acknowledge and deliver to Owner and Corry RDA a separate full and final Waiver and Release of all Liens in form and substance acceptable to Owner and Corry RDA and suitable for filing.

OWNER RESPONSIBILITIES -

Owner shall provide reasonable access to the property during usual working hours - 7:00 am to 6:00 pm, Monday-Friday; and 8:00 am to 5:00 pm on Saturdays.

Owner shall provide Contractor with reasonable use of existing utilities such as electricity, heat, water, and sewage as necessary for proper execution and satisfactory completion of the Work.

Owner shall facilitate Contractor's access to areas where the Work is to be performed by moving rugs, window coverings, furniture, and other items.

Owner shall confer with ana Corry RDA representative prior to issuing instructions to Contractor concerning the Work and changes to the Work.

CORRY RDA RESPONSIBILITIES -

Corry RDA's participation in the Work is limited to providing funding as agreed with Owner and monitoring Contractor's execution of the Work. For purposes of monitoring performance of the Work, Corry RDA will serve as Owner's representative and Contractor shall allow Corry RDA's representatives to perform periodic inspections of the work while it is in progress to determine that the Work is being performed in accordance with the Scope of Work, local codes, and applicable rehabilitation standards.

Corry RDA's involvement shall not, in any way, alter, amend, or impair the rights, duties and obligations of the Owner and Contractor to each other under this Agreement. Corry RDA's assumption of any responsibility shall not release Owner or Contractor of their respective responsibilities under this Agreement, nor transfer any responsibility to Corry RDA for the Work to be performed under this Agreement.

WORK IN OCCUPIED STRUCTURES -

Contractor shall be responsible for the storage and safety of Contractor's tools and materials. Owner assumes no responsibility for damage, theft, or loss of property left on the premises.

Contractor is liable for any appliance or materials installed until the Work is complete, or unless Owner uses the appliance or material or completed portion of the Work before the Work is fully completed. The Contractor is released from any liability, other than warranty issues, for those materials, appliances, and areas in use by the Owner prior to completion of the Work.

Contractor shall cover all carpets, rugs, and furniture in the working area with drop cloths. No combustible materials or other fire hazards shall be left or allowed to accumulate.

Moving furniture and other materials as it relates to creating a free area for Contractor shall become the work and responsibility of the Owner, unless so specified elsewhere in the Scope of Work.

In occupied structures, the Contractor shall provide the Owner with a habitable residence at the end of each working day. At a minimum, a habitable residence shall include the following: functional sink/faucet, functional shower, functional toilet, electricity, functional HVAC unit, functional cooking device, and weather-tight conditions.

SUBCONTRACTORS -

Contractor shall furnish a written list of all subcontractors expected to be utilized in the performance of the Work and Corry RDA will determine the appropriateness and eligibility of each subcontractor. Contractor agrees that all subcontractors will be bound to the terms and conditions of this Agreement insofar as it applies to their work and that all warranties contained herein shall apply to all Work performed under this Agreement, including that work performed by subcontractors.

Contractor is responsible to Owner for the acts and omissions of subcontractors and of the persons either directly or indirectly employed through the subcontractors. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and Owner or between any subcontractor and Corry RDA.

WARRANTIES -

Contractor will correct any work that fails to conform to the requirements of this Agreement that appears during the progress of the Work, and will remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of final completion. Upon written notice to the Contractor, Contractor shall, within fourteen (14) calendar days, remedy any defects due to faulty materials or workmanship at no charge to Owner and remedy or pay for an related damages to other work.

Repairs shall be made, at no additional cost to the Owner, to all surfaces, including, but not limited to, floors, walls, ceilings, doors, windows, and trims, damaged by the Contractor resulting from his work. Patching and/or replacement of surfaces shall be made to blend with existing work so that the patch or replacement will be inconspicuous.

The above warranties are in addition to, and not in limitation of, any and all other rights and remedies to which the Owner, or subsequent owners, may be entitled, at law or in equity, and shall survive the conveyance of title, delivery of possession of the property, or other final settlements made by the Owner and shall be binding on the undersigned Contractor notwithstanding any provision to the contrary contained in any instrument heretofore or hereafter executed by the Owner.

Notwithstanding the warranties described above, Contractor shall provide to Owner all manufacturer's warranties covering the materials or equipment installed as part of the Work. Nothing herein shall be deemed to limit those material warranties.

