

BROWARD COUNTY
HOUSING FINANCE DIVISION



REQUEST FOR APPLICATIONS (RFA) FOR DIRECT SERVICES TO IMPLEMENT
OWNER-OCCUPIED, HOME REPAIR PROGRAMS FOR THE NORTHWEST
RESIDENTIAL DISTRICT OF THE POMPANO BEACH COMMUNITY
REDEVELOPMENT AREA

INCLUDING:

- (1) MAJOR HOME REPAIR PROGRAM
- (2) MINOR HOME REPAIR PROGRAM

ISSUED: Friday, March 29, 2024

PRE-SUBMITTAL WORKSHOP: Thursday, April 4, 2024, 3:00 p.m. and Tuesday, April 9, 2024, 10:00 a.m.

SUBMISSION DEADLINE: Friday, April 26, 2024, 12:00 p.m. Noon

APPLICATION PACKAGES MUST BE DELIVERED BEFORE THE DEADLINE TO:

HOUSING FINANCE DIVISION
ATTN: REQUEST FOR APPLICATIONS
110 NE 3RD STREET, SUITE 300
FORT LAUDERDALE, FL 33301
MONDAY – FRIDAY 9:00 A.M. TO 4:30 P.M.

In accordance with the American with Disabilities Act and Florida Statutes Section 286.26, persons with disabilities needing accommodations to participate in the RFA or Pre-Submittal Workshop should contact 954-357-4900 at least two business days before any pertinent date or deadline.

Translation services available upon request. Servicios de traducción pueden ser disponibles bajo petición.

BROWARD COUNTY
HOUSING FINANCE DIVISION

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Housing Finance Division Owner-Occupied, Home Repair Programs

Request for Applications

APPLICANT COVER SHEET

Applicant Information			
Applicant Legal Name			
Main Administrative Address			
City, State, Zip			
Telephone Number		Fax Number	
Email Address		Website	
CEO/Executive Officer		CEO Phone	
Chief Financial Officer		CFO Phone	
Contact Person		Contact Phone	
Contact Email			
Applicant Mailing Address			
City, State, Zip			
Entity type (check all that apply) <input type="checkbox"/> For-Profit Corporation/Limited Partnership/LLC <input type="checkbox"/> Non-Profit entity <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Other (describe): _____ Attach as Attachment A, a Certificate of Status from the Florida Secretary of State stating that the Applicant is active. Failure to include this document will result in a FATAL FLAW and automatically remove the Proposal from further review (not applicable for government applicants).			
Licensed to do business in Florida	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (only for government units)		
Federal Identification Number			
Certification of Accuracy and Compliance			
On behalf of the Applicant, the undersigned hereby certifies that all facts, figures, and representations made in this Application and any accompanying Proposal are true and correct. Furthermore, Applicant is in compliance with all applicable statutes, terms, conditions, regulations, and procedures including but not limited to those contained in the Request for Applications and any resulting contract. The submission of this Application has been authorized by the Applicant, and I have been duly authorized to act as the representative of the Applicant in connection with this Application.			
_____ Print Name of Authorized Representative		_____ Authorized Representative's Signature	
_____ Authorized Representative Title		_____ Date	

Applicant Questionnaire Form

Housing Finance Division

Owner-Occupied, Home Repair Programs, Request for Applications

APPLICANT QUESTIONNAIRE FORM

The completed Applicant Questionnaire is to be submitted with the solicitation response. Failure to timely submit may affect Applicant's evaluation.

If a response requires additional information, the Applicant must attach a written detailed response; each response must be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Applicant Questionnaire be knowledgeable about the Applicant's business and operations.

1. Legal business name:
2. Dun and Bradstreet No.:
3. Doing Business As/Fictitious Name (if applicable):
4. Office location responsible for this project:
5. List Florida Department of State, Division of Corporations document no. (or registration no. if fictitious name):
6. List name, type of professional license, and FL license number:

a)	_____	_____
b)	_____	_____
c)	_____	_____
d)	_____	_____

7. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: _____ Title: _____
Telephone Number: _____ Fax Number: _____
E-mail: _____

Request for Application (RFA) Owner-Occupied, Home Repair Program (2024)

- 8. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No
- 9. Has your firm’s surety ever intervened to assist in the completion of a contract, or during the last three (3) years have Performance and/or Payment Bond claims been made to your firm or its predecessor’s sureties? If yes, specify details in an attached written response, including contact information for owner and surety. Yes No
- 10. During the last three (3) years, has your firm failed to complete any services and/or delivery of products required by a contract? Yes No
- 11. During the last three (3) years, has any voluntary or involuntary bankruptcy petition been filed by or against your firm, its parent or subsidiaries or predecessor organizations? Yes No
- 12. Within the last three (3) years, has your firm, or its principals, officers or predecessor organization(s), been debarred or suspended by any government entity? Yes No
- 13. During the last three (3) years, has your firm failed to complete any work awarded to it, whether services and/or delivery of products? Yes No
- 14. Within the last three (3) years, has your firm been terminated from a contract? Yes No

Authorized Signature _____ Date _____

**If the applicant answers “yes” to any of questions 8-9-14, application will not be accepted for consideration.*

Housing Finance Division Owner-Occupied, Home Repair Programs

Request for Applications

FATAL FLAW CHECKLIST

Failure to comply with or include any of the Required Items listed below that apply to the Applicant’s status (Non-Profit, For-Profit, etc.) will result in a Fatal Flaw and removal from further consideration.

Required Items		Yes	No	N/A
1.	The Application was received by the due date and time.			
2.	The original Application contains an original signature on Applicant Cover Sheet and Application Questionnaire Form.			
3.	The Application is responsive, addressing the activities for which funds are available.			
4.	The Application included a Certificate of Status from the Florida Secretary of State’s Office, certified and dated within twelve (12) months of the due date of the Application . This Certificate must state that the Applicant entity is active. (Not applicable to governmental applicants.)			
5.	If the Applicant is a nonprofit entity, the Application included a copy of the IRS determination of Section 501(c)(3) status.			
6.	The Application included all documents required in the Rating Category (Sections 1 through 10), tabbed 1 through 10 by category. These include, but are not limited to: Florida professional license; references; resumes; work examples; two years of financial information; photos of work, SOW examples, etc.			
7.	The Applicant answered “no” to questions 89 through 14 in the Applicant Questionnaire Form.			

RFA Issuance Date: March 29, 2024

Submission Deadline: April 26, 2024, at 12:00 p.m.

Applicant Name: _____

Applicant Representative: _____

Representative’s Signature: _____ **Date:** _____

Requests for Applications to Owner-Occupied, Home Repair Programs

Purpose and Introduction

Broward County Housing Finance Division (HFD) is issuing this Request for Applications (RFA) in search of qualified, Florida Licensed General Contractor, Architect, and/or Professional Engineering firms (FIRMS) for the design, cost estimation, bidding, and oversight of Broward County's Home Repair Programs. These programs include Major Home Repair and Minor Home Repair Programs for owner-occupied single-family houses located in the Northwest District of the Pompano Beach Community Redevelopment Area (NWCRA).

This RFA will result in HFD placing selected FIRMS in a Qualified Pool (QP). The QP will consist of FIRMS that can help advance the County's home repair services. FIRMS must be able to deliver the required services for both the Major and Minor Home Repair programs, which will be assigned by HFD.

HFD reserves the right to engage multiple FIRMS in the QP. HFD may issue Work Authorizations to multiple FIRMS in the QP at its discretion. HFD reserves the right to assign and re-assign projects to FIRMS in the QP that HFD determines are the most qualified based on individual project specifications. HFD reserves the right to terminate non-performing FIRMS in the QP and the entire QP and/or applicable program at any time. HFD reserves the right to extend, expand, or terminate the QP or applicable program at any time.

In accordance with Section 287.05701, Florida Statutes, the County may not request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or give preference to a vendor based on the vendor's social political or ideological interests.

Project Scope and Requirements

HFD seeks to establish a list of pre-qualified FIRMS with expertise in Florida Building Code and Broward County Building Code for the design, cost estimation, bidding, and oversight of home repair work that may include, but not limited to:

- a) **Wind Mitigation and Roof Projects**
 - a. roof repair or replacement;
 - b. installation of roof-to-wall hurricane tie downs;
 - c. installation of wind impact windows, doors, garage doors, and/or hurricane shutters; and
 - d. termite assessment and mitigation, as needed.
- b) **HVAC Installation/Upgrades**
 - a. unit replacement;
 - b. ductwork installation and repairs;
 - c. load/capacity calculations and BTU measurements; and
 - d. electrical upgrades required for HVAC installation or replacement.
- c) **Electrical Upgrades**
 - a. panel upgrades, including electrical plans and notes to determine circuit breaker types, mounting details, wiring, etc.
- d) **Façade and Exterior Repairs**
 - a. exterior painting;
 - b. soffit and/or fascia repairs;
 - c. sidewalk/driveway repairs;
 - d. fence repairs/replacement; and,
 - e. termite assessment and mitigation, as needed.

