Docusign Envelope ID: 4C8BD032-8C50-8E99-83BF-8CB92E3A09B5

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Repair Roofs Using SHIP Funding

Requested Action and Justification:

Request approval to correct the NTE amount from $1,500,000.00 to $1,900,000.00, with no other changes to renewal award approved on 5/14/2026. An increase to the year one contract was approved on 5/28/26, revising the first-year expenditure from $750,000 to $1,100,000. Therefore, the total expenditure under the first renewal will be $750,000.00, for a revised new total not to exceed $1,900,000.00.

Supplier:	Northeast Florida Builders Associat	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	07/07/2025

POA #:	72197-25	**PO #:**	700461-26	**Change Order #:**	2
Solicitation #:	RFP-NONCON 16800 25	**Contract #:**	72197-25	**Contract ADM #:**	2
Term:	1 year	**Options:**	2, 1-year	**Options Used:**	n/a

Federally Funded:	No	**JSEB Rec:**	Encouragement
Licenses Verified:	N/A	**JSEB %:**	0
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	11701	**Center:**	174106	**Acct:**	583040	**Proj:**	010904	**Activity:**	00000000	$ 750,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 1,900,000.00	**Contingent Amt:**	$ 0	**DMP/ODPO Amt:**	$ 0

Using Agency/BU:	ERCD:HOUSING AND COMMUNITY DEVELOPMENT			
Concurrence:	Signed by: Jeffrey, Travis 1431B9601B724DF...	**Title:**	CHIEF OF HOUSING AND COMMUNITY DEVELOPMENT	9/2/2026
Concurrence:	Okewusi, Adebisi D7B65F680F5D433...	**Title:**	DIRECTOR FINANCE-HOUSING AND COMMUNITY DEVELOPMENT	9/2/2026
Concurrence:		**Title:**		
Concurrence:		**Title:**		

Procurement Analyst/Buyer:	Signed by: Simpson, Sandy 309A0368E9B74A5...	**Chief of Procurement:**	Signed by: B10F1D517352456...	9/15/2026
Name:	Simpson, Sandy	**Name:**	Dustin L. Freeman	

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

Docusign Envelope ID: 4C8BD032-8C50-8E99-83BF-8CB92E3A09B5

PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

Docusign Envelope ID: 4C8BD032-8C50-8E99-83BF-8CB92E3A09B5

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Service Contract to Repair Roofs Using SHIP Funding

Requested Action and Justification:

Recommend approval to utilize the first of two (2), one (1) year renewal options with Northeast Florida Builders Association Builders Care, Inc. for roof repair services in the amount of $750,000.00. The purpose of this contract is to provide assistance to low- to moderate-income households in Duval County by supporting the City of Jacksonville's roof repair program. Period of service will be October 6, 2026 through October 7, 2027. Total revised expenditure will be $750,000.00, for a new total not to exceed $1,500,000.00.

This award will be executed through a formal contract in coordination with the Office of General Counsel.

Supplier:	Northeast Florida Builders Associat	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	07/07/2025

POA #:	72197-25	**PO #:**	700461-26	**Change Order #:**	
Solicitation #:	RFP-NONCON 16800 25	**Contract #:**	72197-25	**Contract ADM #:**	1
Term:	1 year	**Options:**	2, 1-Year	**Options Used:**	

Federally Funded:	No	**JSEB Rec:**	Encouragement
Licenses Verified:	N/A	**JSEB %:**	0
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	11701	**Center:**	174106	**Acct:**	583040	**Proj:**	010904	**Activity:**	00000000	$ 750,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 1,500,000.00	**Contingent Amt:**	$ 0	**DMP/ODPO Amt:**	$ 0

Using Agency/BU:	ERCD:HOUSING AND COMMUNITY DEVELOPMENT			
Concurrence:	Signed by: Jeffrey, Travis 431B9601B724DF...	**Title:**	CHIEF OF HOUSING AND COMMUNITY DEVELOPMENT	4/28/2026
Concurrence:	Signed by: Okewusi, Adebisi D7B65F680F5D433...	**Title:**	DIRECTOR FINANCE-HOUSING AND COMMUNITY DEVELOPMENT	4/29/2026
Concurrence:	Signed by: Raelyn Means C164AC3F33894DF...	**Title:**	Housing & Community Development Administrator	4/29/2026
Concurrence:		**Title:**		

Procurement Analyst/Buyer:	Signed by: Simpson, Sandy 309A0368E9B74A5...	**Chief of Procurement:**	Signed by: B10F1D517352456...	5/12/2026
Name:	Simpson, Sandy	**Name:**	Dustin L. Freeman	

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	Signed by: kelli O'Leary 92A2898FE95E4AC...
Date:	5/14/2026	**Date:**	5/14/2026

Signed by:

Docusign Envelope ID: 4C8BD032-8C50-8E99-83BF-8CB92E3A09B5

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Roofing Services

Requested Action and Justification:

Request approval to increase the award with Northeast Florida Builders Association by $400,000.00 to allow the supplier to continue providing repair service to the Duval residence in the SHIP program. Total revised not-to-exceed amount will be $1,150,000.00. Period of Service will remain unchanged.

This award will be executed by formal contract amendment through the Office of General Counsel.

Supplier:	Northeast Florida Builders Associat	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	05/20/2026

POA #:	N/A	**PO #:**	700461-26	**Change Order #:**	1
Solicitation #:	N/A RFP-16800 25	**Contract #:**	700461-26	**Contract ADM #:**	1
Term:	1 year	**Options:**	2, 1 year	**Options Used:**	N/A

Federally Funded:	No	**JSEB Rec:**	Encouragement
Licenses Verified:	N/A	**JSEB %:**	0
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	11701	**Center:**	174106	**Acct:**	583040	**Proj:**	010759	**Activity:**	00000000	$ 400,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 1,150,000.00	**Contingent Amt:**	$ 0	**DMP/ODPO Amt:**	$ 0

Using Agency/BU:	ERCD:HOUSING AND COMMUNITY DEVELOPMENT			
Concurrence:	Signed by: Jeffrey, Travis 1431B9601B7240F...	**Title:**	CHIEF OF HOUSING AND COMMUNITY DEVELOPMENT	5/20/2026
Concurrence:	Signed by: Means, Kaelyn 2764AC3F33894DF...	**Title:**	HOUSING & COMMUNITY DEVELOPMENT ADMINISTRATOR	5/20/2026
Concurrence:	Olewusi, Adebisi D7B65F680F5D433...	**Title:**	DIRECTOR FINANCE-HOUSING AND COMMUNITY DEVELOPMENT	5/20/2026
Concurrence:		**Title:**		

Procurement Analyst/Buyer:	Signed by: Simpson, Sandy 309A0368E9B74A5...	**Chief of Procurement:**	Signed by: B10F1D517352456...	5/26/2026
Name:	Simpson, Sandy	**Name:**	Dustin L. Freeman	

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	Signed by: kelli O'Leary 92A2898FE95E4AC...
Date:	5/28/2026	**Date:**	5/28/2026

Signed by:

Docusign Envelope ID: 4C8BD032-8C50-8E99-83BF-8CB92E3A09B5

STATE HOUSING INITIATIVES PARTNERSHIP ("SHIP") SERVICES CONTRACT
(Roof Replacement Program)

THIS SERVICES CONTRACT (this "**Contract**") is entered into this 7th day of October, 2025 (the "**Effective Date**"), between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **NORTHEAST FLORIDA BUILDERS ASSOCIATION BUILDERS CARE, INC.**, a Florida not-for-profit corporation ("**Contractor**").

RECITALS:

WHEREAS, the City is a participating jurisdiction in the SHIP Program (the "**SHIP Program**") established by the State of Florida; and

WHEREAS, pursuant to **Ordinances 2023-335-E and 2024-433-E**, the City has appropriated a portion of SHIP Program funds received from the State to procure the Contractor to provide services for the roof replacement program to eligible households in Duval County, Florida, as set forth in this Contract; and

WHEREAS, the City issued a Request for Proposal No. **16800-25** (the "**RFP**") for services relating to the roof replacement program (the "**Services**"), as more fully described in the RFP; and

WHEREAS, based upon Contractor's response to the RFP, on August 8, 2025, the City's Jacksonville Awards Procurement Committee and Mayor authorized the award of a contract to Contractor.

NOW, THEREFORE, in consideration of the mutual promises and covenants of this Contract, the parties agree as follows:

ARTICLE 0
(Incorporation by Reference)

0.1 The above stated recitals are true and correct and, by this reference, are made a part of and are incorporated in this Contract.

0.2. This Contract consists of the following documents, which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

(a) This Contract, as modified by any subsequent signed amendments
(b) Attachments to this Contract
(c) Bid Specifications for the Roof Replacement Program
(d) Any amendments to the Bid Specifications
(e) Contractor's response to the RFP, provided that any terms in the response that are prohibited under or conflict with the RFP shall not be included in this Contract.

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ARTICLE I
(Scope of Services/Supervision)

1.1 Contractor shall perform the Services more particularly described in **Attachment A** attached hereto in accordance with the terms and conditions of this Contract and under the general coordination of the City's Neighborhoods Department, Housing and Community Development Division. If any services, functions, or responsibilities not specifically set forth in this Contract are necessary for the proper performance of the Services, then they are deemed implied by and included within the Services.

1.2 In addition to the requirements, limitations, and restrictions set forth elsewhere in this Contract, Contractor shall use the funds in a manner consistent with all applicable federal, state, and local laws, rules, regulations, and policies, as amended from time to time, during the term of this Contract; including, without limitation, all laws, rules, regulations, and policies governing the funds, the terms of which are incorporated into this Contract by reference. Contractor acknowledges and agrees that it has reviewed, understands, and is familiar with all applicable federal, state, and local laws, rules, regulations, and policies concerning this Contract, and it has not relied on the City as to the content or meaning of such laws, rules, regulations, or policies. If any of the obligations of this Contract are to be performed by a subcontractor of Contractor, Contractor shall incorporate the provisions of this Section 1.2 into the subcontract. Additionally, Contractor represents and warrants to the City that Contractor has reviewed, understands, and is familiar with and will comply with the provisions of the Jacksonville Ethics Code, Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Procurement Code, Chapter 126, *Jacksonville Ordinance Code.*

1.3 Nothing contained in this Contract or any other document (attached to or contemplated by this Contract) shall constitute or create any duty on or warranty by the City regarding: (a) the accuracy or reasonableness of the Schedule of Fixed Pricing Rates attached hereto as **Attachment B**, or Contractor's budget; (b) the proper application by Contractor of the City funds provided hereunder; (c) the quality of the Services by Contractor; or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding the aforesaid matters. Contractor acknowledges that the City's only responsibility under the provisions of this Contract is to pay up to the amount provided for if Contractor performs the Services in accordance with this Contract and to the City's satisfaction. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment. Contractor shall include this Section 1.3 in its contracts and any subcontracts to which Contractor may be a party for performance of the Services required in this Contract.

