

**DOWNTOWN REDEVELOPMENT AUTHORITY
CITY OF HOUSTON TAX INCREMENT REINVESTMENT ZONE #3**

**HISTORIC BUILDING EXTERIOR
PRESERVATION AND RESTORATION PROGRAM**

APPLICATION

Submit one original and two copies of this form to:

DRA-TIRZ #3
Design Review Committee
410 Pierce St., Suite 355
Houston, Texas 77002

Date: _____

Applicant Name: _____

Contact Name: _____

Title: _____

Address: _____

Day Phone: _____

Evening/cellular Phone: _____

Fax: _____

Email: _____

Name and Address of Owner of Building (if applicant is lessee): _____

1. Applicant is: Owner _____ Lessee _____ Corporation _____ Partnership _____

Term of lease and expiration date _____

2. Has Applicant ever received funds from DRA-TIRZ #3?
Yes ___ No ___

11. Describe the historical significance of the building.

If necessary, attach additional sheets.

12. Total Rehabilitation Cost (**attach total budget for project**)

13. Amount of funds requested from DRA-TIRZ #3 _____

14. If the total cost is greater than the amount of assistance requested or approved, how will the difference be financed? _____

15. Projected time for completion of project? _____

16. Attach copies of current financial statements of applicant (and owner, if applicant is lessee).

17. Have you applied for and/or received any of the following for the building:

- National Register of Historic Places designation
- Texas Historic Landmark designation
- City of Houston historic landmark designation
- Other historic designation, please list

18. If any of the above has been received, please provide a copy of the application and proof of the designation.
19. Has an application for any of the above designations been denied?
Yes____ No____
20. Is the building located within the Downtown Historic District?
Yes____ No____
21. Have you applied for a Certificate of Appropriateness from the Houston Archeological and Historical Commission for the project?
Yes____ No____
22. Status of Certificate of Appropriateness:
Approved _____ Pending _____ Denied _____
23. Does the building or land currently have any tax exemptions or abatements?
Yes____ No____ What type _____
If yes, granted by what agency _____
Duration of exemption and/or abatement _____
Please provide copies of Documents
24. Are any delinquent taxes (City, County, School District, sales, etc.) owed by the applicant or the owner?
Yes____ No____
If yes, please explain _____
25. Are there any pending lawsuits or judgments against applicant (and/or owner, if applicant is lessee)?
Yes____ No____
If yes, please explain _____
26. Are there any liens on subject property?
Yes ____ No ____
If yes, please explain _____

27. Project Value:

28. Rehab Schedule:

29. Names of Professional Consultants:

Architect:

Engineer:

Landscape Architect:

Attorney:

Others:

30. Amount (Percentage) of MWDBE participation in entire Project

31. The expected value of the Project once all renovations have been completed _____

INSURANCE - The Applicant will maintain insurance coverage during the term of an Agreement with the Authority as provided in Schedule A attached hereto.

OPEN RECORDS LAWS - This applicant is subject to the Texas Open Records Act. The Authority will protect the confidentiality of the information contained herein to the extent permitted by law.

RESPONSIBILITY FOR WORK - Applicant represents and warrants that it shall be solely responsible for the complete performance of the Project, and for the meeting of all legal requirements and permits, and for the quality and workmanship of all work, materials, tools, equipment, supplies, and methods necessary to perform the project, as well as for the storage and maintenance of all necessary materials, tools, equipment, and supplies. Said responsibility shall reside solely with Applicant regardless of any inspections or reviews of the Project or the work being performed by DRA-TIRZ #3. It is expressly understood and agreed that Applicant shall perform the Project described herein as an independent contractor and not as an officer, agent, servant, affiliate or employee of DRA-TIRZ #3. Applicant agrees that it shall have exclusive control of and the exclusive right to control the details of the performance of the Project, and all persons performing any such service or work related thereto. Applicant shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of respondent superior shall not apply as between DRA-TIRZ #3 and Applicant, its officers, agents, employees, contractors, and sub-contractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between DRA-TIRZ #3 and Applicant. No person performing any of the services or work on the Project shall be considered an officer, agent, servant, or employee of DRA-TIRZ #3.

