

AGREEMENT

Between

BROWARD COUNTY

and

SAGOMA CONSTRUCTION SERVICES, INC.

**PROVIDING FOR ADMINISTRATION OF A PORTION OF COUNTY'S MINOR HOME
REPAIR AND WATER AND SEWER CONNECTIONS PROGRAMS**

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Between

BROWARD COUNTY

and

SAGOMA CONSTRUCTION SERVICES, INC.

PROVIDING FOR ADMINISTRATION OF A PORTION OF COUNTY'S MINOR HOME
REPAIR AND WATER AND SEWER CONNECTIONS PROGRAMS

This is an Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

SAGOMA CONSTRUCTION SERVICES, INC., a Florida corporation, hereinafter referred to as "SAGOMA," collectively referred to as the "Parties."

RECITALS

WHEREAS, COUNTY is a recipient of federal and state funding for its Minor Home Repair and Water and Sewer Connections Programs administered by the Housing Finance and Community Redevelopment Division ("Division"); and

WHEREAS, the Division issued a Request for Proposals ("RFP") dated June 3, 2015, seeking a qualified entity to assist COUNTY by administering a specific portion of the Division's Minor Home Repair and Water and Sewer Connections Programs; and

WHEREAS, SAGOMA responded to the RFP and was deemed responsive, responsible, and qualified by COUNTY to perform the work required under the RFP as further described herein; and

WHEREAS, negotiations pertaining to the services to be performed by SAGOMA were undertaken with SAGOMA, and this Agreement incorporates the results of such negotiations, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This Agreement includes Articles 1 through 11, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **Contract Administrator** - The Community Development Specialist or Division Manager designated by the Division Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with SAGOMA to manage and supervise execution and completion of the work for a Project and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change a Project or the Program.
- 1.4 **Contractor** - A contractor listed on the Broward County Office of Small Business and Economic Development's Certified Firm Directory performing minor home repair activities or water and sewer connections under the Program for a Project pursuant to a standard form agreement to be executed by the Homeowner and Contractor as provided in Article 3.
- 1.5 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.6 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.7 **Direct Service Fee** - A fee of Twelve percent (12%) paid to SAGOMA upon Project Completion for Project eligible expenses described in the Work authorization for a Project.
- 1.8 **Division** - The Housing Finance and Community Redevelopment Division.
- 1.9 **Final Program Completion** - All work and services to be performed by SAGOMA under this Agreement have been completed including, but not limited to, all Project invoices have been approved by COUNTY, and payment has been made by COUNTY to SAGOMA and each Contractor performing work on a Project.

- 1.10 **Funds** - The federal and state grant funding awarded to COUNTY for the Program including, but not limited to, Community Development Block Grant ("CDBG") funds pursuant to 24 CFR Part 570, and State Housing Initiative Program ("SHIP") funds pursuant to Chapter 420, Part VII, Florida Statutes.
- 1.11 **Homeowner** - An individual or family who is deemed qualified and eligible by COUNTY to participate in the Minor Home Repair, or Sewer and Water Connections Programs of COUNTY.
- 1.12 **Program** - The Minor Home Repair (including exterior painting) and Sewer and Water Connections Programs of COUNTY, a portion of which is to be administered, by SAGOMA in accordance with the terms of this Agreement.
- 1.13 **Project** - The individual projects for minor home repair activities or water and sewer connections for the Program, as described in Article 3.
- 1.14 **Project Completion** - Construction work for a Project is completed, final inspections (including building inspection) have been completed and documented; Homeowner Satisfaction Survey has been completed and submitted; and invoices for payment have been submitted to COUNTY.
- 1.15 **Subcontractor** - A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services under this Agreement through SAGOMA for all or any portion of the work or activities. The term "Subcontractor" shall include all "Subcontractors."
- 1.16 **Work Authorization** - The document prepared by SAGOMA for approval by the Contract Administrator setting forth the work and services to be performed for a Project in accordance with the terms of this Agreement.

ARTICLE 2 - PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the Parties, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 The Program was included in COUNTY's Consolidated Plan submission to the United States Office of Housing and Urban Development ("HUD") in accordance with 24 CFR Part 91, and the Local Housing Assistance Plan in accordance with Chapter 420, Part VII, Florida Statutes, and Rule 67-37, Florida Administrative Code.

- 2.2 Under the rules and regulations of HUD and the State of Florida, COUNTY is responsible for administration of the Program and is mandated to comply with various statutes, and rules and regulations as to the allocation and expenditure of the Funds as well as protecting the interests of certain classes of individuals who reside in Broward County, Florida.
- 2.3 The payments by COUNTY for Project eligible expenses may be made from one or more of the sources comprising the Funds, subject to the availability of same. The Funds for the Program under this Agreement shall be utilized in accordance with all applicable laws, and rules and regulations relating to the respective funding sources.

ARTICLE 3 - SCOPE OF SERVICES; WORK AUTHORIZATIONS

- 3.1 SAGOMA shall administer and perform the services for the Program as outlined in this Agreement, including without limitation, Exhibit "A," Scope of Services. The services shall be performed in accordance with the applicable guidelines for the Program attached hereto as Exhibit "G," Program Guidelines. The Scope of Services is a description of each party's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by either party impractical, illogical, or unconscionable.
- 3.2 The Scope of Services included in a Work Authorization issued under the terms of this Agreement is a description of SAGOMA's obligations and responsibilities for a Project and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by SAGOMA impractical, illogical, or unconscionable. The Scope of Services included in a Work Authorization does not delineate every detail and minor work task required to be performed by SAGOMA pursuant to the Work Authorization. In the event SAGOMA determines, during the course of performing services under a Work Authorization, that additional work should be performed which is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, SAGOMA shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If SAGOMA proceeds with the work without notifying and obtaining approval of the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services.
- 3.3 Any Work Authorization for a Project prepared by SAGOMA for approval by the Contract Administrator in accordance with the terms of this Agreement shall be substantially in the form attached as Exhibit "D," and shall be dated and serially numbered, and shall contain, at a minimum, the following information and requirements:

- 3.3.1 A description of the work and services to be undertaken for a Project as set forth in Exhibit "A," Scope of Services, specifying the individual tasks, activities, and related deliverables to be performed by SAGOMA.
- 3.3.2 A maximum not-to-exceed amount payable to SAGOMA upon Project Completion, for Project eligible activities under the Program, which amount shall include the Direct Service Fee, and any other direct costs as described in this Agreement. This amount shall be based upon budget information provided by SAGOMA identifying in sufficient detail the various cost elements for the work to be performed by the Contractor in accordance with the applicable budget for the Program, and pursuant to a standard form Homeowner-Contractor Agreement approved by COUNTY.
- 3.3.3 A time period setting forth the time for completion of the work and services to be undertaken by SAGOMA or for the submission to COUNTY of documents, reports, and other information pursuant to this Agreement and the scope of work outlined in the Work Authorization.
- 3.3.4 Any other additional instructions or information relating to the work authorized pursuant to this Agreement.
- 3.4 SAGOMA shall provide the Contract Administrator with a draft of the Homeowner-Contractor Agreement for a Project utilizing the form approved by COUNTY, at the same time it submits a Work Authorization for approval.
- 3.5 SAGOMA shall perform the services described in a Work Authorization approved by the Contract Administrator within the time period specified therein. SAGOMA may submit for approval and execution by the Contract Administrator a revised Work Authorization for a Project, providing for an extension in the time for SAGOMA to complete the services as a result of any delay outside of its control, or for additional services resulting from any COUNTY-approved Change Order for work to be performed by a Contractor under a Homeowner-Contractor Agreement as described in Section 3.6. SAGOMA shall be required to notify the Contract Administrator promptly in writing whenever a delay in approval by a governmental agency or performance by the Contractor is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 3.6 In the event SAGOMA determines that additional services are needed for a Project, SAGOMA shall submit a Change Order request to the Contract Administrator utilizing the Change Order Form set forth in Exhibit "H." The Change Order Form must include the reason for the change being requested and include supporting documentation to verify the reasonableness of any additional costs included in the Change Order. A Change Order is a written document that when approved by COUNTY authorizes a material change in the work to be

performed by the Contractor pursuant to the Homeowner-Contractor Agreement for a Project.

- 3.7 The Division Director is authorized to make changes that would increase, decrease, or otherwise modify the Scope of Services for the Program, so long as the changes are consistent with the Program, and there is no increase in compensation to SAGOMA pursuant to Article 5 of this Agreement, unless authorized by the Board.
- 3.8 In the event a dispute between the Contract Administrator and SAGOMA arises over whether requested services constitute additional services and the dispute cannot be resolved by the Contract Administrator and SAGOMA, the dispute shall be promptly addressed in accordance with the Dispute Resolution provisions in Article 9. During the pendency of any dispute, SAGOMA shall promptly perform the disputed services.
- 3.9 The Division will carry out periodic monitoring and evaluation activities as determined necessary by the Division. The continuation of this Agreement is dependent upon satisfactory evaluations by the Division. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to a Project's scheduling, budget, and outcomes. SAGOMA shall furnish to the Division, any records and information relating to a Project deemed necessary by the Division Director. SAGOMA shall submit on a monthly and quarterly basis, and at other times upon the request of the Division Director, information and status reports required by the Division on forms approved by the Division Director.
- 3.10 SAGOMA shall submit written notification to the Division of all pre-bid and preconstruction meetings at least two (2) weeks prior to the actual date of the meetings. COUNTY shall have the right but not the obligation to attend any pre-bid and preconstruction meeting for a Project under this Agreement.
- 3.11 SAGOMA shall meet with the Contract Administrator within two (2) business days of a request by the Contract Administrator to discuss a Project.
- 3.12 During the term of this Agreement as provided in Article 4, SAGOMA shall not perform any services or activities for the Program other than those set forth in this Agreement.
- 3.13 SAGOMA shall provide COUNTY with Monthly Progress Reports utilizing the form provided in Exhibit "E," which shall indicate the status of all outstanding work that has been authorized by COUNTY for the Program, including the planned versus actual progress of a Project based on the Project's schedule and budget. Such reports shall be submitted to the Division on the first business day following the end of the preceding month.

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

ARTICLE 4 - TERM AND TIME OF PERFORMANCE

- 4.1 The term of this Agreement shall commence upon the complete execution of the Parties ("Effective Date"), and shall end one (1) year from the Effective Date, unless terminated earlier or extended pursuant to the terms of this Agreement. SAGOMA may submit a written request for an extension to the term of this Agreement to the Division Director no less than ninety (90) days prior to the expiration date. In the event COUNTY, in its sole discretion, elects to extend the term of this Agreement, the County Administrator is authorized to execute an amendment to this Agreement extending the term, subject to any restrictions related to the Funds. If the term of this Agreement, or a Work Authorization, extends beyond a single fiscal year of COUNTY, the continuation of this Agreement or a Work Authorization beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.
- 4.2 SAGOMA shall comply with the timeframes set forth in Exhibit "B," Program Schedule, and all duties, obligations, and responsibilities of SAGOMA required by this Agreement shall be completed no later than the timeframe for deliverables set forth in Exhibit "B." Time shall be deemed of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 4.3 Notwithstanding any provision to the contrary under this Agreement, at the expiration of the term of this Agreement, no further Work Authorization shall be issued; however, SAGOMA shall be required to complete all services under any outstanding Work Authorization.

ARTICLE 5 - FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

- 5.1 The maximum amount of funds payable hereunder as either reimbursement or payment to SAGOMA as compensation shall be One Million Three Hundred One Thousand and 00/100 Dollars (\$1,301,000.00), subject to the availability of the Funds from the various funding sources. The dollar limitation set forth herein is a limitation upon, and describes the maximum extent of, COUNTY's obligation to SAGOMA, but does not constitute a limitation, of any sort, upon SAGOMA's obligation to incur such expenses in the performance of services hereunder.
- 5.2 COUNTY shall reimburse SAGOMA for actual Project eligible expenses paid to a Contractor for work performed on a Project pursuant to a Homeowner-Contractor Agreement, as more specifically provided in the Work Authorization for a Project,

Agreement, as more specifically provided in the Work Authorization for a Project, and in accordance with the Program Budget set forth in Exhibit "C," and the Program Guidelines set forth in Exhibit "G."