ARTICLE II
(Funding)

2.1 The City agrees to pay to Contractor **an amount not to exceed Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00)**, which amount is the maximum indebtedness of the City pursuant to Section 106.431, *Jacksonville Ordinance Code*, under the terms of this Contract.

2.2 The City shall pay the funds to Contractor over the period of this Contract commencing on the Effective Date and **ending one year from the Effective Date** (the "**Termination Date**"), with two (2) one-year renewal options, in accordance with the provisions of

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this Contract. Payments to Contractor for the Services shall be made on a reimbursement basis as set forth in **Attachment C-1** (Conditions Precedent for Disbursements). The City shall not be required to advance any funds. Contractor shall expend the funds solely and exclusively for the Services and Contractor shall not expend or otherwise use any of the funds for any other purpose. The City's obligation to fund the disbursements to Contractor for the Services shall be limited to eligible expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to make disbursements to Contractor shall end sixty (60) days thereafter.

2.3 The method of payment shall be according to the Conditions Precedent to City's Disbursements as described in **Attachment C-1**. The City shall not be obligated or required to make any disbursements if Contractor is in breach of this Contract.

2.4 Any unused or residual funds remaining at the termination of this Contract or after completion of the Services, whichever comes first, shall revert to and belong to the City (including any funds on hand at the time of expiration of funding and any accounts receivable attributable to the use of the funds)If Contractor receives or expends any portion of the funds in a manner inconsistent with the terms of this Contract (which shall include any funds reimbursed to Contractor by the City in error) or any applicable federal, state, or local law, rule, regulation, or policy, then Contractor shall, upon receipt of notice from the City, immediately refund and return all such funds to the City without demand or further notice. Contractor shall also reimburse the City for all costs, expenses, and fees, including attorneys' fees and court costs, incurred or expended by the City in connection with any collection efforts to recover any funds due to the City pursuant to this Contract. The City may immediately terminate this Contract if it determines, in its sole discretion, that any portion of the funds provided hereunder were improperly spent.

2.5 In addition to the provisions of Section 2.4 above, upon termination of this Contract, Contractor shall transfer to the City any funds on hand at the time of termination and any accounts receivable attributable to the use of the funds.

2.6 Contractor acknowledges and agrees that it shall expend funds solely for the Services as specified in this Contract.

ARTICLE III
(Disbursements)

3.1 Provided Contractor has fully and properly performed all obligations of Contractor, the City will make disbursements (each a "**Disbursement**" and collectively, the "**Disbursements**") to Contractor for the Services, up to the maximum amount of the funds, and subject to the requirements of Attachment C-1, *Conditions Precedent for Disbursements*. However, in no event shall the City be obligated to make disbursements of the funds more than the verified Services costs. Nothing contained in this Contract constitutes or creates any duty on or warranty by the City regarding (a) the accuracy or reasonableness of Contractor's response to the RFP; (b) the feasibility or quality of the contracts entered into by Contractor for performance of the Services, if any; (c) the proper application by Contractor of the funds; (d) the quality of the Services; or (e) the competence or qualifications of any third party furnishing services in connection with this Contract.

3.2 No Disbursement will be made for partial completion of a roof replacement project. Each roof replacement project muut be completed in its entirety before any Disbursement will be made to Contractors for the work performed on that roof replacement project. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment.

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3.3 Contractor shall submit disbursement requests to the City no more frequently than monthly for roof replacement projects completed since the prior disbursement request. Each disbursement request shall constitute a representation by Contractor to the City that: (a) the assistance provided to recipients conforms with all applicable rules and regulation of the public authorities having jurisdiction, (b) the value of the assistance is as stated, (c) payment for the items described in the disbursement request has been made (or, at the option of the City, will be made by the City directly to the provider of the service), (d) the disbursement request is consistent with the terms of this Contract, and (e) no event of default or event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred and is continuing.

3.4 The Contractor Disbursement Request Form is attached as **Attachment C-2**. In each disbursement request, Contractor shall certify and describe in detail reasonably acceptable to City (a) the Services provided including the individuals served, and (b) the amount Contractor is seeking. Contractor shall attach to each Disbursement Request Form such invoices, receipts, cancelled checks (or evidence that payment has cleared Contractor's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on and pertain to the Services. Failure by Contractor to provide the City with the required documentation to receive payment under this Contract shall result in a denial of Contractor's disbursement request and shall constitute a material breach of this Contract.

3.5 The City shall have no obligation to make any Disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default has occurred and is continuing. Nothing contained in this Contract shall constitute or create any warranty by the City regarding the proper application by Contractor of the proceeds, and the City's disbursement of funds shall not estop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

3.6 Nothing contained in this Contract, or any other document attached hereto or contemplated hereby, shall constitute or create any duty on or warranty by the City regarding (a) the accuracy or reasonableness of a Disbursement Request, (b) the proper application by Contractor of the funds, (c) the quality of the Services, or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding these matters.

ARTICLE IV
(Term and Termination)

4.1 The term of this Contract shall commence on the Effective Date and **shall expire on the Termination Date**, unless terminated sooner with or without cause, by either party giving thirty (30) days' prior written notice of the termination as provided herein. The City may renew this Contract for up to two (2) additional one-year terms in accordance with the RFP.

4.2 The occurrence of any one or more of the following events prior to the expiration or termination of this Contract shall constitute an event of default under the provisions of this Contract:

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(a) Failure to perform or observe any material term, agreement, covenant, or condition of this Contract, which default continues for thirty (30) days after written notice thereof (unless a shorter period is set forth elsewhere in this Contract).

(b) A violation of any applicable federal, state, or local law, rule, regulation, or policy with respect to the subject matter of this Contract.

(c) If any representation or warranty contained in this Contract shall be false or misleading in any material respect.

(d) The application by Contractor for, or consent to, the appointment of a receiver, trustee, liquidator, or custodian (or similar official) of all (or a substantial part) of its assets. A default under this provision includes any instance where Contractor:

(i) is unable or admits in writing its inability to pay its debts as they mature;

(ii) makes a general assignment for the benefit of creditors;

(iii) is adjudicated as bankrupt or insolvent;

(iv) files a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors;

(v) agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding;

(vi) if any corporate action shall be taken by Contractor for any purpose of effecting any of the foregoing; or

(vii) if any order, judgment, or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator, or custodian (or other similar official) of all or a substantial part of its assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days.

(e) An event of default by Contractor under any other agreement or transaction between Contractor and the City.

4.3 If the City terminates this Contract due to an event of default by Contractor, then the City may exercise all rights and remedies it may have at law or in equity. Failure or delay on the part of the City to notify Contractor of a default is not a waiver by the City of the default or of any future default of Contractor.

4.4 Termination shall be effective at the close of business on the 30th day after date of notice without the necessity of any further notice to Contractor if the breach has not been corrected within the thirty (30) day period. Notice shall be delivered in accordance with the notices provision of this Contract. Upon receipt of a notice of termination and, except as otherwise directed, Contractor shall:

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(a) Cease working under this Contract;

(b) Place no further orders or subcontracts related to the performance of the Services;

(c) Terminate all orders and subcontracts related to the performance of the Services; and

(d) Prepare all necessary reports and documents required under the terms of this Contract up to the date of termination, including the final report, without reimbursement for the services rendered in completing the reports beyond the termination date.

4.5 If Contractor should materially fail to comply with any term of this Contract, then the City may terminate this Contract and shall reimburse Contractor, subject to the requirements for reimbursement in this Contract, for eligible, necessary, and reasonable payments made by Contractor up to the date of the termination only.

ARTICLE V
(Reporting and Auditing)

5.1 During the term of this Contract, Contractor shall provide a report of the use of the funds in the delivery of the Services. This report shall be certified by a person in a senior management position with Contractor. The report shall include information on the amounts paid for all units of services. The report shall be submitted within one hundred twenty (120) days following the close of Contractor's fiscal year and annually thereafter during the term of this Contract and at the expiration or termination of this Contract.

5.2 Contractor shall: (a) throughout the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, maintain and retain all books, records, papers, and other documentation or evidence in its possession or the possession of any parent organization or subsidiary, pertaining to costs or expenses of delivering the Services; and (b) at all reasonable times during the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, make available to the City and permit the City to examine, inspect, copy, and have access to, those books, records, papers, and other documentation or evidence.

5.3 Contractor shall not use any portion of the funds to pay for any costs or expenses associated with the reporting requirements of this Contract, financial or otherwise.

ARTICLE VI
(Insurance; Indemnification)

6.1 Contractor is an independent contractor, and not an employee, agent, partner, joint venturer, representative, or associate of the City, conducting the services required by this Contract. Contractor is solely responsible for the means, methods, techniques, sequences, and procedures used in its performance of this Contract.

6.2 Contractor shall hold harmless and indemnify the City in accordance with the terms and conditions set forth in **Attachment F**.

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6.3 Without limiting its liability under this Contract and prior to commencement of any work, Contractor shall procure and maintain for the life of this Contract, at its sole expense, insurance including all terms, conditions, types, and limits in the amounts not less than stated in **Attachment G**.

ARTICLE VII
(Representations and Warranties by Contractor)

7.1 Without limiting the representations, warranties, and covenants of Contractor set forth elsewhere in this Contract, as a material inducement for the City to enter into this Contract, Contractor acknowledges that as of the Effective Date, and continuing during the term of this Contract as if continuously reiterated, that the following is true:

(a) Contractor is a Florida not-for-profit corporation authorized to conduct business and is in good standing in the State of Florida. Contractor has full power and authority to execute and deliver this Contract and all documents contemplated by this Contract, and to perform its contractual obligations. Contractor's entering into this Contract will not conflict with or result in a breach of any other agreement in which Contractor is a party. The individual signing this Contract on behalf of Contractor has full power and authority to do so, and Contractor shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority.

(b) Contractor has tax-exempt status pursuant to Section 501(c) of the Internal Revenue Code.

(c) The making, execution, and delivery of this Contract and performance of all contractual obligations by Contractor have been duly authorized and approved by Contractor's shareholders, members, partners, or Board of Directors (as the case may be).

(d) When executed by the City, this Contract and all documents contemplated by this Contract constitute a legal, valid, and binding obligation of Contractor, enforceable in accordance with their respective terms.

(e) This Contract and all documents contemplated by this Contract do not and will not contravene any provision of the governing documents of Contractor, any judgment, order, decree, writ, or injunction to which Contractor is bound, or any provision of any applicable law or regulation to which Contractor is bound.