The selected FIRMS will not perform the actual repair or construction, but will conduct home inspections, prepare documents, write scopes of work (SOW), prepare construction documents (if any), determine project timeframes, bid work to and select qualified general contractors, and perform oversight duties throughout construction and closeout. The list of services and activities for FIRMS to perform for the program includes:

1. Perform an initial home inspection (feasibility study) of the home of the qualified program applicant (“Homeowner”) to determine if it meets the applicable program description.
2. Schedule detailed inspections of the Homeowner’s home including, but not limited to, termite inspections, as needed.
3. Provide construction timeframe and cost estimate using software that is region-specific to South Florida and features annual data validation.
4. Develop SOW, written plans, and specifications addressing the applicable program activities in accordance with that program’s description. Approval of the SOW and related documentation by HFD is required prior to FIRMS proceeding with the process to request quotations for the work to be performed by contractors for each project (“Request for Quotations”).
5. Prepare, schedule, analyze, and manage the Request for Quotations process.
6. Competitively bid to the list of qualified contractors and recommend the most qualified contractor, at the best price for each specific project, in accordance with the procurement procedures specified in the agreement between the FIRM and Broward County related to this RFA (“Agreement”).
7. Following the selection of a contractor for a project, submit to the HFD Contract Administrator a Work Authorization form, as provided in the Agreement, for the work to be performed for the respective project. If the HFD Contract Administrator approves the Work Authorization form, HFD will prepare the Homeowner-Contractor Agreement to be executed by the Homeowner and selected contractor.
8. If the HFD Contract Administrator disapproves the Work Authorization form, the FIRM must work with the HFD Contract Administrator to resolve any issues that led to the disapproval, and must resubmit the Work Authorization form (process repeats until approved).
9. Following commencement of each project, prepare requested “Change Orders,” as needed, for review and approval by the HFD Contract Administrator. The HFD Contract Administrator must approve Change Orders for additional work, changes in the time for performance, or increases in the amount of compensation to each contractor under the Homeowner-Contractor Agreement for each project.
10. Monitor performance of work by each contractor for each project pursuant to the terms of the Homeowner-Contractor Agreement.
11. Act as a liaison between the Homeowner and respective contractor(s) for the work to be performed for each project; provide dispute resolution for each project as provided in the Homeowner-Contract Agreement; and document in writing each issue or dispute and its resolution.
12. Obtain a Homeowner Satisfaction Survey, in a form provided by HFD, after the work for each project is completed by the contractors pursuant to the Homeowner-Contractor Agreement and prior to Project Completion, as defined in the Agreement.
13. Arrange and conduct a final walk-through for each project with the Homeowner, contractor, and HFD.
14. Submit Quarterly Progress Reports to HFD in the form provided by HFD.
15. Verify subcontractor invoices and submit payment requests, in the form provided by HFD, at completion of each project.

16. Provide a W-9 and sign an Authorization for ACH transfer for County to process payment of the FIRM's service fees.
17. Provide proof of insurance, as shown in RFA Insurance Requirements (Page 15), prior to HFD's request for approval by the Broward County Board of County Commissioners of contract award to the selected FIRMS.

If awarded the contract, FIRM will be required to execute an agreement in substantially the form of Exhibit A (subject to change), and agrees to and shall comply with all applicable laws, rules, regulations, and ordinances, including, but not limited to, the following:

1. Public Entity Crimes Act, Section 287.133, Florida Statutes;
2. Discriminatory vendor list provisions pursuant to Section 287.134, Florida Statutes;
3. Scrutinized company provisions pursuant to Section 215.473, Florida Statutes;
4. Eligibility to contract with the County provisions pursuant to Section 287.135, Florida Statutes;
5. Foreign gifts and contracts provisions pursuant to Section 286.101, Florida Statutes;
6. Drug-free workplace provisions pursuant to Section 21.23, Broward County Administrative Code and Section 1- 73 of the Broward County Code of Ordinances; and
7. Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the Broward County Human Rights Act (Broward County Code, Chapter 16½).

Program Description

HFD is accepting Applications from FIRMS to provide services for two programs as described below:

1. Major Home Repair Program

Up to \$6,000,000 is available for a Major Home Repair Program, to provide up to \$50,000 as a project budget for each qualifying owner-occupied single-family home located in the Pompano Beach NWCRA ("Property"). Project budgets encompass the total repair costs for each home and exclude project and service fees paid to the FIRMS. Each Property must be homesteaded and cannot exceed the Just/Market Value cited by the Broward County Property Appraiser of \$250,000 as of January 1, 2024. Repair services covered include: Wind Mitigation and Roof Projects; HVAC Installation/Upgrades, and/or Electrical Upgrades. Properties will be subject to a mortgage with Broward County for a five-year, zero percent interest rate forgivable loan.

2. Minor Home Repair Program

Up to \$1,000,000 is available for a Minor Home Repair Program, to provide up to \$10,000 as a project budget for each qualifying owner-occupied single-family home located in the Pompano Beach NWCRA. Project budgets encompass the total repair costs for each home and exclude project and service fees paid to the FIRMS. Each Property must be homesteaded and cannot exceed the Just/Market Value cited by the Broward County Property Appraiser of \$250,000 as of January 1, 2024. Repair services covered include Façade and Exterior Repairs (exterior painting; soffit and/or fascia repairs; sidewalk/driveway repairs; and fence repairs/replacement).

Selection Criteria and Rating Tool

HFD staff will evaluate Applications received by the submittal deadline for completeness, verification that no fatal flaws exist, and verification that both the Applicant and the Application align with the requirements of this RFA. Applications determined to be nonresponsive will not be considered or evaluated.

Applications determined to be responsive will be forwarded to the Evaluation Committee (EC), who will evaluate and rate the Applications based on the Rating Tool below. The criteria in the Rating Tool are itemized with their respective weights for maximum points. An Applicant may receive the maximum points or a portion of this score depending on the merit of its Application.

For each Application, the scores of the Evaluation Committee members will be totaled and then averaged for a Project score. Each rating will consist of a financial review and a technical review. The EC may choose to interview Applicants. The highest-ranking numerical score does not automatically guarantee a funding recommendation. If a tie breaker is needed during scoring to determine project ranking, the tiebreaker will be by lottery. HFD reserves the right to limit QP applicants or accept none, some, or all Applicants into the QP if deemed in the best interest of the County.

Rating Categories

1. Organizational capacity, licensing, and certifications: Max 5 Points
2. Performance delivery plan: Max 10 Points
3. Financial capacity: Max 10 Points
4. Experience with local government home repair programs: Max 10 Points
5. Experience with construction, Florida Building Code and Pompano Beach Permitting: Max 15 Points
6. Residential renovation, owner-occupied retrofitting, and hurricane mitigation experience: Max 15 Points
7. Project administration and oversight experience: Max 15 Points
8. SOW and technical writing experience: Max 10 Points
9. Local (Pompano Beach) business: Max 20 Points
10. Local (Pompano Beach) labor: Max 5 points

Total Possible Points: 115

RATING TOOL	Maximum Points	Totals
<p>1. Organizational Capacity, Licensing and Certifications: Provide a brief narrative that demonstrates Applicant’s capacity to successfully complete the project and meet the professional licensing and certification requirements. Identify the staff, position(s) and their task responsibilities, and provide resumes; as well as identify any vendors who will be part of the service delivery team. Provide an organizational chart. Where applicable, align the Major Home Repair and Minor Home Repair Program deliverables with staff or vendor responsibilities.</p>	5	
<p>2. Performance Delivery Plan: Provide a brief narrative that describes your Performance Delivery Plan. Applicants should describe how they will implement the program to provide the services outlined in this proposal. Please be specific about the Major Home Repair Program and Minor Home Repair Program deliverables. If applicable, use flow charts and /or work plans to show that you are capable of handling all programs simultaneously.</p>	10	
<p>3. Financial Capacity: Provide a brief narrative of your financial capacity. Provide information on other projects Applicant is currently handling that affect its financial capacity; and provide two years of either (1) tax returns and/or Profit and Loss Statements for 2022 and 2023, or (2) Financial Audits for 2022 and 2023.</p>	10	
<p>4. Local Government Home Repair Program Experience: List comparable local government home repair program experience and service delivery summary.</p>	10	
<p>5. Experience with residential construction, Florida Building Code, and Pompano Beach Permitting: Provide a brief narrative of Applicant’s property rehabilitation experience. Narrative should demonstrate Applicant’s knowledge and understanding of the rehabilitation process as it relates to single-family projects.</p>	15	
<p>6. Experience with residential renovation, owner-occupied retrofitting, and hurricane mitigation: Provide a narrative of Applicant’s residential renovation and hurricane mitigation construction experience. As backup provide project SOW, before and after photos, and a minimum of six (6) references (with contact information) for that work.</p>	15	
<p>7. Project administration and oversight experience: Provide a brief narrative of your past project management experience and provide a list of projects with budget and project website links or pictures.</p>	15	
<p>8. Scope of Work (SOW) and technical writing experience: Provide a brief narrative of past experience with technical writing for construction SOWs, along with three (3) examples.</p>	10	
<p>9. Local Business: Provide evidence of the principal place of business of Applicant. FIRMS with their sole principal place of business located within the municipal boundaries of the City of Pompano Beach will receive 20 points.</p>	20	
<p>10. Local Labor: Describe Applicant’s plan to solicit local (Pompano Beach) contractors and tradesmen to perform the SOW described in this RFA.</p>	5	

Housing Finance Division Owner-Occupied, Home Repair
Programs, Request for Applications

Project and Service Fees

1. Major Home Repair Program	Total Service Fee Paid
1.1 Property Inspections (meeting with homeowner, initial and final inspections, feasibility report, property photos, etc.)	\$1,500
1.2 Preparation of Scope of Work, bid specs, estimates, pre-bid meeting, evaluation & approval of bid, Work Authorization, backup documents, signature retrieval, change orders, and public advertisements.	\$1,500
1.3 Monitoring activities through project (submittal, review and approval of contractor final invoice; contractor follow up; close out report)	\$1,500
1.4 Quarterly reports, liaison with homeowner, Direct Activity Delivery Costs	\$1,500
2. Minor Home Repair Program	
2.1 Property Inspections (meeting with homeowner, initial and final inspections, feasibility report, property photos, etc.)	\$400
2.2 Preparation of Scope of Work, bid specs, estimates, pre-bid meeting, evaluation & approval of bid, Work Authorization, backup documents, signature retrieval, change orders, and public advertisements.	\$400
2.3 Monitoring activities through project (submittal, review and approval of contractor final invoice; contractor follow up; close out report)	\$250
2.4 Quarterly reports, liaison with homeowner, Direct Activity Delivery Costs	\$250

HFD will pay project and service fees for items 1.1, 1.2, 2.1, and 2.2 upon completion of these services and an appropriate invoice. Project and service fees for items 1.3, 1.4, 2.3, and 2.4, and actual construction costs, will be reimbursed to FIRMS upon completion of the project and an appropriate invoice. The above project and service fees are the total amounts available to the FIRMS for services provided in connection with each home.