DISPUTE RESOLUTION -

In the event of a dispute between Owner and Contractor relating to the execution and/or progress of the Work, interpretation of the contract documents, compliance with the Scope of Work, or the Contractor's right to receive payment for Work performed, either party shall have the right to instigate the provisions of this section and call a meeting between Owner, Contractor and the Corry RDA Inspector to fully review the issue and suggest an amicable resolution.

IN WITNESS WHEREOF, the following parties with the intent to be legally bound hereby have hereunto affixed their signatures this ______ day of ______, 20____.

WITNESS:

Owner

Owner

ATTEST:

CONTRACTOR

	Owne	ers	IN THE COURT OF COMMON PLEAS
	VS.		County of Erie
		Contractor	State of Pennsylvania
Of the	, County of Erie and		State of Pennsylvania
Is about to exec	ute contemporaneously herewith		
Of the County of	of Erie, and	State	of Pennsylvania
A contract for the	he rehabilitation of a dwelling		
Upon a lot situa	ite		
Commonwealt NOW , and before any building, or pur further consider	h of Pennsylvania, bounded and ,, at the time of authority has been given by the sai chase materials for the same, in cor- ration of one dollar, to homeowner	described as follo and immediately t d homeowner to the nsideration of the paid by contractor	before the execution of the principal contract, ne said contractor to commence work on the said making of the said contract with homeowner and the r, it is agreed that no mechanic's or other lien shall be
person for any l	abor or materials purchased or extr	a labor or materia	or by any of the material men or workmen or any other ls purchased for the rehabilitation of said building, or file such liens being expressly waived.
WITNESS our	hands the day and year aforesaid.		
Signed in the pr	resence of		
Witness		Ov	vner
Date		Ov	vner
Witness		Co	ontractor

SEE BELOW FOR IMPORTANT INFORMATION ABOUT YOUR RIGHT OF RESCISSION

OWNER NAME:	
OWNER ADDRESS:	
PROPERTY ADDRESS:	

NOTICE TO CUSTOMER REQUIRED BY FEDERAL LAW:

You have entered into a transaction on which may result in a lien, mortgage, or other security interest on your property. You have 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 of any later on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel this 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 decided to cancel this transaction, you may do so by notifying the Corry Redevelopment Authority at 9 N. Center, Corry, PA 16407, by mail sent not later than midnight. 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 by dating and signing below.

I hereby cancel this transaction

Date:

(Customer Signature)

(Customer Signature)

I ACKNOWLEDGE RECEIPT OF TWO (2) COPIES OF THIS NOTICE

Date:_____

(Time of Signing)

Signature of Borrower

Signature of Borrower

Witness

Effect of Rescission, When a customer exercises his right to rescind under paragraph (a) of this section, 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 customer any money of 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. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligations under this section, the customer shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the customer shall tender its reasonable value. Tender shall be made at the location of the property within 10 days after tender by the customer, ownership of the property vests in the customer without obligation on his part to pay for it.

	Corry Rede	velopment A	uthority
	PRECONSTRUCTION	N CONFERE	NCE CHECKLIST
Date:			Case #:
Owner:		Phone:	
Job Ad	dress:		
ITEMS	COVERED IN THE PRECONSTRUCTION	CONFEREN	CE:
	Notice to Proceed		Material selection procedures and documentation
	Housing Rehabilitation Agreement		Payment procedures
	Mechanics lien waiver		Change Order Procedures
	Your Rights of Recession		Final Inspection documentation

- Program Regulations and general conditions
- □ Final review of Work Write-Up

□ Mortgage and Note Attachments (if applicable)

I/We the undersigned have on this date, _____, participated in a preconstruction conference and signing of a contract for the rehabilitation of my/our property.

I/We understand and acknowledge the terms of the contract, the explanation of the work to be performed by the contractor, the role of the contractor, the roles of the redevelopment authority and the rehabilitation inspector and my/our responsibility during the construction process.

I/We understand and acknowledge the procedures to be followed for change orders, requests for payment and progress inspections.

I/We understand and acknowledge that all work performed as noted on the executed construction contract must comply with standards and requirements prescribed within the housing rehabilitation guidelines, policy's and procedures, and rehabilitation specifications.

I/We have been provided adequate explanation of our questions and further understand and acknowledge that the program and its employees, officers, directors, volunteers, agents, successors, and/or assigns, assume no responsibility for the work performed and do not warrant any work performed.

I/We understand federal law requires the disclosure of any knowledge of lead-based paint and that federal regulations require that occupants must be relocated while lead hazard control work is being performed.