Applicant acknowledges that it has received a copy of the DRA-TIRZ #3 Historic Exterior Preservation and Restoration Program Guidelines.

Signature of Applicant

Date

DOWNTOWN REDEVELOPMENT AUTHORITY

Date Received: _____



Date _____

Committee recommendations:

Date _____

DRA-TIRZ #3 Board action:

Schedule A

INSURANCE

The Applicant shall obtain and maintain insurance coverage continuously during the term of an Agreement, and the Authority shall cause each of its subcontractors to maintain insurance coverage during the term of an agreement in accordance with the terms of this schedule through any combination of primary and excess coverage and, in the case of “claims made” coverage, for an additional two years thereafter.

(A) Risks and Limits of Liability. The insurance required by this schedule shall insure against the following risks in at least the following amounts:

Coverage	Limit of Liability
Workers' Compensation	Statutory
Employer's Liability	Bodily injury by Accident \$100,000 (each accident) Bodily injury by Disease \$500,000 (policy limit) Bodily injury by Disease \$100,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations (for a period of one year after completion of work)	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence and \$1,000,000 Aggregate
Automobile Liability Insurance (for vehicles used in performing under this Agreement, including Employer's Non-Ownership and Hired Auto Coverage)	\$500,000 Combined Single Limit per Occurrence
Professional Liability Coverage (for professional service contract only)	\$500,000 per claim \$1,000,000 aggregate

(B) Forms of Policies. The Authority may approve the form of the insurance policies, but nothing the Authority does or fails to do relieves the Applicant of its obligation to provide the required coverage under this Agreement.

(C) Issuers of Policies. The issuer of each policy shall have a certificate of authority to transact insurance business in the Texas or a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of *Best's Key Rating Guide, Property-Casualty United States*.

(D) Insured Parties. Each policy, except those for Worker's Compensation, Employer's Liability, and Professional Liability, must name the City of Houston (the "City") and the Authority (and its officers, agents, and employees) as additional insured parties on the original policy and all renewals or replacements.

(E) Deductibles. The Applicant shall be responsible for and bear (or shall contract with each applicable contractor to bear and assume) any claims or losses to the extent of any deductible amounts and waives (and shall contract with each contractor to waive) any claim it may have for the same against the City and the Authority, its officers, agents, or employees.

(F) Cancellation. Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Authority and the Planning Director of the City 30 days' advance written notice. The Applicant shall (and shall contract with each subcontractor to) give written notice to the Authority and the Planning Director within five days of the date on which total claims by any party against such person reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

(G) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, the Authority, their officers, agents, or employees.

(H) Primary Insurance Endorsement. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to an other insurance available to the additional insured with respect to claims arising under this Agreement.

(I) Liability for Premium. The Applicant shall pay, (or shall contract with subcontractors to pay) all insurance premiums for coverage required by this schedule, and the City and the Authority shall not be obligated to pay any premiums.

(J) Subcontractors. Notwithstanding the other provisions of the schedule, the amount of coverage contracted to be provided by subcontractors shall be commensurate with the amount of the subcontract, but in no case less than \$100,000 per occurrence. The Applicant shall provide (or shall contract with subcontractors to provide) copies of insurance certificates to the Planning Director and the Authority.

(K) Proof of Insurance. Promptly after the execution of this Agreement and from time to time during the term of this Agreement at the request of the Planning Director or the Authority, the Applicant shall furnish the Planning Director and the Authority with certificates of insurance maintained by the Applicant in accordance with this schedule along with an affidavit from the Applicant confirming that the certificates accurately reflect the insurance coverage maintained. If requested in writing by the Planning Director or the Authority, the Applicant shall furnish the City or the Authority with certified copies of the Applicant's actual insurance policies. Failure of the Applicant to comply with the requirements of this schedule shall constitute an event of default and the Authority, at its sole discretion, may (1) suspend performance by the Authority hereunder and begin procedures to terminate this Agreement for default or (2) purchase the required insurance with Authority funds and, deduct the cost of the premiums from amounts due to the Applicant under this Agreement. The Authority shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(L) Other Insurance. If requested by the Authority, the Applicant shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to the Applicant's operations under this