Application Instructions, Pertinent Dates

A COPY OF THE RFA CAN BE FOUND AT www.broward.org/housing

PRE-SUBMITTAL PUBLIC WORKSHOP: HFD will convene a pre-submittal public workshop on Thursday, April 4, 2024, from 3:00-4:00 p.m., at 110 NE 3 St, 2nd Floor, Fort Lauderdale, FL 33301 and a second pre-submittal public workshop on Tuesday, April 9, 2024, from 10:00-11:00 a.m., at 520 NW 3rd St., Pompano Beach, FL 33060.

QUESTIONS/TECHNICAL ASSISTANCE: Questions regarding this RFA are to be directed by e-mail to Lisa Wight, Project Manager, at lwight@broward.org, or raised at the above-mentioned workshop. Such contact shall be for clarification purposes only. The County must receive all questions no later than Wednesday, April 24, 2024, at 12:00 p.m. eastern time. Questions and answers will be posted to the County's website (www.broward.org/housing).

SUBMISSION DEADLINE: Applications are to be delivered by **Friday, April 26, 2024, at 12:00 p.m. (ET).**

**APPLICATIONS RECEIVED AFTER 12:00 P.M. (ET) ON FRIDAY, APRIL 26, 2024,
WILL NOT BE ACCEPTED.**

**Deliver to: Broward County Housing Finance Division
110 NE 3rd Street, Suite 300, Fort Lauderdale, FL 33301
Attn: Lisa Wight**

APPLICATION PREPARATION AND SUBMITTAL REQUIREMENTS:

- One (1) original clearly marked "original," within a secure binder, and four (4) copies within secure binders. Applications will not be accepted if they are not in secure binders.
- One (1) searchable electronic copy on a USB flash drive. Documents such as workflow diagrams, photographs, and other documents not routinely suitable for searching are exempt from the searchable requirement.
- All Applications must be submitted on 8.5" x 11" paper, single-sided, typed, with margins of 1" and text 12-point font size, double spaced.
- Pages and attachments in the original Application and in all copies (paper and electronic) must be tabbed according to the sections, and sequentially numbered.
- Applications must be organized as follows: Application Cover Sheet, Applicant Questionnaire Form, Fatal Flaw Checklist, Tabs 1 through 10, containing narrative and documents responding to the Rating Categories 1 through 10.

EVALUATION COMMITTEE MEETING: The EC meeting to rank and score applications will be held Monday, May 13, 2024, at 10:00 a.m., in the second-floor conference room at 110 NE 3rd Street, Fort Lauderdale, FL 33301.

APPEALS PROCESS: All appeals must be timely submitted within five (5) business days of the Evaluation Committee meeting (on or before Friday, May 17, 2024, at 4:00 p.m. (ET)). All appeals must be in writing and mailed or emailed to Ralph Stone, Director, Broward County Housing Finance Division ("Director") at the address or email listed below. Appeals may only be based on the evaluation scoring criteria, and the Applicant must specifically identify define the basis for the appeal. The Director will evaluate all appeals and provide a written response no later than Tuesday, May 21, 2024. The Division Director will not

substitute his judgment for that of the Evaluation Committee. The Director will limit his review to the points raised by any applicant in the written appeal. The Division Director's decision is final and will be reported to the EC. Recommendation of the selected applications will be submitted to the Board of County Commissioners ("BOCC") for final approval.

ADDRESS APPEALS TO:

Ralph Stone, Director
Broward County Housing Finance Division
110 NE 3rd Street, Suite 300
Fort Lauderdale, Florida 33301
rstone@broward.org

CONE OF SILENCE: The Cone of Silence as provided in Section 1-266 of the Broward County Code of Ordinances applies. After the advertisement of the RFA, potential vendors and their representatives are substantially restricted from communicating regarding the RFA with any County Commissioner or their staff, the County Administrator and their respective support staff, Evaluation Committee members, or any staff person that is to evaluate or recommend selection in this RFA process.

The County's Cone of Silence Ordinance prohibits certain communications among vendors, County staff, selection committee members, Commissioners, and their staff. Any violations of the Cone of Silence by any members of the Applicant may be reported to the County's Office of Intergovernmental Affairs and Professional Standards.

The Cone of Silence Ordinance provides that after the advertisement of the RFA, potential Applicants and their representatives are substantially restricted from communicating regarding the RFA with any County Commissioner or their staff, the County Administrator, Deputy County Administrator, Assistants to the County Administrator, their respective support staff, Evaluation Committee Members, or any staff person that is to evaluate or recommend selection in this RFA process.

The Cone of Silence shall remain in effect until an award is made, a contract is approved, or the County takes any other action which ends the procurement process. The Cone of Silence Ordinance is available here:

<https://www.broward.org/Purchasing/Documents/ConeOfSilence.pdf>

MINIMUM INSURANCE REQUIREMENTS

Project: Major and Minor Home Repair Programs Pompano Beach NWCRA
 Agency: Housing Finance Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying, and design professionals.	N/A		Each Claim:	\$1,000,000	\$2,000,000
			*Maximum Deductible:	\$100,000	
<input checked="" type="checkbox"/> POLLUTION / ENVIRONMENTAL LIABILITY *Required for projects involving Mold Remediation, Asbestos Abatement or Lead Removal.			Each Claim:	\$1,000,00	
			*Maximum Deductible:	\$10,000	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:
 Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301

Digitally signed by
 COLLEEN A.
 POUNALL
 Date: 2024.03.19
 11:03:25 -04'00'

 Risk Management Division

Exhibit A

FORM OF AGREEMENT BETWEEN COUNTY AND FIRM

Subject to change



AGREEMENT BETWEEN BROWARD COUNTY AND [_____] FOR OWNER-OCCUPIED, HOME REPAIR PROGRAMS FOR THE NORTHWEST RESIDENTIAL DISTRICT OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AREA

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and [_____], a [_____] (“Agency”) (each a “Party”) and collectively referred to as the “Parties”).

RECITALS

- A. At its March 21, 2024 meeting (Agenda Item No. 25), the Broward County Board of County Commissioners (“Board”) authorized budgeted County funding regarding the Pompano Beach Community Redevelopment Agency (“CRA”) Northwest District in the amount of Six Million (\$6,000,000) for a Major Home Repair Program, and in the amount of One Million (\$1,000,000) for a Minor Home Repair Program, to fund these programs within the Pompano Beach CRA Northwest District residential area.
- B. The Housing Finance Division (“Division”) issued a Request for Applications (“RFA”) seeking a qualified firms for direct services to implement the Owner-Occupied, Home Repair Programs for the Northwest Residential District of the Pompano Beach Community Redevelopment Area (“Owner-Occupied Home Repair Programs”).
- C. Agency responded to the RFA and was deemed responsive, responsible, and qualified by County to perform the work required under the RFA as further described herein.
- D. On [_____, ____] (Agenda Item No. [___]) the Board of County Commissioners of Broward County authorized the County Administrator to execute agreements securing direct services provided by responsive firms to implement the Owner-Occupied Home Repair Programs.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

- 1.2 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3 **Code** means the Broward County Code of Ordinances.
- 1.4 **Contract Administrator** means the Community Development Specialist or Division Manager designated by the Director of the Division in writing, or such other person designated by the Director of the Division in writing.
- 1.5 **Contractor** means an entity or individual providing Program services for a Project pursuant to a Homeowner-Contractor Agreement. Such services include performing major and minor home repairs including wind mitigation and roof projects, HVAC installation/upgrades, electrical upgrades, or façade and exterior repairs. The term “Contractor” includes all subcontractors and subconsultants.
- 1.6 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.7 **Direct Activity Delivery Cost** means a fee of One Thousand Five Hundred Dollars (\$1,500.00) for major home repairs, and a fee of ~~Two Hundred Fifty Four Hundred~~ Two Hundred Fifty Four Hundred Dollars (~~\$250 400~~) for minor home repairs. Major home repairs covered include: Wind Mitigation and Roof Projects; HVAC Installation/Upgrades, and/or Electrical Upgrades. Minor home repairs covered include: Façade and Exterior Repairs. Fees are paid to Agency upon Project Completion as described in the Work Authorization for a Project.
- 1.8 **Division** means the Housing Finance Division.
- 1.9 **Final Program Completion** means all work and services to be performed by Agency under this Agreement have been completed including, but not limited to, all Project invoices having been approved by County, and payment having been made by County to Agency and each Contractor performing work on a Project.
- 1.10 **Funds** means the County funding regarding the CRA Northwest District in the amount of Six Million (\$6,000,000) for a Major Home Repair Program, and in the amount of One Million (\$1,000,000) for a Minor Home Repair Program, authorized by the Board on March 21, 2024 to fund these programs within the Pompano Beach CRA Northwest District residential area.
- 1.11 **Homeowner** means an individual or family who is deemed qualified and eligible by County to participate in the Owner-Occupied Home Repair Programs of County.
- 1.12 **Homeowner-Contractor Agreement** means a standard form agreement between Homeowner and Contractor, in substantially the form attached as Exhibit I, (Form of Homeowner – Contractor Agreement) hereto.
- 1.13 **Programs** mean the Owner-Occupied Home Repair Programs, specifically major home repair (including Wind Mitigation and Roof Projects; HVAC Installation/Upgrades, and/or Electrical Upgrades), and minor home repair (including Façade and Exterior Repairs).

1.14 **Project** means the individual projects for each Homeowner for major home repair or minor home repair, as described in Article 3 below and in each Work Authorization.

