



**CITY OF HALLANDALE BEACH  
COMMUNITY REDEVELOPMENT AGENCY (HBCRA)  
REQUEST FOR PROPOSALS (RFP)  
# FY 2012-2013-CRA003**

**PRE-QUALIFICATION OF FIRMS  
FOR AFFORDABLE HOUSING**

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**NOTICE TO PROSPECTIVE PROPOSERS**

**Responses are due: Friday, April 12, 2013 by no later than 4:00 P.M.**

**Questions:** Any questions are to be submitted via email to [alues@cohb.org](mailto:alues@cohb.org) by no later than **April 2, 2013 by 11:00 am.**

**Non-Mandatory pre-proposal conference:** Pre-Proposal Conference to be held **March 28, 2013 at 11:00 am,** City Hall Commission Chambers.

**Community Benefit Plan:** This RFP includes a Community Benefit Plan requirement which shall be met by submitting a Community Benefit Plan with your proposal, see Section XII, item 13.

**Local Vendor Preference may be applicable to this RFP; see page 29, item # 2.**

**Small Business Enterprise (SBE) Business Utilization Plan**

A business that is currently certified under the Broward County Small Business Enterprise program, pursuant to Chapter 20, Article XIV, Code of Metropolitan Broward County. The City encourages all who respond to this RFP to utilize or make good faith efforts to utilize SBE Firms that are certified under the Broward County SBE program.

**Submittal:**

1. Harcopy (paper) submittal of estimated cost per square foot for each model proposed, see page 7, item V Contract Cost for submission requirement.
2. Firms are to submit responses on a thumb drive that is searchable in adobe format. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an "edit" "find" process to read the data/information, please make sure that the thumb drive is tested before submission. Provide six (6) thumb drives with your firm's submittal.
3. Hardcopy (paper) submittal of Bid Guarantee/Bond of \$5,000.

a) <u>Bid Guarantee/Bond.</u> Each proposer must provide with the submission a Bid Guarantee/Bond in the form of a Certified Check, or Cashier's Check, or Bid Bond in the amount of five thousand \$5,000 payable to the City of Hallandale Beach.
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b) <u>Performance Bonds and Payment Bond Form.</u> The awarded firm(s) must submit with the signed Agreement a performance bond with good and sufficient surety acceptable to the City of Hallandale Beach. The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price. The awarded firm(s) will have 15 days from award of contract to provide the Performance Bond.
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**PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES. PROPOSALS MUST BE  
MAILED OR HAND DELIVERED TO:**

<b>CITY OF HALLANDALE BEACH</b>
<b>CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES</b>
<b>400 SOUTH FEDERAL HIGHWAY – 2<sup>ND</sup> FLOOR</b>
<b>HALLANDALE BEACH, FL 33009</b>
<b>TITLED: RFP NO. FY2012-2013-CRA003</b>
<b>PRE-QUALIFICATION OF FIRMS FOR AFFORDABLE HOUSING</b>

**END OF SECTION**

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**PURPOSE OF RFP**  
**INTRODUCTION / INFORMATION**

**I. PURPOSE**

The Hallandale Beach Community Redevelopment Agency (“CRA”) desires to stimulate and create physical, economic and social improvements in the Northwest Area of Hallandale Beach, Florida within the CRA Redevelopment Area. The CRA intends to select firm(s) to participate in a redevelopment project of CRA-owned land located as outlined in Exhibit 1, hereinafter the “Property”. The CRA owns the parcels and will ultimately sell the land to income eligible buyers that have been qualified for purchase.

The intent of this Request for Proposals (RFP) is to select one or more qualified firms/developers for the purpose of constructing new single family housing units.

Firm(s) that are awarded will need to proceed within forty-five (45) days upon receipt of the Notice to Proceed. The awarded firm(s) must be able to obtain a building permit within forty-five (45) days, and be mobilized within fifteen (15) days after the issuance of a building permit.

The Applicant’s Eligibility requirements are found under the Technical Specifications.

This RFP will consider the selection of housing developers that have the ability to identify and qualify for purchase, low-to-moderate income individuals/households.

Once the Contractor brings a qualified buyer to CRA for the construction process, the Contractor, the buyer and CRA will execute the Agreement attached. Proposers are responsible to review the Agreement and bring any variances to any of the terms and conditions with the submittal of their response.

CRA is bound by Florida Statutes Chapter 163, Part III, and Resolution No. 2012-05. Please be advised that this RFP constitutes notice pursuant to Section 163.380(3)(a), Florida Statutes, that the CRA is the owner of and intends to dispose of its interest in the Properties. Any party interested in developing housing on the properties is hereby notified that the provisions of such statute have been complied with and by responding to this RFP waives any right to claim that the CRA has not properly complied with such statute.

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## **II. CRA BACKGROUND INFORMATION**

The CRA was created in 1996 to redevelop and improve the City's overall aesthetics. As a result, the City has undertaken ambitious improvements to include roads and infrastructure, beautifying neighborhood streets, parks, development and restoration of a Historical Village and providing many residential and commercial programs and opportunities. The CRA Redevelopment Area is bound to the north by Pembroke Road, to the south by the Dade-Broward County line, to the west by interstate 95 and to the east by NE 14th Avenue and the 14th Avenue canal.

The CRA is responsible for general redevelopment initiatives as outlined in the agencies 2012 Implementation Plan. A strategic goal outlined in said plan is working toward creating a livable community. To that end, this RFP seeks to create new housing stock that will enhance the livability of the target community.

## **III. PROPOSAL MINIMUM QUALIFICATION REQUIREMENTS:**

Firms submitting a response to this RFP must provide an 8 ½" x 11" sheet of paper responding to the information requested below, items 1-4, Minimum Qualification Requirements. The firm's response must address each item below, 1-4. Inability to confirm via the firm's submittal the requirements below may make the proposer's submittal non-responsive and not be considered.