(f) Contractor and each of its subcontractors, and other persons performing services relating to the Services hold all necessary licenses, permits, and authorizations required by all applicable governmental agencies and authorities as a condition precedent to conduct business in the State of Florida and to perform the Services. Contractor shall promptly deliver to the City, upon request, all documents reasonably requested by the City to evidence such licenses, permits, and authorizations.

(g) Contractor has not employed or retained any third party having a relationship with the City to solicit or secure this Contract and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Contract.

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(h) Contractor has not engaged a broker, finder, or other similar third party in connection with this Contract that would obligate the City to pay any cost, expense, or fee to such broker, finder, or other similar third party.

(i) Contractor is not in breach of any prior donation agreement or City code provisions by which the City donated property to Contractor for the development of affordable housing.

(j) Contractor is not on the Council Auditor's Non-Compliance List pursuant to Chapter 118, *Jacksonville Ordinance Code*, or the Vendor Debarment List pursuant to Chapter 126, *Jacksonville Ordinance Code*.

(k) Contractor is not in breach of any of the conditions or requirements of any City grant award or program.

(l) Contractor is not delinquent on taxes or payment of liens, including code enforcement, nuisance liens, demolition liens, or other municipal liens or fines, on real property owned by Contractor and incurred after Contractor took ownership of the real property.

(m) Contractor is not in litigation against the City, other than as an agent, attorney, guardian, or personal representative of an estate.

(n) All of Contractor's representations, warranties, indemnities, and other covenants set forth in this Contract are continuing in nature and shall survive the termination of this Contract.

ARTICLE VIII
(Other Covenants)

8.1 Contractor shall complete the Services **no later than the Termination Date**. Completion of the Services shall have occurred only when Contractor shall furnish to the City a completion report or its equivalent (if available in the jurisdiction) as required to establish to the City's satisfaction that the Services have been properly completed and the funds have been fully disbursed in accordance with this Contract. The City's acceptance of the completion report shall not stop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

8.2 All contract services shall be performed strictly in accordance with all governing laws, statutes, ordinances, codes, regulations, and restrictions.

8.3 If Contractor defaults on this Contract, the City shall be entitled to, and Contractor shall be required to repay to the City, a sum up to the amount of the then-disbursed funds.

8.4 Contractor shall ensure the Services meet and are compliant with all governing federal, state, and local affordable housing requirements, as currently in effect and as may be amended from time to time.

8.5 During the term of this Contract, Contractor shall permit the City's Chief of the Housing and Community Development Division or other City designated personnel, to monitor compliance by Contractor with the provisions of this Contract. During the term of this Contract,

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during normal business hours and with prior notice to Contractor, representatives of the City shall have the right of access to Contractor's records and employees, as they relate to the Services. This paragraph is in addition to any other records maintenance and retention requirements of this Contract.

8.6 Except as otherwise expressly provided herein, Contractor has discretion and control, free from interference, interruption, or disturbance, in all matters relating to the management, development, and operation of the Services in compliance with the terms and conditions of this Contract and all governing federal, state, and local laws, rules, regulations, and policies (including without limitation, applicable zoning, subdivision, building, and fire codes). Contractor's discretion, control, and authority with respect to its performance of this Contract includes, without limitation, the following matters:

(a) the implementation of the Services;

(b) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Contractor; and

(c) the preparation of budgets, cost estimates, financial projections, statements, information, and reports as Contractor deems appropriate.

ARTICLE IX
(Miscellaneous)

9.1 This Contract shall not be amended or modified in any way except by an instrument in writing executed by both parties.

9.2 Any notices permitted or required in this Contract, shall be in writing and shall be duly delivered and given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated in this Contract. If notice is mailed, it shall be mailed, postage prepaid, in the United States mail by certified or registered mail, return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any party may change its address as designated in this Contract by giving such notice of the change to the other party. The addresses for notices to the parties are as follows:

To the City:

City of Jacksonville
Housing and Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202
Attention: Chief

To Contractor:

Northeast Florida Builders Association Builders Care, Inc.
6747 Southpoint Parkway
Jacksonville, Florida 32216
Attention: Executive Director

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9.3 TIME IS OF THE ESSENCE in the performance of the obligations created by this Contract. If performance falls on a Saturday, Sunday, or state legal holiday, the date for performance shall be the next day that is not a Saturday, Sunday, or state legal holiday. Saturdays, Sundays, and state legal holidays shall not be considered business days.

9.4 No waiver of any provision of this Contract may occur or be enforced unless it is signed by both parties. The failure or delay by either party in asserting any of its rights or remedies as to any default shall not constitute a waiver of the default or any other default or any related rights or remedies.

9.5 Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.6 Except as expressly provided to the contrary in this Contract, if any of the provisions of this Contract are unenforceable, the enforceability of the remaining provisions of this Contract shall not be affected, unless the unenforceable provisions contain material terms of the transaction.

9.7 The rights and obligations of the parties under the provisions of this Contract inure to the benefit of and are binding upon the parties. This Contract is for the sole and exclusive benefit of the parties, and no third party is intended to or shall have any rights or benefits under the provisions of this Contract.

9.8 All legal actions or proceedings arising out of or related to this Contract shall lie exclusively in a state or federal court in Duval County, Florida. This Contract shall be governed by, construed, and enforced according to the laws of the State of Florida.

9.9 As required by Section 126, Part 4, *Jacksonville Ordinance Code*, and directives from the City administration, Contractor has adopted and will maintain a policy of nondiscrimination or nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Contract. If any of the obligations of this Contract are to be performed by a subcontractor or third-party service provider, the provisions of subsections (a) and (b) of Section 126.404, *Jacksonville Ordinance Code*, shall be incorporated into and become a part of the subcontract.

9.10 Contractor shall, upon the City's request: (a) promptly correct any defect, error, or omission in this Contract and any related documents; (b) execute, acknowledge, deliver, procure, record, or file such further instruments and do such further acts deemed necessary, desirable, or proper by the City to carry out the purposes of this Contract; (c) execute, acknowledge, deliver, procure, file, or record any documents or instruments deemed necessary, desirable, or proper by the City to protect its rights against the rights or interests of third persons; and (d) provide such

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certificates, documents, reports, information, affidavits, and other instruments and do such further acts deemed necessary, desirable, or proper by the City to carry out the purposes of this Contract.

9.11 Unless otherwise expressly provided in this Contract, if a conflict exists between any provisions of this Contract and any exhibit attached to or referenced in this Contract, the provisions of this Contract shall govern to the extent of such conflict. The parties agree that they have had meaningful input into the terms and conditions of this Contract. Contractor acknowledges that it has had ample time to review this Contract and related documents with counsel of its choice. Should any provision of this Contract require judicial interpretation, there shall be no presumption that the terms of this Contract shall be more strictly construed against either party.

9.12 Captions and headings in this Contract are for convenience of reference only and shall not affect the construction of this Contract.

9.13 The parties shall follow the provisions of Section 126.112, *Jacksonville Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same. No person who is an employee, agent, consultant, officer, or elected or appointed official of the City, or of any designated public agencies, or contractors or subcontractors receiving funds or who exercise or have exercised any functions or responsibilities with respect to SHIP Program activities or who are in a position to participate in a decision making process or gain inside information with regard to their activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect to the activity, or the proceeds from an agreement, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. In addition, in the procurement of labor, supplies, equipment, and services by Contractor or by any contractor, subcontractor, or other persons working on the Services, the conflict-of-interest provisions of any applicable federal, state, or local law, rule, regulation, or policy shall be adhered to by the participants.

9.14 All representations, warranties, indemnities, and other covenants by Contractor in this Contract are continuing in nature and shall survive the expiration or early termination of this Contract.

9.15 Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and policies as the same exist and as amended from time to time, including, but not limited to, Chapter 119, *Florida Statutes* (Public Records Law), specifically the provisions of Section 119.0701(b), *Florida Statutes*, and Section 286.011, *Florida Statutes* (Florida Sunshine Law). If any of the obligations of this Contract are to be performed by a subcontractor of Contractor, Contractor shall incorporate the provisions of this section into and shall become a part of the subcontract.

9.16 In accordance with Section 119.0701, *Florida Statutes*, Contractor shall: (a) keep and maintain public records required by the City to perform the Services; (b) upon request from City's custodian of public records, provide the City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the City; and (d) upon completion of this Contract, transfer to the City at no cost all public records in possession of Contractor or keep and maintain public records required by the City to perform the Services. If Contractor transfers all public records to the City upon completion of this Contract, Contractor shall

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destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the City's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO CONTRACTOR'S WORK UNDER THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

9.17 Contractor has received, reviewed, understands, is familiar with, and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Jacksonville Ordinance Code*.

9.18 A person or affiliate who has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Twenty Five Thousand Dollars ($25,000.00) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

9.19 The rights and obligations of this Contract may not be assigned, in whole or part, by either party without the prior written approval of the other party.

9.20 Prompt Payment to Subcontractors and Suppliers:

(a) Nothing in this Contract shall prohibit Contractor from disputing all or any portion of a payment alleged to be due to its contractors, subcontractors, or suppliers. If a dispute arises, Contractor may withhold the disputed portion of the payment only after Contractor has provided notice to the City and to the contractor, subcontractor, or supplier whose payment is in dispute. The notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the City and the contractor, subcontractor, or supplier within ten (10) calendar days after Contractor's receipt of payment from the City. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

(b) Contractor shall pay all contracts awarded including those to certified Jacksonville Small and Emerging Businesses ("JSEBs") as those entities are defined in Chapter 126, *Jacksonville Ordinance Code*, their pro-rata earnings, less any retainage, from the progress payments made by the City within seven (7) business days after Contractor's receipt of payment from the City. The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the contractor or certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall include with its requisition for payment,

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documentation that sufficiently demonstrates Contractor has made proper payments to its contractors and certified JSEBs from all prior payments Contractor has received from the City. Contractor shall not unreasonably withhold payments to its contractors or certified JSEBs if Contractor received payment. If Contractor disputes payment to its contractors or certified JSEBs, the procedures of subsection (a) above shall be followed. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the contractor or JSEB within seven (7) business days is a breach of this Contract, compensable at one percent (1%) of the outstanding invoice being withheld by Contractor. Continued failure to adhere to these provisions for payments to contractors, JSEBs may be cause for termination of this Contract.

