

**COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) AGREEMENT  
BETWEEN  
THE CITY OF POMPANO BEACH  
AND  
BROWARD COUNTY HABITAT COMMUNITY HOUSING DEVELOPMENT  
CORPORATION**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF POMPANO BEACH, (the "CITY"), a Florida municipal corporation with offices located at 100 West Atlantic Blvd, Pompano Beach, Florida 33060 and BROWARD COUNTY HABITAT COMMUNITY HOUSING DEVELOPMENT CORPORATION ("Habitat for Humanity"), a Florida nonprofit corporation with offices located at 505 West Broward Blvd., Fort Lauderdale, Florida 33312, collectively referred to as "the Parties."

**FUNDING SOURCE:** HOME Investment Partnerships Program  
**AMOUNT:** \$200,000.00  
**TERM OF THE AGREEMENT:** Upon Execution through September 30, 2024  
**IDIS NUMBER (to be completed by the City):** \_\_\_\_\_  
**DUNS NUMBER:** 780210472  
**CFDA:** 14.239

**WITNESSETH:**

WHEREAS, the CITY, as a recipient of HOME Investment Partnerships Program ("HOME Program") funding from the U.S. Department of Housing and Urban Development (HUD), is required to set aside at least fifteen percent (15%) of its HOME Program funding for specific activities to be undertaken by a special type of nonprofit called a Community Housing Development Organization (CHDO) as defined in the 2013 HOME Final Rule; and

WHEREAS, Habitat for Humanity represents that it is fully qualified as a CHDO as required by 24 CFR Part 92, and has paid staff with development experience, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified in this Agreement, and is willing perform such services for the CITY; and

WHEREAS, Habitat for Humanity has submitted a proposal for use of the HOME Program funding for a CHDO-eligible project under HOME regulations; and

WHEREAS, the CITY, in accordance with its Annual Action Plan, and Habitat for Humanity desire to carry out the activities specified in Exhibit A of this Agreement and related to

the development of certain affordable housing in the City of Pompano Beach (“the PROJECT”); and

WHEREAS, the CITY desires to engage Habitat for Humanity to implement such undertakings of the HOME Program and has agreed to make available HOME Program funds to Habitat for Humanity for project development and CHDO operating costs related to the development of the PROJECT; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement and its Exhibits, and subject to the terms and conditions stated, the parties understand and agree as follows:

## SECTION I – DEFINITIONS AND PURPOSE

### A. Definitions

1. **AGENCY** – is defined as the Office of Housing and Urban Improvement, the HOME Program administering agency of the City of Pompano Beach. For the purpose of this Agreement and administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution, fiscal and programmatic control of this Agreement. The term “Approval by the CITY” or like term used in this Agreement shall in no way relieve Habitat for Humanity from any duties or responsibilities under the terms of this Agreement, or obligation of State or local law or regulation.

2. **AGENCY APPROVAL** – means the written approval of the **DIRECTOR** or their designee.

3. **DIRECTOR** – is defined as the Director of the CITY’s Office of Housing and Urban Improvement.

4. **HOME PROGRAM** – is defined as the HOME Investment Partnership Program as described in 24 CFR Part 92.

5. **PROJECT** – is defined as the building (s) and structures that are in part or in whole being financed by the proceeds of HOME Program funds being awarded under this CHDO Agreement.

6. **U.S. HUD** - means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD’s behalf.

7. **WORK** – is defined as all the professional, technical and construction services to be rendered or provided by Habitat for Humanity in the role of a CHDO.

**B. Purpose.** The purpose of this Agreement is to state the covenants and conditions under which Habitat for Humanity will implement the Scope of Services set forth in Exhibit “A” of this Agreement.

## SECTION II – MAXIMUM FUNDING; METHOD AND CONDITIONS OF PAYMENT

**A. Maximum Funding.** The CITY agrees to pay Habitat for Humanity for performance of the Scope of Work described in Exhibit A the total authorized sum of **Two Hundred Thousand Dollars (\$200,000)**, payable in accordance with the Budget outlined in Exhibit “B,” attached and incorporated in this Agreement.

**B. Method and Conditions of Payment.** Habitat for Humanity will submit to CITY, not more than on a monthly basis, a payment request covering the work performed with supporting documentation including, but not limited to, receipts, invoices, certificates of occupancy, and lien releases covering all supplies, labor, and subcontractors used in completing the PROJECT. Following the AGENCY’s review and its receipt of all required documents, where the request is complete, satisfactory and acceptable, the AGENCY will authorize payment. If a payment request is rejected, the AGENCY will notify Habitat for Humanity and specify the deficiency and the action necessary to make the payment request or invoice proper. Habitat for Humanity shall have ten (10) days to correct such deficiencies. If the deficiency remains and is further disputed by Habitat for Humanity, the matter may be resolved consistent with Section 218.76, Florida Statutes. Notwithstanding, payments made pursuant to this Agreement shall be made consistent with Chapter 218, Florida Statutes. Upon completion and acceptance of the Work, the CITY shall issue a Notice of Completion attached to the final payment request that evidences acceptance of the Work. A Notice of Completion will not be provided until or unless the following tasks occur:

1. All required inspections have been completed and passed by the Building Department.
2. A Final Inspection or certificate of occupancy has been issued by the Building Department.
3. A Final Inspection has been completed by the Housing Inspector.
4. A Final Release of Lien has been signed by the Habitat for Humanity.
5. All warranty information has been provided to AGENCY.
6. The construction site is clean.
7. All Final Releases of Lien have been received from all subcontractors, suppliers, as well as all other persons acting for, through or in connection with the work performed.