- 1. Government Experience-** In order to be considered, Firms must have completed projects of similar size, scope and complexity for a governmental entity within the last four (4) years, from February 2008 to February 2013. Firms are to provide with their submittal five (5) verifiable references to meet this requirement.
- 2. Firm's Experience** -In order to be considered Firms must have five (5) years' experience having provided the scope of work as outlined in this RFP. Please provide a copy of your firm's Sunbiz to confirm the number of years of incorporation as a business. Sunbiz website is <http://www.sunbiz.org/search.html>. Firms are to provide with their submittal five (5) verifiable references.
- 3. Financial Capacity-** The CRA will not provide a cash advance for this project. Applicant is to provide copies of most recent financial statements. Statements will be reviewed to determine if applicant has the ability to commence construction without the need for assistance from the CRA.
- 4. Single Family Model(s)-**The applicant must submit at least three (3) models, 8.5" x 11" elevation drawing or conceptual rendering, for single family housing units (at least 1,100 square feet) that it proposes to build on CRA owned vacant parcels based on the following criteria:

- a. Provide the estimated square foot cost for each model proposed.
- b. Participate in the City’s Green Building Program pursuant to Sec. 32-787(K)(5) of the Zoning and Land Development Code of the City of Hallandale Beach.
- c. Meet the site development standards of the Land Development Code of the City of Hallandale Beach.
- d. Consist of at least 1,100 square feet of air-conditioned space, with a minimum of two (2) bedrooms and two (2) full bathrooms.
- e. Include a carport for at least one (1) vehicle.
- f. Include space for washer and dryer machines.
- g. Consistent with the general character of the surrounding neighborhood.
- h. Variation in design of the three (3) models when lots are in the general vicinity of each other.
- i. Meet all other City, County and State requirements and regulations.

**IV. CONTRACT TERM:**

Your firm’s proposal submission shall be valid until such time as Board of Directors awards a contract as a result of this RFP.

Proposals will be scored and ranked. The top ranked proposals will be brought to the CRA Board of Directors, along with, Executive Director’s recommendations. The CRA Board will award a contract to one or more developers for the development of the in-fill properties.

**V. CONTRACT COST:**

The CRA requires an all inclusive contract cost for all functions and duties generally required and as outlined in this RFP. The CRA expects to execute a contract for each site/location to be built. Proposer is to provide and submit the cost for square foot for the models proposed/submitted.

Firms must provide the cost by completing the information below:

Model 1 \$ per square foot	Model 2 \$ per square foot	Model 3 \$ per square foot
\$	\$	\$

UNABLE TO SUBMIT A RESPONSE? We sincerely hope this is not the case. If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return:

**WE \_\_\_\_\_ HAVE RECEIVED  
THE RFP  
(COMPANY NAME)**

**WE ARE UNABLE TO RESPOND TO THE RFP AT THIS TIME DUE TO THE  
FOLLOWING REASONS:**


**COMPLETE INFORMATION BELOW:**

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: (    )	
EMAIL ADDRESS:	

<b>RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:</b>
<b>CITY OF HALLANDALE BEACH</b>
<b>GENERAL SERVICES DEPARTMENT</b>
<b>400 SOUTH FEDERAL HIGHWAY, ROOM 242</b>
<b>HALLANDALE BEACH, FL 33009</b>
<b>TITLED: RFP # FY 2012-2013- CRA003</b>
<b>PRE-QUALIFICATION OF FIRMS FOR AFFORDABLE HOUSING</b>



**LIST OF ADMINISTRATORS AND DEPARTMENT LIAISONS**

<b>1.</b>	<b>CITY MANAGER/CRA EXECUTIVE DIRECTOR</b>
	<b>Renee C. Miller, City Manager</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1300</b>
<b>2.</b>	<b>Deputy City Manager/CRA DIRECTOR</b>
	<b>Daniel A. Rosemond</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1377</b>
<b>3.</b>	<b>CRA DEPUTY DIRECTOR</b>
	<b>Liza Torres</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1381</b>
<b>5.</b>	<b>GENERAL SERVICES/PURCHASING DIRECTOR</b>
	<b>Andrea Lues</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954)457-1332 (OR)</b>
<b>6.</b>	<b>GENERAL SERVICES/PURCHASING SPECIALIST</b>
	<b>Joann Wiggins</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954)457-1331</b>

**VI. QUESTIONS REGARDING RFP:**

For information pertaining to this Request for Proposals (RFP), contact General Services/Purchasing Department (954) 457-1333. Such contact shall be for clarification purposes only. Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

**VII. CONE OF SILENCE:**

Per Section 2.3 (e) of the City of Hallandale Beach Code of Ordinances, Lobbyists shall cease all contact and communication with the Board of Directors forty-eight (48) hours before the date set for a decision on a matter, unless contacted by a City Commissioner. No City Board, Agency or Committee shall have contact forty-eight (48) hours before the date set for a decision on a matter.

Per Chapter 23, Section 23-105 of the City of Hallandale Beach Code of Ordinances and the City's Protocol Manual, Section 3 H., the Board of Directors shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, firms, organizations, and corporations submitting bids or proposals.

**VIII. LOBBYIST REGISTRATION:**

Registration. Every lobbyist shall file the registration with the City Clerk's Office on the form provided by the City. Under no circumstances shall a lobbyist working for the City lobby the City Commission.

Annual registration. Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on City matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's Office. A fee of \$100.00 shall be paid to the city for annual lobbyist registration.

**IX. CONTRACT TERM:**

Contract may be cancelled within thirty (30) days with a written notice by the CRA of Hallandale Beach.

