

**RESIDENTIAL REHABILITATION AND RECONSTRUCTION AGREEMENT**

**OWNER(S):**

**CONTRACTOR:**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Address**

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**Telephone**

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**Telephone**

This RESIDENTIAL RECONSTRUCTION AGREEMENT (this “**Agreement**”) is made and entered into \_\_\_\_\_, 201\_\_, by and between OWNER and CONTRACTOR listed above. This Agreement is in a form approved by the City of San Antonio, a Texas municipal corporation (“**CITY**”), which is funding the work under this Agreement with funds allocated from the Shotgun House Pilot Program, a program administered by the City of San Antonio (“**Program**”),

For good and valuable consideration, OWNER and CONTRACTOR agree as follows:

1. Property Address. The rehabilitation or reconstruction work to be performed (the “**Work**”) by CONTRACTOR is at OWNER’s address as set forth above (the “**Property**”). OWNER warrants that OWNER is the legal owner of the Property.

2. Scope of Work. Detailed specifications of the Work to be completed by CONTRACTOR on the Property are attached hereto as Exhibit A. OWNER and CONTRACTOR expressly agree that no material changes or alterations to the Work set forth in Exhibit A shall be made unless in writing and mutually agreed by OWNER and CONTRACTOR and authorized by CITY.

3. Payment for Work. The maximum amount payable to CONTRACTOR by the CITY for the Work under this Agreement is \$40,000.00 (the “**Funds**”).

4. Payment Schedule.

(A) CONTRACTOR shall be entitled to receive progress payments as the Work proceeds in accordance with the provisions below:

Draw #1 (Phase I): 30% of Funds

- Cumulative construction progress is 33% or greater
- Permits secured for all anticipated trades
- Approved foundation inspection
- All demolition complete

Draw #2 (Phase II): 30% of Funds

- Cumulative construction progress is 66% or greater
- Approved Mechanical R/I inspections
- Approved Electrical R/I inspections
- Approved Plumbing R/I inspections
- Approved Gas R/I inspections
- Foundation completed
- All framing and wall insulation completed
- All doors and windows installed
- All exterior repairs complete (excluding underpinning, ramps, stairs, and steps)

Draw #3 (Phase III): 30% of Funds

- Construction is 100% completed
- Attic insulation completed
- Roof completed
- Lead-based paint clearance
- Load calculations submitted
- Duct blast test approved
- Punch list completed

Draw #4 (Phase IV): 10% of Funds

- Final inspections for building, electrical, plumbing, mechanical, gas, and sewer successfully completed
- Termite certificate submitted
- Warranty paperwork provided to OWNER
- Permanent utility services (water, sewer, gas and electric)

(B) For each draw request, CONTRACTOR shall submit an invoice to CITY’s Program Administrator. Each invoice shall be signed by both CONTRACTOR and OWNER prior to submission to CITY’s Program Administrator. As a retainage, CITY shall retain ten percent (10%) of the Funds for a period of no more than thirty (30) days after the Work is completed and accepted and approved by OWNER and CITY.

5. Time for Performance.

(A) CONTRACTOR agrees to complete the Work on or before \_\_\_\_\_ . If completion of the Work is delayed as a result of major or unforeseen circumstances, including but not limited to any strike, lock out, shortages of materials, riot, political or civil disturbance, exceptionally inclement weather or any variation, act or omission on the part of OWNER or any other cause beyond CONTRACTOR’s control (each such circumstance, a “*Force Majeure Event*”), then CONTRACTOR shall provide timely notice to the OWNER of the reasons for such delay and CONTRACTOR shall be entitled to a fair and reasonable extension of time for the completion of the Work.

(B) In the event CONTRACTOR fails to complete the Work within the agreed upon period and fails to provide evidence of good cause for such delay, OWNER shall have the right to declare CONTRACTOR in default in accordance with Section 15 below.

(C) CONTRACTOR may not commence the Work until the necessary approval, consent or other authority required under applicable law (including any statute, ordinance, by-law and/or regulation) has been obtained by CONTRACTOR.

(D) For purposes of this Agreement, the date of completion shall be the date on which the Work is completed and when the Property has been cleared of all rubble and building debris as generated during construction.