## SECTION III - THE PROJECT

Habitat for Humanity of Broward (Habitat Broward), a 501(c)(3) nonprofit housing provider will leverage private and public resources to construct 12 new single-family homes along NW 27th Avenue that are affordable to low-income (LI) working families who reside in Broward County, FL. The Habitat model combines home construction with 0%-interest rate mortgage financing, closing cost assistance and education to put qualifying families on the path to economic security and a higher quality of life as first-time homeowners. The \$200,000 awarded by the CITY, consistent with its Annual Action Plan, will be evenly divided in the amount of Fifty Thousand Dollars (\$50,000.00) and used for the construction of four (4) of the above described twelve homes.

Habitat for Humanity agrees to build energy-efficient 4-bedroom, 2-bathroom homes of approximately 1,300 sq. ft.

The homes to be constructed as part of the PROJECT will be built along Northwest 27<sup>th</sup> Avenue between NW 1<sup>st</sup> Street and NW 6<sup>th</sup> Street, specifically, on the following lots:

1. 2662 NW 6<sup>th</sup> Street, Pompano Beach, FL 33069
2. 2656 NW 6<sup>th</sup> Street, Pompano Beach, FL 33069
3. 450 NW 27<sup>th</sup> Avenue, Pompano Beach, FL 33069
4. 2701 NW 4<sup>th</sup> Court, Pompano Beach, FL 33069

Habitat for Humanity will prequalify Project Beneficiaries (families whose income does not exceed 80% of the area median income) who are prepared to build better lives and become financially secure as first-time homeowners. Project Beneficiaries must invest a minimum of 300 hours of sweat equity building their homes and completing one year of homeownership education. Habitat will provide 0%-interest mortgages and pay most of the closing costs to make homeownership affordable. Closings will occur within 30 days of issuance of certificate of occupancy. Habitat for Humanity shall provide written verification of compliance with this commitment to the AGENCY upon request.

#### **SECTION IV – PROJECT REQUIREMENTS**

A. The Project shall be constructed in accordance with the Florida Building Code, ordinances and all other applicable City, State and Federal laws, rules, regulations and requirements. The quality of the workmanship shall be equal to or greater than the quality of other projects built by Habitat for Humanity.

B. Following execution of the Agreement, Habitat for Humanity shall prepare or have prepared applications for all necessary governmental approvals and diligently process such applications through the appropriate governmental approval process.

C. Following issuance of all Governmental Approvals and all development permits required for construction of the Project, including building permits, Habitat for Humanity shall proceed with and complete construction of the Project. The buildings and improvements to be constructed by Habitat for Humanity on the above described lots shall be of a unified architectural design as shown on the previously submitted Conceptual Plan.

D. During construction of the Project, Habitat for Humanity covenants and agrees that it shall safely maintain the site of construction activities and protect against damage to persons and property by reason of construction activities and will provide adequate security during non-construction periods. In the case of damage or loss to the Project, Habitat for Humanity shall, as soon as possible after the occurrence of such loss or damage, repair or rebuild the affected portion of the Project to the condition it was in prior to such loss or damage. Such repairs shall be begun within thirty (30) calendar days after such occurrence or if rebuilding is required, such rebuilding shall be begun within sixty (60) calendar days after such occurrence and in either case shall be completed in a reasonable time, Permitted Delays excepted, provided insurance funds are

available, but in no event shall commencement of repairs or rebuilding be delayed ninety (90) calendar days from the date of occurrence. Habitat for Humanity shall pay for all such repairing and rebuilding so that the Project shall be free and clear of any construction liens arising out of such repair, rebuilding or reconstruction of the Project.

E. Habitat for Humanity shall complete the Project, subject to extension for Permitted Delays, not later than six (6) months from the effective date of this Agreement (the "Completion Date"). By completion, it is understood and agreed that the same shall mean that it is ready for the issuance of a temporary or final Certificate of Occupancy. The failure of Habitat for Humanity to complete construction of the Project by the Completion Date, subject to extension for Permitted Delays, shall constitute a material Event of Default in accordance with the provisions of this Agreement.

F. Habitat for Humanity's performance of these obligations are substantial and material provisions to this Agreement and Habitat for Humanity acknowledges that the CITY has materially relied upon such representation from Habitat for Humanity as a component to the HOME funding award. If Habitat for Humanity fails to perform consistent and in compliance with this Agreement, such failure shall be an Event of Default.