**X. CONTRACT COST:**

See page 7.

## **XI. SCRUTINIZED COMPANIES**

The CRA, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the CRA if the company awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum.

## **XII. SUBMISSION OF PROPOSALS**

**The following format must be followed by firms submitting responses to the RFP.**

The outline for items # 1 through # 14 below must be followed since the Evaluation Committee will read your company's responses as the basis for its evaluation.

### 1. Title Page

It should show the RFP's subject, the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

### 2. Table of Contents

### 3. Transmittal Letter

A signed letter of transmittal by an authorized officer of your company briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes to be best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer until such time as CRA Board approves the prequalification list and Contract as a result of this RFP.

### 4. Minimum Qualification Requirements

Firms submitting a response to this RFP must provide an 8 ½" x 11" sheet of paper responding to the information requested to meet the Minimum Qualification Requirements. The firm's response must address each item required under the Minimum Qualification Requirements. Inability to confirm via the firm submittal the Minimal Qualification Requirements may make the proposer's submittal non-responsive and not be considered.

### 5. General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the work for the CRA in conformity with the requirements of the specifications in the RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation. The proposal must demonstrate the qualifications and experience of the firm and of the particular staff to be assigned as the Projects develop.

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The proposal should address all points outlined in this RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP.

While additional data may be presented, the information requested in items 1 through 14, must be included. Items 1 through 14 represent the criteria against which the Proposal will be evaluated.

5. License to Practice in Florida and Broward County

Submit with your firm's submission copies of any State of Florida, Broward County and City of Hallandale Beach required licenses for the professional staff and the firm, as required.

6. Firm Qualifications and Experience

Indicate the firm's number of years of experience in providing the required services as described in this RFP.

Indicate the firm's number of years of experience in providing the required services as described in this RFP to a government entity.

Firm must provide with their submission the related experience in providing single family housing developments.

Indicate if your firm has built in the City of Hallandale Beach.

Firm must provide submittal in detail explaining the ability to qualify buyers for the project

The proposal should indicate the total number of employees of the firm, including the number of staff in a local office, the staff to be employed for this Project on a full-time basis, and the number of the staff to be employed on a part-time basis.

Provide a list of government and private clients your firm has on contract through 2017. Please provide the amount of each contract and a brief description of the services, including the number of employees your firm is supervising on each project.

7. Team's Experience/Qualification

Provide a list of the personnel to be used on this project and their qualifications. A resume of key management personnel, including education, experience, and any other pertinent information shall be included for each member to be assigned to this project.

- List all similar projects undertaken in the past five (5) years. Describe the scope of each service and the costs.
- Provide the name(s) of the person, within your organization who was most actively responsible with managing each project.
- List and describe all legal claims against any person or firm that is a member of the team alleging error and/or omissions, or any breach in professional ethics, including those settled out of court, during the past five (5) years. If not applicable, please so state.

8. Project Manager's Experience

- Provide a comprehensive summary of the experience and qualification of the individual(s) who are proposed to serve as the Project Manager(s) for the Contract. These individuals must have a minimum of (5) five years' experience in their designated professional specialization
- List the name, title or position, and duties of management or senior position that will be assigned to this Project. For each individual, include a resume or summary of qualifications and experience that demonstrates the person's knowledge and understanding of the type of services to be performed.

9. Past Performance (References)

In order to be considered, Firms must have completed projects of similar size, scope and complexity for a governmental entity within the last four (4) years, from February 2008 to February 2013. Firms are to provide with their submittal five (5) verifiable references.

In order to be considered Firms must have five (5) years' experience having provided the scope of work as outlined in this RFP. Please provide a copy of your firm's Sunbiz to confirm the number of years of incorporation as a business. Sunbiz website is <http://www.sunbiz.org/search.html>. Firms are to provide with their submittal five (5) verifiable references.

Please provide the following information for references:

- Client name, address, phone number, email.
- Description of the scope of work.
- Cost of each project.
- Provide illustrations of properties built, including floor plans and elevations.

10. Proposer's Approach to the Project

Proposer should demonstrate in their Proposal the approach to the Project for the work required under this Project, including, but not limited to, staffing and labor requirements, proposed schedules, etc.

11. Proposed Unit Models

Provide at least three (3) model, 8.5" x 11" elevation drawing or conceptual rendering, for single family housing units (at least 1,100 square feet) that it proposes to build on CRA owned vacant parcels based on the following criteria:

- a. Provide the estimated cost per square foot for each model proposed.
- b. Participate in the City's Green Building Program pursuant to Sec. 32-787(K)(5) of the Zoning and Land Development Code of the City of Hallandale Beach.
- c. Meet the site development standards of the Land Development Code of the City of Hallandale Beach.

- 
- d. Consist of at least 1,100 square feet of air-conditioned space, with a minimum of two (2) bedrooms and two (2) full bathrooms.
  - e. Include a carport for at least one (1) vehicle.
  - f. Include space for washer and dryer machines.
  - g. Reflect innovative design intended to enhance neighborhood aesthetics
  - h. Variation in design of the three (3) models when lots are in the general vicinity of each other.
  - i. Meet all other city, county and state requirements and regulations.

11. Financial Resources

Provide evidence of your company's financial stability (most recent financial statements) and sufficient financial resources to complete a project of this scope.

Provide list of credit references and supplier's references. Provide a banking reference letter.

12. Proposer ability to sell units

The RFP will also consider developers that have expressed experience in selling housing units directly to interested buyers. The goal of the RFP is to provide affordable housing to income eligible individuals, therefore, the developer seeking consideration in this section of the RFP must describe their approach. The CRA seeks to emphasize recruitment of Hallandale Beach Residents for homeownership.