- 5.3 COUNTY shall reimburse SAGOMA the actual cost of Project eligible expenses paid to third parties activities identified in a Work Authorization for a Project, including, but not limited to, title searches, lead-based paint inspections, and mold inspections and clearances.
- 5.4 COUNTY shall pay SAGOMA a Service Delivery Fee of Twelve percent (12%) for Project eligible expenses, as identified in a Work Authorization.
- 5.5 Any Funds payable to SAGOMA under this Agreement shall be as provided in Section 5.6, provided a suspension of payment as provided in this Agreement has not occurred, and provided further that SAGOMA complies with the procedures for invoices and payments as set forth in this Article.
- 5.6 SAGOMA shall invoice COUNTY upon Project Completion, except as provided in Subsection 5.6.5, utilizing the form provided in Exhibit "F," Request for Payment, for Project eligible expenses incurred as described in a Work Authorization for a Project, on the following basis:
 - 5.6.1 SAGOMA's invoices for reimbursement of funds paid by SAGOMA for the Project or for payment of the Direct Service Fee shall identify the Work Authorization number and nature of the work performed.
 - 5.6.2 SAGOMA shall submit a copy of any purchase order or other SAGOMA document authorizing any work or activities by a Subcontractor, or a third party as referenced in Section 5.3, for which it is seeking payment.
 - 5.6.3 SAGOMA shall provide proof of payment to the Contractor and submit to COUNTY a certified copy of the Contractor's invoices for the Project indicating the work, services, or activities rendered, or materials purchased, and the dates for same in accordance with Homeowner-Contractor Agreement.
 - 5.6.4 SAGOMA's administrator or the administrator's authorized representative shall certify that the services being invoiced have been received or completed.
 - 5.6.5 In the event a Project is cancelled prior to or at the preconstruction meeting, SAGOMA shall be not be entitled to payment of the Direct Service Fee set forth in the approved Work Authorization. SAGOMA shall be reimbursed only for actual costs incurred and included in the approved Work Authorization.

- 5.7 Following receipt of invoices and supporting documentation, as described in Section 5.6, the Division shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. Upon determination by the Division that the items invoiced have been received or completed, the Division shall make payment to SAGOMA the amount it determines to be payable. Payment for travel expenses, if any, shall be made in accordance with COUNTY guidelines for travel reimbursement.
- 5.8 SAGOMA shall not be entitled to payment by COUNTY for any invoices received by COUNTY later than sixty (60) days after expiration or earlier termination of this Agreement, or the time period for completion of the work set forth in any Work Authorization if it extends beyond the term of this Agreement, whichever occurs later.
- 5.9 COUNTY shall make payment to SAGOMA within thirty (30) calendar days from receipt of SAGOMA's Request for Payment as provided herein, in accordance with COUNTY's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances.
- 5.10 All Funds not expended for the Program within the term of this Agreement shall remain in the custody and control of COUNTY.
- 5.11 COUNTY may suspend payment under this Agreement for any of the following events:
- 5.11.1 Ineligible use of the Funds;
 - 5.11.2 Failure to comply with any terms of this Agreement;
 - 5.11.3 Failure to submit reports as required;
 - 5.11.4 Submittal of incorrect or incomplete reports in any material respect; and
 - 5.11.5 Failure to comply with the indemnification obligations under this Agreement.

In the event COUNTY elects to suspend payment to SAGOMA pursuant to this Section 5.11, COUNTY shall specify the action(s) that must be taken by SAGOMA as a condition precedent to resumption of payments, and will specify a reasonable date for compliance.

- 5.12 Payments to SAGOMA shall be sent to:

Brian A. Powell
Sagoma Construction Services, Inc.

3116 South Andrews Avenue
Fort Lauderdale, Florida 33316

- 5.13 Any documentation required under this Agreement shall be furnished to COUNTY at the following address:

Ralph Stone, Director
Broward County Housing Finance and Community Redevelopment
Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301

- 5.14 COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with the terms of this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 6 - INDEMNIFICATION

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

ARTICLE 7 - INSURANCE

- 7.1 SAGOMA shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "I" in accordance with the terms and conditions stated in this Article.

- 7.2 Such policy shall be issued by companies authorized to do business in the State of Florida, with an A.M. Best financial rating of A- or better. Coverage shall be afforded on a form no more restrictive than the latest edition of the respective Insurance Services Office policy. SAGOMA shall be responsible for any policy deductibles or self-insured retentions. SAGOMA shall specifically protect COUNTY by naming Broward County, Florida, as an additional insured on a primary and non-contributory basis under the Commercial General Liability Policy as well as on any Excess Liability Policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- 7.3 Within fifteen (15) days of notification of award, SAGOMA shall provide to COUNTY proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. SOMONA shall provide a certified copy of any policies required by this Article upon request by COUNTY. Coverage is not to cease and is to remain in force until COUNTY determines all performance required of SAGOMA is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of all services unless a different time period is stated in Exhibit "I." COUNTY shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the services, proof of insurance renewal shall be provided to COUNTY prior to or upon expiration.
- 7.4 If SAGOMA is permitted to use a Subcontractor, SAGOMA shall ensure that each Subcontractor names "Broward County" as an additional insured under the Subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

ARTICLE 8 - TERMINATION

- 8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall, at COUNTY's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 8.2 This Agreement may be terminated for cause for reasons including, but not limited to, SAGOMA's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. This Agreement may also be terminated for cause if SAGOMA is 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, or if SAGOMA provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 8.4 In the event this Agreement is terminated for convenience by COUNTY, SAGOMA shall be paid for any services properly performed under this Agreement through the termination date specified in the written notice of termination. SAGOMA acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which is hereby acknowledged by SAGOMA, for COUNTY's right to terminate this Agreement for convenience.
- 8.5 In the event this Agreement is terminated for any reason, any amounts due SAGOMA shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 11.1 of Article 11.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 Any question, claim, difficulty, or dispute of whatever nature (collectively referred to as "claim") which may arise relative to the terms of this Agreement and the work to be performed by SAGOMA which cannot be resolved by the Contract Administrator and SAGOMA shall be submitted to the County Administrator or the Administrator's designee in writing within five (5) calendar days from the date of impasse. The County Administrator or the Administrator's designee shall notify the Contract Administrator and SAGOMA in writing of the decision within five (5) calendar days from receipt of the claim, unless the County Administrator or the Administrator's designee notifies the Contract Administrator and SAGOMA, in writing, that additional time is needed to review the claim or obtain additional information regarding the claim. In this event, the County Administrator or the Administrator's designee shall make a decision no later than ten (10) calendar days from receipt of the claim. Except for any claim that relates directly to the

promptness of payment as set forth in Article 5, a claim shall be determined within the time periods described in this Section. During the pendency of any claim or after a written determination is provided in accordance with this Section, the Parties shall be required to continue their respective obligations under this Agreement and act in good faith to mitigate any potential damages.