G. *Affordability Requirements.* The Parties understand and agree that the Project is designed to increase the number of affordable housing units in the CITY. In order to ensure affordability, housing units provided for in this Agreement must meet the affordability requirements as provided in 24 CFR 92.252. Accordingly, the period of time that the units must remain affordable must not be less than five (5) years if the HOME assistance per-unit is under \$15,000; not less than ten (10) years if the per-unit HOME assistance is between \$15,000 and \$40,000; and not less than fifteen (15) years if the per-unit HOME assistance is over \$40,000. All new construction or acquisition of new housing has a minimum affordability period of 20 years. The affordability period is calculated from the date of initial occupancy. The affordability requirements apply without regard to the term of any loan or mortgage or the transfer of ownership. They shall be imposed by deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure. The Parties further agree that the CITY may use purchase options, right of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property.

H. Habitat for Humanity shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME Program.

I. *Environmental Review.* No HOME project funds will be advanced, and no costs can be incurred, until the CITY has conducted an environmental review of the proposed project site as

required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

J. Notwithstanding any provision of this Agreement, the Parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

K. Further, Habitat for Humanity will not undertake or commit any funds to physical or choice-limiting actions, including new construction prior to the environmental clearance and must indicate that the violation of this provision may result in the denial of any funds under the agreement. Habitat for Humanity also agrees to assemble information as required by the CITY to complete the environmental assessment and statutory checklist completed, as applicable.

L. *Mortgage/Security Instrument.* The HOME funds advanced to the PROJECT will be secured by a mortgage, note and restrictive covenant as required by 24 CFR 92 during the construction period. The CITY agrees that the HOME mortgage shall be subordinate to any private sector construction or permanent loan. Habitat for Humanity assures that any mortgages, note and restrictive covenant recorded against the Project lands shall comply with 24 CFR 92.254 and that the AGENCY will monitor each unit for principal residency (under §92.254(a)(3)) and resale/recapture (under §92.254 (a)(4) – (5)).

M. *Property Eligibility.* Habitat for Humanity agrees that the HOME assisted units will comply with 24 CFR 92.254, including documentation that the property is eligible under §92.254(a)(1) – (2), and will maintain compliance during the minimum compliance period.

N. *Non-Discrimination/Affirmative Marketing:* In the selection of occupants for PROJECT units, Habitat for Humanity shall comply with all non-discrimination requirements of 24 CFR 92.350. If the project consists of 5 or more units, Habitat for Humanity will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to the approval of the AGENCY.

O. *Match.* Habitat for Humanity will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME Program.

P. *Subcontracts.* Any work or services subcontracted under this Agreement shall be specifically accomplished by written contract, written agreement, or purchase order and shall be subject to each provision of this Agreement. Proper documentation in accordance with CITY, State, and Federal guidelines and regulations must be submitted by Habitat for Humanity to the AGENCY and approved by the AGENCY prior to execution of any subcontract. In addition, all subcontracts shall be subject to Federal, State and CITY laws and regulations.

Q. None of the work or services covered by this Agreement including, but not limited to, consultant work or services shall be subcontracted or reimbursed without the prior written approval of the DIRECTOR or their designee.

## **SECTION V – CHDO PROVISIONS**

A. *CHDO Certification.* Habitat for Humanity represents that it is a certified CHDO and will maintain such status for the term of the Agreement in accordance with 24 CFR 92. Habitat for Humanity agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.

B. *CHDO Operating Expenses and Project Proceeds.* Any funds advanced to Habitat for Humanity as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208. Any funds that Habitat for Humanity is permitted to retain as CHDO proceeds from this Project shall be used in compliance with 24 CFR 92.300(a) (2).

## **SECTION VI– PROCUREMENT STANDARDS**

Habitat for Humanity shall establish procurement procedures to ensure that material and services are obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, Habitat for Humanity shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40-48. All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the CITY's Purchasing Guidelines, and the OMB Super Circular, which are incorporated in this Agreement by reference.

## **SECTION VII – CONFLICT OF INTEREST PROVISIONS**

Habitat for Humanity covenants that no person who presently exercises any functions or responsibilities in connection with the PROJECT has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by Habitat for Humanity. Any possible conflict of interest on the part of Habitat for Humanity or its employees shall be disclosed in writing to the AGENCY provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of lower- income residents of the PROJECT area.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by Habitat for Humanity in writing to the CITY. Habitat for Humanity must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. CITY may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356 and 84.42, as they apply.

**SECTION VIII– EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, Habitat for Humanity agrees as follows:

Habitat for Humanity agrees that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, sex or sexual orientation be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Habitat for Humanity also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin(s). Habitat for Humanity will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation or national origin(s). Habitat for Humanity agrees to comply with all requirements of Section 202 of Executive Order No. 11246 of September 24, 1965 or by rule, regulations, or orders of the Secretary of Labor or as otherwise provided by law. These requirements include, but are not limited to terms of employment, notices, advertisements, consideration for employment, access to records and accounts, sanctions, and agreements with subcontractors. Upon receipt of evidence of such discrimination, the CITY shall have the right to terminate this Agreement.