13. Community Benefit Plan

The Board of Directors of the HBCRA has determined to emphasize a benefit to the local community from projects funded by the CRA. This project serves as an opportunity to create jobs for local residents in any and all facets of the project. Proposers are required to submit a Community Benefit Plan with their Proposals. Each Proposer shall be required to demonstrate and provide a proposed Community Benefit Plan which has identifiable and observable community benefits for the community surrounding this Project and the City. Describe in detail the plan to be utilized to hire local residents for the project.

Proposers are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. These benefits could include current and continued employment opportunities for residents of the City, community outreach, mentoring, training, apprenticeships, or any other types of identifiable ancillary benefits for the community. Proposals will receive a maximum of twenty (20) points for a Community Benefit Plan.

The Successful Proposer's Community Benefit Plan shall be incorporated into and shall become a part of the Contract, as Attachment 1 that is entered into with the CRA and the Proposer.

14. Crisis Management Plan

Proposers must provide and is required to submit with their response a Crisis Management Plan that addresses the successful communication between the CRA and the Contractor during a crisis event. The Crisis Management Plan shall address the various scenarios depending on the severity of the crisis.

**END OF SECTION**

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**REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE**

**THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.**

RFP ADVERTISING DATE	MARCH 15, 2013
RFP DOCUMENT RELEASED	MARCH 15, 2013
Non-Mandatory Pre-Proposal Conference	MARCH 28, 2013 BY 11 AM
DEADLINE FOR WRITTEN QUESTIONS SUBMITTAL	APRIL 2, 2013 BY 11 AM
RFP DEADLINE FOR RECEIPT OF PROPOSALS	FRIDAY, APRIL 12, 2013 BY NO LATER THAN <u>4PM</u>
EVALUATION OF PROPOSAL	TO BE DETERMINED
ORAL INTERVIEWS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY CRA’S BOARD – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED



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### **XIII. GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions apply to all responses made to the CRA by all prospective Proposers. The CRA reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer(s) or take any other actions that may be deemed to be in the best interest of the CRA.

### **XIV. DEFINITIONS**

**“CRA”** the Hallandale Beach Community Redevelopment Agency, a public body corporate and political.

**“CRA’s Contract Administrator”** means the CRA’s representative duly authorized by the CRA’s Board of Directors, to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.

**“Contract” and “Contract Documents”** means the agreement for Agreement for this Project to be entered into between the CRA and the Successful Proposer/Contractor.

**“Contractor”** the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

**“Local Business”** pursuant to Section 23-105 of the Code of Ordinances of the City of Hallandale Beach, Florida, business who maintains a place of business within the City limits; business who maintains a place of business within the County; business who maintains a place of business within the State of Florida, in this order.

**“Notice to Proceed”** means the written notice given by the CRA to the Contractor of the date and time for work to start.

**“Project Manager”** means the Contractor’s representative authorized to make and execute decisions on behalf of the Contractor.

**“Proposal”** means the proposal or submission submitted by a Proposer. The terms “Proposal” and “Bid” are used interchangeably and have the same meaning.

**“Proposer”** means one who submits a Proposal in response to a solicitation. The terms “Proposer” and “Bidder” are used interchangeably and have the same meaning.

**“Proposal Documents”** the Request for Proposals, Instructions to Proposers, Technical Specifications, plans and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Proposals).

“**Small Business Enterprise**” means Broward County’s SBE program to encourage local small businesses to do business with Broward County. For more information on the SBE Program or to apply in person, qualified small business owners should call the County’s Office of Economic and Small Business Development at 954-357-6400 for an appointment.

“**Successful Proposer**” means the qualified, responsible and responsive Proposer to whom CRA (on the basis of CRA’s evaluation as hereinafter provided) makes an award.

**XV. SUBMISSION AND RECEIPT OF PROPOSALS**

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Unless otherwise specified, firms **MUST** use the proposal form(s) furnished by the CRA. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
3. Proposals having any erasure or corrections **MUST** be initialed by the Proposer in INK. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.
4. Firm must provide Harcopy (paper) submittal of price per square foot, see page 7 for submission requirement.
5. Firms are to submit responses on a thumb drive that is searchable in adobe format. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an “edit” “find” process to read the data/information, please make sure that the thumb drive is tested before submission. Provide six (6) thumb drives with your firm’s submittal
6. Hardcopy (paper) submittal of Bid Guarantee/Bond of \$5,000.

a. <u>Bid Guarantee/Bond</u> . Each proposer must provide with the submission a Bid Guarantee/Bond in the form of a Certified Check, or Cashier’s Check, or Bid Bond in the amount of five thousand \$5,000 payable to the City of Hallandale Beach.
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b. <u>Performance Bonds and Payment Bond Form</u> . The awarded firm(s) must submit with the signed Agreement a performance bond with good and sufficient surety acceptable to the City of Hallandale Beach. The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price. The awarded firm(s) will have 15 days from award of contract to provide the Performance Bond.
--

**SUBMITTAL MUST BE IN SEALED ENVELOPES AND MAILED OR HAND  
DELIVERED TO:**

<b>CITY OF HALLANDALE BEACH</b>
<b>CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES</b>
<b>400 SOUTH FEDERAL HIGHWAY, 2<sup>ND</sup> FLOOR</b>
<b>HALLANDALE BEACH, FL 33009</b>
<b>TITLED: RFP NO. FY2012-2013-CRA003 PRE-QUALIFICATION OF FIRMS FOR AFFORDABLE HOUSING</b>

7. **DATE/TIME OF PROPOSAL SUBMITTAL:**

Plainly mark on the outside of the envelope, the Proposal Number, Item Identification and Time and Date of Proposal Receipt.