- 9.2 In the event the determination of a claim under Section 9.1 is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any claim relating to the time for performance, Work Authorization, or price adjustment is the entire claim to which the objecting party believes it is entitled to under the terms of this Agreement. Within sixty (60) calendar days after Project Completion of all Projects under this Agreement, the Parties shall participate in mediation to address all objections to any determinations hereunder in an attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under Florida law. **EACH PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ADJUSTMENTS TO THE TIME FOR PERFORMANCE AND COMPENSATION, INCLUDING ITS RIGHTS AND REMEDIES UNDER FLORIDA LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE 9.**

ARTICLE 10 - ASSURANCES

- 10.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. SAGOMA shall comply with all applicable requirements of COUNTY's CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

SAGOMA shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by SAGOMA to carry out any of the requirements of this Section shall constitute a material breach of this Agreement, which shall permit COUNTY to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

- 10.2 The County Business Enterprise ("CBE") Program, which is implemented under the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances, provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts. There are no CBE goals set for this Agreement; however, SAGOMA is encouraged to utilize, whenever possible local COUNTY small business enterprises as the sources of supplies, equipment, and services.
- 10.3 SAGOMA shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 CFR Part 135, as applicable to the Project), which provides for training, employment, contracting, and other economic opportunities for low and very low-income persons.

ARTICLE 11 - MISCELLANEOUS

11.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, SAGOMA grants to COUNTY and the Federal Government a non-exclusive, royalty free, and irrevocable license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by SAGOMA, whether finished or unfinished, shall become the property of COUNTY, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by SAGOMA to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to SAGOMA shall be withheld until all documents are received as provided herein. SAGOMA shall ensure that the requirements of this Section are included in all agreements with its Subcontractors.

11.2 EQUAL EMPLOYMENT OPPORTUNITY

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

SAGOMA shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 CFR Parts 23 and 26.

Failure by SAGOMA to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit COUNTY to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

By execution of this Agreement, SAGOMA represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from SAGOMA all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

11.3 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent SAGOMA is acting on behalf of COUNTY pursuant to Section 119.0701, Florida Statutes, SAGOMA shall:

- 11.3.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;
- 11.3.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 11.3.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 11.3.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of SAGOMA upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of SAGOMA to comply with the provisions set forth in this Section 11.3 shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Section 8.2.

11.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of SAGOMA and its Subcontractors that are related to this Agreement. SAGOMA and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of SAGOMA and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, SAGOMA, or its Subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

SAGOMA and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period for each funding source or a minimum of four (4) years after Final Program Completion or earlier termination of this Agreement, or until resolution of any audit findings, whichever is longer. COUNTY audits and inspections pursuant to this Section may be performed by any COUNTY representative (including any outside representative engaged by COUNTY). COUNTY reserves the right to conduct such audit or review at SAGOMA's place of business, if deemed appropriate by COUNTY, with seventy-two (72) hours' advance notice.

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

SAGOMA shall ensure that the requirements of this Section 11.4 are included in all agreements with its Subcontractors performing services for the Project.

11.5 TRUTH-IN-NEGOTIATION REPRESENTATION

SAGOMA's compensation under this Agreement is based upon representations supplied to COUNTY by SAGOMA, and SAGOMA certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. COUNTY shall be entitled to recover any damages it incurs to the extent such representation is untrue.

11.6 PUBLIC ENTITY CRIME ACT

SAGOMA represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, SAGOMA further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether SAGOMA has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this Section is false, COUNTY shall have the right to immediately terminate this Agreement and recover all the Funds paid to SAGOMA under this Agreement.

11.7 INDEPENDENT CONTRACTOR

SAGOMA is an independent contractor under this Agreement. In providing services under this Agreement, neither SAGOMA nor its agents shall act as officers, employees, or agents of COUNTY. SAGOMA shall not have the right to bind COUNTY to any obligation not expressly undertaken by COUNTY under this Agreement.

11.8 THIRD PARTY BENEFICIARIES

Neither SAGOMA nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.9 ASSIGNMENT AND PERFORMANCE

Except for subcontracting approved in writing by COUNTY at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by SAGOMA without the prior written consent of COUNTY. If SAGOMA violates this provision, COUNTY shall have the right to immediately terminate this Agreement. SAGOMA represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. SAGOMA agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

11.10 CONFLICT OF INTEREST

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

11.11 CONFLICTS

Neither SAGOMA nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with SAGOMA's loyal and conscientious exercise of judgment related to its performance under this Agreement. None of SAGOMA's employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude SAGOMA or any person in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding regarding this Agreement. In the event SAGOMA is permitted pursuant to this Agreement to utilize third party contractors to perform any services required by this Agreement, SAGOMA shall require such third party contractors, by written contract, to comply with the provisions of this section to the same extent as SAGOMA.

11.12 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11.13 NOTICE

In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for

notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Ralph Stone, Director
Broward County Housing Finance and Community Redevelopment Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301

FOR SAGOMA:

Brian A. Powell, President
Sagoma Construction Services, Inc.
3116 South Andrews Avenue
Fort Lauderdale, Florida 33316

11.14 COMPLIANCE WITH APPLICABLE LAWS

SAGOMA shall keep fully informed of and shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

11.15 SEVERABILITY

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

11.16 JOINT PREPARATION

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

11.17 INTERPRETATION

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

unless the reference is made to a particular subsection or subparagraph of such Section or Article.

