

**COOPERATIVE SERVICES AGREEMENT
FOR
ENERGY AND BUSINESS SERVICES**

THIS Agreement is made and entered into this 1st day of October, 2021 by and between **CITY OF GAINESVILLE**, a Florida municipal corporation") through its utility, **GAINESVILLE REGIONAL UTILITIES ("GRU")**, with offices located at 301 SE 4th Avenue, Gainesville, Florida 32601, and through its Gainesville City Department, **GAINESVILLE COMMUNITY REINVESTMENT AREA ("GCRA")** with offices located at 2153 SE Hawthorne Road, Suite 223, Gainesville, Florida 32641, both together referred to as ("CITY") and **REBUILD TOGETHER NORTH CENTRAL FLORIDA, INC., d/b/a COMMUNITY WEATHERIZATION COALITION ("CWC") ("PROVIDER")**, a not for profit corporation, with its principal place of business at 4550 SW 41st Blvd. Suite 2, Gainesville, FL 32608 individually referred to as "Party" or collectively as "Parties," respectively.

WHEREAS, the CITY COMMISSION recognizes the importance of energy conservation through weatherization efforts; and

WHEREAS, the CITY, through GRU, has previously contracted with PROVIDER for energy audit and energy upgrades for certain residences within the GRU service territories; and

WHEREAS, the CITY, through GCRA, determined to increase the amount of weatherization that could be performed by also funding a program within the GCRA district; and

WHEREAS, the City Commission has authorized both GRU and GCRA to provide funding in support of a local community volunteer group that increases energy conservation as a result of basic home energy-saving repairs that go beyond the scope of basic energy surveys; and,

WHEREAS, PROVIDER wishes to continue to provide weatherization services pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

1. GCRA/GRU and PROVIDER shall perform their respective cooperative services, as set forth in Attachments "A," "B," "C," and "D" attached hereto and made a part hereof. As a point of clarification, GRU will provide funding for Work performed under Attachments A and B. GCRA will provide funding for Work performed under Attachments C and D. It is the responsibility of PROVIDER to invoice the proper City department for work performed. PROVIDER will reimburse CITY for improperly paid invoices
2. Services performed at CITY's request beyond those defined in Attachment "A," "B," "C," and "D" shall constitute a Change of Scope, which will be documented by a change order to be approved in writing by both parties prior to services being performed.
3. CWC will perform the services in accordance with the General Terms and Conditions in Attachment 1 and the Supplemental Conditions in Attachment 2, and in accordance with Attachments A, B, C, or D, as applicable, all of which are attached hereto and made a part hereof.

TERM OF AGREEMENT.

1. The term of this Contract ("Contract") shall commence on October 1, 2021 and terminate on

September 30, 2022, provided however for work performed for GCRA under attachment C and D this contract shall commence on January 1, 2022 and terminate on September 20, 2022.

- This Contract may be extended for three (3) one (1) year terms upon mutual agreement of the Parties and availability of funds.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.


**REBUILD TOGETHER NORTH
CENTRAL FLORIDA, INC., d/b/a
COMMUNITY WEATHERIZATION
COALITION**

BY: 
RD Bonnaghan
RTNCF Executive Director

**CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**

BY: 
Kinnzon Hutchinson
Interim Chief Customer Officer

CITY OF GAINESVILLE

BY: 
Cynthia Curry
City Manager

Approved as to form and legality:


Lisa C. Bennett
Senior Assistant City Attorney

Procurement Representative


Vanessa Ashley
Procurement Specialist III

ATTACHMENT 1 GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS.

- Agreement: A written Contract between two or more Parties. "Contract" and "Agreement" are synonymous.
- Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- Free on Board (FOB) Destination: The PROVIDER is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- Work: energy audits or energy efficiency upgrades as more specifically described in Attachments A, B, C, and D.

2.0 COMPLIANCE WITH REFERENCED SPECIFICATIONS.

All Work, materials, systems, or operations shall be performed in accordance with the attachments.

3.0 CHANGE ORDERS.

The CITY shall pay PROVIDER for the Work at the price[s] stated in this Contract. No additional payment will be made to PROVIDER except for additional Work or materials stated on a valid change order, and issued by CITY/GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if (1) made in writing, (2) signed by the authorized representative(s), and (3) accepted by PROVIDER. Such change shall include the following: change orders that constitute changes (1) the general scope of Work, (2) the schedule, (3) administrative procedures not affecting the conditions of the Contract, or (4) the Contract price.

4.0 NOTICES.

Notices to PROVIDER shall be deemed to have been properly sent when electronically or physically delivered to PROVIDER. Notices to GRU are deemed to have been properly sent when delivered to Utilities Purchasing, 301 SE 4th Avenue, Gainesville, Florida 32601 or e-mailed to purchasing@gru.com and GRU acknowledges receipt of the email. Notices to GCRA are deemed to have been properly sent when delivered to P.O. Box 490, Station 48, Gainesville, Florida 32601 or e-mailed to bakaitisch@cityofgainesville.org, and GCRA acknowledges receipt of the email.

5.0 PAYMENT.

5.1 Invoicing.

PROVIDER is responsible for invoicing GRU or the GCRA for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU or GCRA Project Representative, job start date, job completion date and other pertinent information as more specifically described in Attachments A, B, C, or D. Itemized invoice(s) to GRU must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27, Gainesville, FL 32164-7118 or faxed to 352-334-2964 or e-mailed to accountspayable@gru.com. Itemized invoice(s) to GCRA must be mailed to the City of Gainesville Community Reinvestment Area, P.O. Box 490, Station 48, Gainesville, Florida, 32601 or e-mailed to bakaitisch@cityofgainesville.org or GCRA Project Representative. A duplicate copy of all work performed and invoiced for GCRA's district area must be provided to GRU at the time it is submitted to GCRA.

5.2 Receipting Report for Services.

An itemized receipting report for services must be provided to the GRU or GCRA Project Representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

5.3 Payment Terms.

Unless otherwise agreed upon in writing, CITY payment terms are net thirty (30) days from receipt of correct invoice. For the first payment of \$9,800 due to PROVIDER under attachment A, PROVIDER shall submit an invoice within 30 days of execution of this agreement. Thereafter, PROVIDER shall submit an invoice quarterly for work performed under attachment A. PROVIDER shall not submit more than one invoice per thirty-day period for work performed in accordance with Attachment B. PROVIDER shall not submit more than one invoice per thirty-day period for work performed in accordance with Attachments C and D. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with CITY's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

5.4 Lien Release.

Before payment by CITY, PROVIDER shall furnish to CITY/GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against a property owner or the CITY for such labor and materials. If such evidence is not furnished to CITY/GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to PROVIDER under this Contract until the liability has been discharged.

5.5 Final Payment/Acceptance.

The acceptance by PROVIDER of final payment due on termination of the Contract shall constitute a full and complete release of CITY/GRU and property owner from any and all claims, demands, and causes of action whatsoever which PROVIDER, its successors, or assigns have or may have against CITY/GRU under the provisions of this Contract.