(c) The prompt payment requirements imposed by this Contract do not create any contractual relationship or obligation between the City and any contractor, subcontractor, supplier, JSEB, or any third party, and the City has no liability for Contractor's failure to make timely payments. However, Contractor's failure to comply with the prompt payment requirements constitutes a material breach of its contractual obligations to the City. As a result of the breach, the City, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a two-tenths percent (0.2%) daily late payment interest charge or other charges specified in Chapter 126, *Jacksonville Ordinance Code*, for JSEBs and Chapter 218, *Florida Statutes*, for non-JSEBs, whichever is greater.

9.21 Pursuant to Section 287.135(2), *Florida Statutes*, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Recipient is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:

(1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; or

(2) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods or services in an amount of one million dollars or more and Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;

(2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; and

(3) Is engaged in business operations in Cuba or Syria.

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Pursuant to Section 287.135(3)(b), *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods and services of any amount and Contractor:

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

(2) Is engaged in a boycott of Israel.

9.22. Contractor shall annually attend all training workshops relating to the subject matter of this Contract as reasonably required by the City.

9.23 This Contract may be executed electronically and in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

9.24 This Contract constitutes the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, agreements, and understandings, oral or written, between the parties with respect to its subject matter.

[Remainder of page left intentionally blank; signature pages to follow].

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IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

NORTHEAST FLORIDA BUILDERS ASSOCIATION BUILDERS CARE, INC., a Florida not-for-profit corporation

By: Krissy Barkas
Krissy Barkas
Executive Director

DATED: September 29, 2025

CONTRACTOR INFORMATION

Name: Northeast Florida Builders Association Builders Care, Inc.
Contact: Krissy Barkas, Executive Director
Telephone: (904) 727-3443
E-Mail: kbarkas@nefba.com
Federal Tax Identification Number: 59-3742789

ATTEST:

By: James R. McCain
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: Donna Deegan
Donna Deegan
Mayor

DATED: 10/7/2025

Kelli O'Leary
Deputy Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-04

FORM APPROVED:

By: DS
Office of General Counsel

GC-#1711122-v1-SHIP_Services_Contract_(Roof_Replacement_Program)_-_Northeast_Florida_Builders_Association_Builders_Care

G:\Finance & Compliance\Legal\Contracts\OGC Final Approved\2025\ 2025 SHIP Contract (Roof Replacement Program) – Northeast Florida Builders Association Builders Care.doc

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City of Jacksonville, Florida

Donna Deegan, Mayor

Housing and Community Development Division
Ed Ball Building
214 North Hogan Street, 7th Floor
(904) 255-8200
Jacksonville, FL 32202
www.coj.net

A NEW DAY.

MEMORANDUM

TO: Dustin Freeman, Chief of Procurement
Finance & Administration Department

FROM: Travis Jeffrey, Chief
Housing & Community Development Division

DATE: April 24, 2026

RE: Request for Renewal – NEFBA Roof Replacement Program

Pursuant to the JPAC Award dated August 8, 2025, and approved by the Mayor's Office on August 8, 2025, the City of Jacksonville ("City") and Northeast Florida Builders Association Builders Care, Inc., entered into Contract 72197-25 for the Roof Replacement Program (the "Contract"), which included two (2) one-year renewal options.

Builders Care has expended over 50% of its contract and anticipates fully expending the contract amount within the next three months. The supplier has provided satisfactory performance and has met the terms of its scope of services on all work provided to date.

The Housing & Community Development Division requests to exercise the first of two renewal options to the Contract to extend the period of services to October 7, 2027, with an annual not to exceed amount of $750,000, with all other terms and conditions remaining the same except for any such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, procurement policies and procedures, and applicable federal and state laws.

If there are any questions, they may be directed to Travis Jeffrey at 255-8227.

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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: Roof Replacement Program

Requested Action and Justification:

Recommend approval of award to the highest-scoring responsive, responsible bidder, Northeast Florida Builders Association Builders Care Inc. to provide home roof replacement for low-to-moderate income households in Duval County. The period of service will the commence upon execution of contract and will continue for one (1) year, with two (2) one (1) year renewal options. Total expenditure amount not to exceed $750,000.

This award will be executed by formal contract through the Office of General Counsel.

Supplier:	Northeast Florida Builders Assn	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	07/07/2025

POA #:	n/a	**PO #:**	n/a	**Change Order #:**	n/a
Solicitation #:	RFP-NONCON 16800 25	**Contract #:**	n/a	**Contract Amd #:**	n/a
Term:	1 year	**Options:**	2, 1-year	**Options Used:**	n/a

Federally Funded:	No	**JSEB Rec:**	Encouragement	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	N/A	**JSEB %:**	0		

Fund:	11701	**Center:**	174106	**Acct:**	583040	**Proj:**	010539	**Activity:**	00000000	$ 350,000.00
Fund:	11701	**Center:**	174106	**Acct:**	583040	**Proj:**	010761	**Activity:**	00000000	$ 400,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 750,000.00	**Contingent Amt:**	$ 0	**DMP/ODPO Amt:**	$ 0

Using Agency/BU:	ERCD:HOUSING_AND_COMMUNITY_DEVELOPMENT		
Concurrence:	Jeffrey, Travis	**Title:**	CHIEF OF HOUSING AND COMMUNITY DEVELOPMENT 7/30/2025
Concurrence:		**Title:**	
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:	Simpson, Sandy	**Chief of Procurement:**	8/5/2025
Name:	Simpson, Sandy	**Name:**	Dustin L Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	Karen Bowling
Date:	8/8/2025	**Date:**	8/8/2025

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: 4C8BD032-8C50-8E99-83BF-8CB92E3A09B5

STATE HOUSING INITIATIVES PARTNERSHIP ("SHIP") SERVICES CONTRACT
(Roof Replacement Program)

THIS SERVICES CONTRACT (this "**Contract**") is entered into this 7th day of October, 2025 (the "**Effective Date**"), between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **NORTHEAST FLORIDA BUILDERS ASSOCIATION BUILDERS CARE, INC.**, a Florida not-for-profit corporation ("**Contractor**").

RECITALS:

WHEREAS, the City is a participating jurisdiction in the SHIP Program (the "**SHIP Program**") established by the State of Florida; and

WHEREAS, pursuant to **Ordinances 2023-335-E and 2024-433-E**, the City has appropriated a portion of SHIP Program funds received from the State to procure the Contractor to provide services for the roof replacement program to eligible households in Duval County, Florida, as set forth in this Contract; and

WHEREAS, the City issued a Request for Proposal No. **16800-25** (the "**RFP**") for services relating to the roof replacement program (the "**Services**"), as more fully described in the RFP; and

WHEREAS, based upon Contractor's response to the RFP, on August 8, 2025, the City's Jacksonville Awards Procurement Committee and Mayor authorized the award of a contract to Contractor.

NOW, THEREFORE, in consideration of the mutual promises and covenants of this Contract, the parties agree as follows:

ARTICLE 0
(Incorporation by Reference)

0.1 The above stated recitals are true and correct and, by this reference, are made a part of and are incorporated in this Contract.

0.2. This Contract consists of the following documents, which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

(a) This Contract, as modified by any subsequent signed amendments
(b) Attachments to this Contract
(c) Bid Specifications for the Roof Replacement Program
(d) Any amendments to the Bid Specifications
(e) Contractor's response to the RFP, provided that any terms in the response that are prohibited under or conflict with the RFP shall not be included in this Contract.

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ARTICLE I
(Scope of Services/Supervision)

1.1 Contractor shall perform the Services more particularly described in **Attachment A** attached hereto in accordance with the terms and conditions of this Contract and under the general coordination of the City's Neighborhoods Department, Housing and Community Development Division. If any services, functions, or responsibilities not specifically set forth in this Contract are necessary for the proper performance of the Services, then they are deemed implied by and included within the Services.

1.2 In addition to the requirements, limitations, and restrictions set forth elsewhere in this Contract, Contractor shall use the funds in a manner consistent with all applicable federal, state, and local laws, rules, regulations, and policies, as amended from time to time, during the term of this Contract; including, without limitation, all laws, rules, regulations, and policies governing the funds, the terms of which are incorporated into this Contract by reference. Contractor acknowledges and agrees that it has reviewed, understands, and is familiar with all applicable federal, state, and local laws, rules, regulations, and policies concerning this Contract, and it has not relied on the City as to the content or meaning of such laws, rules, regulations, or policies. If any of the obligations of this Contract are to be performed by a subcontractor of Contractor, Contractor shall incorporate the provisions of this Section 1.2 into the subcontract. Additionally, Contractor represents and warrants to the City that Contractor has reviewed, understands, and is familiar with and will comply with the provisions of the Jacksonville Ethics Code, Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Procurement Code, Chapter 126, *Jacksonville Ordinance Code*.

1.3 Nothing contained in this Contract or any other document (attached to or contemplated by this Contract) shall constitute or create any duty on or warranty by the City regarding: (a) the accuracy or reasonableness of the Schedule of Fixed Pricing Rates attached hereto as **Attachment B**, or Contractor's budget; (b) the proper application by Contractor of the City funds provided hereunder; (c) the quality of the Services by Contractor; or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding the aforesaid matters. Contractor acknowledges that the City's only responsibility under the provisions of this Contract is to pay up to the amount provided for if Contractor performs the Services in accordance with this Contract and to the City's satisfaction. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment. Contractor shall include this Section 1.3 in its contracts and any subcontracts to which Contractor may be a party for performance of the Services required in this Contract.

ARTICLE II
(Funding)

2.1 The City agrees to pay to Contractor **an amount not to exceed Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00)**, which amount is the maximum indebtedness of the City pursuant to Section 106.431, *Jacksonville Ordinance Code*, under the terms of this Contract.

2.2 The City shall pay the funds to Contractor over the period of this Contract commencing on the Effective Date and **ending one year from the Effective Date** (the "**Termination Date**"), with two (2) one-year renewal options, in accordance with the provisions of

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this Contract. Payments to Contractor for the Services shall be made on a reimbursement basis as set forth in **Attachment C-1** (Conditions Precedent for Disbursements). The City shall not be required to advance any funds. Contractor shall expend the funds solely and exclusively for the Services and Contractor shall not expend or otherwise use any of the funds for any other purpose. The City's obligation to fund the disbursements to Contractor for the Services shall be limited to eligible expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to make disbursements to Contractor shall end sixty (60) days thereafter.

2.3 The method of payment shall be according to the Conditions Precedent to City's Disbursements as described in **Attachment C-1**. The City shall not be obligated or required to make any disbursements if Contractor is in breach of this Contract.