11.18 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

11.19 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or the United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, SAGOMA AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.20 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and SAGOMA or others delegated authority to or otherwise authorized to execute same on their behalf. The County Administrator shall be authorized to execute amendments that extend the term of this Agreement as provided in Article 5, and provide line item budget changes to the Program Budget set forth in Exhibit "B," which do not

change the total amount of funding under this Agreement, unless approved by the Board.

11.21 PRIOR AGREEMENTS

This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.22 PAYABLE INTEREST

11.22.1 Payment of Interest. COUNTY shall not be liable to pay any interest to SAGOMA for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof SAGOMA waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

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

11.23 INCORPORATION BY REFERENCE

The attached Exhibits are incorporated into and made a part of this Agreement. SAGOMA's submittal to the RFP is incorporated herein by reference. In the event of a conflict between the terms of this Agreement and any information provided in SAGOMA's submittal to the RFP, the terms of this Agreement shall prevail and be given effect. Any rules and regulations affecting the Program which are not specifically identified in this Agreement shall be deemed incorporated herein by reference.

11.24 SURVIVAL

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

herein shall survive expiration or earlier termination of this Agreement and be enforceable.

11.25 TIME IS OF THE ESSENCE

Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

11.26 FORCE MAJEURE

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

11.27 USE OF COUNTY LOGO

SAGOMA shall not use COUNTY's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of COUNTY.

11.28 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

11.29 DESIGNATED REPRESENTATIVE

SAGOMA's Designated Representative under this Agreement is Brian Powell, or such other individual designated by SAGOMA in writing and provided to the Contract Administrator.

11.30 DRUG-FREE WORKFORCE

SAGOMA shall comply with the terms of the Drug-Free Workplace Certification included in its submittal to the RFP, certifying that SAGOMA either has or will establish a drug-free work place program, and that it will maintain such drug-free workplace program for the term of this Agreement.

11.31 MULTIPLE ORIGINALS


Multiple copies of this Agreement may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 1st day of December, 2015, and SAGOMA CONSTRUCTIONS SERVICES, INC., signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:


Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners



Insurance requirements
approved by Broward County
Risk Management Division

By  11/23/15

Name: _____

Title: _____

BROWARD COUNTY, by and through
its Board of County Commissioners

By 
Mayor

1st day of December, 2015

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641


By  11/23/15
Patrice M. Eichen (Date)
Assistant County Attorney

By  11/23/15
Sharon V. Thorsen (Date)
Senior Assistant County Attorney


AGREEMENT BETWEEN BROWARD COUNTY AND SAGOMA CONSTRUCTION SERVICES, INC., PROVIDING FOR ADMINISTRATION OF A PORTION OF COUNTY'S MINOR HOME REPAIR AND WATER AND SEWER CONNECTIONS PROGRAMS

SAGOMA

WITNESSES:


Signature

Samantha Isaac-Shirley
Print Name


Signature

P. BIANCA JARANTOW
Print Name

SAGOMA CONSTRUCTION SERVICES, INC.

By  President

23 day of November, 2015



EXHIBIT "A" **SCOPE OF SERVICES**

The Parties shall perform their respective obligations set forth in the Agreement and this Exhibit relating to administration of the Program described in the Agreement. The Program activities consist of water and sewer connections and minor home repairs including exterior painting.

SAGOMA'S RESPONSIBILITIES.

- A. SAGOMA shall provide the following services and activities for the Program:
1. Following referral of an applicant for assistance by COUNTY, SAGOMA shall process and review the application in accordance with the Program Guidelines set forth in Exhibit "G" of the Agreement.
 2. Verify the applicant's ownership of the home.
 3. Perform an initial inspection (feasibility study) of each applicant's home to determine if it meets the applicable Program Guidelines.
 4. Schedule detailed inspections of the applicant's home including, but not limited to, lead-based paint and termite inspections, as needed.
 5. Prepare cost estimates for the work to be performed for a Project.
 6. Develop a scope of work and written plans and specifications addressing the minor home repair activities or water and sewer connections needed for a Project in accordance with the Program Guidelines, prior to proceeding with the Request for Quotations process for the work to be performed by a Contractor for a Homeowner under the Project.
 7. Prepare, schedule, analyze, and manage the Request for Quotations process for the work to be performed by a Contractor for a Homeowner under the Project.
 8. Maintain a current list of contractors on COUNTY's Office of Small Business and Economic Development's Certified Firm Directory.
 9. Competitively select a Contractor for a Project in accordance with the following procurement procedures:
 - a. Requirement for Quotations. All awards for a Project shall be solicited using sealed quotations ("Request for Quotations"), which shall be requested from a minimum of three (3) contractors on COUNTY's Office of Small Business and Economic Development's Certified Firm Directory ("Certified Firm Directory"), for the type of services to be performed for the Project, and on

a rotational basis. The Request for Quotations request shall include an estimate of the cost of the proposed scope of work prepared by SAGOMA and all terms and conditions applicable to the procurement. The contractors that were invited to submit a Request for Quotations shall be provided an opportunity to complete a site review prior to submitting their Quotation.

- b. **Quotations Opening.** Quotations shall be received by SAGOMA's authorized representative and shall be publicly opened. Publicly opened means the Quotations are opened in the presence of one or more witnesses. Additionally, all contractors that submitted a Quotation shall be provided written notice of the time and place of the public opening and shall be informed that they have a right to attend. A public opening does not require the opening be advertised.
- c. **Quotation Evaluation and Acceptance.** All Quotations shall be evaluated based on the requirements set forth in the Request for Quotations, which may include criteria to determine suitability for a particular purpose. Any criteria that will affect the price quoted and be considered in the evaluation for award, excluding cash discounts, shall be objectively measurable. The Quotations submitted shall be accepted without alteration or correction, except as provided for in subsection d. below. SAGOMA shall accept the Quotation which addresses all the items required in the Request for Quotations in all material respects, and which is deemed the lowest responsible and responsive Quotation as provided in subsection e. below.
- d. **Addition, Correction, Cancellation, or Withdrawal of a Quotation.**

- 1. **Addition to a Quotation.** Notwithstanding any provision to the contrary contained in subsection c. above, after the Quotations opening, a contractor shall be permitted an opportunity to furnish information required under the Request for Quotations that was inadvertently not provided due to an oversight, so long as the information does not affect any price included in the Quotation or any criteria required to be submitted to determine whether the Quotation is responsive to the Request for Quotations. Contractors may be asked to provide additional information required to make a determination as to the responsibility of the contractor submitting the Quotation.