6.0 COMPLIANCE WITH LAWS AND REGULATIONS.

All City, County, State, and Federal laws, regulations, and/or ordinances shall be strictly observed. PROVIDER is responsible for taking all precautions necessary to protect life and property.

7.0 GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL.

This Contract shall be construed pursuant to the laws of Florida and may not be construed more strictly against one Party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that PROVIDER agrees to indemnify CITY/GRU as described below in Section 4.0 Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

8.0 SOVEREIGN IMMUNITY.

Nothing in this Contract shall be interpreted as a waiver of CITY's/GRU's sovereign immunity as granted pursuant to Section 768.28 Florida Statutes.

9.0 SEVERABILITY.

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be

construed and enforced as if this Contract did not contain the particular provision held to be invalid.

10.0 ASSIGNMENT.

CITY/GRU or PROVIDER shall not assign, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

11.0 AUDIT OF RECORDS.

PROVIDER shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by CITY/GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

12.0 NONEXCLUSIVE REMEDIES.

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

13.0 ADVERTISING.

PROVIDER shall not publicly disseminate any information concerning the Contract without prior written approval from CITY/GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying CITY/GRU as a reference, or otherwise linking PROVIDER's name and either a description of the Contract or the name of the CITY/GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

14.0 MODIFICATION OF TERMS.

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon CITY/GRU or PROVIDER. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by CITY/GRU. PROVIDER may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto PROVIDER's order or fiscal forms or any other documents forwarded by PROVIDER for payment. An acceptance of product or processing of documentation on forms furnished by PROVIDER for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

15.0 WAIVER.

Any delay or failure by CITY/GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of CITY/GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

16.0 DISCLOSURE AND CONFIDENTIALITY.

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes

(Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law.

Accordingly, the following provisions shall apply:

- 16.1 Identifying Trade Secret or Otherwise Confidential and Exempt Information.
For any records or portions thereof that PROVIDER claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, PROVIDER shall:
- a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. PROVIDER shall take care to redact only the confidential and exempt information within a record.
 - b. Provide an affidavit or similar type of evidence that describes and supports the basis for PROVIDER's claim that the information is confidential and exempt from public disclosure.
- 16.2 Request for Trade Secret or Otherwise Confidential and Exempt Information.
- a. In the event CITY/GRU receives a public records request for a record with information labeled by PROVIDER as Trade Secret or otherwise as confidential and exempt, CITY/GRU will provide the public record requester with the redacted copy of the record and will notify PROVIDER of the public records request.
 - b. However and notwithstanding the above, in the event that CITY/GRU in its sole discretion finds no basis for PROVIDER's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then CITY/GRU shall notify PROVIDER in writing of such conclusion and provide PROVIDER a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If PROVIDER fails to file for declaratory action within the reasonable amount of time provided, then CITY/GRU will disclose the information requested.
 - c. If a public records lawsuit is filed against CITY/GRU requesting public disclosure of the information labeled by PROVIDER as Trade Secret or otherwise as confidential and exempt, CITY/GRU shall notify PROVIDER and PROVIDER shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
 - d. PROVIDER hereby indemnifies and holds CITY/GRU, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with PROVIDER's claim that any information it provided to CITY/GRU is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.
- 16.3 "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

17.0 PUBLIC RECORDS.

If PROVIDER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, PROVIDER shall:

- 17.1 Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by the CITY to perform the service.
- a. Upon request from the CITY's custodian of public records, provide the public agency with a copy of the 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 this chapter or as otherwise provided by law.
- 17.2 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 the PROVIDER does not transfer the records to the CITY.

- 17.3 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the PROVIDER or keep and maintain public records required by the CITY to perform the service. If the PROVIDER transfers all public records to the CITY upon completion of the contract, the PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROVIDER keeps and maintains public records upon completion of the contract, the PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from GRU's of the CITY's custodian of public records, in a format that is compatible with the information technology systems of GRU or the CITY.
- 17.4 **IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF GAINESVILLE CUSTODIAN OF PUBLIC RECORDS AT (352) 3934-5015, CLERKS@CITYOFGAINESVILLE.ORG, OR 200 EAST UNIVERSITY AVE, GAINESVILLE, FL 32601**

18.0 SALES TAX.

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU and the CITY are exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at www.gru.com and www.cityofgainesville.org.

ATTACHMENT 2 SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

1.0 CONDUCT OF THE WORK.

PROVIDER shall be considered an independent PROVIDER and as such shall not be entitled to any right or benefit to which GRU or CITY employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, PROVIDER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by PROVIDER in the performance of this Contract. PROVIDER will assign only competent and skilled workers to perform the Work. All of PROVIDER's personnel or volunteers engaged in any of the Work performed pursuant to this Contract are under PROVIDER's sole direction, supervision and control at all times and in all places. PROVIDER shall take all steps necessary to ensure that its volunteers, employees, and contractors are properly trained and able and responsible to perform the Work. PROVIDER shall perform a criminal background check before allowing an employee or volunteer to enter a residence and shall be responsible for that employee's or volunteer's actions. PROVIDER's employees, volunteers, and subcontractors must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. PROVIDER and its employees cannot represent, act, or be deemed to be an agent or employee of GRU or the CITY.

2.0 PROVIDER RESPONSIBILITIES.

- 2.1 Performance.
PROVIDER shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with Attachments A, B, C or D, as applicable. In performing the Work, PROVIDER has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of this Agreement.
- 2.2 Project Related Requirements.
PROVIDER is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by PROVIDER and accessible to employees and volunteers and contractors. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

3.0 COOPERATION/ COORDINATION.

- 3.1 Access to Work Site.
CITY/GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.
- 3.2 Work by CITY/GRU.
CITY/GRU reserves the right to perform activities in the area where the Work is being performed by PROVIDER.
- 3.3 Work by Other PROVIDERs.
CITY/GRU reserves the right to permit other PROVIDERs to perform Work within the same work area. PROVIDER shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, Work being performed by others on the site.
- 3.4 Coordination.
PROVIDER shall, in the course of providing the Work, cooperate and communicate with CITY/GRU

and all other persons or entities as required for satisfactory completion. PROVIDER will afford GRU and other Providers' reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

3.5 Updates.

PROVIDER shall provide monthly, a list of work performed within GRU's service territory that falls within GCRA's area, to include addresses, residents' names, survey results and recommendations, and improvements made.

INDEMNIFICATION.

4.0 PROVIDER agrees to indemnify and hold harmless CITY/GRU, its elected officials, its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by PROVIDER's negligence, recklessness, or intentional wrongful conduct of PROVIDER and other persons employed by, working as volunteers for or otherwise utilized by the PROVIDER in the performance of this Contract.

4.1 Further, PROVIDER represents and warrants that it will not infringe a trademark, copyright, patent, trade secret or any such intellectual property right in the performance of this Contract. In the event of an infringement suit related to or resulting from this Contract, Contractor represents and warrants that CITY/GRU will not be liable for any damages or royalties if applicable.

