



HRP TRIPARTY AGREEMENT

THIS CONTRACT, made and entered into _____, 2013, by and between the City of New York (“City”), acting by and through the Department of Environmental Protection (the “Department” or “DEP”), located at 59-17 Junction Blvd, Flushing, New York 11373 and _____ (the “Contractor”), located at _____ and _____ (the “Homeowner”), located at _____. (The City, Department or DEP, Contractor, and Homeowner are hereinafter, collectively, the contract “Parties”).

WITNESSETH:

WHEREAS, pursuant to an agreement between the City and the Homeowner (the “Grant Agreement”), the Homeowner is receiving benefits from the NYC Houses Rehabilitation Program (the “HRP”) for the rehabilitation the property described in Article II (the “Dwelling”), which was damaged by Hurricane Sandy; and

WHEREAS, pursuant to a contract between the City and the Contractor (the “HRP Construction Contract”), the City directed the Contractor, to perform Work on the Dwelling;

NOW THEREFORE, the Parties to this Contract, in consideration of the mutual agreements contained herein, agree as follows:

ARTICLE I: DEFINED TERMS

1. “**Contract**” includes this document, the Grant Agreement, the HRP Construction Contract, the Job Order, and Supplemental Job Orders, all incorporated by reference.
2. “**Job Order**” is the attached document that sets forth the Detailed Scope of Work for the Dwelling, the Job Order Completion Time, and the price to be paid by the City for the Work.
3. “**Occupants**” means the persons and companion animals/pets residing in the Dwelling.
4. “**Supplemental Job Order**” means a Job Order issued to add or delete work from an existing, related Job Order.
5. “**Unit**” means the Dwelling if the Dwelling is a one-family home or the separate living quarters if the Dwelling is a two-, three-, or four-family home.
6. “**Work**” means all services required to complete the Job Order and additional services included in Article 2.1.40 of the HRP Construction Contract.

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ARTICLE II: TIME & LOCATION

1. **Dwelling.** The Dwelling is located at _____ and includes the building(s) and land at such address.

2. **Term.** The term shall commence upon the date above and end upon Final Acceptance by the City (“Term”).

3. **Job Order Completion Time.** The Contractor shall begin the Job Order Work on the following date _____; and complete the Job Order Work in _____ calendar days after commencement of the Term (the “Job Order Completion Time”), TIME BEING OF THE ESSENCE. If the City approves a Supplemental Work Order or grants a Time Extension pursuant to the HRP Construction Contract the Contractor may be allowed additional calendar days to complete the Work after the Job Order Completion Time.

4. **Maintenance Period.** Pursuant to the HRP Construction Contract and upon direction by the City, Contractor shall repair or replace any Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects for one year after the Term except as provided in Article III(6). Homeowner shall notify City if such maintenance work is required. The City reserves the right to direct a different contractor to perform the Work during the Maintenance Period.

5. **Relocation Dates.** The Homeowner shall relocate and shall cause its Occupants (including animals) to relocate for the following dates while Work is performed:
 - (a) Unit #1: From _____ to _____
 - (b) Unit #2: From _____ to _____
 - (c) Unit #3: From _____ to _____
 - (d) Unit #4: From _____ to _____

The Homeowner acknowledges that the City may grant an Extension of Time to complete the Work or approve a Supplemental Work Order that changes the Job Order Completion Time pursuant to the HRP Construction Contract. The City shall promptly notify that Homeowner of such actions and the notice shall state whether the Homeowner and/or Occupants must continue to be relocated during such Work.

6. **Personal Property Removal Dates.** The Homeowner shall remove vehicles and other obstructions and shall cause its Occupants to remove vehicles and other obstructions from the Dwelling during the Term. The Homeowner shall remove and shall cause its Occupants to remove the personal property described in Article III(3) from the rooms designated below by

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the following dates:

- (a) Unit #1: Date _____ Rooms: _____
- (b) Unit #2: Date _____ Rooms: _____
- (c) Unit #3: Date _____ Rooms: _____
- (d) Unit #4: Date _____ Rooms: _____