5. Permits and Codes. CONTRACTOR agrees to secure and pay for all necessary permits and licenses required to perform the Work and to adhere to applicable local codes and requirements whether or not covered by the specifications and drawings for the Work.

6. **LIMITED WARRANTY.** For good and valuable consideration, CONTRACTOR hereby agrees to provide a full one (1) year warranty to the OWNER, which shall extend to subsequent owners of the Property. The warranty shall provide that improvements, hardware, and fixtures of whatever kind or nature installed or constructed on the Property by the CONTRACTOR are of good quality and free from defects in workmanship or materials or deficiencies subject to the warranty contained in this Section 6. CONTRACTOR and OWNER agree, however, that the warranty set forth in this Section 6 shall apply only to such deficiencies and defects as to which OWNER or subsequent owners shall have given written notice to the CONTRACTOR, as its principal place of business, within one (1) year after the date of CONTRACTOR's request for final payment and statement that that the Work has been completed. The warranty in this Section 6 is in addition to, and not in limitation of, any and all other rights and remedies to which the OWNER, or subsequent owners of the Property, may be entitled, at law or in equity, and shall survive the conveyance of title, delivery of possession of the Property, or other final settlement made by the OWNER and shall be binding on the undersigned notwithstanding any provision to the contrary contained in any instrument heretofore, and thereafter executed by the OWNER.

OWNER(S) INITIALS: \_\_\_\_\_

7. Removal of Debris. Upon completion of the Work, CONTRACTOR agrees to remove all construction debris and surplus material from the Property and leave the Property in a neat and broom clear condition.

8. Subcontractors. CONTRACTOR agrees that all the warranties contained herein shall apply to all Work performed under this Agreement, including that performed by any subcontractors.

9. Ownership of Materials. Any unfixed materials required for the Work and delivered to the Property under this Agreement shall remain the property of CONTRACTOR until they have been paid for in accordance with Section 4 and any unfixed surplus materials remain the property of CONTRACTOR.

10. Compliance with Applicable Laws. CONTRACTOR understands that the funds provided to it pursuant to this Agreement have been made available to OWNER by the City of San Antonio under the District 5 Shotgun House Rehabilitation Program and in accordance with CITY -approved loan application and with other specific assurances made and executed by CITY. Therefore, CONTRACTOR agrees and acknowledges that it will comply with all of the implementing Program Guidelines adopted by CITY and all other legal requirements, including, but not limited to, the following:

- (A) CONTRACTOR acknowledges, understands, and agrees to comply with all codes of CITY, including, but not limited to, City Ordinance 95641, Universal Design and Construction Requirements, if applicable.
- (B) CONTRACTOR shall comply with the provisions set forth in the *Residential Construction Management Policy, Procedures and Standards (CMPPS)*, which is available at the following url: [www.sanantonio.gov/GMA/Resources.aspx](http://www.sanantonio.gov/GMA/Resources.aspx).

- (C) CONTRACTOR shall comply with Chapter 2258 of the Texas Government Code, and CITY Ordinance 2008-11-20-1045, Wage and Hour Labor Standard Provisions, as set forth below.
- (i) CONTRACTOR shall provide CITY with sufficient documentation to verify that the provisions of Chapter 2258 of the Texas Government Code, and City Ordinance 2008-11-20-1045 are met. CONTRACTOR understands and acknowledges that CITY may request periodic reports or support to ensure adherence to prevailing wage rates provisions.
  - (ii) If, as a result of CITY's review, CITY finds any violations, CONTRACTOR shall forfeit as a penalty to CITY sixty dollars (\$60.00) for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said Agreement, by the contractor or any sub-contractor.
  - (iii) CONTRACTOR understands and agrees that the establishment of prevailing wage rates pursuant to City Ordinance 2008-11-20-1045 shall not be construed to relieve CONTRACTOR or any subcontractor from their obligation under any federal or state law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed hereunder.
- (D) CONTRACTOR shall ensure the Work shall comply with the provisions set forth in 24 C.F.R. § 92.355, *Lead-based paint*, and the lead-based paint prevention and reduction implementing regulations found at 24 C.F.R. Part 35.
- (E) CONTRACTOR acknowledges, understands, and agrees to comply with Chapter 2, Art. III of the City of San Antonio's Code of Ordinance (*Ethics Code*) which requires any individual or entity seeking a discretionary contract with the City to disclose, on a form provided by the City, any known facts which, reasonably understood, raise a question as to whether any City official would violate [section 2-43](#) (Conflicts of interest) of the code by participating in official action relating to the discretionary contract. If a person who requests official action on a matter the person knows will confer an economic benefit on any City official or employee that is distinguishable from the effect that action will have on members of the public in general or a substantial segment thereof, he or she shall disclose that fact in a signed writing to the City official, employee, or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Clerk. For purposes of this Agreement, a "discretionary contract with the City" includes this Agreement.

