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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:**	N/A	**BID Opening Date:**	05/20/2026

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

Federally Funded:	No	**JSEB Rec:**	N/A
Licenses Verified:	N/A	**JSEB %:**	N/A
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:	Means, Kaelyn 2764AC3F33894DF...	**Title:**	HOUSING & COMMUNITY DEVELOPMENT ADMINISTRATOR	5/20/2026
Concurrence:	Clemmons, Melissa 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:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

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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.*

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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: 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

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