1.15 **Project Completion** means construction work for a Project is completed, final inspections (including building inspection) have been completed and documented; Homeowner Satisfaction Survey has been completed and invoices for payment have been submitted to County.

1.16 **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.17 **Subagency** means an entity or individual providing work required of Agency under this Agreement.

1.18 **Work Authorization** means the document prepared by Agency for approval by the Contract Administrator that sets forth the work and services to be performed for a Project in accordance with the terms of this Agreement.

ARTICLE 2. EXHIBITS

Exhibit A	Services
Exhibit B	Project Schedule
Exhibit C	Service Delivery Fee Schedule
Exhibit D	Work Authorization Form
Exhibit E	Quarterly Progress Report
Exhibit F	Request for Payment
Exhibit G	Project Guidelines
Exhibit H	Minimum Insurance Coverages
Exhibit I	Form of Homeowner – Contractor Agreement

ARTICLE 3. SERVICES; WORK AUTHORIZATIONS

3.1 Services. Agency shall administer services for Programs, including, without limitation, the work specified in Exhibit A (Services), in accordance with the applicable guidelines for the Programs as specified in Exhibit G (Project Guidelines). Exhibit A (Services) provides a description of Agency obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Agency impractical, illogical, or unconscionable.

3.2 Work Authorizations. Prior to the commencement of work on any Project, Agency must prepare a Work Authorization for the Project, in substantially the form attached as Exhibit D (Work Authorization Form), and shall deliver the Work Authorization to County for approval. Each Work Authorization shall be submitted with, at a minimum, the following information:

3.2.1 A description of the services to be administered by Agency and undertaken by Contractor for a Project, specifying the individual tasks, activities, and related deliverables to be performed.

3.2.2 A maximum not-to-exceed amount payable to Agency upon Project Completion for Project eligible activities under the Programs, which amount shall include the Direct Activity Delivery Cost, and any other direct costs eligible for payment, as described in this Agreement. This amount shall be based upon budget information provided by Agency identifying in sufficient detail the various cost elements for the work to be performed by the applicable Contractor in accordance with the budget for the Programs, and pursuant to a standard form Homeowner-Contractor Agreement approved by County.

3.2.3 A timetable setting forth the time for completion of services to be undertaken for a Project.

3.2.4 A draft of the Homeowner-Contractor Agreement for a Project utilizing the form approved by County.

3.2.5 Any other additional instructions or information relating to the work authorized pursuant to this Agreement.

3.3. Agency shall oversee the performance of the services described in a Work Authorization approved by the Contract Administrator within the time period specified therein. Agency may submit a revised Work Authorization for a Project to Contract Administrator for approval, providing for an extension in the timetable to complete the services for a Project as a result of any delay outside of Agency's control, or for additional services resulting from any County-approved Change Order for work to be performed by a Contractor under a Homeowner-Contractor Agreement as set forth in Exhibit I (Form of Homeowner – Contractor Agreement). On a monthly basis, Agency must notify the Contract Administrator in writing whenever a delay in approval by a governmental agency or performance by the Contractor is anticipated or experienced, and must inform the Contract Administrator of all facts and details related to the delay.

3.4. The description of the services included in a Work Authorization provides the scope of work for the Project, but does not delineate every detail and minor work task required to be administered by Agency for the Project. If Agency determines during the course of administering services under a Work Authorization that additional work outside of the scope of the Work Authorization should be performed (Additional Work), Agency shall, in a timely manner, submit a Change Order request to the Contract Administrator using the Change Order Form included as part of Exhibit I (Form of Homeowner – Contractor Agreement). The Change Order Form must include the reason for the change being requested and include supporting documentation to verify the reasonableness of any additional costs included in the Change Order, as well as changes to the total project time. A "Change Order" is a written document that, when approved by County, authorizes a material change in the work to be performed by the Contractor pursuant to

the Homeowner-Contractor Agreement for a Project. Agency must obtain the Contract Administrator's prior approval to proceed with Additional Work regardless of whether the Work Authorization identifies similar work items that were previously approved. If Agency fails to obtain the Contract Administrator's prior approval, the Additional Work shall be deemed to have been performed as part of the original compensation amount set forth in the Work Authorization that had been approved and County shall not be required to reimburse Agency for costs associated with the Additional Work.

3.5. The Contract Administrator is authorized to make changes that would increase, decrease, or otherwise modify the scope of services for the Programs, so long as the changes are consistent with the Programs, and, unless authorized by the Board, there is no increase in the total compensation of Agency as set forth in Article 5 of this Agreement.

3.6. If a dispute between the Contract Administrator and Agency arises over whether requested services constitute Additional Work, and the dispute cannot be resolved by the Contract Administrator and Agency, the dispute shall be promptly addressed in accordance with the Dispute Resolution provisions in Article 12. During the pendency of any dispute, Agency shall continue to promptly perform the disputed services.

3.7. County will carry out periodic monitoring and evaluation activities as determined necessary by the County. The continuation of this Agreement is dependent upon satisfactory evaluations by the County. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to a Project's scheduling, budget, and outcomes. Agency shall furnish to the County any records and information relating to a Project deemed reasonably necessary by the Contract Administrator. Agency shall submit on a monthly and quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by the County on forms approved by the Contract Administrator. Agency shall provide County with Quarterly Progress Reports in the form set forth as Exhibit E (Quarterly Progress Report) or such other form as may be required by County, in County's discretion, which shall indicate the status of all outstanding work that has been authorized by County for the Programs, including the planned versus actual progress of a Project based on a Project's schedule and budget. Such reports shall be submitted to the County on the first business day of each of the months of January, April, July, and October during the term of the Agreement.

3.8. Agency shall provide written notification to the County of all pre-bid and preconstruction meetings at least one (1) week prior to the actual date of the meeting. County shall have the right, but not the obligation, to attend any pre-bid and preconstruction meeting for a Project under this Agreement.

3.9. Agency shall meet, either in-person or telephonically, with the Contract Administrator within two (2) business days of a request by the Contract Administrator to discuss a Project.

3.10. No extension of time shall be granted for delays resulting from the normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data recorded in the Fort Lauderdale/Hollywood International Airport Weather Station.

3.11. Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 Term. The term of this Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and continues through December 31, 2027 (“Initial Term”), unless otherwise terminated or extended as provided in this Agreement. Agency may submit a written request for two (2) one (1) year extensions to the term of this Agreement to County no less than ninety (90) days prior to the expiration date. In the event County, in its sole discretion, elects to extend the term of this Agreement, the County Administrator is authorized to execute an amendment to this Agreement extending the term, subject to any restrictions related to the Funds.

4.2 Extension Rates and Terms. For any extension beyond the Initial Term, Agency shall continue to provide the services under this Agreement upon the same terms and conditions as set forth in this Agreement for such extended period and shall be compensated at the rates in accordance with Exhibit C (Service Delivery Fee Schedule), unless otherwise agreed upon by the Parties.

4.3 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of Funds in accordance with Chapter 129, Florida Statutes.

4.4 Time of the Essence. Agency shall comply with the deadlines set forth in Exhibit B (Project Schedule), and all duties, obligations, and responsibilities of Agency shall be completed no later than the timeframe for deliverables set forth in Exhibit B (Project Schedule). Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

4.5 4.5. Notwithstanding any provision to the contrary under this Agreement, at the expiration of the term of this Agreement, no further Work Authorization shall be issued;

however, Agency shall be required to ensure completion of all services under any outstanding Work Authorization.

ARTICLE 5. COMPENSATION

5.1 Maximum Amounts. The maximum amount payable to Agency under this Agreement, shall be Six Thousand Dollars (\$6,000.00) for each completed major home repair project, and One Thousand Three Hundred Dollars (\$1,300.00) for each completed minor home repair project. Payment shall be subject to the availability of Funds, and in accordance with Exhibit C (Service Delivery Fee Schedule). Payment shall be made only for: (i) payment of Project eligible expenses for services actually performed and completed by a Contractor pursuant to this Agreement and a Homeowner-Contractor Agreement, as more specifically set forth in the Work Authorization for a Project, and (ii) a Direct Activity Delivery Cost, as identified in a Work Authorization, which amount shall be accepted by Agency as full compensation for all such services. Agency acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Agency for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Agency's obligation to perform all services under this Agreement. Unless and except as expressly provided in this Agreement, Agency shall not be reimbursed for expenses it incurs.

5.2 Method of Billing and Payment. Agency must submit invoices to County upon Project Completion, except as provided in Section 5.2.5, utilizing the form provided in Exhibit F (Request for Payment), Project eligible expenses incurred as described in a Work Authorization for a Project, and shall comply with and submit the following information to County together with the Request for Payment and all other supporting documentation listed in the Request for Payment:

5.2.1 Agency's invoices for payment of Funds for work performed or for payment of the Service Delivery Fees stated in Exhibit C (Service Delivery Fee Schedule) shall identify the Work Authorization number and nature of the work performed.

5.2.2 Agency shall submit a copy of any purchase order or equivalent document authorizing any work or activities by a Contractor or a third party for which it is seeking payment.

5.2.3 Agency shall submit to County a signed copy of the Contractor's invoices for the Project indicating the work, services, or activities rendered, or material purchases, and the dates for same in accordance with the Homeowner-Contractor Agreement.

5.2.4 Agency administrator or the administrator's authorized representative shall certify that the services being invoiced have been received or completed.

5.2.5 If a Project is cancelled prior to or at the preconstruction meeting, Agency shall not be entitled to payment of the Direct Activity Delivery Cost set forth in the approved Work Authorization and Agency shall only be entitled to payment for actual costs incurred and included in the approved Work Authorization.

5.2.6 A signed acknowledgment of the Homeowner certifying that the Homeowner has received all warranty documents required by law.

5.3 Provided a suspension of payment pursuant to Section 5.7 has not occurred, following receipt of invoices and supporting documentation as described in Section 5.2, County shall review the invoices and supporting documentation to determine whether the invoiced items are proper for payment and whether the expenses sought to be paid are Project eligible expenses, as determined by County in accordance with this Agreement. Upon determination by the County that the items invoiced have been received or completed, County shall make payment to Agency of the amount County determines to be payable in accordance with this Agreement.