2.4 Any unused or residual funds remaining at the termination of this Contract or after completion of the Services, whichever comes first, shall revert to and belong to the City (including any funds on hand at the time of expiration of funding and any accounts receivable attributable to the use of the funds)If Contractor receives or expends any portion of the funds in a manner inconsistent with the terms of this Contract (which shall include any funds reimbursed to Contractor by the City in error) or any applicable federal, state, or local law, rule, regulation, or policy, then Contractor shall, upon receipt of notice from the City, immediately refund and return all such funds to the City without demand or further notice. Contractor shall also reimburse the City for all costs, expenses, and fees, including attorneys' fees and court costs, incurred or expended by the City in connection with any collection efforts to recover any funds due to the City pursuant to this Contract. The City may immediately terminate this Contract if it determines, in its sole discretion, that any portion of the funds provided hereunder were improperly spent.

2.5 In addition to the provisions of Section 2.4 above, upon termination of this Contract, Contractor shall transfer to the City any funds on hand at the time of termination and any accounts receivable attributable to the use of the funds.

2.6 Contractor acknowledges and agrees that it shall expend funds solely for the Services as specified in this Contract.

ARTICLE III
(Disbursements)

3.1 Provided Contractor has fully and properly performed all obligations of Contractor, the City will make disbursements (each a "**Disbursement**" and collectively, the "**Disbursements**") to Contractor for the Services, up to the maximum amount of the funds, and subject to the requirements of Attachment C-1, *Conditions Precedent for Disbursements*. However, in no event shall the City be obligated to make disbursements of the funds more than the verified Services costs. Nothing contained in this Contract constitutes or creates any duty on or warranty by the City regarding (a) the accuracy or reasonableness of Contractor's response to the RFP; (b) the feasibility or quality of the contracts entered into by Contractor for performance of the Services, if any; (c) the proper application by Contractor of the funds; (d) the quality of the Services; or (e) the competence or qualifications of any third party furnishing services in connection with this Contract.

3.2 No Disbursement will be made for partial completion of a roof replacement project. Each roof replacement project muut be completed in its entirety before any Disbursement will be made to Contractors for the work performed on that roof replacement project. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment.

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3.3 Contractor shall submit disbursement requests to the City no more frequently than monthly for roof replacement projects completed since the prior disbursement request. Each disbursement request shall constitute a representation by Contractor to the City that: (a) the assistance provided to recipients conforms with all applicable rules and regulation of the public authorities having jurisdiction, (b) the value of the assistance is as stated, (c) payment for the items described in the disbursement request has been made (or, at the option of the City, will be made by the City directly to the provider of the service), (d) the disbursement request is consistent with the terms of this Contract, and (e) no event of default or event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred and is continuing.

3.4 The Contractor Disbursement Request Form is attached as **Attachment C-2**. In each disbursement request, Contractor shall certify and describe in detail reasonably acceptable to City (a) the Services provided including the individuals served, and (b) the amount Contractor is seeking. Contractor shall attach to each Disbursement Request Form such invoices, receipts, cancelled checks (or evidence that payment has cleared Contractor's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on and pertain to the Services. Failure by Contractor to provide the City with the required documentation to receive payment under this Contract shall result in a denial of Contractor's disbursement request and shall constitute a material breach of this Contract.

3.5 The City shall have no obligation to make any Disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default has occurred and is continuing. Nothing contained in this Contract shall constitute or create any warranty by the City regarding the proper application by Contractor of the proceeds, and the City's disbursement of funds shall not estop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

3.6 Nothing contained in this Contract, or any other document attached hereto or contemplated hereby, shall constitute or create any duty on or warranty by the City regarding (a) the accuracy or reasonableness of a Disbursement Request, (b) the proper application by Contractor of the funds, (c) the quality of the Services, or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding these matters.

ARTICLE IV
(Term and Termination)

4.1 The term of this Contract shall commence on the Effective Date and **shall expire on the Termination Date**, unless terminated sooner with or without cause, by either party giving thirty (30) days' prior written notice of the termination as provided herein. The City may renew this Contract for up to two (2) additional one-year terms in accordance with the RFP.

4.2 The occurrence of any one or more of the following events prior to the expiration or termination of this Contract shall constitute an event of default under the provisions of this Contract:

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(a) Failure to perform or observe any material term, agreement, covenant, or condition of this Contract, which default continues for thirty (30) days after written notice thereof (unless a shorter period is set forth elsewhere in this Contract).

(b) A violation of any applicable federal, state, or local law, rule, regulation, or policy with respect to the subject matter of this Contract.

(c) If any representation or warranty contained in this Contract shall be false or misleading in any material respect.

(d) The application by Contractor for, or consent to, the appointment of a receiver, trustee, liquidator, or custodian (or similar official) of all (or a substantial part) of its assets. A default under this provision includes any instance where Contractor:

(i) is unable or admits in writing its inability to pay its debts as they mature;

(ii) makes a general assignment for the benefit of creditors;

(iii) is adjudicated as bankrupt or insolvent;

(iv) files a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors;

(v) agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding;

(vi) if any corporate action shall be taken by Contractor for any purpose of effecting any of the foregoing; or

(vii) if any order, judgment, or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator, or custodian (or other similar official) of all or a substantial part of its assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days.

(e) An event of default by Contractor under any other agreement or transaction between Contractor and the City.

4.3 If the City terminates this Contract due to an event of default by Contractor, then the City may exercise all rights and remedies it may have at law or in equity. Failure or delay on the part of the City to notify Contractor of a default is not a waiver by the City of the default or of any future default of Contractor.

4.4 Termination shall be effective at the close of business on the 30th day after date of notice without the necessity of any further notice to Contractor if the breach has not been corrected within the thirty (30) day period. Notice shall be delivered in accordance with the notices provision of this Contract. Upon receipt of a notice of termination and, except as otherwise directed, Contractor shall:

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(a) Cease working under this Contract;

(b) Place no further orders or subcontracts related to the performance of the Services;

(c) Terminate all orders and subcontracts related to the performance of the Services; and

(d) Prepare all necessary reports and documents required under the terms of this Contract up to the date of termination, including the final report, without reimbursement for the services rendered in completing the reports beyond the termination date.

4.5 If Contractor should materially fail to comply with any term of this Contract, then the City may terminate this Contract and shall reimburse Contractor, subject to the requirements for reimbursement in this Contract, for eligible, necessary, and reasonable payments made by Contractor up to the date of the termination only.

ARTICLE V
(Reporting and Auditing)

5.1 During the term of this Contract, Contractor shall provide a report of the use of the funds in the delivery of the Services. This report shall be certified by a person in a senior management position with Contractor. The report shall include information on the amounts paid for all units of services. The report shall be submitted within one hundred twenty (120) days following the close of Contractor's fiscal year and annually thereafter during the term of this Contract and at the expiration or termination of this Contract.

5.2 Contractor shall: (a) throughout the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, maintain and retain all books, records, papers, and other documentation or evidence in its possession or the possession of any parent organization or subsidiary, pertaining to costs or expenses of delivering the Services; and (b) at all reasonable times during the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, make available to the City and permit the City to examine, inspect, copy, and have access to, those books, records, papers, and other documentation or evidence.

5.3 Contractor shall not use any portion of the funds to pay for any costs or expenses associated with the reporting requirements of this Contract, financial or otherwise.

ARTICLE VI
(Insurance; Indemnification)

6.1 Contractor is an independent contractor, and not an employee, agent, partner, joint venturer, representative, or associate of the City, conducting the services required by this Contract. Contractor is solely responsible for the means, methods, techniques, sequences, and procedures used in its performance of this Contract.

6.2 Contractor shall hold harmless and indemnify the City in accordance with the terms and conditions set forth in **Attachment F**.

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6.3 Without limiting its liability under this Contract and prior to commencement of any work, Contractor shall procure and maintain for the life of this Contract, at its sole expense, insurance including all terms, conditions, types, and limits in the amounts not less than stated in **Attachment G**.

ARTICLE VII
(Representations and Warranties by Contractor)

7.1 Without limiting the representations, warranties, and covenants of Contractor set forth elsewhere in this Contract, as a material inducement for the City to enter into this Contract, Contractor acknowledges that as of the Effective Date, and continuing during the term of this Contract as if continuously reiterated, that the following is true:

(a) Contractor is a Florida not-for-profit corporation authorized to conduct business and is in good standing in the State of Florida. Contractor has full power and authority to execute and deliver this Contract and all documents contemplated by this Contract, and to perform its contractual obligations. Contractor's entering into this Contract will not conflict with or result in a breach of any other agreement in which Contractor is a party. The individual signing this Contract on behalf of Contractor has full power and authority to do so, and Contractor shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority.

(b) Contractor has tax-exempt status pursuant to Section 501(c) of the Internal Revenue Code.

(c) The making, execution, and delivery of this Contract and performance of all contractual obligations by Contractor have been duly authorized and approved by Contractor's shareholders, members, partners, or Board of Directors (as the case may be).

(d) When executed by the City, this Contract and all documents contemplated by this Contract constitute a legal, valid, and binding obligation of Contractor, enforceable in accordance with their respective terms.

(e) This Contract and all documents contemplated by this Contract do not and will not contravene any provision of the governing documents of Contractor, any judgment, order, decree, writ, or injunction to which Contractor is bound, or any provision of any applicable law or regulation to which Contractor is bound.

(f) Contractor and each of its subcontractors, and other persons performing services relating to the Services hold all necessary licenses, permits, and authorizations required by all applicable governmental agencies and authorities as a condition precedent to conduct business in the State of Florida and to perform the Services. Contractor shall promptly deliver to the City, upon request, all documents reasonably requested by the City to evidence such licenses, permits, and authorizations.

(g) Contractor has not employed or retained any third party having a relationship with the City to solicit or secure this Contract and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Contract.

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(h) Contractor has not engaged a broker, finder, or other similar third party in connection with this Contract that would obligate the City to pay any cost, expense, or fee to such broker, finder, or other similar third party.

(i) Contractor is not in breach of any prior donation agreement or City code provisions by which the City donated property to Contractor for the development of affordable housing.

(j) Contractor is not on the Council Auditor's Non-Compliance List pursuant to Chapter 118, *Jacksonville Ordinance Code*, or the Vendor Debarment List pursuant to Chapter 126, *Jacksonville Ordinance Code*.

(k) Contractor is not in breach of any of the conditions or requirements of any City grant award or program.

(l) Contractor is not delinquent on taxes or payment of liens, including code enforcement, nuisance liens, demolition liens, or other municipal liens or fines, on real property owned by Contractor and incurred after Contractor took ownership of the real property.

(m) Contractor is not in litigation against the City, other than as an agent, attorney, guardian, or personal representative of an estate.

(n) All of Contractor's representations, warranties, indemnities, and other covenants set forth in this Contract are continuing in nature and shall survive the termination of this Contract.