- (F) CONTRACTOR acknowledges, understands, and agrees to comply to with *Title VII of the Civil Rights Act of 1964* (Title VII), as well as Chapter 2, Art. X of the CITY's Code of Ordinances which prohibits employment discrimination based on race, color, religion, sex, or national origin;
- (G) CONTRACTOR acknowledges, understands, and agrees to comply to with the *Equal Pay Act of 1963 (EPA)*, which protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination.
- (H) CONTRACTOR acknowledges, understands, and agrees to comply with the property standards set forth in Chapter 10, Art. III of CITY's Code of Ordinances.
- (I) CONTRACTOR acknowledges, understands, and agrees to comply to with the *Age Discrimination in Employment Act of 1967 (ADEA)*, which protects individuals who are forty (40) years of age or older.
- (J) CONTRACTOR acknowledges, understands, and agrees to comply to with *Title I and Title V of the Americans with Disabilities Act of 1990*, as amended, which prohibit employment discrimination against qualified individuals with disabilities in the private sector, and in state and local governments.
- (K) CONTRACTOR agrees to comply with the provisions of Ordinance No. 2016-05-19-0367, as amended (*Small Business Economic Development Advocacy Ordinance*), by taking all necessary affirmative steps to assure that small minority businesses and small women's business enterprises are used when possible, with such affirmative steps to include:
  - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in Section 10(L)(i) through Section 10(L)(v).
- (L) CONTRACTOR agrees to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, as amended. CONTRACTOR agrees to report each violation to CITY and understands that CITY will, in turn, report each violation as required to the state or federal agency with jurisdiction over the violation.

11. Equal Opportunity Clause.

(A) During the performance of this Agreement, CONTRACTOR agrees as follows:

(i) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) CONTRACTOR will permit access to CONTRACTOR's books, records, and accounts to CITY for purposes of investigation to ascertain compliance with all applicable federal, state, and local rules and regulations.

(vi) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules and regulations, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further CITY funded construction contracts and such other sanctions may be imposed and remedies invoked as provided by law.

(vii) CONTRACTOR will include the portion of the sentence immediately preceding

Section 11(A)(i) and the provisions of Section 11(A)(i) through this Section 11(A)(viii) in every subcontract or purchase order unless exempted by rules, regulations, or ordinances of the CITY, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the CITY to enter into such litigation to protect the interests of the CITY.

12. Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion.

(A) CONTRACTOR represents and warrants that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the CITY.

(B) CONTRACTOR will not enter into any lower tier transaction with a person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a covered transaction unless authorized by the CITY from which the transaction originated.

(C) CONTRACTOR shall include the certification contained in Section 12(A) in any and all subcontracts hereunder and shall require any subcontractors to comply with any and all applicable laws, rules and regulations, policies and procedures or guidance concerning debarment, suspension, and exclusion.

(D) CONTRACTOR will immediately notify OWNER in writing if at any time it learns that it failed to disclose that it or any of its principals were excluded at the time the parties executed this contract if due to changed circumstances CONTRACTOR or any of its principals have subsequently been excluded by a federal agency.

13. Insurance.

(A) CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at CONTRACTOR's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation a. Employers' Liability b. Blanket Waiver of Subrogation	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Commercial General Liability, to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Waiver of subrogation (blanket) e. Primary and non-contributory wording f. No residential exclusion g. Per Project Aggregate h. Additional insured with completed operations coverage	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

<p>3. Business Automobile Liability</p> <ul style="list-style-type: none"> <li>a. Owned/leased vehicles</li> <li>b. Non-owned vehicles</li> <li>c. Hired Vehicles</li> <li>d. City and homeowner as additional insured</li> </ul>	<p><u>Combined Single Limit for Bodily Injury and Property Damage</u> of \$1,000,000 per occurrence</p>
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(B) CONTRACTOR agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of CONTRACTOR herein, and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of CONTRACTOR. CONTRACTOR shall provide CITY with said certificate and endorsement prior to the commencement of any Work by the subcontractor.