**SECTION IX – LABOR, TRAINING & BUSINESS OPPORTUNITY**

Habitat for Humanity agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

It is agreed that the WORK to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, as well as any and all applicable amendments. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project are awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

**SECTION X– COMPLIANCE WITH FEDERAL, STATE & LOCAL LAWS**

A. Habitat for Humanity covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM.

B. Habitat for Humanity agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of



the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

C. Habitat for Humanity further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. Habitat for Humanity also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

D. The CITY shall have the right under this Agreement to suspend or terminate payments until Habitat for Humanity complies with any additional conditions that may be imposed by the CITY or U.S. HUD at any time.

#### **SECTION XI – SUSPENSION & TERMINATION**

A. In accordance with 24 CFR 85.43, suspension or termination may occur if Habitat for Humanity materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

B. If, through any cause, Habitat for Humanity shall fail to fulfill in timely and proper manner its obligations under this contract, or if Habitat for Humanity shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to Habitat for Humanity of such termination and specifying the effective date thereof, at least five (5) days before the date of such termination. In such event, Habitat for Humanity shall be entitled to receive just and equitable compensation for any work satisfactorily completed to the date of said termination. Notwithstanding the above, Habitat for Humanity shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by Habitat for Humanity and the CITY may withhold any payments to Habitat for Humanity for the purpose of setoff until such time as the exact amount of damages due to the CITY from Habitat for Humanity is determined whether by court of competent jurisdiction or otherwise.

#### **SECTION XII– TERMINATION FOR CONVENIENCE OF THE CITY**

The CITY may terminate for its convenience this contract at any time by giving written notice to Habitat for Humanity at least thirty (30) calendar days prior to the termination date. If the Agreement is terminated by the CITY, the CITY will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and Habitat for Humanity will be paid as a fee an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of Habitat for Humanity covered by this Agreement, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction.

### **SECTION XIII – DEFAULT-LOSS OF GRANT FUNDS**

A. If Habitat for Humanity fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement, and more particularly if Habitat for Humanity refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in this agreement, Habitat for Humanity shall be in default and notice in writing shall be given to Habitat for Humanity of such default by the AGENCY or an agent of the AGENCY. If Habitat for Humanity fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

B. In the event of such termination, all grant funds awarded to Habitat for Humanity pursuant to this Agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, Habitat for Humanity will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for this Project.

C. Such termination shall not effect or terminate any of the rights of the CITY as against Habitat for Humanity then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling Habitat for Humanity to complete the Project in accordance with the terms of this agreement, in a court of equity.

D. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

### **SECTION XIV – REPORTING AND RECORDKEEPING RESPONSIBILITIES**

A. Habitat for Humanity agrees to submit monthly reports to the AGENCY by the 15<sup>th</sup> day of the month following the end of the month and starting the next month following the date of execution of this Agreement. The reports shall include detailed information on the status of the PROJECT as detailed in Exhibit B of this Agreement.

B. The AGENCY will send Habitat for Humanity one reminder notice if the monthly report has not been received fifteen (15) days after the due date. If Habitat for Humanity has not submitted a report fifteen (15) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, Habitat for Humanity agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project.

C. Habitat for Humanity agrees to maintain records of all documents as to its CHDO eligibility, income documentation of all assisted households, property standards compliance documents, copies of financial records, price/value determination information and resale/recapture documents.

## SECTION XV – INSPECTION, MONITORING AND ACCESS TO RECORDS

A. The CITY reserves the right to inspect, monitor, and observe work and services performed by Habitat for Humanity at any and all reasonable times. The CITY reserves the right to audit the record of Habitat for Humanity any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement.

Habitat for Humanity will provide the AGENCY with a certified audit of Habitat for Humanity's records representing the Fiscal year during which the PROJECT becomes complete whenever the awarded amount is at or exceeds \$750,000, pursuant to the requirements of the OMB Super Circular, where applicable.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Habitat for Humanity or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

B. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Habitat for Humanity shall comply with Florida's Public Records Law, as amended. Specifically, the Habitat for Humanity shall:

1. Keep and maintain public records required by the CITY in order to perform the service.

2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. 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 the contract if Habitat for Humanity does not transfer the records to the CITY.

4. Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of Habitat for Humanity, or keep and maintain public records required by the CITY to perform the service. If Habitat for Humanity transfers all public records to the CITY upon completion of the contract, Habitat for Humanity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Habitat for Humanity keeps and maintains public records upon completion of the contract, the Habitat for Humanity 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 information technology systems of the CITY.