4.2 PROVIDER's obligations under the preceding two paragraphs with respect to any legal action are contingent upon CITY/GRU giving PROVIDER (1) written notice of any action or threatened action, (2) defending the action at PROVIDER's sole expense. PROVIDER shall not be liable for any costs or expenses incurred or made by CITY/GRU in any legal action without PROVIDER's prior written consent, which will not be unreasonably withheld.

4.3 The provisions of this section shall survive the termination or expiration of this Contract.

5.0 DAMAGE TO WORK.

Until final acceptance of the Work by CITY/GRU, Work will be under the charge and care of PROVIDER who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. PROVIDER will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at PROVIDER's own risk.

6.0 DISPUTES.

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either Party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be born equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

7.0 DELAY.

Notwithstanding the completion schedule, CITY/GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of CITY/GRU delay. Such extension of time will be PROVIDER's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and GCRA/GRU or PROVIDER

elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GCRA and/or GRU within its control, then PROVIDER's sole and exclusive remedy under the Contract, will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract, as described in either Attachments A, B, C, or D. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. PROVIDER is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

8.0 DEFAULT.

If PROVIDER should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for PROVIDER, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if PROVIDER should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of CITY/GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then CITY/GRU, after serving at least ten (10) calendar days prior written notice to PROVIDER of its intent to terminate and such default should continue un-remedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and CITY/GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. PROVIDER will be liable to CITY/GRU for any damages resulting from such default.

9.0 TERMINATION.

9.1 Termination for Convenience.

GCRA ORGRU may, by providing thirty (30) calendar days written notice to PROVIDER, terminate this Contract, or any part thereof, for any or no reason, for CITY's/GRU's convenience and without cause. After the termination date, PROVIDER shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If CITY/GRU terminates for convenience, CITY/GRU shall pay PROVIDER for goods and services accepted as of the date of termination, and for PROVIDER's actual and reasonable, out of pocket costs incurred directly as a result of such termination. CITY/GRU is not responsible for Work performed after the effective termination date of this contract.

9.2 Termination for Cause (Cancellation).

GRU or GCRA may terminate this Contract for cause if PROVIDER materially breaches this Contract by:

- (a) refusing, failing or being unable to properly manage or perform;
- (b) refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;
- (c) refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
- (d) disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
- (e) refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU/CITY, or as otherwise defined elsewhere herein; and/or
- (f) refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU/CITY and PROVIDER.

9.3 Funding out Clause.

If funds for this Contract are no longer available, GRU/CITY reserves the right to terminate its portion of this Contract without cause by providing PROVIDER with thirty (30) calendar day's written notice to PROVIDER.

10.0 FORCE MAJEURE.

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to: acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of the CITY/GRU to secure approval; validation or sale of bonds; inability of CITY/GRU or PROVIDER to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

11.0 LIMITATION OF CITY/GRU LIABILITY.

To the fullest extent permitted by law, the CITY/GRU shall not be liable to PROVIDER for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

12.0 AUTHORIZED REPRESENTATIVES.

The GRU Purchasing Representative for this Contract is Vanessa Ashley. Questions regarding this Solicitation and the administration of the resulting Contract shall be directed to Vanessa Ashley at (352) 393-1233 or via email at ashleyvl@gru.com.

The GCRA Purchasing Representative for this Contract is Gayle Dykeman. Questions regarding this Solicitation and the administration of the resulting Contract pertaining to Attachments C & D shall be directed to Gayle Dykeman at (352) 393-8789 or via email at dykemandb@cityofgainesville.org

13.0 PERFORMANCE TIME.

PROVIDER shall complete the Work in a timely manner.

14.0 DELIVERY.

All materials and equipment shall be delivered F.O.B. Destination, freight included.

15.0 JOB SITE.

The Work shall be performed at various locations.

16.0 LIEN WAIVERS.

PROVIDER agrees to protect, defend, and indemnify the Property Owner and CITY/GRU from any claims for unpaid work, labor or materials with respect to PROVIDER'S Performance. In the event PROVIDER refers a licensed contractor to Property Owner to complete certain work at a specified property, PROVIDER shall not

be reimbursed for work associated with said specified property until PROVIDER has delivered to the CITY/GRU one of the following: (1) a complete release of any claim of lien against said specified property for work completed arising out of PROVIDER'S Performance (the release must be in substantial compliance with s.713.20, F.S.), (2) a receipt showing PROVIDER and/or Property Owner has paid a licensed contractor -the full amount for all labor and materials for which a lien could be filed, or a bond not exceeding \$2,500.00 to the CITY/GRU indemnifying the Property Owner and CITY/GRU against any lien directly related to or arising out of PROVIDER'S Performance.

17.0 INSURANCE.

PROVIDER shall meet the minimum insurance requirements at all times as required by law and CITY. PROVIDER shall notify CITY/GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract.

PROVIDER shall procure and maintain insurance with coverage amounts as required. PROVIDER must furnish CITY/GRU a certificate of insurance in a form acceptable to CITY/GRU for the insurance required with endorsement naming CITY/GRU as additional insured.

18.0 MINIMUM INSURANCE AMOUNTS REQUIRED.

Insurance is required in the amounts set forth below:

Commercial General Liability	\$1,000,000 combined single limit for bodily injury and property damage
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage
Worker's Compensation:	
(a) State	Statutory
(b) Applicable Federal	Statutory
(c) Employer's Liability	\$500,000 per Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee
Excess Liability	\$1,000,000

19.0 WARRANTY/GUARANTEE.

19.1 PROVIDER warrants and guarantees to CITY that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. PROVIDER agrees to remedy promptly, and without cost to CITY/GRU, any defective materials or workmanship which appear within the stated warranty period. No provision contained in the Specifications shall be interpreted to limit PROVIDER's liability for defects.

19.2 No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and PROVIDER will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. PROVIDER must indicate if any warranty is being provided by either PROVIDER or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, PROVIDER must provide such warranty to CITY/GRU or must state as a Clarification and Exception the reason PROVIDER is not able to provide such warranty.

19.3 All labor shall be warranted for a minimum of one year. For materials, the Manufacturer's warranty applies.

20.0 SAFETY AND SECURITY.

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. CITY/GRU will provide the safety and security requirements along with the scope of work requested.

20.1 Sanitation.

If sanitary facilities are available near the work site, PROVIDER may request CITY's/GRU's permission to use such facilities by its employees, obtaining written permission from CITY/GRU prior to the use of such facilities. Unless such permission has been obtained, PROVIDER is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by PROVIDER. If responsible for providing sanitary facilities, PROVIDER is also responsible for all labor and supplies necessary to maintain such facilities and must comply with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.

21.0 LIVING WAGE ORDINANCE.

The Living Wage Ordinance as amended does not apply. The ordinance can be found at www.cityofgainesville.org. The Living Wage Decision Tree is attached.