(C) CONTRACTOR agrees that with respect to the above-required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions: (i) Name OWNER as an additional insured by endorsement, with respect to operations and activities of, or on behalf of, the named insured performed under this Agreement, with the exception of the workers’ compensation and professional liability policies; (ii) Provide for an endorsement that the “other insurance” clause shall not apply to OWNER where OWNER is an additional insured shown on the policy; (iii) Workers’ compensation and employers’ liability, general liability and automotive liability policies will provide a waiver of subrogation in favor of OWNER; and (iv) Provide advance written notice directly to OWNER of any suspension, or non-renewal in coverage, and not less than ten (10) days advance notice for nonpayment of premium.

(D) Within five (5) days of a suspension, cancellation, or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to OWNER, OWNER shall have the option to suspend CONTRACTOR’s performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

(E) CONTRACTOR and any subcontractors are responsible for all damage to their own equipment and/or property.

14. OWNER’s Responsibilities.

(A) OWNER shall not have the right, either personally or through OWNER’s agent, to issue instructions to, or interfere, hinder or obstruct any of the CONTRACTOR’s workmen, any sub-contractors employed to perform the Work or other persons employed by or acting on behalf of the CONTRACTOR.

(B) OWNER shall permit CONTRACTOR to use, at no cost, existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the Work.

(C) OWNER shall cooperate with CONTRACTOR to facilitate the performance of the Work, including the removal and replacements of rugs, coverings, and furnishings as necessary.

15. Default; Termination.

(A) CONTRACTOR will be default under this Agreement if it abandons the Work on the Property or otherwise refuses to carry out its obligations with reasonable diligence. CONTRACTOR will be deemed to have abandoned the Work if neither it nor any subcontractor performs Work on the Property for twenty-one (21) consecutive days unless such non-performance is due to a Force Majeure Event. OWNER will be in default under this Agreement if it refuses to permit CONTRACTOR to complete



performance of the Work, fails to pay any amounts when due, or otherwise refuses to carry out its obligations under this Agreement, unless that is based on a prior uncured CONTRACTOR default.

(B) If a default occurs, the non-defaulting party must give the defaulting party written notice specifying the default by certified mail return receipt requested or by hand delivery. The defaulting party will have ten (10) days from receipt of the notice in which to begin curing the default, which cure must be continuously pursued and completed within a reasonable time in light of the nature of the default. If the default is cured within that time, this Agreement will remain in full force and effect and neither party may assert claims as the result of the default. If a default is not cured within that time or a payment is not made when due, the non-defaulting party may terminate this Agreement.

(C) Effect of Termination.

- (1) If this Agreement is terminated because of an uncured default by the CONTRACTOR, then CONTRACTOR will be entitled to credit or payment for all Work satisfactorily completed and accepted by OWNER as of the termination date but CONTRACTOR will be obligated to pay an amount equal to the difference between the actual expense of finishing the Work required by this Agreement and the amount remaining unpaid under the schedule set forth in Section 4.
- (2) If this Agreement is terminated because of an uncured default by the OWNER, then OWNER will be obligated to pay CONTRACTOR all of CONTRACTOR's remaining anticipated profit under this Agreement and CONTRACTOR will be released from the remaining Work specified in this Agreement.

(D) Notwithstanding anything to the contrary in this Agreement, OWNER may terminate this Agreement at any time if funds allocated for the Work are terminated or reduced by CITY and OWNER provides written notice of this termination to CONTRACTOR. If the Agreement is terminated under this subparagraph, then CONTRACTOR will be entitled to payment for all Work satisfactorily completed and accepted by OWNER as of the termination date, and both parties will be released from any further obligations under the Agreement.

16. Independent Contractor. CONTRACTOR is not an employee of OWNER but is working as an independent contractor. CONTRACTOR shall hold OWNER harmless and thereby indemnify OWNER for any claims including but not limited to liability insurance, worker's compensation and withholding of tax for CONTRACTOR's employees.