ARTICLE VIII
(Other Covenants)

8.1 Contractor shall complete the Services **no later than the Termination Date**. Completion of the Services shall have occurred only when Contractor shall furnish to the City a completion report or its equivalent (if available in the jurisdiction) as required to establish to the City's satisfaction that the Services have been properly completed and the funds have been fully disbursed in accordance with this Contract. The City's acceptance of the completion report shall not stop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

8.2 All contract services shall be performed strictly in accordance with all governing laws, statutes, ordinances, codes, regulations, and restrictions.

8.3 If Contractor defaults on this Contract, the City shall be entitled to, and Contractor shall be required to repay to the City, a sum up to the amount of the then-disbursed funds.

8.4 Contractor shall ensure the Services meet and are compliant with all governing federal, state, and local affordable housing requirements, as currently in effect and as may be amended from time to time.

8.5 During the term of this Contract, Contractor shall permit the City's Chief of the Housing and Community Development Division or other City designated personnel, to monitor compliance by Contractor with the provisions of this Contract. During the term of this Contract,

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during normal business hours and with prior notice to Contractor, representatives of the City shall have the right of access to Contractor's records and employees, as they relate to the Services. This paragraph is in addition to any other records maintenance and retention requirements of this Contract.

8.6 Except as otherwise expressly provided herein, Contractor has discretion and control, free from interference, interruption, or disturbance, in all matters relating to the management, development, and operation of the Services in compliance with the terms and conditions of this Contract and all governing federal, state, and local laws, rules, regulations, and policies (including without limitation, applicable zoning, subdivision, building, and fire codes). Contractor's discretion, control, and authority with respect to its performance of this Contract includes, without limitation, the following matters:

(a) the implementation of the Services;

(b) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Contractor; and

(c) the preparation of budgets, cost estimates, financial projections, statements, information, and reports as Contractor deems appropriate.

ARTICLE IX
(Miscellaneous)

9.1 This Contract shall not be amended or modified in any way except by an instrument in writing executed by both parties.

9.2 Any notices permitted or required in this Contract, shall be in writing and shall be duly delivered and given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated in this Contract. If notice is mailed, it shall be mailed, postage prepaid, in the United States mail by certified or registered mail, return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any party may change its address as designated in this Contract by giving such notice of the change to the other party. The addresses for notices to the parties are as follows:

To the City:

City of Jacksonville
Housing and Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202
Attention: Chief

To Contractor:

Northeast Florida Builders Association Builders Care, Inc.
6747 Southpoint Parkway
Jacksonville, Florida 32216
Attention: Executive Director

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9.3 TIME IS OF THE ESSENCE in the performance of the obligations created by this Contract. If performance falls on a Saturday, Sunday, or state legal holiday, the date for performance shall be the next day that is not a Saturday, Sunday, or state legal holiday. Saturdays, Sundays, and state legal holidays shall not be considered business days.

9.4 No waiver of any provision of this Contract may occur or be enforced unless it is signed by both parties. The failure or delay by either party in asserting any of its rights or remedies as to any default shall not constitute a waiver of the default or any other default or any related rights or remedies.

9.5 Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.6 Except as expressly provided to the contrary in this Contract, if any of the provisions of this Contract are unenforceable, the enforceability of the remaining provisions of this Contract shall not be affected, unless the unenforceable provisions contain material terms of the transaction.

9.7 The rights and obligations of the parties under the provisions of this Contract inure to the benefit of and are binding upon the parties. This Contract is for the sole and exclusive benefit of the parties, and no third party is intended to or shall have any rights or benefits under the provisions of this Contract.

9.8 All legal actions or proceedings arising out of or related to this Contract shall lie exclusively in a state or federal court in Duval County, Florida. This Contract shall be governed by, construed, and enforced according to the laws of the State of Florida.

9.9 As required by Section 126, Part 4, *Jacksonville Ordinance Code*, and directives from the City administration, Contractor has adopted and will maintain a policy of nondiscrimination or nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Contract. If any of the obligations of this Contract are to be performed by a subcontractor or third-party service provider, the provisions of subsections (a) and (b) of Section 126.404, *Jacksonville Ordinance Code*, shall be incorporated into and become a part of the subcontract.

9.10 Contractor shall, upon the City's request: (a) promptly correct any defect, error, or omission in this Contract and any related documents; (b) execute, acknowledge, deliver, procure, record, or file such further instruments and do such further acts deemed necessary, desirable, or proper by the City to carry out the purposes of this Contract; (c) execute, acknowledge, deliver, procure, file, or record any documents or instruments deemed necessary, desirable, or proper by the City to protect its rights against the rights or interests of third persons; and (d) provide such

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certificates, documents, reports, information, affidavits, and other instruments and do such further acts deemed necessary, desirable, or proper by the City to carry out the purposes of this Contract.

9.11 Unless otherwise expressly provided in this Contract, if a conflict exists between any provisions of this Contract and any exhibit attached to or referenced in this Contract, the provisions of this Contract shall govern to the extent of such conflict. The parties agree that they have had meaningful input into the terms and conditions of this Contract. Contractor acknowledges that it has had ample time to review this Contract and related documents with counsel of its choice. Should any provision of this Contract require judicial interpretation, there shall be no presumption that the terms of this Contract shall be more strictly construed against either party.

9.12 Captions and headings in this Contract are for convenience of reference only and shall not affect the construction of this Contract.

9.13 The parties shall follow the provisions of Section 126.112, *Jacksonville Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same. No person who is an employee, agent, consultant, officer, or elected or appointed official of the City, or of any designated public agencies, or contractors or subcontractors receiving funds or who exercise or have exercised any functions or responsibilities with respect to SHIP Program activities or who are in a position to participate in a decision making process or gain inside information with regard to their activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect to the activity, or the proceeds from an agreement, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. In addition, in the procurement of labor, supplies, equipment, and services by Contractor or by any contractor, subcontractor, or other persons working on the Services, the conflict-of-interest provisions of any applicable federal, state, or local law, rule, regulation, or policy shall be adhered to by the participants.

9.14 All representations, warranties, indemnities, and other covenants by Contractor in this Contract are continuing in nature and shall survive the expiration or early termination of this Contract.

9.15 Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and policies as the same exist and as amended from time to time, including, but not limited to, Chapter 119, *Florida Statutes* (Public Records Law), specifically the provisions of Section 119.0701(b), *Florida Statutes*, and Section 286.011, *Florida Statutes* (Florida Sunshine Law). If any of the obligations of this Contract are to be performed by a subcontractor of Contractor, Contractor shall incorporate the provisions of this section into and shall become a part of the subcontract.

9.16 In accordance with Section 119.0701, *Florida Statutes*, Contractor shall: (a) keep and maintain public records required by the City to perform the Services; (b) upon request from City's custodian of public records, provide the City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the City; and (d) upon completion of this Contract, transfer to the City at no cost all public records in possession of Contractor or keep and maintain public records required by the City to perform the Services. If Contractor transfers all public records to the City upon completion of this Contract, Contractor shall

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destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the City's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO CONTRACTOR'S WORK UNDER THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

9.17 Contractor has received, reviewed, understands, is familiar with, and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Jacksonville Ordinance Code*.

9.18 A person or affiliate who has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Twenty Five Thousand Dollars ($25,000.00) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

9.19 The rights and obligations of this Contract may not be assigned, in whole or part, by either party without the prior written approval of the other party.

9.20 Prompt Payment to Subcontractors and Suppliers:

(a) Nothing in this Contract shall prohibit Contractor from disputing all or any portion of a payment alleged to be due to its contractors, subcontractors, or suppliers. If a dispute arises, Contractor may withhold the disputed portion of the payment only after Contractor has provided notice to the City and to the contractor, subcontractor, or supplier whose payment is in dispute. The notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the City and the contractor, subcontractor, or supplier within ten (10) calendar days after Contractor's receipt of payment from the City. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

(b) Contractor shall pay all contracts awarded including those to certified Jacksonville Small and Emerging Businesses ("JSEBs") as those entities are defined in Chapter 126, *Jacksonville Ordinance Code*, their pro-rata earnings, less any retainage, from the progress payments made by the City within seven (7) business days after Contractor's receipt of payment from the City. The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the contractor or certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall include with its requisition for payment,

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documentation that sufficiently demonstrates Contractor has made proper payments to its contractors and certified JSEBs from all prior payments Contractor has received from the City. Contractor shall not unreasonably withhold payments to its contractors or certified JSEBs if Contractor received payment. If Contractor disputes payment to its contractors or certified JSEBs, the procedures of subsection (a) above shall be followed. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the contractor or JSEB within seven (7) business days is a breach of this Contract, compensable at one percent (1%) of the outstanding invoice being withheld by Contractor. Continued failure to adhere to these provisions for payments to contractors, JSEBs may be cause for termination of this Contract.

(c) The prompt payment requirements imposed by this Contract do not create any contractual relationship or obligation between the City and any contractor, subcontractor, supplier, JSEB, or any third party, and the City has no liability for Contractor's failure to make timely payments. However, Contractor's failure to comply with the prompt payment requirements constitutes a material breach of its contractual obligations to the City. As a result of the breach, the City, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a two-tenths percent (0.2%) daily late payment interest charge or other charges specified in Chapter 126, *Jacksonville Ordinance Code*, for JSEBs and Chapter 218, *Florida Statutes*, for non-JSEBs, whichever is greater.

9.21 Pursuant to Section 287.135(2), *Florida Statutes*, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Recipient is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:

(1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; or

(2) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods or services in an amount of one million dollars or more and Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;

(2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; and

(3) Is engaged in business operations in Cuba or Syria.

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Pursuant to Section 287.135(3)(b), *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods and services of any amount and Contractor:

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

(2) Is engaged in a boycott of Israel.

9.22. Contractor shall annually attend all training workshops relating to the subject matter of this Contract as reasonably required by the City.

9.23 This Contract may be executed electronically and in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

9.24 This Contract constitutes the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, agreements, and understandings, oral or written, between the parties with respect to its subject matter.

[Remainder of page left intentionally blank; signature pages to follow].