Homeowner

Homeowner

I, the undersigned, hereby certify the preconstruction conference was held on this date between the homeowner(s), Corry RDA representative, and the undersigned general contractor. I understand the procedures to be followed for change orders, requests for payment, and progress inspections. I understand and agree the work performed must meet the standards required by the program and established by the General Requirements, Work Write-Up, and Agency/Contractor Agreement.

Contractor

Date

Date

Date

I, the undersigned. herby certify that I participated in a preconstruction conference on this date.

Corry RDA Representative

Homeowner Product Selection Form

Address:

Exterior Materials



Roofing	Manufacturer	Color	Style	Initials	
Siding	Manufacturer	Color	Style	Initials	
	Manufacturer	Color	Style	Initials	
Soffit/Fascia	Color	Style	-	Initials	
Exterior Door		-			
	Location	Material	Style	Initials	
F-4anian Dain4	Location	Material	Style	Initials	
Exterior Paint	Location	Manufacturer	Color	Initials	
	Location	Manufacturer	Color	Initials	
Interior Mater	ials				
Interior Carpet					
	Manufacturer	Style	Color	Initials	
	Manufacturer	Style	Color	Initials	
<u>Vinyl</u>	Manufacturer	Style	Color	Initials	
Interior Paint		ž			
Trim					
	Brand	Name	Color (paint #)	Finish	Initials
Stairs/Walls					
	Location	Brand/Name	Color (paint#)	Finish	Initials
Walls					
	Location	Brand/Name	Color (paint #)	Finish	Initials
Walls					
	Location	Brand/Name	Color (paint #)	Finish	Initials
Interior Door	Style				
	Style	Color	Initials		

Homeowner's Signature

Contractor's Signature

Note: Any additional selections should be noted on the rear of this form.

All selections are to be from stock choices, any special-order colors or products are at the homeowner's expense.

				Corry Redevelop	ment Author
- CAIDC - CIBA	9 N. Center Corry, PA 1640'	7		corryrede	evelopment.c
	814.664.3884			Fa	x 814.664.38
	PA	YMENT AUTHORIZAT	ION FORM		
DATE OFPAYMENT I	REQUEST	1	PROJECT:		
TYPE OF PAYMEN	NT (CHECK ONE) PA	YMENT #		
PROGRESS	FINAL At	tach a completed "Certifica	te of Final In	spection"	
OWNER'S NAME:			Pho	ne:	
REHAB ADDRESS:					
CONTRACTOR'S NAM	ME:				
CONTRACTOR'S ADI	DRESS:		Pho	ne:	
THE FOLLOWING WC FOR SAME:	ORK ITEMS HAV	E BEEN COMPLETED S	SATISFACTO	ORILY AND I REQUES	ST PAYME
ROOM / ITEM#	Cost	ROOM / ITEM#	Cost	ROOM /ITEM #	Cost
	•				
TO BE COMPLETED B			RACT PRICE		
		MINUS PREVIOUS PAYMENTS \$ SUB-TOTAL \$			
		MINUS THIS PAYMENT \$ BALANCE \$			
		DALAI		φ	
CONTRACTOR'S SIGN	ATURE:		Date	e:	
			Date:		
THE HOMEOWNER SH	HALL NOT AUTH	IORIZE PAYMENT IN AI	OVANCE FO	R WORK NOT YET DO	DNE.
Redevelopment Inspector	r Signature:		_Date:		
Chief Fiscal Officer Sign	ature:		Date:		
LOCCS #:		DEO #			



9 N. Center Corry, PA 16407 814.664.3884 Corry Redevelopment Authority

corryredevelopment.com

Fax 814.664.3885

Client #

CERTIFICATE OF FINAL INSPECTION

Date:	
Homeowner Name:	
Address:	
Contractor's Name:	
Completion Date:	
Total Rehabilitation Cost:	

I/We the owner(s) of the above dwelling have reviewed, with the rehabilitation inspector and contractor and are satisfied with all material and workmanship used in the rehabilitation of my/our structure.

 Homeowner
 Date

 Homeowner
 Date

I, the contractor, herby certify that the work on the property listed above was performed in accordance with Corry RDA specifications, contractor work scope, and the Contractor/ Homeowner Agreement.

Contractor

I, the rehabilitation inspector, have inspected the work and certify that it is complete and in compliance with all program guidelines.

Corry RDA Representative

Date

Date