22.0 ORDER OF PRECEDENCE.

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

- 22.1.1 Any Amendments to this Contract
- 22.1.2 Contract
- 22.1.3 Attachment 2, Supplemental Conditions
- 22.1.4 Attachment 1, General Conditions
- 22.1.5 Attachments A, B, C, and D

ATTACHMENT "A"

Scope of Work for GRU Energy Saving Educational Audits and Programs

Rebuilding Together North Central Florida, Inc. d/b/a Community Weatherization Coalition (CWC) will, subject to the provisions of this Agreement, and upon execution of this Agreement, receive up to a maximum budget of \$35,000 from the City of Gainesville, d/b/a/ Gainesville Regional Utilities (GRU) to support energy saving educational audits; including the installation or application of basic weatherization and/or efficiency measures, as well as the discussion of water and energy efficiency, GRU's utility bill, GRU's LEEPplus Program, and acknowledging funding provided by GRU with customers.

GRU shall provide initial funds of \$9,800 within 30 days of the execution of this Agreement, and an additional \$6,300 per quarter upon approval of quarterly substantive and financial reports submitted by CWC to GRU on or by January 7, and March 30, June 30, and September 1. An invoice must be submitted for the initial funds and included with each quarters' reports. Each quarter, CWC shall carry out a minimum of 15 surveys within GRU's electric service territory, outside of Gainesville Community Reinvestment Area's (GCRA) territory, and dedicate at least 75 volunteer work hours towards CWC programs in GRU's Electric Service Territory. Substantive quarterly reports shall report on progress in performance indicators including; list of addresses and names of customers in GRU's territory, copy of invoice provided to GCRA that reflects a list of addresses and names of those located in GCRA's area, # energy auditor trainings and # energy auditors trained; # of community outreach events attended; estimated # community members attending events with CWC presence; #volunteer hours. The financial quarterly report shall show spending from GRU and other funding sources on staff; office; training; surveys and enhanced retrofits; administration; and other program expenses. In the event minimum requirements are not met by the dates specified above, GRU reserves the right to make the quarterly installment payment retroactively or proactively upon completion of the minimums required as long as they are met in the current fiscal year.

CWC volunteer auditors will conduct energy surveys and install efficiency measures, as appropriate, that include, but are not limited to, pipe insulation on refrigerant and on hot water lines, replacing incandescent bulbs with energy efficient lighting (LED), measuring and/or adjusting hot water temperature, cleaning refrigerator coils, measuring and/or adjusting water level in commode. Clients that require additional assistance, beyond the scope of the CWC surveys (this includes Tier 1 work), shall be referred to LEEP^{plus} and CWC shall collaborate with GRU and other local agencies to mobilize additional resources for needed repairs and improvements. Audit forms will be completed during the visit. Upon completion of the final energy survey measures within GRU's service territory (this includes GCRA), a copy of the electronic survey form will be provided to the customer in whatever format is most practical, one copy retained by CWC and another provided to GRU's Energy & Business Services Department as part of the quarterly reporting. GRU shall take responsibility for protecting the privacy of individuals identified in the CWC survey forms to the extent allowed by law.

Survey reports submitted by CWC shall be thorough, and adequately document what actions were taken during the surveys as well as reasons for actions not taken (such as lack of access; resident preferences; volunteer skill level). Volunteer auditors shall complete as many actions as possible given these specific conditions of each survey and shall leave an energy efficiency pack in each home. CWC shall emphasize client involvement, and education regarding how customer energy and water usage, and other behaviors, influence utility charges.

CWC shall provide each surveyed house within GRU's electric service territory, as needed, an energy efficiency pack whose contents (with GRU's logo) will be reviewed and installed by CWC volunteer energy auditors. Each efficiency pack will include GRU's bill calculation sheets, GRU's appliance usage tables, GRU's LEEP^{plus} application, two (2) dye tablets (for detecting toilet tank leaks), three (3) GRU temperature strips, two (2) packs of GRU's outlet gaskets and any other pertinent information GRU determines to be necessary for CWC clients

at the time. Requests for materials and customer utility history will be fulfilled within one week of the request date. Any efficiency materials that are not installed at the time of the visit, and that clients decline to install themselves, will be noted on the energy survey, collected by the volunteer auditor and returned to CWC's inventory. GRU reserves the right to modify the contents of this pack at any time.

Within 90 days of the final fiscal year payment, CWC shall provide GRU with a final report that includes; summary of surveys (quantity, demographics including number of people living in households audited and map of location of audited home, and any general observations about this year's audit client population), description of measures installed, summary of training including quantity of auditors, anticipated savings from this year's efforts, and any relevant lessons learned.

All changes in procedural and reporting requirements shall be based on prior written mutual agreement.

Primary contacts are:

CWC

RD Bonnaghan

Executive Committee Member/RTNCF
Executive Director
(386) 503-1269
rd@rebuildingtogetherncf.org

Marianne Schmink

CWC Advisory Board President
(352) 215-6008
schmink@latam.ufl.edu

Alane Humrich

Program Director
(517) 881-7698
alane@communityweatherization.org

GRU

Scott Downie

Energy & Business Services
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downiers@gru.com

Tara Thomas

Energy & Business Services Manager
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thomastr@gru.com

Kinnzon Hutchinson

Interim Chief Customer Officer
(352) 393-6840
hutchinsonkm@gru.com

ATTACHMENT "B"
Scope of Work for GRU Energy Upgrades

1. Rebuilding Together North Central Florida, Inc. d/b/a Community Weatherization Coalition (CWC) will, subject to the provisions of this Agreement, and upon execution of this Agreement, receive up to a maximum budget of \$15,000 from the City of Gainesville, d/b/a/ Gainesville Regional Utilities (GRU) for energy upgrades completed by appropriately licensed and insured contractors of CWC for up to 12 homes within GRU's electric service territory, but not within GCRA's service territory.
2. GRU shall reimburse CWC up to \$5,000 per quarter or \$1250 per home upon properly documented invoice. Substantive quarterly reports shall report on progress in performance indicators including; list of names and addresses, # of homes upgraded, and an itemized list of measures undertaken in each upgrade. The financial quarterly report shall include a breakdown of upgrade services provided along with its expenditure per home. In the event minimum requirements are not met by the dates specified above, GRU reserves the right to make the quarterly installment payment retroactively or proactively upon completion of the minimums required as long as they are met in the current fiscal year.
3. CWC volunteer auditors and/or contracted professionals will conduct an energy audit as defined in Attachment "A," and may subsequently return to carry out additional energy upgrades. CWC Representatives will partner, consult, or refer customers to the LEEPplus Program before performing the upgrades/ Tier 2.

Any additional upgrades will only be performed by licensed and insured professionals or volunteers, in accordance with RT General Project Processes (attached). Depending on the diagnosis of need in each home with GRU, these return visits may: improve attic and/or underfloor insulation; seal air leaks (at doors, windows, plumbing fixtures); repair windows, screens, door adjustment or repair; install door sweeps and thresholds; install programmable/smart thermostats; replace window AC units, toilets, lighting fixtures, water heaters, or refrigerators; or other energy or water efficiency measures. Contracted work will be done in accordance with RT Contractor Guidelines (attached) and RT Procurement Procedures (attached).