**IT WILL BE THE SOLE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL REACHES THE OFFICE OF THE CITY CLERK OFFICE, CITY OF HALLANDALE BEACH ON OR BEFORE: APRIL 12, 2013 BY NO LATER THAN 4:00 P.M.**

8. **CONFLICT OF INTEREST:**

In the event the Contractor becomes aware of any conflicts or potential conflicts between the interest of the CRA and the interests of the Contractor, the Contractor shall immediately notify the CRA Executive Director, or designee, in writing, of such conflict. Written notice may be in the form of fax or email notification. Such conflict is defined as any client represented by the firm. In the event the CRA becomes aware of any conflicts or potential conflicts between the interest of the CRA and the interests of the clients of the Contractor, the CRA Executive Director or designee, shall promptly notify the Contractor of such conflict. The CRA and the Contractor shall attempt to resolve any such conflict in a manner mutually acceptable to the CRA and the Contractor.

If the conflict cannot be resolved to the satisfaction of the CRA, the CRA reserves the right to procure these services from other vendors with an appropriate reduction to the Contractors fee(s).

**9. BID GUARANTEE AND BOND REQUIREMENTS:**

a. Bid Guarantee/Bond. Each proposer must provide with the submission a Bid Guarantee/Bond in the form of a Certified Check, Cashier's Check, Bid Bond in the amount of five thousand \$5,000 payable to the City of Hallandale Beach.

b. Performance Bonds and Payment Bond Form. The awarded firm(s) must submit with a signed Agreement a performance bond with good and sufficient surety acceptable to the City of Hallandale Beach. The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price.

**10. PROPOSAL ACCEPTANCE PERIOD:**

Proposer warrants by virtue of submitting a proposal that costs, terms and conditions quoted in the Proposal will remain firm for acceptance until such time as CRA Board of Directors awards a contract as a result of this RFP.

**11. PUBLIC RECORDS:**

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. CRA's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the CRA, and to defend, indemnify, by Counsel chosen by the CRA Attorney, the CRA and CRA's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the CRA's treatment of records as public records.

**12. ADDENDA AND MODIFICATIONS:**

All addenda and other modifications to the documents or this RFP made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the proposal project document.

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If any addenda are issued, the CRA will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage [www.cohb.org/Bidnotifications](http://www.cohb.org/Bidnotifications). Firms are solely responsible to check the website or contact the General Services/Purchasing Department prior to the Proposal submittal deadline to ensure addenda has not been released. All Proposals shall be construed as though all addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the City.

13. **TAXES:**

The CRA is exempt from any taxes imposed by the State of Florida and/or Federal Government. Exemption Certificates provided on request.

14. **FAILURE TO SUBMIT PROPOSAL:**

If you do not submit a proposal, PLEASE return the form, "**UNABLE TO SUBMIT A PROPOSAL**", stating thereon and request that your name be retained on the City mailing list, otherwise, your name will be removed from the City's bid mailing list.

15. **SIGNED PROPOSAL CONSIDERED AN OFFER:**

The signed Proposal shall be considered an offer on the part of the Proposer or firm, which offer shall be deemed accepted upon approval by the CRA Board of Directors and in case of default on the part of the successful Proposer or firm, after such acceptance, the CRA may take such action as it deems appropriate, including legal action, for damages or specific performance.

16. **LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where Proposers are required to enter onto City of Hallandale Beach and/or CRA property to deliver materials or perform work or services, as a result of proposal award, the Proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The Proposer shall be liable for any damage or loss to the City and/or CRA occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of a contract as a result of the proposal.

17. **RESERVATION FOR REJECTION AND AWARD:**

The CRA reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The CRA also reserves the right to award the contract on such material the CRA deems will best serve its interests.

The CRA also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable CRA Department personnel). In addition, the CRA reserves the right to cancel any contract by giving thirty (30) days written notice. **The CRA reserves the right to negotiate the type and cost of specific types of services to be purchased. These negotiations may be held with one or more proposers, as is deemed in the best interest of the CRA.**

18. **OMISSION OF INFORMATION:**

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified will not relieve the Proposer from responsibility.

19. **SAMPLE FORM CONTRACT:**

The Vendor's Submission of an RFP response without identifying variances Expressly acknowledges and formally evidences the Vendor's acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Vendor.

20. **INSPECTION OF FACILITIES / SITE VISIT:**

Not applicable.

21. **PROPOSER'S COSTS**

The CRA shall not be liable for any costs incurred by proposers in response to the RFP.

22. **INVOICES/PAYMENT**

Contractor shall submit invoices on a monthly basis based on the Contract Cost Proposal as approved through the Contract award.

23. **NON DISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT**

Contractor shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CRA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

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Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship, and accessibility).

Contractor shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

## 24. **RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS**

### Protests

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of General Services Department. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed \$50,000.00, are not subject to protests.

### Time for Protest

The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of General Services Department must be made no later than (10) calendar days of approval of a contract by CRA Board of Directors.

### Form and Content of Protest

The protest shall be filed in writing with the Director of General Services and shall state the contested information about the RFP, RFQ or Bid.

General Services will provide a copy of the written protest to the CRA Attorney and other appropriate CRA staff.

### Protest Filing Fee

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the CRA in an amount equal to one percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than \$5,000.00. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of General Services and or the CRA Board of Directors, the filing fee shall be refunded to the protestor less any costs assessed under section "Costs" below.

### Costs

All costs accrued from a protest shall be assumed by the protestor.

### Authority to resolve protests

The Director of General Services shall have the authority, subject to the approval of the CRA Executive Director Manager and the CRA Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

### Special Magistrate

In the event the protest is not resolved by the Director of General Services, a hearing shall be scheduled by the City before a special magistrate selected by the CRA, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Director of General Services' findings are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.