ARTICLE III: HOMEOWNER'S RIGHTS & DUTIES

1. **Construction Cooperation.** Homeowner shall cooperate and shall cause the Occupants to cooperate fully with the Contractor and the City with respect to completing the Work. The Homeowner shall not direct the Work. The Homeowner shall not enter and shall prohibit the Occupants from entering the working areas designated by the Contractor. The Contractor may immediately suspend the Work if the Homeowner's or Occupants' failure to comply with this section is a risk to health or safety or interferes with the Work.
2. **Access and Utilities.** Homeowner shall provide access and keys to the Dwelling to the Contractor and access by the City to the Dwelling for the Term. Work may be performed on days, nights, and weekends, as allowed by law. Homeowner shall provide access to water, power, and other utilities to the Contractor, where service is available and active in the Dwelling.
3. **Removal of Personal Property.** Homeowner shall identify and remove and shall cause Occupants to identify and remove personal property (not including furniture) that is valuable, fragile, or may be damaged no later than the dates in Article II(6). If necessary, the Contractor may remove additional items as the Work progresses and store them in another area of the Dwelling. The personal property (including furniture) that the Contractor, Homeowner and Occupants shall remove are listed in Attachment 2.
4. **Detailed Scope of Work.** Homeowner reviewed and accepts the Detailed Scope of Work attached to this Contract as Attachment 1. Homeowner shall not request changes to the Detailed Scope of Work after signing this Contract. The Homeowner acknowledges that the City may grant an Extension of Time to complete the Work or approve a Supplemental Work Order that changes the Job Order Completion Time. The City shall promptly notify that Homeowner of such actions and the notice shall state whether the Homeowner and/or Occupants must relocate during such Work.
5. **No Additional Work.** Homeowner shall not request the Contractor to perform additional work that is not in the Job Order, for example, installing items purchased by the Homeowner.

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6. **Permission to Use Completed Work.** Upon completion of a discrete item of the Work, the Homeowner may request permission from the Contractor to use the completed item. Contractor may authorize use of such item pursuant to Article 16 of the HRP Construction Contract, such authorization not to be unreasonably withheld. The Contractor shall be relieved of its duty to protect such item of Work. The maintenance and guarantee obligation on such Work shall begin on the date of such authorization.

ARTICLE IV: CONTRACTOR’S RIGHTS & DUTIES

1. **Performance of Work/Compliance With HRP Construction Contract.** Contractor shall perform the Work in the Job Order and comply with the HRP Construction Contract, including performing Work during the maintenance and guaranty period.
2. **Removal and Storage of Furniture.** If required in the Job Order, Contractor shall remove and securely store furniture and other large objects at the location and for the dates listed below:
 - (a) Unit #1: Dates _____ Location: _____
 - (b) Unit #2: Dates _____ Location: _____
 - (c) Unit #3: Dates _____ Location: _____
 - (d) Unit #4: Dates _____ Location: _____

Contractor shall provide the Homeowner with reasonable access to such storage. Contractor shall restore furniture and other large objects prior to submitting the Job Order Request for Payment pursuant to Article 41 of the HRP Construction Contract.

3. **Warranties and Instruction Manuals.** Contractor shall provide Homeowner with certificates of warranties, instruction manuals, and other documents specified in the Job Order at the inspection prior to Final Acceptance (the “Final Inspection”).
4. **Subcontractors.** Contractor shall cause its subcontractors to comply with this Contract and shall attach a copy of this Contract to all subcontracts for Work on this Dwelling.
5. **Prompt Payment and Liens.** Contractor shall promptly pay all subcontractors and materialmen. If any persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract file a lien against the Dwelling, the Contractor shall promptly discharge such lien pursuant to the Lien Law.

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6. **Insurance.** Contractor shall maintain the insurance required by Article 22 of the HRP Construction Contract and shall name the Homeowner and the City of New York, including its officials and employees, additional insureds.
7. **Protection of the Work.** The Contractor shall be under an absolute obligation to protect the finished and unfinished Work against any damage, loss, injury, theft and/or vandalism until Final Acceptance of the Work (or earlier use, occupancy or operation in accordance with the terms of this Contract); and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace or repair such Work, whichever the City shall determine to be preferable. During the performance of the Work, the Contractor shall take all reasonable precautions to protect the persons and property of the Homeowner and Occupants from damage, loss or injury resulting from the Contractor's, and/or its subcontractors' operations under this Contract. The Contractor's obligation to protect shall include the duty to provide, place or replace and adequately maintain at or about the Dwelling suitable and sufficient protection such as lights, barricades, and enclosures. If Homeowner's or an Occupant's property is damaged through negligence of the Contractor, the Contractor shall promptly repair the damage or reimburse Homeowner for the reasonable cost of repairing the damage caused by the Contractor. The Contractor agrees to keep the premises broom clean and orderly and to remove all debris during the course of the Work.
8. **No Payment from Homeowner.** The Contractor shall not request payment from the Homeowner for any work on a Dwelling for the Term of the HRP Construction Contract.
9. **Utilities.** Contractor is responsible for disconnecting electricity, telephone, cable and gas as required, to complete the Work and reconnecting as appropriate, including any paying any fees for disconnecting and reconnecting the utilities. Contractor shall be responsible for notifying the Homeowner when it will disconnect and reconnect the utilities.