4. All changes in procedural and reporting requirements shall be based on prior written mutual agreement.

ATTACHMENT "C"
Scope of Work for GCRA Home Energy and Water Efficiency Initiative

1. Annual Budget.

Rebuilding Together North Central Florida, Inc. d/b/a Community Weatherization Coalition ("CWC") will, subject to the provisions of this Agreement, and upon execution of this Agreement, receive up to a maximum budget of \$70,132.00 (Seventy Thousand One Hundred and Thirty-Two Dollars) from the City of Gainesville through its department Gainesville Community Reinvestment Area ("GCRA") to support the CWC Programs: "Home Energy Tune-up Program" ("TUNE-UP/TIER 1) and "Home Energy Upgrade" ("UPGRADE/TIER 2). The total funding amount may vary in each renewal period based on program participation and approval of the City Commission.

2. Payment and Reporting.

The GCRA shall provide payments to the CWC as reimbursements per home "Upgrade" or "Tune-up" completed in a one month period. The GCRA contribution will be used to defray the cost of the work as set forth in the "Home Energy and Water Efficiency Initiative Guidelines" which are attached to this Agreement as Attachment "D".

The CWC will keep the GCRA informed of progress and approval or denial of any Program recipient through bi-annual reports.

Substantive quarterly reports shall report on progress in performance indicators including: list of addresses and names of customers in GCRA's boundary, the number of homes serviced by each PROGRAM and an itemized list of measures undertaken in each Home Energy Upgrade Program Project.

3. Additional Receipting and Invoice Requirements for the Lessor Program

With the invoice CWC shall submit:

- certificate of insurance of contractor
- contract for the work
- final inspection
- proof of payment
- release of liens, when applicable

4. Tasks.

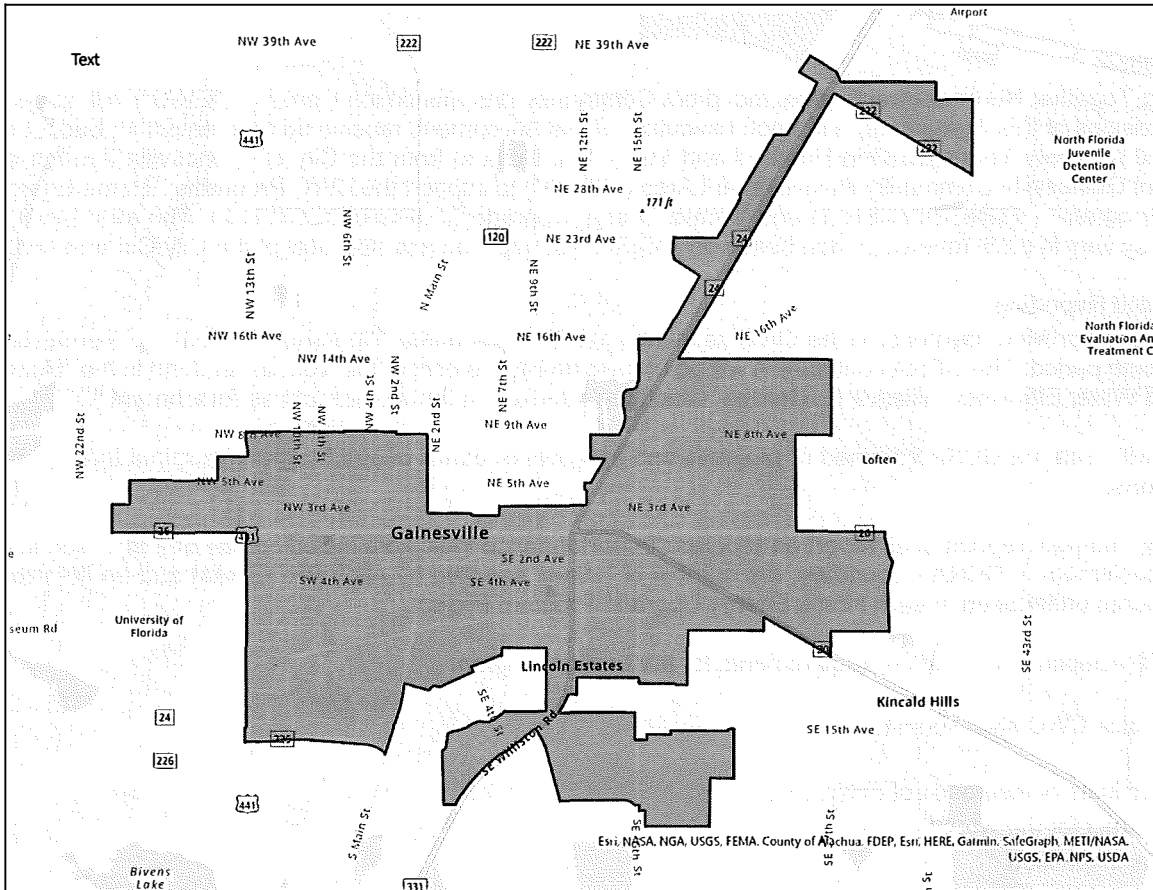
CWC will perform work and determine eligibility of program recipients as outlined in the GUIDELINES located within the GCRA Boundary. CWC representatives will conduct an energy survey and "TUNE-UP/TIER 1" as defined in Attachment "D," and subsequently return to carry out the "UPGRADE/TIER 2".

CWC shall provide each Tier 1 Recipient, GRU's bill calculation sheets, GRU's appliance usage tables, GRU's LEEPplus application. Requests for materials and customer utility history will be fulfilled within one week of the request date.

CWC representatives will partner, consult or refer customers to the LEEPplus Program before performing the "UPGRADES/TIER 2". The CWC shall seek to collaborate with GRU and other local agencies to mobilize additional resources for needed repairs and improvements.

In addition, the GCRA and CWC will work together to identify applicants who are eligible to participate in the Program and assist interested participants in completing the required applications. The CWC and GCRA will also advertise the availability of the Program on the organizations' respective websites and through other means as the GCRA and CWC deem appropriate. CWC will document each project with site photos. Photos will be available to the GCRA upon request.