## **XVI. TECHNICAL SPECIFICATIONS**

The CRA invites qualified respondents to submit a response to develop:

- Single Family residencies

Award of Contract as a result of this RFP may be made to one or more Contractors at the discretion of CRA Board. The Executive Director of the CRA will present an agenda item to the CRA Board providing the scores of each of the proposers along with a recommendation for award. The Agreement to be executed between the CRA and the selected Contractors is attached. Should the proposer have any recommended changes to this Agreement it must be stipulated in the applicant's initial submission in order to be considered

The Contractor shall execute the entire work described in the RFP and Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Construct Single Family Housing Units within the property lines of the specified lots according to the floor plans and specifications submitted by the applicant.

The project includes the development of the property and construction of the housing units in their entirety. More specifically, all site preparation, soil treatment, foundation, plumbing, electrical, mechanical, roofing, framing, drywall, insulation, windows, carpentry, doors, hardware, painting, lighting fixtures, kitchen cabinets and vanities, ceramic tile, custom carpets, and landscaping. Contractor shall be responsible for all pre-development costs including architectural/engineering fees, survey fees, permitting fees, and impact fees.

The CRA believes that the development should:

- be a natural extension of existing redevelopment efforts;
- include a mix of housing types and be for low to moderate income buyers;
- be integrated with the immediate surroundings;
- employ sustainable principles (i.e. environmental elements, etc);
- represent a timeless quality development where people want to live;
- take advantage of surrounding public transit routes;
- to encourage water and energy conservations components in the new construction.

The goal of this redevelopment is to ensure that the components of this project are affordable for the end user. The intent is for this project to be the catalyst for an affordable neighborhood that is a great place to live and responds to the needs of the community.

The qualified firms must find applicants that are eligible. Broward County eligibility for applicants are as follows:

- a. For low income applicants, at or below 80% of the area median
- b. For moderate income applicants, at or below 120% of the area median
- c. Application may not be anticipating or involved in any bankruptcy during the housing assistance application process
- d. Low income applicants, at or below 80% of the area median income are required to have a minimum of \$2,000 of their own funds, for down payment
- e. Moderate income applicants, at or below 120% of the area median income are required to have a minimum of 3% of their own funds, for down payment.

Current income limits are as follows: (amended from time to time by Broward County)

<b>Family Size</b>	<b>80% BMI</b>	<b>120% BMI</b>
1	\$40,150	\$60,240
2	\$45,850	\$68,760
3	\$51,600	\$77,400
4	\$57,300	\$85,920
5	\$61,900	\$92,880
6	\$66,500	\$99,720
7	\$71,100	\$106,560
8	\$75,650	\$113,520

**END OF SECTION**

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**Payment Draw Schedule for the Projects:**

Below is the payment draw schedule that will be part of the construction projects that Contracts must adhere to.

1. Lot prep, soil test, fill, drainage, permit fees	5%
2. Plumbing, Footings, Slab, Block, Lintels, Trusses and Sheeting	30%
3. Interior framing, Plumbing top out and tub set, Rough Electric, A/C rough	10%
4. Windows, Exterior trim, Stucco, Roof dry-in, Roof final	20%
5. Drywall rough, Wall insulation, Drywall finish, Cabinets, Vanities, Interior and exterior primer, exterior paint	15%
6. Floor tile, bath tile, Interior trim, Interior paint, Plumbing fixtures and trim, Electric fixtures and trim	10%
7. Driveway and walks, Patios, Landscape, A/C trim and compressor Appliances	10%
<hr/>	
TOTAL	100%

**END OF SECTION**

**XVII. PROPOSAL EVALUATIONS:**

1. **Criteria.** Following the opening of the response packages, firms that do not meet the Minimum Qualification Requirements set forth will not be considered further.

The firm that is prequalified will be required to maintain the Minimum Qualification Requirements through September 30, 2017.

Firms meeting the Minimum Qualification Requirements criteria will have their proposal evaluated by the criteria below. All proposers that have met Minimum Qualifications/Requirements criteria may be required to do oral presentations to CRA.

The CRA will bring an agenda item to the CRA Board listing all of the prequalified firms.

NUMBER	CRITERIA LISTED	POTENTIAL POINTS
	Did this firm affirm in their proposal that firm meets the Minimum Qualification Requirements outlined on page 2	YES NO
1.	Qualifications and Experience – Firm and Team <ul style="list-style-type: none"> <li>• Years in Business</li> <li>• Government Experience</li> <li>• Resumes and qualifications of project team</li> </ul>	20
2.	Past Performance (References)	10
3.	Proposer’s Approach to the Project <ul style="list-style-type: none"> <li>• Sound company financials</li> <li>• Experience in HB and/or Broward County</li> </ul>	15
4.	Desirability of proposed unit models <ul style="list-style-type: none"> <li>• Units are minimum of 1,100 s.f. and elevations are aesthetically beneficial to the neighborhood</li> <li>• Units meet City’s green building standards</li> <li>• Applicant’s models have been built in HB</li> <li>• Cost per square foot for different models</li> </ul>	25
5.	Community Benefit Plan <ul style="list-style-type: none"> <li>• Proposer commits to hiring local residents</li> <li>• Proposer commits to utilizing local vendors for materials and other services</li> </ul>	20
6.	Proposer ability to sell units to eligible buyers	5
7.	Crisis Management	5
8.	Oral Presentations	
	<b>TOTAL POINTS</b>	<b>100</b>

Notwithstanding anything to the contrary contained herein, CRA reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the CRA. CRA further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the CRA.

CRA will evaluate proposals and may conduct discussions with, and may require presentations by firms.