ARTICLE V: CITY'S RIGHTS & DUTIES

1. **Duty to Homeowner.** The City's rights and duties to the Homeowner are set forth in the Grant Agreement.
2. **Duty to Contractor.** The City's rights and duties to the Contractor are set forth in the HRP Construction Contract.

ARTICLE VI: DEFAULT & TERMINATION

1. Homeowner will be in default under this Contract upon the occurrence of any of the following events: (i) Homeowner fails to perform the terms of this Contract and such failure continues for five (5) days after delivery of written notice of the failure; (ii)

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Homeowner and/or the Occupants fail to cooperate with the Contractor's reasonable directions and orders or their actions create a safety risk in the Dwelling; (iii) Homeowner commits a default under any other contract it has entered into with the City relating to Hurricane Sandy relief; (iv) Homeowner has misrepresented Homeowner's eligibility for the HRP and/or this Work; or (v) Homeowner has made any misrepresentations in connection with this Contract. In the event of Homeowner's default of items (i) and (ii), the City and/or Contractor shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, and in the event of Homeowner's default of items (iii), (iv) and (v), the City shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions:

- a. Terminate this Contract on written notice to Homeowner.
 - b. Stop Work on the Dwelling or direct the Contractor to stop work on the Dwelling, either temporarily or permanently.
 - c. Issue a Supplemental Job Order to omit a portion of the Work.
 - d. Sue Homeowner for damages, injunctive, or equitable relief.
2. Contractor will be in default under this Contract upon the occurrence of any of the following events: (i) Contractor fails to perform the terms of this Agreement and such failure continues for two (2) days after delivery of written notice of the failure; or (ii) Contractor is declared in default under the provisions of its HRP Construction Contract with the City. In the event of Contractor's default, the City and/or the Homeowner shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions:
- a. Terminate this Contract on written notice to Contractor.
 - b. Stop Work on the Dwelling or direct the Contractor to stop work on the Dwelling, either temporarily or permanently.
 - c. Sue Contractor for damages, injunctive, or equitable relief.
3. **Termination for Convenience:** Homeowner shall have the right to terminate this Contract for convenience by providing written notice to the Contractor and the City with at least five days notice. If Homeowner terminates this Contract, all or a portion of the funds provided by the City for this Work shall be forfeited and the City and the Contractor shall be under no obligation to complete the Work.



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ARTICLE VII: MISCELLANEOUS PROVISIONS

1. **Choice of Law.** This Contract shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Homeowner or Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York and the Laws of the United States, where applicable.
2. **Consent to Jurisdiction and Venue.** The Parties agree that any and all claims asserted against any party arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The Parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum.
3. **Non-Waiver by the City.** No waiver of any breach or default hereunder shall constitute or be construed as a waiver by the City of any subsequent breach or default or of any breach or default of any other provision.
4. **Severability.** If any provision of this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



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We, the undersigned Parties, hereby accept all above terms, conditions and/or provisions.

HOMEOWNER #1 SIGNATURE: _____ Date: _____

Printed Name: _____

HOMEOWNER #2 SIGNATURE: _____ Date: _____

Printed Name: _____

CONTRACTOR NAME: _____ DCA License # _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Office Address: _____

Telephone #: _____

CITY: CITY OF NEW YORK, DEPT. OF ENVIRONMENTAL PROTECTION

Signature: _____ Date: _____

Printed Name: _____ Title: _____

The undersigned Engineer does hereby certify that I have prepared or supervised the preparation of the Job Order and that it complies with all applicable federal, state and municipal laws, rules and regulations, including the New York City Construction Codes and Fire Code.

DESIGN CONSULTANT FIRM: _____

Signature: _____ Date: _____

Printed Name: _____

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Attachment #1
Job Order Detailed Scope of Work

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Attachment #2

List of Personal Items Removed from Dwelling.

SAMPLE

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