5. Map of GCRA boundary.



6. Primary Contacts are:

CWC
RD Bonnaghan
 Executive Committee Member/RTNCF
 Executive Director
 (386) 503-1269
rd@rebuildingtogetherncf.org

GCRA
Chelsea Bakaitis
 Project Manager
 (352) 393-8201
bakaitisch@cityofgainesville.org

Alane Humrich
 Program Director
 (517) 881-7698
alane@communityweatherization.org

Attachment "D"

Reinvestment Area Home Energy and Water Efficiency Program Guidelines

INTRODUCTION

The Reinvestment Area Home Energy and Water Efficiency Program Initiative is a partnership between the Community Weatherization Coalition (CWC) of Alachua County and Gainesville Community Reinvestment Area (GCRA). The vision of this Initiative is to strengthen neighborhoods by maintaining the culture and population of the district neighborhoods through long term residency. The mission being to directly benefit community members by lowering their monthly utility bill and thus increasing the number of energy and water efficient homes in the District. Residents with inefficient appliances, poorly functioning air conditioning, and water leaks may spend hundreds to thousands of dollars in additional annual costs. In addition, areas of poor-quality housing and a large number of inefficient homes can destabilize communities by leading to a high turnover rate for permanent residents.

The CWC provides free services to homeowners through the Home Energy Tune-up (Tier 1) and Upgrade (Tier 2) Programs. The Tune-up (Tier 1) Program offers a free kit that contains water and energy saving supplies, as well as education on conservation behaviors. These supplies include energy-efficient light bulbs, water-saving showerheads, and toilet tank displacement bags. The Upgrade (Tier 2) Program offers more permanent energy upgrade services such as installation of attic and underfloor insulation, water heater replacement, and windowpane replacement. Both programs are designed to lower the residential energy cost burden—or the percent of a resident's annual household income that goes toward energy costs.

Through the partnership, the GCRA would provide funding for each low-income participant or lessor (within the district) the CWC provides services to. The objective is to increase the number of energy and water efficient homes and expand the program to rental property owners (lessors). By helping residents save money on energy costs, the Initiative supports the GCRA 10 Year Reinvestment Plan goals.

The GCRA 10 Year Reinvestment Plan supports the Initiative's vision through the Plan's "Community Enhancement and Housing Objective." The purpose of this objective is to directly benefit community members by maintaining the culture and population of neighborhoods. The Gainesville City Commission's Strategic Plan also outlines steps to create a "Great Place to Live & Experience" (Goal 3) by increasing affordable housing opportunities for both owner-occupied and rental units.

ABOUT THE PROGRAM

The Initiative will offer assistance to homeowners and lessors ("Recipients") through the CWC's Home Energy Tune-up and Upgrade Programs to identify ways to reduce water and energy use. The overall goal being to save recipients money on utility costs through retrofits and education.

Tier 1, also known as the **Home Energy Tune-Up Program**, offers energy saving educational audits. CWC volunteer auditors will conduct energy surveys, install efficiency measures, provide education on conservation behaviors, and offer a free kit that contains water and energy-saving supplies. Improvements may be volunteer-led or if preferred, Recipients can perform their own "Do-it-yourself" DIY Tune-up improvements to a property through virtual guidance by the CWC. The DIY Tune-up is meant to be an option for COVID-19 precaution.

Volunteer-led Services may include:

- Resident utility bill review and education
- Evaluation of the efficiency of major appliances
- Cleaning refrigerator coils
- Checking air filters
- Conservation behavior education (tips on thermostat settings, using a power strip, etc.)

Kit materials include:

- Pipe insulation- polyfoam (for water heater)

- Pipe insulation- rubber (for AC)
- Refrigerator, thermostat, and hot water temperature cards
- Water displacement bags or "toilet tank bank"
- Sink aerators- bathroom
- Kitchen sink aerator
- Low-flow Shower heads
- LED Bulbs- (up to 18 of various wattage)
- Toilet leak detection tablets
- 9-volt battery
- Carbon Monoxide Detector (if Recipient has indoor gas appliances)
- Packet of foam switch/outlet gaskets (Excluded from DIY kit)
- GRU's bill calculation sheets, GRU's appliance usage tables, GRU's LEEPplus application.

Additionally, Recipients performing DIY improvements will be loaned the following tools to be returned upon completion:

- Dial thermometer
- Channel lock pliers
- Tape measure
- Scissors
- Refrigerator coil brush
- Selfie stick
- Safety glasses
- Hand trowel
- Flashlight
- Work gloves
- Thread seal tape
- Zip Ties

Tier 2, also known as the **Home Energy Upgrade Program**, offers energy upgrades to Recipients.

Homeowners may receive free home energy upgrades performed by licensed and insured contractors, or volunteers, in accordance with RT General Project Processes (attached) after completing the Tune-up Program (Tier 1).

CWC representatives will partner, consult or refer customers to the LEEPplus Program before performing Tier 2 upgrades.

Lessors may receive Upgrade Program assistance for up to four residential rental units. After the initial Tier 1 Tune-Up is complete the Lessor is eligible for a 50% reimbursement of up to \$1,000.00 per unit for labor or materials towards eligible Tier 2 upgrades they make to their property under the program. Sweat equity or work the Lessor does themselves is not eligible for reimbursement. Payment will be made directly from the CWC to the Lessor within 30 days upon project completion and inspection/verification by CWC staff.

Upgrade services include:

- Attic and underfloor insulation
- Water heater replacement
- WaterSense toilet installation
- Refrigerator replacement with Energy Star® unit
- Energy Star® rated windowpane replacement
- Window AC (and/or AC/heat combo) unit replacement with Energy Star® unit
- Minor plumbing leak repairs
- Nest thermostat installation
- Window screen repair/replacement
- Window film installation (tinting)

- Door adjustments/threshold or door sweep replacements
- Sealing air leaks (caulking, weatherstripping, etc.)

For information and applications, please visit the link to the [Home Energy Tune-ups Community Weatherization Coalition](#) website.

ELIGIBILITY

Eligible Recipients must either be a homeowner, or lessor, who owns or resides within the GCRA District.

Homeowner & Renter Eligibility

To be eligible, Homeowners and Renters must make an annual income that is at or below HUD low-income guidelines (see website or contact a staff member for information about what qualifies as low income), or are currently spending 10% or more of their annual income on utilities, AND are responsible for paying for their utility usage. Both Homeowners and Renters are eligible for the Tune-up Program (Tier 1). To be eligible for the Upgrade Program (Tier 2), a homeowner must homestead their property. Lessors may also apply to participate in the Upgrade Program (Tier 2).

Lessor Eligibility

Lessors must be a residential rental property owner and are able to apply for assistance for up to four units per year. Recipients are required to sign a work agreement agreeing not to raise the unit's lease cost rate more than 2% per year over the next three years. The Lessor must provide a copy of the rental agreement or other proof of rental rate for the twelve months after completion of the upgrades to be eligible for reimbursements and will be required to provide a copy of the unit's lease for the proceeding three years.