C. Failure of Habitat for Humanity to provide the above described public records to the CITY within a reasonable time may subject Habitat for Humanity to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE HABITAT FOR HUMANITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HABITAT FOR HUMANITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

## **SECTION XVI – GENERAL CONDITIONS**

A. *Data Becomes CITY Property:* All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by Habitat for Humanity for the purpose of this Agreement shall become the property of the CITY without restriction, reservation, or limitation of their use and shall be made available by Habitat for Humanity at any time upon request by the CITY. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to the CITY if requested. In any event, Habitat for Humanity shall keep all documents and records for five (5) years after expiration of this Agreement.

B. *Indemnification:* Habitat for Humanity agrees to protect, defend, reimburse, indemnify and hold the CITY, its officials, employees and authorized agents harmless from and against all claims, liability, expense, loss, costs, damages or causes of action of every kind or character, including attorney's fees and costs, and any orders, judgments or decrees which may be ordered, whether at trial or appellate levels or otherwise, arising out of performance of the terms of this Agreement or due to the negligence, acts or omissions of Habitat for Humanity, its employees, contractors and agents and any person acting for or on its behalf. Habitat for Humanity's above indemnity and hold harmless obligation, or any portion or applications, shall apply to the fullest extent permitted by law. Habitat for Humanity will hold the CITY harmless and will indemnify the CITY for funds which the CITY is obligated to refund the Federal Government arising out of the conduct of activities and administration of Habitat for Humanity. One percent (1%) of the compensation paid to Habitat for Humanity pursuant to this Agreement shall constitute consideration for such indemnification.

C. *Insurance.* At all times during the Agreement's Term, Habitat for Humanity shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, Habitat for Humanity shall furnish to the CITY original certificates of insurance indicating that Habitat for Humanity complies with the provisions of this Article.

1. Habitat for Humanity shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth in this Agreement. Habitat for Humanity shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, Habitat for Humanity shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

#### **Workers' Compensation/Employer's Liability Insurance**

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. Please refer to **Exhibit C** for minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy).

Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. Habitat for Humanity further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If applicable, Habitat for Humanity may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase Worker's Compensation insurance to cover those employees, and has posted notice(s) declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

#### **General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owners, Lessees, or Contractors). Please refer to **Exhibit C** for minimum limits (inclusive of amounts provided by an umbrella or excess policy).

#### **Automobile Liability Insurance**

If the services and activities as prescribed in the scope of work for this Agreement are of the kind that CITY determines could give rise to a claim for automobile liability, Habitat for Humanity shall procure Automobile Liability Insurance. Such insurance shall be no

more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Please refer to **Exhibit C** for minimum limits (inclusive of any amounts provided by an umbrella or excess policy).

### **Hazard Insurance**

Habitat for Humanity shall keep the improvements now existing or hereafter erected as part of the PROJECT insured against loss by fire, hazards included within the term “extended coverage”, flood (if the PROJECT is located where such insurance can be purchased), and such other hazards as the CITY may require for replacement cost or in such other amounts and for such periods as the CITY may require.

### **Professional Liability Insurance**

If the services and activities as prescribed in the scope of work for this Agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, Habitat for Humanity shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY and shall cover Habitat for Humanity for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. Please refer to **Exhibit C** for minimum limits (inclusive of any amounts provided by an umbrella or excess policy).

2. The insurance provided by Habitat for Humanity shall apply on a primary basis. Except as otherwise specified, no deductible or self-insured retention is permitted. Neither approval nor failure to disapprove insurance furnished by Habitat for Humanity shall relieve Habitat for Humanity from responsibility to provide insurance as required by this Agreement. Habitat for Humanity shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

3. Habitat for Humanity’s failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another CHDO or CHDOs, without CITY incurring any liability to Habitat for Humanity.

4. **Right to Review and Adjust.** Habitat for Humanity shall agree the CITY, by and through its Risk Management Department, in cooperation with the Department of Community Planning and Development, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverage’s, or endorsements, herein from time to time throughout the life of this Agreement. The CITY reserves the right, but not the obligation, to

review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

D. Maintenance of Effort: The intent and purpose of this Agreement is to increase the availability of Habitat for Humanity's services. This Agreement is not to substitute for or replace existing or planned projects or activities of Habitat for Humanity. Habitat for Humanity agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

E. Notices: All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated in this Agreement or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY: City Manager  
City of Pompano Beach  
100 West Atlantic Blvd, 4<sup>th</sup> Floor  
Pompano Beach, FL 33060

With Copy to: OHUI Director  
City of Pompano Beach  
100 West Atlantic Blvd, Suite 220  
Pompano Beach, FL 33060

CHDO: Broward County Habitat Community  
Housing Development Corporation  
505 W. Broward Blvd  
Fort Lauderdale, FL 33312

F. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

G. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall rule.

H. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the Parties in writing.

I. The parties agree that this Agreement shall be construed and enforced according to the laws of the State of Florida. Jurisdiction for any litigation involving the parties to this Agreement shall be in courts of competent jurisdiction in Broward County, Florida.

J. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pompano Beach, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

K. Habitat for Humanity shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the Labor Regulations (29 CFR Part 3), as amended.

L. Habitat for Humanity shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Labor Regulations (29 CFR, Part 5), as amended.