5.4 Agency shall not be entitled to payment by County for any invoices received by County later than sixty (60) days after (1) the expiration or earlier termination of this Agreement, or (2) the time period for completion of the work set forth in any Work Authorization, whichever occurs later.

5.5 Subject to compliance with the conditions of this section, County shall make payment to Agency within thirty (30) calendar days after receipt of Agency Request for Payment, in accordance with County's Prompt Payment Policy Ordinance, Section 1-51.6, Broward County Code of Ordinances.

5.6 All Funds not expended for the Programs within the term of this Agreement shall remain in the custody and control of County.

5.7 County may suspend payment under this Agreement for any of the following events:

5.7.1 Agency's request for payment without an approved Work Authorization or the required supporting documentation;

5.7.2 Agency's use of the Funds inconsistent with the use set forth in an approved Work Authorization;

5.7.3 Agency's failure to comply with any terms of this Agreement;

5.7.4 Agency's failure to submit reports to County as required by this Agreement;

5.7.5 Agency's submittal of incorrect or incomplete reports to the County in any material respect; or

5.7.6 Agency's failure to comply with the indemnification obligations under this Agreement.

If County elects to suspend payment to Agency under this section, on or prior to the date the County suspends payment, the County shall specify the actions in writing that must be taken by

Agency as a condition precedent to resumption of payments, and shall specify a date for compliance.

5.7 Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1 Representation of Authority. Agency represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Agency, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Agency has with any third party or violates Applicable Law. Agency further represents and warrants that execution of this Agreement is within Agency's legal powers, and each individual executing this Agreement on behalf of Agency is duly authorized by all necessary and appropriate action to do so on behalf of Agency and does so with full legal authority.

6.2 Solicitation Representations. Agency represents and warrants that all statements and representations made in Agency's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct, when made and are true and correct as of the date Agency executes this Agreement, unless otherwise expressly disclosed in writing by Agency.

6.3 Contingency Fee. Agency represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Agency, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Agency, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4 Truth-In-Negotiation Representation. Agency's compensation under this Agreement is based upon its representations to County, and Agency certifies that the wage rates, factual unit costs, and other information supplied to substantiate Agency's compensation, including without limitation those made by Agency during the negotiation of this Agreement, are accurate, complete, and current as of the date Agency executes this Agreement. Agency's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Agency's compensation in this Agreement.

6.5 Public Entity Crime Act. Agency represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Agency further represents that there has been no determination that it committed a "public entity crime" as defined by

Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Agency has been placed on the convicted vendor list.

6.6 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Agency represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Agency represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Agency represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7 Claims Against Agency. Agency represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Agency, threatened against or affecting Agency, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Agency to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Agency or on the ability of Agency to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8 Verification of Employment Eligibility. Agency represents that Agency and each Contractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Agency violates this section, County may immediately terminate this Agreement for cause and Agency shall be liable for all costs incurred by County due to the termination.

6.9 Warranty of Performance. Agency represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all services under this Agreement and that each person and entity that will provide services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such services. Agency represents and warrants that the services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

6.10 Prohibited Telecommunications Equipment. Agency represents and certifies that Agency and all Subagencies and Contractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Agency represents and certifies that Agency and all Subagencies and Contractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.11 Breach of Representations. Agency acknowledges that County is materially relying on the representations, warranties, and certifications of Agency stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) recovery of all sums paid to Agency under this Agreement; (c) termination of this Agreement without any further liability to Agency; (d) set off from any amounts due Agency the full amount of any damage incurred; and € debarment of Subagency or Contractor.

ARTICLE 7. INDEMNIFICATION

7.1. Agency shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Agency, or any intentional, reckless, or negligent act or omission of Agency, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Agency shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Agency under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

7.2. For construction-related activities. Agency shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Agency and persons employed or utilized by Agency in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Agency under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Agreement.

ARTICLE 8. INSURANCE

8.1 Throughout the Term, Agency shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit H (Minimum Insurance Coverages) in accordance with the terms and conditions of this article. Agency shall maintain insurance coverage against claims relating to any act or omission by Agency, its agents, representatives, employees, or Contractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2 Agency shall ensure that “Broward County” is listed and endorsed as an additional insured as stated in Exhibit H (Minimum Insurance Coverages) on all policies required under this article.

8.3 On or before the Effective Date or at least fifteen (15) days prior to commencement of services under this Agreement, as may be requested by County, Agency shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Agency shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County’s request.

8.4 Agency shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Agency has been completed, as determined by Contract Administrator. Agency or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5 All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County’s Risk Management Division in writing.

8.6 If Agency maintains broader coverage or higher limits than the insurance requirements stated in Exhibit H (Minimum Insurance Coverages), County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Agency.

8.7 Agency shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit H (Minimum Insurance Coverages) and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of services under this Agreement. Agency shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Agency to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Agency agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Agency agrees to obtain same in endorsements to the required policies.

8.8 Unless prohibited by the applicable policy, Agency waives any right to subrogation that any of Agency’s insurers may acquire against County, and agrees to obtain same in an endorsement of Agency’s insurance policies.

8.9 Agency shall require that each Contractor maintains the minimum insurance coverages stated in Exhibit I (Form of Homeowner – Contractor Agreement) in accordance with the terms and conditions of this article. Agency shall ensure that all such Contractors comply with these requirements and that “Broward County” is listed and endorsed as an additional insured on all policies required under Exhibit I (Form of Homeowner – Contractor Agreement). Agency shall not permit any Contractor to provide services unless and until all applicable requirements of this article are satisfied.

8.10 Agency shall require that each Subagency maintains insurance coverage that adequately covers the services under this Agreement provided by that Subagency on substantially the same insurance terms and conditions required of Agency under this article. Agency shall ensure that all such Subagencies comply with these requirements and that “Broward County” is named as an additional insured under the Subagencies’ applicable insurance policies. Agency shall not permit any Subagency to provide services under this Agreement unless and until all applicable requirements of this article are satisfied.

8.11 If Agency, any Subagency, or any Contractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Agency. If requested by County, Agency shall provide, within one (1) business day, evidence of each Subagency or Contractor’s compliance with this article.

8.12 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit H (Minimum Insurance Coverages), and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Agency must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit H (Minimum Insurance Coverages).

ARTICLE 9. TERMINATION

9.1 Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. If the nature of the breach cannot be reasonably cured within such ten (10) day period, then, this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within a reasonable period of time not to exceed thirty (30) days. This Agreement may be terminated for cause by County for reasons including, but not limited to Agency’s failure to suitably or continuously perform the services under this Agreement in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

9.2 Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and Agency shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.3 Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Agency. Agency acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Agency of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Agency shall be paid for any services under this Agreement properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Agency for services under this Agreement.

9.4 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.5 In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Agency's failure to comply with any term(s) of this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1 Agency, and all Subagencies shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Agency shall include the foregoing or similar language in its contracts with all Subagencies, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2 There are no CBE or SBE goals set for this Agreement, however, Agency is encouraged to utilize Contractors local to the City of Pompano Beach.

ARTICLE 11. MISCELLANEOUS

11.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Agency to manage and supervise the performance of this Agreement. Agency acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent permitted by Applicable Law. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data or other work created by Agency in connection with performing services under this Agreement, whether finished or unfinished (“Documents and Work”), shall be owned by County, and Agency hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of the County and shall be delivered by Agency to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Agency may be withheld until all Documents and Work are received as provided in this Agreement. Agency shall ensure that the requirements of this section are included in all agreements with its Subagency(s).

11.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Agency is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Agency shall:

11.3.1 Keep and maintain public records required by County to perform the services in connection with this Agreement;

11.3.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4 Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Agency or keep and maintain public records required by County to perform the services. If Agency transfers the records to County,

Agency shall destroy any duplicate public records that are exempt or confidential and exempt. If Agency keeps and maintains the public records, Agency shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Agency receives a request for public records regarding this Agreement or the Services, Agency must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Agency must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Agency contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Agency asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Agency must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Agency must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Agency as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Agency, or the claimed exemption is waived. Any failure by Agency to strictly comply with the requirements of this section shall constitute Agency’s waiver of County’s obligation to treat the records as Restricted Material. Agency must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGENCY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-4910, IDIAZ@BROWARD.ORG, 110 N.E. 3RD STREET, FORT LAUDERDALE, FLORIDA 33301.

11.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Agency, Subagencies, and all Contractors that are related to this Agreement. Agency, Subagencies, and all Contractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and

upon request to do so, Agency, Subagencies, and all Contractors shall make same available in written form at no cost to County. Agency shall provide County with reasonable access to Agency's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Agency, Subagencies, and all Contractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least five (5) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Agency expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Agency hereby grants County the right to conduct such audit or review at Agency's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Agency shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section reveals overpricing or overcharges to County of any nature by Agency in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for overcharges, Agency shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Agency.

Agency shall ensure that the requirements of this section are included in all agreements with its Contractor(s).

11.5 Independent Contractor. Agency is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Agency nor its agents shall act as officers, employees, or agents of County. Agency shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

11.7 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign

immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

11.8 Third-Party Beneficiaries. Neither Agency nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9 Notice and Payment Address. Unless otherwise stated herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Agency. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Housing Finance Division
Attn: Director
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR AGENCY:

[_____
Attn: [_____
[_____
[_____
Email address: [_____]

With a copy to:

[_____
Attn: [_____
[_____
[_____
Email address: [_____]

11.10 Assignment. All Subagencies must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Agency without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer,

encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.11 Conflicts. Neither Agency nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Agency's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Agency's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Agency is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Agency or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Agency is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Agency shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Agency.