Property Eligibility

The property or unit must be primarily residential. The following properties are eligible under the Program:

- Single-family homes
- Duplex
- Triplex
- Quadplex
- Mobile Homes

Program Steps for Homeowners and Renters:

- Step 1. **Application:** Recipient applies to the (DIY or volunteer-led) **Home Energy Tune-up Program** following this link: [Home Energy Tune-ups Community Weatherization Coalition](#)
- Step 2. **Approval:** After the Program application is approved, Recipients will receive an initial phone consultation with CWC staff to arrange either their DIY tune-up kit dispersal or schedule a volunteer-led inspection.
- Step 3. **Tier 1: Tune Up Program Inspection:**
 - Through either virtual means or volunteer-led, the CWC will inspect the property, and sources of lost energy and water will be identified, and major appliances will be examined.
 - A kit of water and energy-saving supplies, as well as education on conservation behaviors, will be provided to the Recipient.
 - Recipients perform DIY improvements to their own property through virtual guidance by the CWC, or CWC volunteers perform improvements.
- Step 4. **Tier 2: Home Energy Upgrade Program (Homeowner)**
 - Based upon the findings/needs-assessment of the inspection report, the CWC may arrange for contractors to visit and perform work on selected homes, or arrange for appliance replacement, once a work agreement is signed by the homeowner.
- Step 5. **Completion:** If an upgrade was performed by a CWC contractor CWC staff will inspect to verify improvements were made.

Program Steps for Lessors:

- Step 1. A CWC home Energy Tune-up is completed at the residence, following application by the tenant following this link: [Home Energy Tune-ups Community Weatherization Coalition](#).
- Step 2. **Application:** Lessor applies to the Home Energy Upgrade Program through the CWC. *Up to four units are eligible for assistance per year.*
- Step 3. **Approval:** After the Program application is approved, Lessor will receive an initial phone consultation with CWC staff to discuss possible issues identified during the tune-up/step 1 and arrange an inspection by RT/CWC staff, as needed.
- Step 4. **Quotes:** Lessor will submit a quote (if desired) and/or an invoice for reimbursement of eligible repair costs. RT/CWC will determine reimbursement eligibility in accordance with the RT Procurement Procedures (attached) for upgrade improvements.. These cost estimates must be for the same improvements. The Lessor can choose whichever contractor they wish, but the matching grant funds will not exceed the lowest cost estimate. Sweat equity, or work the Lessor does themselves, is not reimbursable.
- Step 5. **Quote Approval:** The CWC approves the quote for work to begin, CWC will offer a 50% reimbursement with a maximum of \$1,000 per unit to Lessors for specific upgrade(s).
- Step 6. **Home Energy Upgrade:** The Lessor arranges and completes the upgrade(s).
- Step 7. **Final Inspection:** The Lessor contacts the CWC to arrange a final inspection of work performed prior to reimbursement.
- Step 8. **Completion/Reimbursement:** After work is approved by the CWC, the CWC reimburses the Lessor for 50% of the total approved original quote (within 90 days) which may amount up to, but not more than, a \$1,000.00 reimbursement per unit. Any costs exceeding original quote are ineligible under the Program.

Availability of Funding

Grants will be awarded on a first qualified, first serve basis, and are subject to the availability of GCRA funding.

EXHIBIT 1



Procurement

Rebuilding Together North Central Florida (RTNCF) DBA Community Weatherization Coalition (CWC) completes renovation work at homes using trades professionals and contractors, and sometimes uses RTNCF/CWC staff and volunteer labor. To the maximum extent practical, RTNCF promotes a fair, open and competitive procurement process. This Procurement Procedure explains the process RTNCF uses to select trades professionals and contractors (Section A) and to procure materials for projects led by staff and volunteers (Section B).

RTNCF's Procurement Procedure is built on the following principles and values:

- **Fairness:** Vendors are selected based on the principles of fair competition, with the final decision being made in accordance with a comprehensive evaluation of such criteria as quality, price, reliability, service, dependability, and technical expertise.
- **Equal Opportunity:** Procurement is not limited to transactions with existing suppliers. Active efforts will be made to engage new vendors. RTNCF will proactively recruit women-owned, minority-owned, LGBT-owned vendors and Veteran-owned vendors.
- **Mutual Development:** RTNCF shall engage in fair business transactions to build a bond of mutual trust with vendors with the goal of mutual growth.
- **Social Responsibility:** RTNCF believes that both RTNCF and its vendors should fulfill their social responsibilities through a broad range of activities including complying with all laws and regulations; understanding and abiding by all business practices; treating RTNCF staff, volunteers and homeowners with respect and kindness; and taking into consideration proper labor conditions and preservation of the environment.

A. Trades Professionals & Contractors

- RTNCF is responsible for procuring all contracted services in a fair, open and competitive process.
- Work write-ups for each job and cost estimates will be approved by RTNCF's program staff.
- RTNCF will update its pool of vendors by inviting area trades professionals and contractors to submit a qualifying documents which may include a bid for a sample job. Whenever possible, there will be a sample job for each of the major trades for which needs to have a pool of vendors: general renovation, plumbing, roofing, electrical, HVAC, and others as needed. Responsive and responsible vendors shall be added to the agency's pool for their specified trade. "Responsive and responsible" means (a) the

vendor is deemed able to respond to a work order in a timely fashion, (b) the vendor is deemed able to follow RT guidelines (c) the vendor's bid is within 20%, in either direction, of what RT has estimated the sample job to cost, (d) there is no conflict of interest (real or apparent), and (e) the vendor is properly licensed and insured. Vendors must also provide favorable references from recent clients, photos of recent work and/or the opportunity for RT to inspect recent work, and not have a history of poor performance or responsiveness with RT.

- When it is determined that a job will require the use of a trades professional or contractor, RTNCF will, at its sole discretion (based on availability of the vendor, demands of the job, and recent history of performance), select a prequalified vendor to submit an estimate for the job. If the vendor's bid is beyond 20%, in either of direction, of what RT has estimated the job will cost, a bid from a second prequalified vendor will be solicited.
- RTNCF reserves the right to reject any or all bids at any time during the procurement process.
- Vendors will complete work in accordance with RTNCF's Construction Contract, and Work Site Rules.
- Vendors will bill RTNCF directly for all services rendered in accordance with RTNCF's Construction Contract.
- RTNCF staff will be responsible for signing off on all vendor invoices.
- An itemized summary account of all renovation services will be supported by original source documentation such as itemized invoices in each client's file.

B. Material Procurement

- RTNCF is responsible for procuring all materials in a fair, open and competitive process.
- Work write-ups on each job and cost estimates will be approved by RTNCF staff.
- RTNCF will develop purchase lists and select material suppliers after cost-comparison. This does not require RT to sacrifice quality for a lower price.
- RTNCF will establish accounts with the selected suppliers and detail all requested materials by unit. The supplier will bill RTNCF directly.
- RTNCF staff will be responsible for signing off on all material receipts.
- An itemized summary account of all renovation services will be supported by original source documentation such as itemized invoices in each client's file.