Oral presentations may be required from the responsive proposers in support of what has been provided in the proposals by each firm or to exhibit or otherwise demonstrate the information contained therein for clarification purposes. No new information or material not already provided in the firm's proposal is to be presented during oral presentations.

2. **Local Vendor Preference.** In addition to the foregoing criteria, may be entitled to additional consideration for local business certification pursuant to Section 23-105 of the Code of Ordinances of the City of Hallandale Beach, Florida, based on the following:

- 1) First, to bidders who maintain a place of business within the City of Hallandale Beach limits. Vendor is to submit with the proposal package proof of Florida Department of State Division of Corporation (Sunbiz) Annual Report issued one (1) year prior to bid submission for the appropriate goods, services or construction to be purchased; or
- 2) Second, to bidders who maintain a place of business within the County of Broward. Vendor is to submit with the proposal package proof of Florida Department of State Division of Corporation (Sunbiz) Annual Report issued one (1) year prior to bid submission for the appropriate goods, services or construction to be purchased; or
- 3) Third, to bidders who maintain a place of business with the State of Florida. Vendor is to submit with the proposal package proof of Florida Department of State Division of Corporation (Sunbiz) Annual Report issued one (1) year prior to bid submission for the appropriate goods, services or construction to be purchased.

**XVIII. COST PROPOSAL FORM**

The Contractor will provide all services and expenses necessary for the provision of the services as specified in this RFP. This cost is inclusive of all related expenses including contract administration, technical assistance, personnel training and certification, services for security, safety, and associated actions necessary for the Project by the Contractor as defined in the technical specifications, RFP and Contract.

Firms must provide the cost by completing the information below

Model 1 \$ per square foot	Model 2 \$ per square foot	Model 3 \$ per square foot
\$	\$	\$

**THIS PROPOSAL SUBMITTED BY:**

COMPANY:
ADDRESS:
CITY & STATE:
ZIP CODE:
TELEPHONE:
DATE OF RFP:
FACSIMILE NUMBER:
E-MAIL ADDRESS:
FEDERAL ID NUMBER:
NAME & TITLE PRINTED:
SIGNED BY:

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFP.



**SUPPLEMENTAL INFORMATION: REFERENCES**

1.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
2.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
3.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
1.	Delivery Time:
2.	Payment Terms:
3.	Years in Business:



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**AGREEMENT FOR RESIDENTIAL CONSTRUCTION SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, between the **HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**, a non-profit entity created pursuant to Florida Statutes, hereinafter referred to as the HBCRA” and **Blank** hereinafter referred to as the “CONTRACTOR”.

W I T N E S E T H:

WHEREAS, the HBCRA is desirous of retaining a general construction contractor to provide professional residential construction services on an as needed basis by the HBCRA; and

WHEREAS, the parties are desirous of providing for a method of payment to the CONTRACTOR for such services; and

WHEREAS, the parties are desirous of providing within the terms of this Agreement the flexibility for additional specific projects to be undertaken by the CONTRACTOR at the direction of the HBCRA.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained the parties hereby agree as follows:

1. The **Scope of Work** is for Residential Construction Services and other Construction services which address Construction projects as they present themselves during the agreement period.

The HBCRA anticipates that they may be in need of Construction services related to single family and multi-family housing construction during the term of this Agreement. The professional residential construction services provided throughout the term of this Agreement may be associated with the following and other Construction services as needed in support of the community redevelopment effort including, but not limited to providing design, construction documents, bidding, permitting, and construction administration services for various

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improvements on a continuing contract basis for projects in the CRA for which construction costs generally do not exceed \$1,000,000.

At this point and time, the level of work effort on any and all of the reference projects has not been determined. No assurance is given that any of the projects will materialize during the term of this Agreement and that the HBCRA specifically reserves the right to award any or all of said projects to its other construction contractors pursuant to the Florida Statutes and applicable procurement resolutions of the HBCRA.

2. The following **General Conditions** shall apply to this AGREEMENT and subsequent addendum:

- A. THE SCOPE OF WORK may be implemented in phases as set forth by this Agreement and by WORK ASSIGNMENTS, which are attached hereto and made a part hereof, and as also may be added as approved by the HBCRA from time to time.
- B. A WORK ASSIGNMENT is a form to be used to authorize work, projects, and services. The form shall be executed by the HBCRA'S and CONTRACTOR'S representatives. A HBCRA project tracking name or number shall be identified on the form. A sample form of the service authorization is attached as Exhibit B to this AGREEMENT. The projects, work, and services to be performed by the CONTRACTOR and time for completion of the particular phase of the work by CONTRACTOR, shall be authorized by a WORK ASSIGNMENT. The WORK ASSIGNMENT shall include the scope of work to be performed; the budget cost, complete with an itemization of reimbursable expenses, and other related costs; schedule for completion and name of project manager. The CONTRACTOR agrees not to bill the HBCRA for meetings required to negotiate or finalize the WORK ASSIGNMENT. The WORK ASSIGNMENT shall be signed by the HBCRA and the CONTRACTOR'S authorized representative.
- C. PHASES: A phased approach may be utilized. The HBCRA and the CONTRACTOR shall have the right to negotiate the terms of each phase as contained within each WORK ASSIGNMENT, and to reject any work assignment, if the parties cannot agree to the terms of the service authorization. The CONTRACTOR agrees not to bill the HBCRA for meetings required to negotiate or finalize the scope of work within each phase. In the event the parties cannot agree, the HBCRA may select the next proposer or go out for additional proposals in order to complete the subsequent phase(s) of the project. This phased approach shall not waive the HBCRA's right to terminate the contract during any phase of the project.