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IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

NORTHEAST FLORIDA BUILDERS ASSOCIATION BUILDERS CARE, INC., a Florida not-for-profit corporation

By: Krissy Barkas
Krissy Barkas
Executive Director

DATED: September 29, 2025

CONTRACTOR INFORMATION

Name: Northeast Florida Builders Association Builders Care, Inc.
Contact: Krissy Barkas, Executive Director
Telephone: (904) 727-3443
E-Mail: kbarkas@nefba.com
Federal Tax Identification Number: 59-3742789

ATTEST:

By: James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: Kelli O'Leary
Donna Deegan
Mayor

DATED: 10/7/2025

Kelli O'Leary
Deputy Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-04

FORM APPROVED:

By: DS
Office of General Counsel

GC-#1711122-v1-SHIP_Services_Contract_(Roof_Replacement_Program)_-_Northeast_Florida_Builders_Association_Builders_Care

G:\Finance & Compliance\Legal\Contracts\OGC Final Approved\2025\ 2025 SHIP Contract (Roof Replacement Program) – Northeast Florida Builders Association Builders Care.doc

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Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount

Total Maximum Indebtedness: $750,000.00

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the financial obligations in the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract and it is subject to future appropriations. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Anna Brosche

Director of Finance
City Contract #: 72197-25
POA #: 72197-25

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LIST OF CONTRACT ATTACHMENTS

Attachment A	Scope of Work and Other Program Requirements
Attachment B	Schedule of Fixed Pricing Rates
Attachment C-1	Conditions Precedent for Disbursements
Attachment C-2	Contractor Disbursement Request Form
Attachment D	Change Order Form
Attachment E	City Security Documents (Note and Mortgage Forms)
Attachment F	Indemnification
Attachment G	Insurance

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ATTACHMENT A
Scope of Work and Other Program Requirements

Contractor: Northeast Florida Builders Association Builders Care, Inc.
6747 Southpoint Parkway
Jacksonville, Florida 32216

Funding Amount: $750,000.00

Project Description: Roof Replacement Program

1. **Scope of Work**. SHIP funding shall be provided to Contractor who agrees to:

(a) Provide roof replacements to eligible owner-occupied single-family housing units.

(b) Work with the City's Housing and Community Development Division ("HCDD") to identify and refer eligible low-to-moderate income households in Duval County, Florida who are in need of roof replacements.

(c) Do an initial inspection of the homeowner's roof and develop a scope of work for review and approval by HCDD.

(d) Submit itemized work write-up to HCDD for review and approval.

(e) Adhere to the Schedule of Fixed Pricing Rates based upon the unit pricing as submitted in the RFP and attached hereto as **Attachment B**.

(f) Set up a case file for each client and maintain appropriate documentation for reimbursement.

(g) Submit invoices for reimbursement upon completion of the roof replacement including finalization of all permits, at which time, HCDD will process payment to Contractor following confirmation that the work was satisfactorily completed and all permits being finalized.

Except in situations where there is an emergency endangering life or the property, no material changes or alterations in the description of work or pricing shall be made without a prior written change order signed by an authorized representative of the City. (See **Attachment D**). No additional costs will be paid to Contractor if Contractor has neglected to properly evaluate the property to the extent of the rehabilitation work.

2. **Other Program Requirements.**

(a) For all homeowners receiving assistance, the City's financial assistance will be provided in the form of a zero percent (0%) interest deferred payment loan for a term of up to fifteen (15) years. The term of the deferred loan is based upon the amount of assistance received by the homeowner as described in the following matrix:

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Amount of Assistance	Forgiveness Term
$5,000.00 - $14,999.99	Five (5) Years
$15,000.00 - $40,000.00	Ten (10) Years
$40,001.00 - $55,000.00	Fifteen (15 Years)

(b) The deferred payment loan will become due and payable upon the sale, transfer of title, refinance of the property, or if the homeowner ceases to occupy the home as their primary residence for the term of the deferred loan, as outlined in the note and mortgage to the City.

(c) The mortgage lien in favor of the City shall be in the forms attached as **Attachment E** (the "City Security Documents") and shall be in place for the full amount based upon the terms set forth in the above matrix.

(d) Upon completion of the rehabilitation, the final cost must be accurately reflected in the City Security Documents.

(e) The recording and documentary stamp fees associated with the City Security Documents will be paid by the City.

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SPECS BY LOCATION/TRADE

4/2/2025

Work Write-up/Re-Bid: _____ Case Number: _____

Walk-Through Date: _____ Construction Specialist: Builders Care

Bid Date: July 7, 2025 Phone: 904-234-5874

Initial: _____

Address: test **Unit:** Unit 01

Location: 1 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 5	**Demolition & Disposal**				
800	**DUMPSTER--20 CUBIC YARDS** After procuring all required permits, place a 20 cubic yard, roll-off dumpster without damage on the site.	1.00	EA	$637.50	$637.50
801	**DUMPSTER--30 CUBIC YARDS** After procuring all required permits, place a 30 cubic yard, roll-off dumpster without damage on the site.	1.00	AL	$820.31	$820.31
Trade: 7	**Masonry**				
1345	**CHIMNEY REMOVAL** Remove the chimney to at least 6" below the roof line. Install a permanent cap on remaining portion of chimney. Resheath hole where chimney is removed with CDX plywood. Finish using roofing materials to match existing as closely as possible.	1.00	EA	$543.75	$543.75
Trade: 10	**Carpentry**				
2240	**JOIST--SISTER 2"X6"** Jack joist level and sister 2"x6" joist using a triangulated nailing pattern and cement coated nails, 8" on center.	1.00	LF	$7.23	$7.23
2320	**SLEEPERS--2"X4"** Install 2"x4" sleepers 12' on center over deck. Use preservative treated pine on masonry or concrete.	1.00	SF	$6.23	$6.23
2445	**FURRING--WOOD** Fur surface with 1"x3" wood strips using cut or masonry nails and cedar shims, level and plumb, 16" on center.	1.00	SF	$15.41	$15.41
2825	**REPLACE--SKYLIGHT-2' x 2'** Replace the existing skylight with a curb mount skylight.	1.00	EA	$148.28	$148.28
Trade: 15	**Roofing**				
4300	**TAPERED ROOFING SYSTEM** Install a tapered roofing system on the designated area(s). Install per manufactures specs.	1.00	SQ	$549.25	$549.25
4405	**RAFTER--SISTER 2"X 6"** Sister a 2"x 6" to damaged rafter using a triangulated nailing pattern and cement coated nails, 8" on center.	1.00	LF	$7.23	$7.23
4430	**RAFTER TAIL** Remove damaged rafter tail and sister a 2" pine board, cut to match existing dimension, at least 4' into the attic area.	1.00	EA	$38.81	$38.81

Address: test **Unit:** Unit 01

Location: 1 - Exterior **Approx. Wall SF:** 0 **Ceiling/Floor SF:** 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	**Roofing**				
4433	**RAFTER--BARGE** Replace the rotted barge rafter(s) during the replacement of the roof. Use galvinised nails for the installation.	1.00	LF	$8.12	$8.12
4485	**ROOF SHEATHING 1"X6"** Install 1"X 6" sheathing nailed per code. All materials to be verified by the Rehab Specialist.	1.00	LF	$6.51	$6.51
4488	**ROOF SHEATHING 1/2" OSB** Install 1/2" OSB sheathing nailed per code using plywood clips.	1.00	SF	$3.44	$3.44
4548	**MODIFIED BITUMEN RE-ROOF** Install modified bitumen single ply roof, reinforced with polyester in full compliance with the manufacturer's recommendations. Replace all flashing. The contractor awarded the project will verify all quantities of roofing material prior to the execution of the job. THE CONTRACTOR IS NOT RESPONSIBLE FOR RE INSTALLING TV SATELLITE DISHES. NEITHER THE CITY HOUSING STAFF NOR THE GENERAL OR ROOFING CONTRACTOR ARE RESPONSIBLE FOR THE COMPLETION OF WIND MITIGATION FORMS FOR INSURANCE PURPOSES.	1.00	SQ	$535.68	$535.68
4580	**SHINGLES - REMOVE AND REPLACE** Remove and dispose of all roofing & defective sheathing. Replace sheathing using pine boards, OSB or CDX plywood of matching thickness. Install felt per local building code. Install drip edge, vent pipe boots and 1"X 2" on the fascia for the drip edge if not already installed. Install a 220 lb fiberglass asphalt, 3 tab shingle with a 25 yr warranty. Replace all flashing and install kickout diverters at the bottom of wall flashing. The contractor awarded the project will verify all quantities of roofing material prior to the execution of the job. THE CONTRACTOR IS NOT RESPONSIBLE FOR REINSTALLING TV SATELLITE DISHES. NEITHER THE CITY HOUSING STAFF NOR THE GENERAL OR ROOFING CONTRACTOR ARE RESPONSIBLE FOR THE COMPLETION OF WIND MITIGATION FORMS FOR INSURANCE PURPOSES.	1.00	SQ	$432.27	$432.27
4700	**VENT--OFF RIDGE 6'** Install a 6' off ridge vent per standard trade practic. Seal all exposed nails.	1.00	EA	$151.13	$151.13
4701	**VENT--GOOSE NECK** Install a 6 in. Goose Neck Vent per standard trade practice to ventilate the attic space.	1.00	EA	$65.81	$65.81
4711	**RIDGE VENT--SHINGLE OVER** Cut vent slot into roof deck and install, per manufacturer's specifications, a shingle-over ridge vent.	1.00	LF	$8.53	$8.53
4754	**1"X 2" DRIP STRIP**	1.00	LF	$4.13	$4.13

Address: test **Unit:** Unit 01

Location: 1 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	**Roofing**				
	Install 1"x 2", #2 pine on the top edge of the fascia using galvanized finish nails. Caulk joints, and prime.				
4756	**FASCIA 2" X 4"** Install a 2"x 4", #2 pine fascia using galvanized finish nails. Caulk joints, and prime.	1.00	LF	$6.23	$6.23

Bidder: _____ **Location Total:** _____

Unit Total for test , Unit Unit 01: _____

Address Grand Total for test : _____

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ATTACHMENT C-1
Conditions Precedent for Disbursements

I. CONDITIONS FOR PAYMENT.

1. Contractor acknowledges and agrees that the City will not be obligated to make disbursements unless and until the following conditions are satisfied:

(a) There is no default under this Contract, the Loan Agreement, the notes, or the Mortgages (as defined in the Construction Loan Agreement).

(b) The City, or its designated agent, has received a completed request for disbursement in the form to be approved by the City. Such request may, at the City's option, be required to be accompanied by any one or all the following:

(1) Proof of paid and unpaid construction bills for materialmen and subcontractors which show full payment (except for holdbacks) of such bills then due and payable, except those covered under the current draw request.

(2) Lien waivers for all work and materials as required by the title insurance company for the issuance of endorsements, except those covered by the current request.

(3) Any inspection reports, architectural certificates with respect to the completion of the roof replacement project, and such other proof as the City may reasonably require to establish that a roof replacement project has been completed in its entirety and in compliance with the plans and specifications.

(4) The current status of accounts of Contractor and its subcontractors, materialmen, and laborers furnishing labor, materials, or services in the construction of the Project.

(5) Advice from the City or its agent that all construction work already performed on the Project is in full compliance with the plans and specifications.