EXHIBIT II



OUR PROCESS

Our Project Process

1. Initial Homeowner Application
 1. A homeowner applies (or referred) and submits their documentation to us.
2. Review Homeowner Qualifications
 1. We cross-check the homeowner information to see if they meet the requirements for certain funding. Those requirements are based on their age, geographic location, the number of individuals in the household, whether or not they have any disabilities, etc. Based on those factors, we identify which grant(s) we can use to fund the repairs on their home.
3. Initial Home Visit (IHV)
 1. We visit the home and create a list of "observations" that are in need of repair. During this process we estimate the cost of these repairs on the IHV Form. Check resources for the roof cost estimate formula when completing the IHV Form.
4. Create a Work Scope
 1. Our team assesses the repairs needed at the home and considers what our capacity is as well as what funding is available.
5. Send out invitations to bid on contractor projects, **if required** (see "The Bidding Process")
6. Sign the RTNCF Work Agreement with homeowner
 1. The Work Agreement outlines the repairs we have agreed to take on at each specific home. The homeowner acknowledges that these repairs are going to be done, and agrees to our terms and conditions.
7. Sign Contracts with Contractors
 1. We send contracts out to contractors who are completing work on our behalf. Typically, this is for projects such as roofing, HVAC, plumbing, electrical work and tree services. They will need to sign the Notice to Proceed, or apply for permits, depending on what their scope of work is.
8. Get repairs started
 1. This phase is the active repair phase. In other words, contractors schedule and begin the repairs and/or we complete repairs ourselves. During this time, we also work with volunteers to complete the repairs. The repairs may happen over a series of months, and we typically try to contract larger "skilled trade" projects before we begin working on a number of smaller projects done by our repair team and/or volunteers.
9. Inspections and Reimbursements, as needed
 1. For certain projects, we are required to have inspections completed prior to finalizing our work at the home. Typically, permitted work (roofing, HVAC, electrical, etc.) will require an inspection which the contractor schedules and

completes before providing us with a "Certificate of Completion" that certifies they have passed inspection.

2. For projects funded through the SHIP program, SHIP completes an additional Final Inspection to certify the work completed as part of the reimbursement process. In addition, we are required to provide a number of documents to SHIP.

10. Close-outs

At the end of each project, we deliver a close-out packet that we review with the homeowner in person. The packet typically includes a close-out checklist, a personalized close-out letter, two copies of the work agreement, maintenance materials and a close-out survey. See [Project Close-Outs](#) for more information.

EXHIBIT III



CONTRACTORS

Working with Contractors

At RTNCF/CWC, we work directly with local contractors for repairs.

A. Eligible Contractors Must Provide:

1. Invoice of the job including all costs associated with completion- labor, materials, permitting, inspections, services and equipment.
2. Copy of current license(s) with the City, State and County;
3. Proof of Insurance: \$100,000/\$300,000 coverage for the contractor's public liability (including accidental death and bodily injury), or 430,000 comprehensive coverage and \$100,000 coverage of property damage (in addition to bodily injury), with a certificate of insurance from the insurer guaranteeing ten (10) day notice to Rebuilding Together NCF before discontinuing coverage.
4. Proof of Worker's Compensation is also required; (all license and insurance documents may be faxed or emailed if preferred)
5. If the company is listed as an LLC, we will also collect a W-9.

The Bidding Process

For certain projects, we use funding from the City and County. These projects are part of programs (such as SHIP and HOME, see Grants) that require us to bid work and accept the lowest bid.

For other projects, we use other funders (such as CAPP and USDA), which do not require the bidding process, but rather follow our general Procurement Procedure. We often combine these funders to leverage them, and because we are a non-profit, we try to keep costs low when possible to make the most impact with our budget. Because of these factors, we are in the habit of collecting bids for most of our projects.

As a note, not all contractors wish to take part in the bidding process, so we selectively send the projects out to those who are interested in the bidding process. Also we see that, of those contractors who bid consistently, the projects are typically evenly awarded (meaning that they don't always go to the same contractor).

Bid Procedure

1. Create the bid packet for each (see [Invitation to Bid Template](#))
2. Send bid packet out to relevant bidding contractors (make sure to BCC them all)
3. Schedule reminder email (next business day)
4. Call to follow up & check if they received (same day as the reminder email)
5. Record bids (see [SHIP Bid Chart](#) as an example).
6. Follow up with contractors to obtain additional bids, if needed












Agreement No. 2022-023 CWC


Final Audit Report

2022-01-06

Created:	2022-01-04
By:	Vanessa Ashley (ashleyvl@gru.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAaw7_UcWAZ706hjHGyi-K68NFKCYaHHa4w

"Agreement No. 2022-023 CWC" History

-  Document created by Vanessa Ashley (ashleyvl@gru.com)
2022-01-04 - 11:33:44 PM GMT- IP address: 198.190.222.254
-  Document emailed to Lisa Bennett (bennettlc@cityofgainesville.org) for signature
2022-01-04 - 11:39:28 PM GMT
-  Email viewed by Lisa Bennett (bennettlc@cityofgainesville.org)
2022-01-05 - 0:30:54 AM GMT- IP address: 174.247.29.225
-  Document e-signed by Lisa Bennett (bennettlc@cityofgainesville.org)
Signature Date: 2022-01-05 - 1:30:54 PM GMT - Time Source: server- IP address: 198.190.222.254
-  Document emailed to Kinnzon Hutchinson (hutchinsokm@gru.com) for signature
2022-01-05 - 1:30:58 PM GMT
-  Email viewed by Kinnzon Hutchinson (hutchinsokm@gru.com)
2022-01-05 - 3:51:08 PM GMT- IP address: 198.190.222.254
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Signature Date: 2022-01-05 - 3:51:30 PM GMT - Time Source: server- IP address: 198.190.222.254
-  Document emailed to Cynthia Curry (currycw@cityofgainesville.org) for signature
2022-01-05 - 3:51:33 PM GMT
-  Email viewed by Cynthia Curry (currycw@cityofgainesville.org)
2022-01-05 - 10:53:30 PM GMT- IP address: 198.190.222.254
-  Document e-signed by Cynthia Curry (currycw@cityofgainesville.org)
Signature Date: 2022-01-05 - 10:53:58 PM GMT - Time Source: server- IP address: 198.190.222.254
-  Document emailed to R.D. Bonnaghan (rd@rebuildingtogetherncf.org) for signature
2022-01-05 - 10:54:00 PM GMT

 Email viewed by R.D. Bonnaghan (rd@rebuildingtogetherincf.org)

2022-01-05 - 11:44:12 PM GMT- IP address: 66.249.88.150

 Document e-signed by R.D. Bonnaghan (rd@rebuildingtogetherincf.org)

Signature Date: 2022-01-06 - 0:30:43 AM GMT - Time Source: server- IP address: 24.170.203.159

 Document emailed to Vanessa Ashley (ashleyvl@gru.com) for signature

2022-01-06 - 0:30:45 AM GMT

 Email viewed by Vanessa Ashley (ashleyvl@gru.com)

2022-01-06 - 3:06:08 PM GMT- IP address: 198.190.222.254

 Document e-signed by Vanessa Ashley (ashleyvl@gru.com)

Signature Date: 2022-01-06 - 3:06:27 PM GMT - Time Source: server- IP address: 198.190.222.254

 Agreement completed.

2022-01-06 - 3:06:27 PM GMT