- 2. **Correction of a Quotation.** Notwithstanding any provision to the contrary contained in subsection c. above, after the Quotations opening, a contractor may correct mathematical or clerical errors; however, the unit prices included in a Quotation shall not be changed. A voluntary reduction in price may be permitted if the reduction is not conditioned upon, nor results in, the modification or deletion of any requirement in the Request for Quotations. A voluntary reduction may not be used to ascertain the lowest responsive Quotation.

- 3. **Withdrawal or Amendment of a Quotation.** Prior to the Quotations opening, a contractor may voluntarily withdraw or amend a

Quotation by providing notice to SAGOMA that its Quotation is being withdrawn from consideration, or amended. In the event a contractor elects to amend its Quotation, the notice must describe the changes being made to the Quotation.

- e. Award Authority. A Project shall be awarded by SAGOMA in writing to the contractor who is determined by SAGOMA to have submitted the lowest responsible and responsive Quotation meeting the requirements and award criteria set forth in the Request for Quotations. A responsible Quotation means the contractor is on COUNTY's Office of Small Business and Economic Development's Certified Firm Directory and properly licensed or certified to perform the work requested in the Request for Quotations, has the capability in all respects to perform fully the contract requirements, and has the integrity and reliability which will assure good faith performance. SAGOMA shall consider performance history of a contractor on a prior Project in the evaluation of whether a contractor submitted a responsible Quotation. A Responsive Quotation means the contractor has submitted a Quotation which addresses and conforms in all material respects to the Request for Quotations, and must be submitted on the required forms, which contain all required information, signatures, notarizations, and insurance, to be submitted at the time of Quotations opening.
 - f. Documentation Requirements. SAGOMA shall prepare and retain for audit by COUNTY all documentation necessary to demonstrate compliance with the Quotation procedures described in this Section including, but not limited to, the Request for Quotations, all Quotations received, all correspondence and any other documents relating to repair estimates, dates and times of the Quotation opening, and a list of all persons in attendance at the Quotation opening.
10. Following the selection of a Contractor for a Project, SAGOMA shall submit to the Contract Administrator for review and approval a Work Authorization executed by SAGOMA for the work to be performed for the Project and a draft of the Homeowner-Contractor Agreement to be executed by the Homeowner and Contractor. In the event the Contract Administrator approves and executes the Work Authorization provided by SAGOMA and approves the draft of the Homeowner-Contractor Agreement, SAGOMA shall provide the Contractor and Homeowner with a copy of the approved draft of the Homeowner-Contractor Agreement for their review, and schedule the preconstruction meeting. At the preconstruction meeting, SAGOMA shall facilitate the complete execution by the Homeowner and Contractor of the Homeowner-Contractor Agreement for the Project, and execution by the Homeowner of a Mortgage and Promissory Note, or Receipt of Grant form, as applicable, provided by the Contract Administrator. In the event the Contract Administrator disapproves the Work Authorization submitted by SAGOMA for the Project, SAGOMA shall work with the Contract Administrator to resolve any issues which led to the disapproval. Following resolution of the issues and approval and execution of the Work Authorization by the Contract Administrator, and approval of

the draft of the Homeowner-Contractor Agreement, SAGOMA shall proceed as provided above in this Section. SAGOMA shall not authorize the Contractor to commence any work on the Project prior to the complete execution of the referenced documents.

If the Project provides for minor home repair activities (excluding exterior painting), SAGOMA shall obtain from COUNTY a Mortgage and Promissory Note to be executed by the Homeowner. If the Project provides for exterior painting or water and sewer connections activities, SAGOMA shall obtain from COUNTY a Receipt of Grant form to be executed by the Homeowner instead of a Mortgage and Promissory Note.

11. Following commencement of a Project, prepare requested Change Orders, as needed, for review and approval by the Contract Administrator, to authorize additional work, change the time for performance, or increase the amount of compensation to the Contractor under the Homeowner-Contractor Agreement for a Project.

12. Monitor performance of work by the Contractor for a Project pursuant to the terms of the Homeowner-Contractor Agreement.

13. Act as a liaison between the Homeowner and the Contractor for the work to be performed for a Project, provide dispute resolution for the Project as provided in the Homeowner-Contract Agreement, and document in writing the issue or dispute and the resolution. In the event SAGOMA is unable to resolve any questions, difficulties, or disputes of whatever nature arising between the Homeowner and Contractor relating to the Homeowner-Contractor Agreement, or if the Homeowner fails to execute the Contractor's Request for Payment as provided in the Homeowner-Contractor Agreement, SAGOMA shall notify COUNTY in writing of the issue or dispute that it is not able to resolve in order for COUNTY to perform dispute resolution as provided in the Homeowner-Contractor Agreement.

14. Obtain a Homeowner Satisfaction Survey, in a form provided by COUNTY, after the work for a Project is completed by the Contractor pursuant to the Homeowner-Contractor Agreement and prior to Project Completion.

15. Submit Monthly Reports to COUNTY as provided in Exhibit "E" of the Agreement.

16. Perform all other activities required under the terms of the Agreement.

COUNTY'S RESPONSIBILITIES.