11.12 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.13 Compliance with Laws. Agency and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.14 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.15 Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.16 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made

to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.17 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.18 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.19 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Agency.

11.20 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.21 Payable Interest

11.21.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Agency for any reason, whether as prejudgment interest or for any other purpose, and Agency waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.21.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.22 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.23 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.24 Use of County Logo. Agency shall not use County's name or logo in marketing or publicity materials without the prior written consent from the Contract Administrator.

11.25 Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Agency certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.26 Conflict of Interest. Neither Agency nor Agency's officers and employees shall obtain a financial interest or benefit from any Program activity funded by County under this Agreement nor have any interest in any contract, subcontract, or agreement involving the Funds, either for themselves or those whom they have family or business ties, during their tenure or for one (1) year thereafter. Any possible conflicting interest on the part of Agency, its officers, employees, or agents, shall be disclosed in writing to County.

11.27. Survival. County's right to monitor, evaluate, enforce, audit, and review under this Agreement, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein in shall survive expiration or earlier termination of this Agreement and be enforceable.

11.28. Entities of Foreign Concern. The provisions of this section apply only if Agency or any Contractor will have access to an individual's personal identifying information under this Agreement. Agency represents and certifies: (i) Agency is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Agency and (iii) Agency is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date, Agency and any Contractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 5.2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

ARTICLE 12. DISPUTE RESOLUTION

12.1. Any question, claim, difficulty, or dispute of whatever nature (collectively referred to as "claim") which may arise relative to the terms of this Agreement and the work to be performed by Agency which cannot be resolved by the Contract Administrator and Agency shall be submitted to the County Administrator or the County Administrator's designee in writing within five (5) days from the date of impasse. The County Administrator or the County Administrator's designee shall notify the Contract Administrator and Agency in writing of the decision within five (5) days from receipt of the claim, unless the County Administrator or the County Administrator's designee notifies the Contract Administrator and Agency, in writing, that additional time is needed to review the claim or obtain additional information regarding the claim. In this event, the County Administrator or the County Administrator's designee shall make a decision no later than ten (10) days from receipt of the claim. Except for any claim that relates directly to the promptness of payment as set forth in Article 5, a claim shall be determined within the time periods described in this section. During the pendency of any claim or after a written determination is provided in accordance with this section, the Parties shall be required to continue their respective obligations under this Agreement and act in good faith to mitigate any potential damages.

12.2. In the event the determination of a claim under Section 12.1 is unacceptable to either Party, the Party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any claim relating to the time for performance, Work Authorization, or price adjustment is the entire claim to which the objecting Party believes it is entitled to under the terms of this Agreement. Within sixty (60) calendar days after Project Completion of all Projects under this Agreement, the Parties shall participate in mediation to address all objections to any determinations hereunder in an attempt to prevent litigation. Neither Party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under Florida law. **EACH PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ADJUSTMENTS TO THE TIME FOR PERFORMANCE AND COMPENSATION, INCLUDING ITS RIGHTS AND REMEDIES UNDER FLORIDA LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE 12.**

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, signing by and through its County Administrator authorized to execute same by Board action on the [] day of [], 202[] (Agenda Item No. []), and Agency, signing by and through its representative duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Karina D. Rodrigues (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

KDR
Form Agreement for RAB Owner-Occupied Home Repair Program
3/26/2024
#1095786v1

**AGREEMENT BETWEEN BROWARD COUNTY AND [_____] FOR OWNER-
OCCUPIED, HOME REPAIR PROGRAMS FOR THE NORTHWEST RESIDENTIAL DISTRICT OF THE
POMPANO BEACH COMMUNITY REDEVELOPMENT AREA**

AGENCY

[_____]

ATTEST:

By: _____
AUTHORIZED SIGNER

CORPORATE SECRETARY OR OTHER WITNESS

Print Name and Title

(CORPORATE SEAL)

____ day of _____, 20__

EXHIBIT A Services

The Parties shall perform their respective obligations set forth in the Agreement and this Exhibit relating to administration of the Programs described in the Agreement. The Programs consist of major home repair (including Wind Mitigation and Roof Projects; HVAC Installation/Upgrades, and/or Electrical Upgrades), and minor home repair (including Façade and Exterior Repairs).

AGENCY RESPONSIBILITIES

Agency shall provide the following services and activities for the Program:

1. Perform an initial home inspection (feasibility study) of the home of the qualified program applicant (“Homeowner”) to determine if it meets the Project Guidelines set forth in Exhibit G of the Agreement.
2. Schedule detailed inspections of the Homeowner's home.
3. Provide construction timeframe and cost estimate using software that is region-specific to South Florida and features annual data validation.
4. Develop SOW, written plans, and specifications addressing the applicable program activities in accordance with that program’s guidelines. Approval of the SOW and related documentation by Contract Administrator is required prior to Agency proceeding with the process to request quotations for the work to be performed by contractors for each project (“Request for Quotations”).
5. Prepare, schedule, analyze, and manage the Request for Quotations process.
6. Competitively bid to the list of qualified contractors and recommend the most qualified contractor, at the best price for each specific project, in accordance with the procurement procedures specified in the Agreement.
7. Following the selection of a contractor for a project, submit to the Contract Administrator a Work Authorization form, as provided in the Agreement, for the work to be performed for the respective project. If the Contract Administrator approves the Work Authorization form, County will prepare the Homeowner-Contractor Agreement to be executed by the Homeowner and selected contractor.
8. If the Contract Administrator disapproves the Work Authorization form, the Agency must work with the Contract Administrator to resolve any issues that led to the disapproval, and must resubmit the Work Authorization form (process repeats until approved).
9. Following commencement of each project, prepare requested “Change Orders,” as needed, for review and approval by the Contract Administrator. The Contract Administrator must approve Change Orders for additional work, changes in the time for performance, or increases in the amount of compensation to each contractor under the Homeowner-Contractor Agreement for each project.

10. Monitor performance of work by each contractor for each project pursuant to the terms of the Homeowner-Contractor Agreement.
11. Act as a liaison between the Homeowner and respective contractor(s) for the work to be performed for each project; provide dispute resolution for each project as provided in the Homeowner-Contract Agreement; and document in writing each issue or dispute and its resolution.
12. Obtain a Homeowner Satisfaction Survey, in a form provided by County, after the work for each project is completed by the contractors pursuant to the Homeowner-Contractor Agreement and prior to Project Completion, as defined in the Agreement.
13. Arrange and conduct a final walk-through for each project with the Homeowner, contractor, and the County.
14. Submit Quarterly Progress Reports to County in the form provided in Exhibit E of the Agreement.
15. Verify subcontractor invoices and submit payment requests, in the form provided in Exhibit F of the Agreement, at completion of each Project.
16. Provide a W-9 and sign an Authorization for ACH transfer for County to process payment of the Agency's service fees.

COUNTY'S RESPONSIBILITIES.

County shall provide the following services and activities for the Program in accordance with the terms of the Agreement:

1. Perform community outreach regarding the Program.
2. Complete income certification of an applicant.
3. Complete environmental review pursuant to 24 C.F.R. Part 58.35(a), if applicable.
4. Order and evaluate title search (ownership and encumbrance).
5. Refer eligible Homeowners to Agency.
6. Review Work Authorizations prepared and executed by Agency, and any other related documents submitted by Agency to the Contract Administrator for each Project. Respond in writing within three (3) business days of receipt of each Work Authorization whether it is approved or denied. If the Contract Administrator approves the Work Authorization, Agency shall be provided a fully executed Work Authorization. If the Contract Administrator denies the Work Authorization, the Contract Administrator will advise Agency of the reason for the denial in order for Agency to revise or correct the information and provide a revised Work Authorization for review and approval.
7. Following the Contract Administrator's approval of a Work Authorization, County shall prepare the Mortgage and Promissory Note or Receipt of Grant Form, as applicable, in accordance with the funding amount included in the Work Authorization, and provide the documents to Agency for execution by the Homeowner and the Contractor at the preconstruction meeting.
8. Perform interim and final inspections of the work performed by the Contractor for a Project.
9. Make available and provide to Agency any information County receives that it deems,

in its sole judgment to be pertinent to a Project including, but not limited to, changes to the Program Guidelines, or any other information relative to the Program that impacts or may impact a Project.

10. Provide prompt written notice to Agency whenever County observes or otherwise becomes aware of any issue that affects a Project including, but not limited to, the scope of work, time for performance, or alleged defect in the Contractor's work.
11. Review and approve Requests for Payment submitted by Agency under the Agreement upon Project Completion in accordance with the terms of the Agreement.
12. Comply with the applicable reporting requirements for each funding source for the Program.

EXHIBIT B
Project Schedule

The table below lists the main work tasks required to be completed by Agency prior to the expiration of the Agreement.

Milestone	Date
Commence feasibility inspections for homeowners ("Project") referred by County	30 days from the project referral from County
Complete Prepare work specifications, coordinate pre-bid meetings, solicit request for bid/quotations, identify lowest responsive bid/contracts	90 calendar days from project referral from County
Obtain approval of Work Authorization, obtain executed Homeowner-Contractor Agreement	30 calendar days after bid/contract identified
100% expenditure of Project budget	120 calendar days after receipt of all necessary permits for work approved in Work Authorization

**EXHIBIT C
Service Delivery Fee Schedule**

1.0 Major Home Repair Program	Total Service Fee Paid
1.1 Property Inspections (meeting with homeowner, initial and final inspections, feasibility report, property photos, termite inspections, etc.)	\$1,500
1.2 Preparation of Scope of Work, bid specs, estimates, pre-bid meeting, evaluation & approval of bid, Work Authorization, backup documents, signature retrieval, change orders, and public advertisements.	\$1,500
1.3 Monitoring activities through project (submittal, review and approval of contractor final invoice; contractor follow up; close out report)	\$1,500
1.4 Quarterly reports, liaison with homeowner, Direct Activity Delivery Costs	\$1,500
2.0 Minor Home Repair Program	
2.1 Property Inspections (meeting with homeowner, initial and final inspections, feasibility report, property photos, termite inspections, etc.)	\$400
2.2 Preparation of Scope of Work, bid specs, estimates, pre-bid meeting, evaluation & approval of bid, Work Authorization, backup documents, signature retrieval, change orders, and public advertisements.	\$400
2.3 Monitoring activities through project (submittal, review and approval of contractor final invoice; contractor follow up; close out report)	\$250
2.4 Quarterly reports, liaison with homeowner, Direct Activity Delivery Costs	\$250

HFD will pay project and service fees for items 1.1, 1.2, 2.1, and 2.2 upon completion of these services and an appropriate invoice. Project and service fees for items 1.3, 1.4, 2.3, and 2.4, and actual construction costs, will be reimbursed to FIRMS upon completion of the project and an appropriate invoice. The above project and service fees are the total amounts available to the FIRMS for services provided in connection with each home.