M. Habitat for Humanity further warrants and agrees to include or cause to be included the criteria and requirements of this Agreement in every nonexempt subcontract. Habitat for Humanity also agrees to take such action as the federal, state or local government may direct to enforce provisions.

N. The obligations undertaken by Habitat for Humanity pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part by another person or agency.

O. The Agreement shall be binding upon the parties, their heirs, executors, legal representative, successors and assigns.

P. Habitat for Humanity and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the CITY.

Q. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

R. This Agreement may not be amended, modified or terminated orally, but only in writing signed by the parties.



S. By execution of this Agreement, Habitat for Humanity does certify to CITY that the officer executing this Agreement has been duly authorized by proper resolution of the officers of Habitat for Humanity to enter into, execute and deliver this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings of this Agreement.

T. Habitat for Humanity represents and warrants that it has not employed or retained any person to solicit or secure this Agreement and that it has not paid or agreed or promised to pay any person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

U. Permitted Delays. Subject to providing written notice of such event and the party's intention to exercise the applicability of this provision, no party to this Agreement shall be deemed in default, and the time for performance of any required act shall be extended for such period, where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods earthquakes, fires, casualty, acts of God, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, government restrictions of priority, litigation, severe weather and other acts or figures beyond the control or without the control of either party; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay, and in no event shall any of the foregoing excuse any financial inability of a party.

V. Attorney's Fees and Costs. The prevailing party in any action to enforce the terms of this Agreement shall recover from the non-prevailing party all and singular the costs, charges and expenses including, but not limited to, reasonable attorney's fees, at trial, on appeal and involving bankruptcy litigation, as well as entitlement to such, costs, charges, and expenses, because of the failure on the part of the non-prevailing party to perform, comply with, and abide by, each and every of the stipulations, agreements, conditions and covenants of this Agreement, whether or not suit is brought. Such fees and costs shall bear interest at the maximum rate permitted by law.

W. Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both Parties and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against, either party.

X. Effective Date. This Agreement nor any modification, amendment or alteration, shall be effective or binding upon any of the Parties until it is approved by the City Commission and executed by the Mayor and Manager and attested by the City Clerk.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

**BROWARD COUNTY HABITAT  
COMMUNITY HOUSING DEVELOPMENT  
CORPORATION**

Witnesses:

Zayn Frost

Zayn Frost  
Printed Name

Denyse R Peterson

DENYSE RPETERSON  
Printed Name

Brian Jones

By: Brian Jones, President

Date: February 10, 2022

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

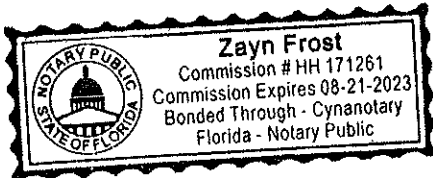
The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 14<sup>th</sup> day of February, 2022, by Brian Jones, as President of Broward County Habitat Community Housing Development Corporation, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced ID as identification

NOTARY'S SEAL:

Zayn Frost  
NOTARY PUBLIC, STATE OF FLORIDA

Zayn Frost  
(Name of Acknowledger Typed, Printed or Stamped)

HH 171261  
Commission Number



Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Rex Hardin, Mayor

\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Gregory P. Harrison, City Manager

\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

\_\_\_\_\_  
Mark E. Berman, City Attorney

JES:jrm  
2/10/22  
L:agr/com-dev/2022-369

# Exhibit A

## Scope of Work



### Scope of Work

#### Making Low Income Homeownership Affordable in Pompano Beach Collier City Revitalization – NW 27<sup>th</sup> Avenue

**Performance Objectives:** Consistent with the national and local objectives for the use of HOME funds, this project shall:

1. Increase the availability of new affordable single-family homes that target low to very low-income households in Broward.
2. Increase access by low to very low-income households in Broward to affordable mortgage financing, closing cost assistance and financial education to make the American dream of owning a home possible on their budget.
3. Promote the revitalization of Collier City through new, affordable housing, in conjunction with the City of Pompano Beach.
4. Promote the growth of the local economy through the construction and sale of the homes.

**Project Location:** The Project includes construction of houses along Northwest 27<sup>th</sup> Avenue between NW 1<sup>st</sup> Street and NW 6<sup>th</sup> Street, specifically, on the following properties:

1. 2662 NW 6<sup>th</sup> Street, Pompano Beach, FL 33069
2. 2656 NW 6<sup>th</sup> Street, Pompano Beach, FL 33069
3. 450 NW 27<sup>th</sup> Avenue, Pompano Beach, FL 33069
4. 2701 NW 4<sup>th</sup> Court, Pompano Beach, FL 33069

#### **Specific Activities:**

1. Complete the architectural designs for houses to be built as part of our Collier City Revitalization.
2. Bid the majority of the construction tasks to licensed, insured local subcontractors.
3. Complete the permitting approvals and obtain notice to proceed.
4. Break ground on the foundations in **October 2021**.
5. Provide construction oversight and site supervision throughout the build.
6. Recruit and train volunteers to assist with the construction work (wall furring, ceiling strip, interior painting and landscaping).