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

1. Perform community outreach regarding the Program and refer individuals to SAGOMA.

2. Perform income certification of an applicant after SAGOMA processes the application for assistance under the Program and performs the feasibility inspection of the home.
3. Review a Work Authorization prepared and executed by SAGOMA, the draft of the Homeowner-Contractor Agreement prepared by SAGOMA, and any other related documents submitted by SAGOMA to the Contract Administrator for a Project, and respond in writing within three (3) business days as to whether the Work Authorization and the draft of the Homeowner-Contractor Agreement are approved or denied. If the Contract Administrator approves the Work Authorization and the draft of the Homeowner-Contractor Agreement, SAGOMA shall be provided a fully executed Work Authorization. If the Contract Administrator denies the Work Authorization or the draft of the Homeowner-Contractor Agreement, the Contract Administrator will advise SAGOMA of the reason for the denial in order for SAGOMA to revise or correct the information and provide a revised Work Authorization or draft Homeowner-Contractor Agreement for review and approval.
4. Following the Contract Administrator's approval of a Work Authorization and the draft of the Homeowner-Contractor Agreement, COUNTY shall prepare the Mortgage and Promissory Note or Receipt of Grant Form, as applicable, in accordance with the funding amount included in the Work Authorization, and provide the documents to SAGOMA for execution by the Homeowner and the Contractor at the preconstruction meeting.
5. Perform interim and final inspections of the work performed by the Contractor for a Project.
6. Make available and provide to SAGOMA any information COUNTY receives that it deems, in its sole judgment to be pertinent to a Project including, but not limited to, changes to the Program Guidelines, or any other information relative to the Program that impacts or may impact a Project.
7. Provide prompt written notice to SAGOMA whenever COUNTY observes or otherwise becomes aware of any issue that affects a Project including, but not limited to, the scope of work, time for performance, or alleged defect in the Contractor's work.
8. Review and approve Requests for Payment submitted by SAGOMA under the Agreement upon Project Completion in accordance with the terms of the Agreement.
9. Comply with the applicable reporting requirements for each funding source for the Program.

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

EXHIBIT "B"

PROJECT SCHEDULE

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

| Milestone | DATE |
|--|-------------|
| Commence processing applications for individuals referred by COUNTY | 12/8/2015 |
| Work specifications, Request for Quotations, and award of the Projects completed, and minor home repair and water and sewer connections activities commenced | 3/1/2016 |
| A minimum of three (3) Projects completed | 6/1/2016 |
| 50% expenditure of the Program Budget | 8/1/2016 |
| 100% expenditure of the Program Budget | 12/1/2016 |
| Minimum of ten (10) exterior paint Projects completed | 12/1/2016 |
| Minimum of twelve (12) water and sewer connections Projects completed | 12/1/2016 |
| Minimum of twenty (20) minor home repair Projects completed | 12/1/2016 |

EXHIBIT "C"
PROGRAM BUDGET

| Activity | Costs |
|--|--------------------|
| Minor Home Repair construction costs | \$849,000 |
| Minor Home Repair Exterior Paint Set-aside (unincorporated Broward County) | \$40,000 |
| Minor Home Repair construction costs (Weston set-aside) | \$92,000 |
| Water and Sewer Connections grants | \$60,000 |
| Inspections (includes camera for sewer connections) | \$28,000 |
| Work write-ups, written specifications, title searches, and other soft costs | \$34,000 |
| Mold testing, lead-based paint testing, and clearance (if necessary) | \$36,000 |
| Service Delivery Fees (not to exceed 12% of Project eligible costs) | \$150,000 |
| TOTAL BUDGET | \$1,301,000 |

EXHIBIT "D"
WORK AUTHORIZATION

WORK AUTHORIZATION NO. _____

Property Address:

Contractor: Sagoma Construction Services, Inc.

Program:

Municipality: _____

This Work Authorization is between Broward County and Sagoma Construction Services, Inc. ("Contractor"), as required pursuant to the Agreement between Broward County ("County") and Contractor dated _____, 2015, incorporated herein by reference, providing for Contractor to administer, in part, County's Minor Home Repair and Water and Sewer Connections Programs. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the Agreement with County.

This Work Authorization provides for Contractor to perform the following activity (check one): ____ repair and renovation, ____ exterior paint, or ____ water and sewer connections consistent with the terms of the Agreement, and as specifically described in the Work Detail, attached hereto and incorporated herein as Attachment 1. A copy of the fully executed Homeowner-Contractor Agreement is incorporated herein by reference. The time period for performance of the work under this Work Authorization is 120 calendar days after receipt of all necessary permits for the work from the applicable permitting agencies.

| | | | | |
|--|---|----------------------|---|--|
| Total cost of work under Homeowner-Contractor Agreement, including permit fees | Other soft costs including, but not limited to: title search, work write-up, inspections, and testing | Service Delivery Fee | Total Amount to be Expended (total Project costs) | Division Name: Housing Finance and Community Redevelopment Division |
| \$ _____ | \$ _____ | \$ _____ | \$ _____ | |

County

BROWARD COUNTY, through its Contract Administrator:

By:

Signature

Date

Title:

Contractor

By:

Date

Witness: _____ Date

President

Date

Witness: _____ Date

Print Name: _____

NOTES: [Add additional page(s) as needed]

EXHIBIT "D"
WORK AUTHORIZATION
(continued)

HOMEOWNER NAME(S): _____

ADDRESS: _____

HOMEOWNER-CONTRACTOR AGREEMENT: \$ _____

INSPECTIONS \$ _____

WORK WRITE-UP AND WRITTEN SPECIFICATIONS \$ _____

TITLE SEARCH \$ _____

LEAD-BASED PAINT TESTING (IF NECESSARY) \$ _____

LEAD PAINT CLEARANCE INSPECTIONS (IF NECESSARY) \$ _____

MOLD TESTING (IF NECESSARY) \$ _____

MOLD CLEARANCE (IF NECESSARY) \$ _____

SEWER CAMERA INSPECTION (IF NECESSARY) \$ _____

SERVICE DELIVERY FEE \$ _____

TOTAL PROJECT COSTS \$ _____

EXHIBIT "E"
MONTHLY PROGRESS REPORT

Period Covered: _____ to _____

Agency _____ Date of Report _____

Person Preparing the Report: _____

Title: _____

Signature: _____

Program Title and Number: Minor Home Repair and Water and Sewer Connections
Program; Number: _____

Program Start-up Date: _____ Program Completion Date: _____

| B.1 | <u>Program Budget</u> | <u>Funds Expended To Date</u> | <u>Percentage</u> |
|--|-----------------------|---------------------------------------|-------------------|
| <u>Home Repair</u> | \$ _____ | \$ _____ | % |
| <u>Exterior Paint</u> | \$ _____ | \$ _____ | % |
| <u>Water and Sewer Connections</u> | \$ _____ | \$ _____ | % |
| <u>Other</u> | \$ _____ | \$ _____ | % |

B.2 Declaration of Agency Budget Changes

B.3 Number of Part-time/Full-time Employees

EXHIBIT "E"
MONTHLY PROGRESS REPORT
(continued)

C.1. Describe successes or problems encountered with the Program.