EXHIBIT D
Work Authorization Form

Homeowner(s):

Address:

Contractor:

Program (circle one): Minor Home Repair · Major Home Repair

This Work Authorization is between Broward County and [_____], as required pursuant to the Agreement between Broward County (“County”) and [_____] (“Agency”), dated _____, 20____ (“Agreement”), which provides for Agency to implement, in part, County’s Program circled above. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the Agreement.

This Work Authorization provides for Agency to administer performance of the Program circled above and for Contractor to provide services in connection to same, consistent with the terms of the Agreement, and as specifically described in the table below. A copy of the fully executed Homeowner-Contractor Agreement is attached hereto as Attachment A and hereby incorporated into this Work Authorization. The time period for performance of the work under this Work Authorization is 120 calendar days after receipt of all necessary permits for this work from the applicable permitting agencies.

A. Total cost of work under Homeowner-Contractor Agreement, including permit fees	B. Other service delivery costs (inspections, bid specs, work write up, testing, title search)	C. Total Mortgage/ Note amount (A & B)	D. Direct Activity Delivery Cost	Total amount to be expended (Total Project Costs) (C & D)

WORK DETAIL

Major Home Repair Program	
Homeowner-Contractor Agreement	
Property Inspections (meeting with homeowner, initial and final inspections, feasibility report, property photos, termite inspections, etc.)	\$1,500.00
Preparation of Scope of Work, bid specs, estimates, pre-bid meeting, evaluation & approval of bid, Work Authorization, backup documents, signature retrieval, change orders, and public advertisements.	\$1,500.00
Monitoring activities through project (submittal, review and approval of contractor final invoice; contractor follow up; close out report)	\$1,500.00
Quarterly reports, liaison with homeowner, Direct Activity Delivery Costs	\$1,500.00
Optional Services when Applicable	
Title Search (to be obtained by County)	
TOTAL PROJECT COSTS	

Minor Home Repair Program	
Homeowner-Contractor Agreement	
Property Inspections (meeting with homeowner, initial and final inspections, feasibility report, property photos, termite inspections, etc.)	\$400.00
Preparation of Scope of Work, bid specs, estimates, pre-bid meeting, evaluation & approval of bid, Work Authorization, backup documents, signature retrieval, change orders, and public advertisements.	\$400.00
Monitoring activities through project (submittal, review and approval of contractor final invoice; contractor follow up; close out report)	\$250.00
Quarterly reports, liaison with homeowner, Direct Activity Delivery Costs	\$250.00
Optional Services when Applicable	
Title Search (to be obtained by County)	
TOTAL PROJECT COSTS	

Broward County HFD, through its Contract Administrator	
Sign: _____	Title: _____
Print Name: _____	Date: _____

[_____] (Agency)	
Sign: _____	Title: _____
Print Name: _____	Date: _____

Contractor	
Sign: _____	Title: _____
Print Name: _____	Date: _____

Homeowner	
Sign: _____	
Print Name: _____	Date: _____

Additional Homeowner (if applicable)	
Sign: _____	
Print Name: _____	Date: _____

EXHIBIT E
Quarterly Progress Report

Vendor Name: _____

OWNER-OCCUPIED HOME REPAIR PROGRAMS

Major Home Repair (“Major”), Minor Home Repair (“Minor”)

Period Covered: _____ to _____

Person preparing report _____ Title _____

Area	No. of referrals	Services		Completed projects
		Major	Minor	
Bro. County				
TOTALS				

Describe successes or problems encountered with Program _____

Identify technical assistance needed or requested from HFD staff _____

Accomplishments this Quarter (insert number of projects)

- A. Homeowner referred from County _____
- B. Initial inspection scheduled or performed _____
- C. Scope of work prepared; prebid meeting scheduled/held _____
- D. Projects with bids received this quarter _____
- E. Contractor selected; Work Authorization signed;
HO/Contractor agreement signed _____
- F. Permit applied for or pending; materials ordered _____
- G. Permits obtained; work in progress _____
- H. Project completed; request for payment submitted _____

Attach Homeowner List, Page 2 of Quarterly Progress Report

EXHIBIT F
Request for Payment
(Submittal and attachments must be paper documents)

Payee: _____

Homeowner Name:

Address:

Amount:

Final Project Accounting

Initial Construction Amount	
Amended Construction Amount (with change orders)	
Service Delivery Costs	
Direct Activity Delivery Costs	
Total Project Costs	

Attachments (all items must be submitted as paper documents):

- Final Inspection Report, signed and dated by Agency and Homeowner
- Wind Mitigation Report (if applicable), signed and dated
- Building permit cards (signed off)
- Homeowner Satisfaction Survey
- Contractor detailed invoice
- Copy of Warranty to Homeowner
- Signed receipt from Homeowner for warranty and product warranties
- Final lien releases

Certification: I certify that this billing is correct and just, and based upon obligations of records for the Project; that the work and services are in accordance with Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement are satisfactory and are consistent with the amount billed.

_____ Signature and title of Authorized Official	_____ Date

Approved:	
_____ Signature and title of County Designee	_____ Date

Vendor letterhead

REQUEST FOR PAYMENT, DETAIL SHEET

Homeowner name: _____

Property address: _____

Work Authorization No: _____

Program (circle one): Major Home Repair --- Minor Home Repair

<u>Description of Service</u>	<u>Cost of Service</u>	<u>Invoice #</u>	<u>Amount Due This Invoice</u>
Title Search	\$		\$
Initial Inspection			
Scope of work, bids, estimates			
Prebid meeting			
Evaluation/approval of bids/change orders			
Final Inspection			
Initial Construction Award			
Change Order/s, if applicable			
TOTAL PROJECT CONSTRUCTION COSTS	\$		
Direct Services Fee	\$		
TOTAL PROJECT & DIRECT SVC COSTS	\$		
Amount previously paid, if applicable	\$ 0.00		
AMOUNT DUE THIS INVOICE			\$
Balance, if applicable	\$ 0.00		

EXHIBIT G
Project Guidelines

MAJOR HOME REPAIR and MINOR HOME REPAIR PROJECTS (project budgets and scope of work may be revised periodically as approved by Division Director)

Budget per project

- Major Home Repair - not to exceed \$50,000/project
- Minor Home Repair - not to exceed \$10,000/project

Major Home Repairs/Scope of Work

- Wind Mitigation and Roof Projects;
 - roof repair or replacement;
 - installation of roof-to-wall hurricane tie downs;
 - installation of wind impact windows, doors, garage doors, and/or hurricane shutters; and
 - termite assessment and mitigation, as needed.
- HVAC Installation/Upgrades; and/or
 - unit replacement;
 - ductwork installation and repairs;
 - load/capacity calculations and BTU measurements; and
 - electrical upgrades required for HVAC installation or replacement.
- Electrical Upgrades
 - panel upgrades, including electrical plans and notes to determine circuit breaker types, mounting details, wiring, etc.

Minor Home Repairs/Scope of Work

- Façade and Exterior Repairs
 - exterior painting;
 - soffit and/or fascia repairs;
 - sidewalk/driveway repairs;
 - fence repairs/replacement; and,
 - termite assessment and mitigation, as needed.

Contractor selection criteria

- Contractor must meet licensing requirements and registered with Broward County
- Selection will be through competitive bid process
- Homeowner-Contractor Agreement will be executed

EXHIBIT H Minimum Insurance Coverages

Project: Major and Minor Home Repair Programs Pompano Beach NWCRA
Agency: Housing Finance Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying, and design professionals.	N/A		Each Claim: *Maximum Deductible:	\$1,000,000 \$100,000	\$2,000,000
<input checked="" type="checkbox"/> POLLUTION / ENVIRONMENTAL LIABILITY <i>*Required for projects involving Mold Remediation, Asbestos Abatement or Lead Removal.</i>			Each Claim: *Maximum Deductible:	\$1,000,000 \$10,000	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible: CONTRACTORIS RESPONSIBLE FOR DEDUCTIBLE	\$10,000	Completed Value
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			Digitally signed by COLLEEN A. POUNALL Date: 2024.03.19 11:03:25 -04'00' _____ Risk Management Division		

EXHIBIT I
Form of Homeowner – Contractor Agreement

BROWARD COUNTY, FLORIDA

HOUSING FINANCE DIVISION
OWNER OCCUPIED HOME REPAIR PROGRAMS

AGREEMENT BETWEEN OWNER and CONTRACTOR

THIS Agreement made this _____ day of _____,
20_____, by and between _____
("Owner"), and _____ ("Contractor").