7. Market the project to potential homebuyers through Habitat's homeowner selection process that meets fair housing laws.
8. Prequalify 4 low to very low-income families to help build and purchase the homes.
9. Provide one year of intensive homeownership education that is focused on increasing financial literacy, responsible money management and credit use.
10. Monitor families' compliance with sweat equity requirement to ensure they invest a minimum of 300 hours building their home and the homes of other families.
11. Monitor compliance with the required homebuyer contribution of \$2,000 (due before closing).
12. Complete construction of the project to end by **June 30, 2022** (evidenced by Certificates of Occupancy).
13. Provide affordable mortgage financing (0%-interest) and closing cost assistance to make homeownership affordable. Close on the homes within 30 days of obtaining COs.
14. Dedicate the homes and complete closeout documentation required by City.

# Exhibit B

## Budget Summary/Cost Breakdown

# NW 27TH AVE BUDGET PER HOME

2/22/2022 1374 SQ. FEET

Cost Code#

## Pre-construction

140 Soil borings	\$650
160 Survey (All Construction)	\$3,000
163 Architectural Permit Sets	\$4,000
165 Copies/Prints	\$50
<b>SUB-TOTAL</b>	<b>\$7,700</b>

## Site preparation

202 Tree removal	
203 Tree Mitigation	
225 Engineering Inspections	\$1,000
233 Permit	\$7,000
230 Impact Fees	\$9,300
235 Inspection & Reinspection	\$100
251 Water & Waste Wa Meter Fee	\$2,600
280 Site Signage	\$150
290 Fill	\$3,000
299 Construction Fence & Silt	\$1,000
<b>SUB-TOTAL</b>	<b>\$23,850</b>

## SUB TOTAL PRE-CONSTRUCTION

## Foundation/Slab

310 Soil Density Tests	\$250
314 Excavating (Clearing) & Grading	\$1,752
316 Termite Treatment/Spray	\$250
320 Slab/Footer Form Boards	\$2,700
322 Slab/Footer (mono ftg), Material	\$800
323 Slab Finishing, Labor	\$4,000
324 Concrete, Material	\$5,221
326 Concrete Pump Slab, Labor	\$250
<b>SUB-TOTAL</b>	<b>\$15,223</b>

## Exterior Walls

331 Block	\$4,000
332 Sand	\$500
333 Bag goods	\$300
334 Dur-o-wall Reinforcing & C.C.	
335 Precast Lintels & Sills	\$400
336 Block Mason/Sub, Labor	\$7,135
337 Conc. pump labor for tie beam	\$500
338 Grout	
339 Tie Beam Rebar/Plywood, Material	\$750
<b>SUB-TOTAL</b>	<b>\$13,585</b>

## Roof

341 Truss Straps	\$160
342 Trusses	\$4,400



344 Roof Framing, Material	\$760
345 Roof Sheathing, Material	\$2,895
346 Dry-In Package, Material	\$612
347 Shingles & Nails, Material	\$4,533
348 Dry-In & Shingle, Labor	\$750
349 Truss Framing/Sheathing, Labor	\$1,450
350 Fall Protection	\$600
<b>SUB-TOTAL</b>	<b>\$16,160</b>

#### **Interior Framing**

351 Interior framing, Material	\$2,300
352 Interior framing, Labor	\$800
<b>SUB-TOTAL</b>	<b>\$3,100</b>

#### **Doors/Windows**

361 Ext Drs / Garage, Material	\$1,600
362 Exterior Door Hardware	\$180
363 Exterior Doors, Labor	\$800
365 Windows, Material	\$4,600
371 Door/Window Tapcons	\$100
<b>SUB-TOTAL</b>	<b>\$7,280</b>

#### **Exterior Finishes**

410 Stucco Bag Goods	\$250
411 Sand	\$250
412 Wire Lath & Vents, Mat'l. & Labor	\$350
413 Stucco House, Labor	\$6,800
414 Stucco Accents, Labor	\$1,500
420 Exterior Paint, Material	\$250
421 Exterior Trim Paint, Material	\$100
422 Paint Tools (rollers & brushes)	\$200
425 Painting Exterior, Labor	
430 Hurricane Shutters	
440 Handrails	\$800
450 Gable End Vents	
<b>SUB-TOTAL</b>	<b>\$10,500</b>

#### **Interior Finishes**

501 Wall Insulation, Material	\$250
502 Ceiling Insulation, Labor & Mat'l.	\$800
503 Wall insulation, Labor	
510 Drywall, Material	\$2,000
511 Drywall, Labor	\$6,993
519 Closet Doors, Material	\$500
520 Interior Doors, Material	\$680
521 Interior Doors, Hardware (locks)	\$150
524 Interior Doors/Trim, Labor	\$900
525 Moldings/Baseboards	\$400
526 Marble Sills	\$200
530 Cabinets/Vanities, Labor & Material	\$6,500
540 Interior Paint/Caulk, Material	\$250
545 Interior Painting, Labor	