17. Indemnity.

(A) CONTRACTOR shall agree to defend, indemnify, and hold harmless the OWNER and CITY from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or less and expense arising from CONTRACTOR's performance under this Agreement.

**(B) TEXAS EXPRESS NEGLIGENCE: THE INDEMNITY SET FORTH IN THIS SECTION 17 IS INTENDED TO BE ENFORCEABLE AGAINST CONTRACTOR IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING TEXAS' EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY INDEMNITEE. THE PARTIES ACKNOWLEDGE THAT THE INDEMNITIES SET FORTH HEREIN MAY RESULT IN THE INDEMNITY OF AN**

**INDEMNITEE FOR ITS SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF THE INDEMNITEE.**

18. Lien Waivers. CONTRACTOR agrees to protect, defend, and indemnify OWNER from any claims for unpaid services, labor, or materials with respect to CONTRACTOR's Work under this Agreement. Final payment shall not be due until the CONTRACTOR has delivered to the OWNER complete release of all liens for services completed arising out of CONTRACTOR's Work or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the OWNER indemnifying OWNER against any lien.

19. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THE PARTIES HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE OF TEXAS AND COURTS LOCATED IN BEXAR COUNTY, TEXAS AND AGREE THAT VENUE IS PROPER THEREIN, WITH RESPECT TO ANY DISPUTE, CLAIM, CAUSE OF ACTION OR THE LIKE ARISING FROM OR OUT OF THIS AGREEMENT OR ANY RELATED AGREEMENT, ARRANGEMENT OR UNDERSTANDING.

20. Entire Agreement; Amendments. This Agreement, including the exhibits attached hereto, contains the complete and entire understanding and agreement of the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous understandings, conditions and agreements, oral or written, express or implied, between the parties. The parties may amend this Agreement (and any exhibits attached hereto) by an instrument in writing executed by duly authorized representatives of both parties.

21. Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns; provided that neither party may assign its rights or delegate its obligations under this Agreement without the express prior written consent of the other party. Except as expressly provided in Section 17, this Agreement is for the sole benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns, and nothing herein, express or implied, is intended to confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

22. Waiver and Breach. Waiver of any term or provision of this Agreement or forbearance to enforce any term or provision by either party shall not constitute a waiver as to any subsequent breach of the same term or provision or a waiver of any other term or provision of this Agreement.

23. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provisions shall be ineffective to the extent of such provision or invalidity only, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

24. Notices. All notices and other communications shall be in writing and shall be deemed to have been given: (A) when delivered by hand (with written confirmation of receipt); (B) one (1) business day after being sent by reputable private courier service for next business day delivery (receipt requested); or (C) two (2) business days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. All communications to be sent to a party must be sent to or made at the address set forth above or at such other address as such party may specify by providing at least ten

(10) days' prior written notice thereof to the other party in accordance with this Section 24. A copy of all communications to OWNER shall also be sent to CITY at the address set forth below:

City of San Antonio  
Neighborhood and Housing Services Department  
Attention: Director  
1400 S. Flores  
San Antonio, Texas 78204-1617

25. Counterparts. This Agreement may be executed in any number of multiple counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Each such counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or other electronic transmission of any signed original document or retransmission of any signed facsimile or other electronic transmission will be deemed the same as delivery of an original.

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**OWNER MAY RESCIND THIS AGREEMENT WITHOUT PENALTY OR CHARGE WITHIN THREE (3) DAYS AFTER THE EXECUTION OF THIS AGREEMENT BY ALL PARTIES, UNLESS THE WORK AND MATERIAL ARE NECESSARY TO COMPLETE IMMEDIATE REPAIRS TO CONDITIONS ON THE HOMESTEAD PROPERTY THAT MATERIALLY AFFECT THE HEALTH OR SAFETY OF THE OWNER OR PERSON RESIDING IN THE HOMESTEAD AND THE OWNER ACKNOWLEDGES SUCH IN WRITING. NOTICE OF RESCISSION SHALL BE GIVEN IN ACCORDANCE WITH SECTION 24 ABOVE.**

\* \* \* \* \*

**IN WITNESS WHEREOF**, the undersigned parties have caused this Agreement to be duly executed and delivered effective as of the date first written above.

**CONTRACTOR:**

**OWNER(S):**

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

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

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

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

Title: \_\_\_\_\_

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

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

**EXHIBIT A**