WITNESSETH

- A. Owner owns certain property located at _____
which is in need of repairs.
- B. Owner has qualified under the Broward County Housing Finance Home Repair Program,
hereinafter referred to as "Program," for funding to make certain repairs to his/her property.
- C. Contractor is the person, firm or corporation, with whom the Agreement is being made
directly or through accredited representatives and who is primarily liable for the acceptable
performance of the work provided for in this Agreement, and also for the payment of all legal
debts pertaining to the work and is not an agent or employee of Broward County.
- D. Contractor is licensed by all necessary state, county, and municipal entities to engage in
the construction and contracting business.
- E. County has engaged [_____] ("Agency") to implement and oversee the
work performed by the Contractor.
- F. Owner desires to engage and contract with Contractor to perform the services herein set
forth, and Contractor desires to provide such services.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which
are hereby acknowledged, the parties agree as follows:

1. Contractor shall furnish all material and labor required to rehabilitate, renovate, repair,
remodel, and improve Owner's subject property, as noted in job specifications and plans
dated _____, which are attached and incorporated by reference.
 - Pre-Bid Conference held: _____ date.

2. Contractor for itself, its subcontractors, its material persons and all other persons acting for, through, or under it, covenants that above-described work shall be completed within one hundred twenty (120) calendar days after receipt of all necessary permits for work approved in Work Authorization
3. Contractor shall be paid for the completion of those items of work set forth above in the sum of _____ Dollars (\$_____). Contractor's invoice shall be paid by Agency by check drawn on a local lending institution. Said check shall be in the name of Contractor, and an additional party, if any previously approved by Agency. Payment shall be according to the following terms and conditions:
 - a. Notices provided to Agency under this Agreement shall be provided at the address set forth in Section 24.
 - b. Agency may inspect the work of Contractor in conjunction with Owner and local building officials.
 - c. Contractor shall certify the completion of the work involved in this contract to Owner and Agency.
 - d. It is acknowledged by Contractor that payment shall be made to Contractor, in accordance with Paragraph 5 below, either upon full completion of said work by Contractor, to the satisfaction of Agency, or upon full completion of each stage of the work, to the satisfaction of Agency, as set forth in an attached draw schedule, if applicable.
4. Owner and Contractor agree that only the work contained in the job specifications shall be done. There shall be no private agreements of any kind between Owner and Contractor other than as referenced in the Request for Quotations. Any deviation shall cause the removal of Contractor from Agency's Contractor List. Each item in the job specifications has been discussed and the contents understood.
5. Owner and Contractor agree that either party may terminate this Agreement for cause, or upon mutual agreement at any time provided written notice is given in advance stating the reason for termination. In the event of such termination, Contractor shall be paid by Agency, in accordance with this Paragraph 5, for the total percentage of work completed by Contractor to the satisfaction of Agency. In order to calculate the percentage of work completed by Contractor, the cost charged by the awarded responsible bidder approved by Owner and County to complete the job as specified herein shall be subtracted from the amount specified in Paragraph 3, less any draws previously paid Contractor. The difference between these amounts will be due Contractor. Any funds remaining after payment to Contractor shall be applied to the amount due to the awarded responsible bidder, and this Agreement shall cease, end, and terminate.

6. Contractor shall supply Agency with a list of all subcontractors prior to commencement of work, and Contractor shall supply County with a list of all substitutions or additions of subcontractors within ten (10) calendar days of such substitution or addition and before final payment. Prior to receipt of any payments, Contractor shall submit to Agency the Contractor's request for payment executed by Contractor and Owner, and executed releases of all liens from all subcontractors, laborers, material person and suppliers, which shall include the amount of payment received by same. In addition to the foregoing, prior to receipt of final payment Contractor shall submit to Agency a Code Compliance letter or signed-off permit from any and all governmental agencies with jurisdiction over the work performed by Contractor.
7. Any alteration or deviation from the work to be performed by Contractor as set forth in Paragraph 1 will be permitted only upon written consent of Owner with written consent of Agency and County and a duly executed change order in the form shown on Exhibit A attached and incorporated herein.
8. Owner and Contractor agree that any additional code or incipient violations that may occur during the construction period may be addressed by deleting a non-code related item(s), called "General Property Improvements."
9. Contractor agrees to indemnify and hold harmless Owner, County, and Agency from and against any and all claims, damages or causes of action arising out of any act, error or omission under this Agreement committed by Contractor, his/her agent and employees, his/her subcontractors and of any persons either directly or indirectly employed by said subcontractors. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Owner.
10. Contractor shall be responsible for any damage done to Owner's home, furnishings and personal property, as a result of work performed by Contractor under this Agreement.
11. Contractor and Owner jointly and severally agree to indemnify and hold harmless County, its agents, and employees, from and against any and all claims, damages or causes of action which may arise out of the disbursement or non-disbursement of funds under this Agreement and/or arising out of or accruing from any and all acts, omissions or errors of the parties and/or County, its officers, servants, agents and/or employees, resulting in or relating to injuries to body, life, limb, or property.
12. Contractor shall provide, pay for, and maintain in force at all times during the services to be performed herein, Worker's Compensation Insurance and Comprehensive General Liability Insurance issued by a company authorized to do business in the State of Florida and having agents upon whom service of process may be made in Broward County. The limits of liability of said Comprehensive General Liability insurance shall be in an amount not less than \$1,000,000.00 per occurrence, combined single limit, for claims for damages for bodily injury

and property damage liability, including accidental or wrongful death and property damage, which may arise from the performance of services under this Agreement.

13. Prior to commencing any work, Contractor shall provide to County a certificate stating that an endorsement has been obtained under each policy evidencing that said policies cover Contractor for the work to be done under this Agreement. All endorsements and certificates provided shall state that County will be given thirty (30) days' notice prior to expiration or cancellation of the policy.
14. Once the work commences, Contractor shall have a right of entry, to proceed with work or to inspect such work, to all parts of the premises requiring work or inspection only during the presence of the Owner or without the presence of Owner, if a key to Owner's residence is provided to Contractor directly by Owner. Such right of entry shall be limited to the hours of 7:00 AM to 7:00 PM, Monday through Saturday. Contractor shall permit observation by Owner and his/her agents, and Agency at all times.
 - a. Owner shall permit Contractor to use, at no cost, existing utilities, such as light, heat, power and water, necessary to carry out and complete such work.
 - b. Owner agrees to cooperate with Contractor to facilitate the performance of the work or inspection, including the removal and replacement of personal property including, but not limited to, rugs, coverings, and furniture, as necessary. It is agreed that Owner and family may occupy said premises during said construction.
15. Contractor agrees to keep the property clean and orderly during the course of the work and remove all materials, debris, equipment and machinery at the completion of the work, leaving the premises in a clean and unclogged condition. Contractor shall remove debris daily and broom sweep daily when premises is occupied. Contractor and Owner must mutually agree upon location and duration of materials that may be stored on site.
16. Where called for in the material specifications, samples of materials shall be delivered to Owner and Agency for their approval. Owner and Agency shall have forty-eight (48) hours from delivery of each of said materials to approve or reject said materials.
17. All work done and materials to be provided by Contractor shall be in accordance with the standards and specifications provided for in Paragraph 1 and all work shall be completed with good workmanship and in a quality manner according to standard practices of the trade.
18. Contractor agrees to warrant and guarantee a new roof, if constructed, for ten (10) years and all remaining work for a period of one (1) year from the latest of:
 - a. Date of acceptance and final completion of all work required under this Agreement or

- b. Receipt of a Certificate of Occupancy or Certification of Completion issued by the applicable governmental agency
- 19. Contractor will furnish Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials, appliances and other equipment furnished under this Agreement.
- 20. Contractor shall obtain at his/her own expenses any and all permits and shall pay all impact fees required by any and all state, county and local governmental agencies including business license and building permits. Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save Owner harmless from loss on account thereof.
- 21. This Agreement may not be assigned by Contractor without the prior written approval of Owner and County.
- 22. Contractor and Owner hereby agree:
 - a. That in the event questions, difficulties, or disputes of whatever nature arise relative to the interpretation of any of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount, and value of any work done, materials furnished, or payments requested, under or by reason of this Agreement, County, although not a party to this Agreement, shall be requested to act as arbitrator and review and consider the claims made by the parties and shall make all decisions regarding such claims and disputes, and such decisions upon all claims, questions and disputes shall be a final and conclusive decision binding the parties hereto. County shall make determination with regard to final payment of construction funds. Notice of the determination made by County shall be sent in the manner provided for in the Notices section of this Agreement to each party. Either party shall have five (5) calendar days within which to furnish written notice of objections to County's determination to the Director of Broward County Housing Finance Division, 110 NE 3rd Street, Fort Lauderdale, FL 33301. If no objection is received within the five (5) calendar day period, then Agency shall disburse the remaining funds/proceed in accordance with its determination which shall be a final and conclusive settlement of all claims between parties.
 - b. To indemnify and hold harmless County, its agents and employees, for any actions or decisions made pursuant to Paragraph 23(A) of this Agreement, regarding any claims or disputes of the parties.
- 23. Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent either by: certified United States Postal Service mail, postage prepaid, return receipt requested; hand delivery with a request for a written receipt acknowledging delivery; or overnight courier with a receipt of acknowledgement of delivered addressed to the party

for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein unless changed in writing in the manner provided in this section. For the present, the parties designate the following:

- 24. COUNTY:
Director, Broward County Housing Finance Division
110 NE 3rd Street, Suite 300
Fort Lauderdale, FL 33301

CONTRACTOR:

HOMEOWNER:

CONSTRUCTION INSPECTOR:

- 25. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written and Change Order, provided for in Exhibit A and approved by all appropriate parties.

- 26. This Agreement may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals.

OWNER/S

CONTRACTOR

Signature

Signature

Print Name

Print Name/Title

Address

Address

Signature

Signature

Print Name

Print Name/title

Address

Attest to Seal

If Contractor is a corporation, this Agreement shall be signed by an authorized officer and attested to by the Secretary, affixed with a corporate seal.

SECTION I

ATTACHMENTS

Broward County Housing Finance Division
Attachment A
CERTIFICATE OF STATUS – CORPORATION
FLORIDA DEPARTMENT OF STATE

Broward County Housing Finance Division
Attachment B
IRS Form 501(c)(3)