C.2. Identify any technical assistance needed or requested from the Housing Finance and Community Redevelopment Division staff.

D 1. Accomplishments this month.

Projects completed this month and Requests for Payment submitted:

Projects under contract this month:

Project applications pending (with anticipated dates):

EXHIBIT "F"
REQUEST FOR PAYMENT FORM
Broward County
Housing Finance and Community Redevelopment Division

Vendor _____

| | | | | |
|--------------------|------------|------------------|----------------|---------------|
| <u>Client Name</u> | <u>WA#</u> | <u>Invoice #</u> | <u>Program</u> | <u>Amount</u> |
|--------------------|------------|------------------|----------------|---------------|

Final Accounting for Project:

Address _____

Initial Construction Amount _____

Amended Construction Amount _____

Service Delivery Fee _____

Total Project Costs _____

Attachments:

- () Final Inspection Report
- () Building Permit Cards (signed off)
- () Homeowner Satisfaction Survey Form
- () Detailed Invoice from Contractor
- () Proof of Payment (Cancelled check)

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

Signature and title of Authorized Official

Date

Approved:

Signature and title of County Designee

Date

EXHIBIT "G"
PROGRAM GUIDELINES

WATER AND SEWER CONNECTIONS PROGRAM

Funding Available \$60,000

Income Category to be Served

Very-Low to Low Income (Below 80% AMI)

Eligibility

Property must be owner-occupied - (Verified)

Proof of paid property taxes

Household income verified

Owner to provide Notice of Availability of Sanitary Sewer Services [Document entitled "NAGNIP BPS"]

Geographic Area Served

Unincorporated Broward County

Repairs

Deactivate septic tank system

Install new sewer line from house to lateral line

Clean out all existing drain lines, as needed

Install plumbing to house, as necessary

Award

Not to exceed \$4,500 per household (exceptions may be approved by the Division)

Contractor Selection Criteria

Selection will be pursuant to a competitive bid process

Must meet licensing requirements and be registered with Broward County

Homeowner-Contractor Agreement will be executed

Grant

Funding in the form of a grant. There will be no repayment required from the Homeowner.

EXHIBIT "G"
PROGRAM GUIDELINES
(continued)

MINOR HOME REPAIR PROGRAM

Funding Available: \$ 808,000.00

Income Category to be Served

Very-Low to Low income (Below 80%AMI)

Eligibility

Property must be owner-occupied - (Verified)
No unpermitted additions allowed
Proof of Homeowner's insurance
Proof of paid property taxes
Household income verified

Geographic Area Served

Unincorporated Broward County and eligible small cities (populations under 50,000)

Repairs

Roof repairs, including replacement of sheathing and strengthening of roof deck
Window and door replacement
Insulation
Hurricane storm shutters

Award

Not to exceed \$40,000 per household

Contractor Selection Criteria

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

Loan Terms

Ten (10) year zero percent (0%) interest, deferred payment loan
Payment due upon sale or transfer of the property within ten (10) year loan period
Loan forgiven (Mortgage satisfied) after the ten (10) year loan period in compliance with the loan documents
In the event of the death of the Homeowner during the ten (10) year loan period, the loan will not become due if the property transfers to an income-eligible heir.

EXHIBIT "G"
PROGRAM GUIDELINES
(continued)

MINOR HOME REPAIR PROGRAM - EXTERIOR PAINT

Funding Available: \$40,000

Income Category to be Served

Very Low to Low (Below 80%AMI)

Eligibility

Property must be owner-occupied - (Verified)

Proof of paid property taxes

Household income verified

Geographic Area Served

Unincorporated Broward County

Repairs

Preparation of all exterior surfaces

Caulk, seal surfaces as necessary

Prime and paint all exterior surfaces, including window and door trim, exterior doors, soffits, fascia, and walls

Award

Not to exceed \$4,000 per household (exceptions may be approved by the Division)

Contractor Selection Criteria

Selection is pursuant to a competitive bid process

Must meet licensing requirements and be registered with Broward County

Homeowner-Contractor Agreement will be executed

Grant

Funding in the form of a grant. There will be no repayment required from the Homeowner.

EXHIBIT "H"
CHANGE ORDER FORM

TO: _____
Insert Name of CONTRACTOR Insert Name of OWNER

SUBJECT: Change Order

Insert Name of OWNER

SUBMITTAL DATE: _____

PROJECT TITLE: _____

PROJECT NUMBER: _____

PROJECT ADDRESS: _____

CONTRACT DATE: _____

SCOPE OF WORK AND MATERIAL ADDITION OR DEDUCTION): Cost: \$ _____

- (1)
- (2)
- (3)

The compensation in Article 5 of the Homeowner-Contractor Agreement is revised as follows to include the amount under this Change Order: \$ _____.

OTHER CONDITIONS

- (1)
- (2)
- (3)

AGREED:

CONTRACTOR

OWNER(S)

Signature (Date)

Signature (Date)

Signature (Date)

Approved by Sagoma Construction Services, Inc.:

Signature (Date)

**Exhibit I
Insurance Requirement**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

| TYPE OF INSURANCE | MINIMUM LIABILITY LIMITS | | |
|--|---|------------------------------|--|
| | | Each Occurrence | Aggregate |
| COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises—Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other: | Bodily Injury Property Damage Combined single limit Bodily Injury & Property Damage Personal Injury | \$ 1 mil \$ 1 mil | |
| BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto | Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined single limit Bodily Injury & Property Damage | \$ 1 mil | |
| EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i> | Follow form basis or Add'l insd endorse- ment is required | | |
| <input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY | Chapter 440 FS (each accident) | STATUTORY \$ 1 mil | U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water |
| <input type="checkbox"/> POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS | (each accident) Extended coverage period | | |
| <input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County. | Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE | | Completed Value form |
| <input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County. | Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE | \$10 k | Completed Value form |
| <small>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES</small> BROWARD COUNTY IS ENDORSED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY AND THE AUTOMOBILE LIABILITY POLICY | | | |

CERTIFICATE HOLDER:

Broward County
 Patricia Stephenson
HOUSING FINANCE AND COMMUNITY DEVELOPMENT DIVISION
 110 NE 3rd St, Suite 300 Fort Lauderdale, Florida 33301

Revised 2015