2. The City will not be obligated to make a disbursement for any roof replacement project unless and until it has received the following documentation for such roof replacement project:

(a) Approval by local governmental authorities having jurisdiction of the Property or the project that the roof replacement project has been completed in accordance with all applicable laws, rules, ordinances, and regulations. All permits must be final by the City's Building Inspection Division.

(b) Final lien waivers, owner's and contractor's affidavits required under the Florida Construction Lien Law.

(c) A complete release of all liens arising out of the Contract or receipts in full covering all labor, materials, and equipment for which a lien could be filed, or a

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bond satisfactorily to the City indemnifying the City against any lien arising under the Florida Construction Lien Law in connection with the Project.

3. The City's obligation to fund Disbursements to Contractor for the Services shall be limited to expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to fund Disbursements to Contractor for the Services shall end **sixty (60) days thereafter**.

II. ADDITIONAL PROVISIONS

A. **Requests for Disbursement**. For each request for a disbursement, Contractor shall submit to the City a completed written disbursement request (each, a "Disbursement Request"). (*See* **Attachment C-2**). Contractor shall attach to each Disbursement Request such invoices, receipts and other documents required by City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended.

B. **General Disbursement Conditions**. The City shall have no obligation to make any disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred or is continuing.

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ATTACHMENT C-2
Contractor Disbursement Request Form

CONTRACTOR DISBURSEMENT REQUEST

Homeowner:	Payment #: _____ = _____% Complete
Address:	
	Amount Requested this Draw: $_____
Contractor:	Including this draw, Total Disbursements to Date: $_____

Contractor:	I hereby request an inspection to receive Payment #___ in the amount of $_____. I certify that I have satisfactorily completed the necessary work to justify this request and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full to this date. Attached is a description of the work completed and the amount of payment requested by work item.

Contractor's Signature: _____ Date: _____

Homeowner:	I/We hereby agree that the work stated by the Contractor has been completed and approve payment to the Contractor in accordance with the contract and contingent upon inspection and concurrence by the HCDD Rehabilitation Inspector. It is understood that the actual amount disbursed will be based on the findings of that inspection.

Homeowner's Signature: _____ Date: _____

Homeowner's Signature: _____ Date: _____

HCDD Rehab Specialist:	I hereby certify that I exercised reasonable care to determine that the work performed at the above address meets specifications and was completed in a satisfactory manner; however, neither the undersigned, the Neighborhoods Department - Housing and Community Development Division, nor the City of Jacksonville is in any way responsible for the acts or omissions of the Contractor, any subcontractor, or any of the Contractor's agents or employees, or any other person performing work under the construction agreement. The Contractor has provided a release of all liens, if any, in connection with this Contract and has provided the property owner with a copy of each warranty or guarantee due the property owner from the Contractor for work performed. At 100% completion: I certify that the property complies with the Minimum Housing Code, I hereby certify that all work is completed as indicated on the Contractor's payment request and recommend payment to the Contractor in the amount of $_____.

HCDD Rehab Specialist: _____ Date: _____

This payment request is approved and has been forwarded to the financial institution for payment on this date.

HCDD Housing Assistant Administrator: _____ Date: _____

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ATTACHMENT D
Change Order Form

CHANGE ORDER

No. _____

Contract Date: _____ Date: _____

Owner Name: _____

Property Address: _____

Contractor Name: _____

Contractor Address: _____

Description of Work Change *(Please write in similar format to the original work write up)*	**Amount** +	-
	SUM	

Changes and work affected hereby are subject to all contract stipulations and covenants. This Change Order is made a part of the contract dated first above; parties have hereunto set their signatures:

	$_____	Contract Price
+ or -	$_____	Change
	$_____	Total

Homeowner Approval: _____ Date:_____

Contractor Approval: _____ Date:_____

HCDD Rehab Specialist Approval: _____ Date:_____

HCDD Assistant Administrator Approval: _____ Date:_____

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ATTACHMENT E
City Security Documents

PROMISSORY NOTE

FOR VALUE RECEIVED on this ____ day of _____, **20__**, the undersigned _____, (the "Borrower"), having a residence at _____, Jacksonville, Duval County, Florida 322__, which is the subject of a mortgage of even date herewith ("Mortgage"), promises to pay to the order of the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, c/o Housing and Community Development Division, whose address is 214 North Hogan Street, 7th Floor, Jacksonville, Florida 32202 (the "Lender"), the principal sum of _____ **and 00/100 Dollars ($_____)**, at no interest subject to forgiveness and payment on default as provided in the Mortgage.

If default is made as set forth in the Mortgage, then the entire amount of unforgiven principal shall become immediately due and payable at the option of the holder of this Note, without notice.

This Note shall be governed by and construed in accordance with the laws of the State of Florida; venue for any action arising under this Note shall lie exclusively in the courts for Duval County, Florida.

IN WITNESS WHEREOF, I/we have caused this Noted to be executed.

_____ (Seal)

_____(Seal)

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PREPARED BY AND
AFTER RECORDING RETURN TO:
City of Jacksonville
c/o Housing and Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202

NOTE TO CLERK AND REVENUE DEPARTMENT:
This Mortgage is exempt from Intangible Tax under Florida Statutes 199.052, 199.183 and 199.185.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT is executed this ____ day of _____, 20___, by _____ (the "Mortgagor"), in favor of the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, whose address is c/o Housing and Community Development Division, 214 North Hogan Street, 7th Floor, Jacksonville, Florida 32202 (the "City" or "Mortgagee). Mortgagor owes Mortgagee the principal sum of _____ and 00/100 Dollars ($_____), as evidenced by Mortgagor's Note (the "Note") dated the same date as this Mortgage ("Deferred Payment Loan").

SECTION ONE
(Description of Property)

Mortgagor is the owner of the property located at _____, Jacksonville, Florida 322__, being the residence of Mortgagor and being legally described as follows (the "Property"):

Lot __, Block __, _____, according to plat thereof as recorded in Plat Book __, page __, of the current public records of Duval County, Florida.

RE #: _____

SECTION TWO
(Payment for Improvements)

Mortgagee hereby secures a Deferred Payment Loan to Mortgagor in the amount of the indebtedness evidenced by the Note, for repairs and improvements to Mortgagor's residence at the Property described herein. Mortgagor hereby authorizes and agrees to the imposition of this Mortgage lien on the Property for a period of _____ **(__) years** from the date of completion of the improvements (the "Mortgage Term"). The Mortgage Term forgiveness period shall begin at completion of the improvements. There is no interest on the Deferred Payment Loan evidenced by the Note, and the principal balance of the Deferred Payment Loan will decrease on a pro-rated basis annually for the Mortgage Term.

SECTION THREE
(Sale of Property)

In the event Mortgagor either transfers title to the Property or moves from the Property prior to the expiration of the Mortgage Term forgiveness period, then the principal balance of the Deferred Payment Loan shall immediately become due and payable, and the terms of Section Five hereof shall apply.

Mortgagor's Initials:
_____

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SECTION FOUR
(Death of Mortgagor)

In the event of death of Mortgagor prior to the expiration of the Mortgage Term forgiveness period, then this Deferred Payment Loan shall continue in force as long as a member of Mortgagor's immediate family lives in the housing unit at the Property and also meets the then-applicable affordable housing income level requirements. If any one of these conditions is not met, then Mortgagor's successor-in-interest shall be deemed to be in default and the terms of Section Five shall hereof apply.

SECTION FIVE
(Default)

If Mortgagor defaults in the performance of any term or condition of this Mortgage or if Mortgagor defaults in the performance of any term or condition of any mortgage that has a superior lien position to this Mortgage, then the entire amount of this Deferred Payment Loan shall immediately become due and payable to the City of Jacksonville, c/o Housing and Community Development Division, whose address is 214 North Hogan Street, 7th Floor, Jacksonville, Florida 32202.

SECTION SIX
(Future Advances)

This Mortgage is given to secure not only the existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, as are made within _____ **(___) years** from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed twice the face amount of the Note.

EXECUTED on the date first above written.

Witnesses:

_____
Print Name: _____
Address: _____
_____:

_____
Print Name: _____
Address: _____
_____:

MORTGAGOR(s):

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of [__] physical presence or [__] online notarization, this ____ day of _____, 20___, by _____, who [__] is/are personally known to me or who [__] has/have produced _____ as identification.

_____
Notary Public, State of Florida
Print Name: _____
Commission No. _____
My Commission Expires: _____

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ATTACHMENT F
Indemnification

Contractor (the "**Indemnifying Party**") shall hold harmless, indemnify, and defend the City of Jacksonville and the City's members, officers, officials, employees and agents (collectively the "**Indemnified Parties**") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this Contract (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Sections 725.06 or 725.08, *Florida Statutes*, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Sections 725.06 or 725.08, *Florida Statutes* will be modified to comply with said statutes.

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ATTACHMENT G
Insurance

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Workers' Compensation	Florida Statutory Coverage	
Employer's Liability	$100,000	Each Accident
	$500,000	Disease Policy Limit
	$100,000	Each Employee/Disease

Such insurance shall cover Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$50,000	Fire Damage
	$5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability	$1,000,000	Combined Single Limit

(Coverage for all automobiles owned, hired, or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

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Professional Liability $1,000,000 Per Claim and Aggregate

Any entity hired to perform professional services as a part of this Contract shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Cyber Liability & Data Storage $1,000,000 Per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Multi Media Liability
- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver to the City Certificates of Insurance that show the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. Additional Insured. All insurance except Worker's Compensation, Professional Liability, AD&D and Crime (if required) shall be endorsed to name the City of Jacksonville and the City's members, officials, officers, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Contractor's Insurance Primary. The insurance provided by Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees, and agents.

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F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

G. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the City or others. Any remedy provided to the City or the City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

I. Notice. Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then Contractor, as applicable, shall provide a thirty (30) day written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions. Prior to executing this Contract, Contractor shall present this Contract and **Attachments F and G** to its insurance agent affirming that: 1) the agent has personally reviewed the insurance requirements of the Contract, and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

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NORTFLO-01 JREDFEARN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # L004416
M.E. Wilson Company, LLC
5150 Belfort Rd Suite 701
Jacksonville, FL 32256-6038

CONTACT NAME:
PHONE (A/C, No, Ext): (904) 332-8585 FAX (A/C, No): (904) 296-1888
E-MAIL ADDRESS: certificates@insuramerica-fl.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gotham Insurance Company	25569
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Northeast Florida Builders Association Builders Care Inc.
4932 Sunbeam Road
Jacksonville, FL 32257

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			GL202600024301	8/27/2026	8/27/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Jacksonville, Neighborhoods Department
214 N. Hogan St, 7th Floor
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jennifer J. Redfearn

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