#### **Interior Finishes, cont'd**

550 Bath tile, Material	
-------------------------	--



551 Bath tile, Labor	\$2,000
552 Floor tile, Material	\$4,000
553 Floor tile, Labor	\$4,300
560 Carpeting, Labor & Material	\$3,000
570 Closet Shelving, Material	\$300
571 Closet Shelving, Labor	\$200
572 Medicine Cabinets	\$40
573 Misc. Bath & Kitchen Hardware	\$200
575 Window Blinds	\$100
<b>SUB-TOTAL</b>	<b>\$33,763</b>

**Mechanical Systems**

609 Temporary Power Pole	
610 Electrical Ground	
611 Electrical Rough	\$4,500
612 Electrical Trim Out	\$3,750
615 Electrical Fixtures	\$300
616 Ceiling Fans	\$350
619 Plumbing, Ground Rough	\$5,400
620 Plumbing, Top Out	\$4,000
621 Plumbing, Trim Out	\$2,200
622 Plumbing Fixtures	
630 AC, Ground	\$150
631 AC, Rough (Duct Work)	\$2,500
632 AC, Trim & Start Up	\$2,600
640 Appliances	\$550
642 Range Hood/Microwave	
<b>SUB-TOTAL</b>	<b>\$26,300</b>

**Site Improvements**

721 Irrigation System	\$2,650
722 Fence	\$0
731 Final Grading	\$1,500
741 Driveway/Sidewalk Concrete	\$2,450
742 Driveway/Sidewalk, Labor	\$3,000
743 Driveway Pump	\$500
750 Trees	\$5,000
751 Shrubs & Groundcover	\$365
752 Sod	\$4,000
753 Misc. Landscape Material	\$500
754 Mailbox & Numbers	\$300
757 Hoses	
758 Landscaping Labor	
759 Sod Labor	
<b>SUB-TOTAL</b>	<b>\$20,265</b>

**INDIRECT COST**

802 Liability Insurance	\$1,000
803 Temporary Electric	\$1,200
804 Temporary Water	\$700
806 Porta John	\$1,000
807 Volunteer Support	\$1,000

808 On Site Containers & Towing	\$2,000
809 Other Fees Paid by Contractor	\$0
810 Site Supervision	\$11,479
811 Traffic Safety	\$300
820 Trash Removal	\$3,000
821 Clean Up	\$1,000
839 Tool Rental	\$250
840 Tools, Supplies	\$450
841 Theft, Breakage/Security	\$2,200
842 Tool Repairs	\$300
845 Misc expense	\$1,000

**Total Misc** \$26,879

		<b>x4 houses</b>
<b>HARD COSTS</b>	<b>\$146,176</b>	<b>\$584,702</b>
<b>SOFT COSTS</b>	<b>\$31,550</b>	<b>\$126,200</b>
<b>INDIRECT COST</b>	<b>\$26,879</b>	<b>\$107,516</b>
<b>TOTAL COST</b>	<b>\$204,605</b>	<b>\$818,418</b>
<b>HARD COST PER SQ. FOOT</b>	<b>\$106.39</b>	

# Exhibit C

## Insurance Requirements

Habitat for Humanity shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

Habitat for Humanity is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by Habitat for Humanity, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Habitat for Humanity under this Agreement.

Throughout the term of this Agreement, Habitat for Humanity and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. Habitat for Humanity further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from Habitat for Humanity's negligent acts or omissions in connection with Habitat for Humanity's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

<b>Type of Insurance</b>	<b>Limits of Liability</b>		
<b>GENERAL LIABILITY:</b>	Minimum 1,000,000 Per Occurrence and \$2,000,000 Per Aggregate		
* Policy to be written on a claims incurred basis			
XX comprehensive form	bodily injury and property damage		
XX premises - operations explosion & collapse hazard	bodily injury and property damage		
___ underground hazard			
XX products/completed operations hazard	bodily injury and property damage combined		
XX contractual insurance	bodily injury and property damage combined		
XX broad form property damage	bodily injury and property damage combined		
XX independent CONTRACTORS	personal injury		
XX personal injury			
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate		
___ liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate		
-----			
<b>AUTOMOBILE LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.		
XX comprehensive form			
XX owned			
XX hired			
XX non-owned			
-----			
<b>REAL &amp; PERSONAL PROPERTY</b>			
XX comprehensive form	Agent must show proof they have this coverage.		
-----			
<b>EXCESS LIABILITY</b>		Per Occurrence	Aggregate
___ other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000

-----  
**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

\_\_\_ \* Policy to be written on a claims made basis      \$1,000,000      \$1,000,000  
-----

(3) If Professional Liability insurance is required, Habitat for Humanity agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, Habitat for Humanity and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of Habitat for Humanity, Habitat for Humanity shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. Habitat for Humanity waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Habitat for Humanity shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Habitat for Humanity enter into such an agreement on a pre-loss basis.