3. The **Term of this Agreement** shall be for a period of three (3) years from the date of execution by the HBCRA. The HBCRA reserves the right to renew this Agreement on an annual basis for up to three (3) additional years thereafter, by providing the CONTRACTOR with written notice of HBCRA's election to do so, prior to the expiration of the then current term. Notwithstanding the foregoing, either party may cancel this Agreement upon thirty (30) days advance written notice.

4. The CONTRACTOR shall be deemed to be the "**CONTRACTOR of Record**" for the HBCRA for specific projects assigned to the CONTRACTOR during the term of this Agreement and the Executive Director or designee of the HBCRA is designated as the HBCRA's liaison with the CONTRACTOR. The CONTRACTOR designates \_\_\_\_\_ as its liaison with the HBCRA. Any changes to the above designations shall be requested in writing to the HBCRA and shall be approved by the HBCRA. The general duties of the CONTRACTOR are as follows:

- A. The relationship of the CONTRACTOR to the HBCRA will be that of a professional CONSTRUCTION CONTRACTOR, and the CONSTRUCTION CONTRACTOR will provide the professional and technical services required under this AGREEMENT in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the CONSTRUCTION CONTRACTOR, its agents, subcontractors, and employees shall be independent contractors at all times.
- B. Professional and Technical Services. It shall be the responsibility of the CONTRACTOR to work with the HBCRA and appraise it of solutions to problems and the approach or technique to be used towards accomplishment of the HBCRA'S objectives as set forth in WORK ASSIGNMENTS, which will be made a part of this AGREEMENT upon execution by both parties.
- C. The scope of services to be provided shall be covered in detail in WORK ASSIGNMENTS.
- D. The HBCRA has established a budget for each project awarded to CONTRACTOR. The CONTRACTOR shall be responsible for providing, at no additional cost to the HBCRA, new designs, drawings, specifications, reports and other applicable services if the budget for the entire project is exceeded by more than five percent (5%) during and up to completion of the construction phase of the project; however, nothing contained herein shall require the CONTRACTOR to bear additional costs if the additional costs are a result of a change in the scope of services directed by the HBCRA, delays in proceeding with the construction schedule, or other matters reasonably beyond Contractor's control. The

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CONTRACTOR shall utilize its best efforts to design the project to meet the approved budget.

- E. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, compliance with regulations and rules, and the coordination with all appropriate agencies of all designs, drawings, specifications, reports and other services furnished by the CONTRACTOR under this AGREEMENT. If the HBCRA determines that within industry standards there are any errors, omissions or other deficiencies not caused by sources outside of the Contractor's control in the CONTRACTOR'S designs, drawings, specifications, reports and other services within the scope of services for said projects, the CONTRACTOR shall, without additional compensation, correct or revise said errors or omissions.
  - F. Approval by the HBCRA of drawings, designs, specifications, reports and incidental professional services or materials furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical adequacy of its work. The HBCRA'S review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.
  - G. The CONTRACTOR shall attend all meetings, as specified or as defined under Paragraph 1. above and/or each work assignment of the HBCRA Board or any City approval Board, where the project is discussed, unless the HBCRA's Executive Director or designee declares such attendance and participation is not necessary. In addition, the CONTRACTOR shall attend all additional meetings as may be required to facilitate the project.
4. The **Method of Payment** for the services rendered by CONTRACTOR shall be as follows:
- A. The HBCRA agrees to pay the CONTRACTOR for all services rendered based upon the established rate including overhead and profit as shown in Exhibit A. The rates listed in Exhibit A will be effective during the initial three-year term of this Agreement. The rates will be revised annually thereafter and modified upon approval of the HBCRA.
  - B. For each WORK ASSIGNMENT, other than Residential Construction services, a budget cost ceiling for the professional services will be established by the parties. Compensation to the CONTRACTOR shall not exceed the budget cost ceiling for the work assignment without prior authorization from the HBCRA by written amendment to the work assignment.

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C. Payment shall be monthly in accordance with the established Draw Schedule.

5. The parties hereby agree to negotiate specific case-by-case addenda to this Agreement to provide the scope of specific services for individual projects through the **WORK ASSIGNMENTS** the CONTRACTOR is directed to perform by the HBCRA. Such specific projects shall be of a Residential Construction nature. In the event of a specific project, the HBCRA reserves the right to request compensation for such specific projects to be negotiated on either a lump sum method, cost plus fixed fee method, or square footage cost method.

6. All **DRAWINGS, MATERIALS, REPORTS** and other media developed by the CONTRACTOR, pursuant to this Agreement, shall become sole and exclusive property of the HBCRA and the CONTRACTOR shall deliver same to the HBCRA, in a timely manner, upon written request by the HBCRA for same. All documents including drawings and specifications prepared or furnished by CONTRACTOR (and Contractor's independent professional associates, subcontractors and CONSTRUCTION Contractors) pursuant to this Agreement are instruments of service in respect of the Project and CONTRACTOR shall retain an ownership and property interest therein whether or not the Project is completed. The HBCRA may make and retain copies for information and reference in connection with the use and occupancy of the Project by the HBCRA and others; however, such documents are not intended or represented to be suitable for reuse by the HBCRA or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONTRACTOR, or by Contractor's independent professional associates, subcontractor or CONSTRUCTION Contractors, shall be at HBCRA's sole risk and without liability to CONTRACTOR and the HBCRA shall indemnify and hold harmless CONTRACTOR and Contractor's independent professional associates, and subcontractors and from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle CONTRACTOR to further compensation rates to be agreed upon by the HBCRA and CONTRACTOR.

7. Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the HBCRA (or for such duration as it otherwise specified hereinafter), the following **INSURANCE COVERAGES**:

CONTRACTOR shall maintain for the duration of and in full compliance with the Agreement insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the contractor, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR'S price.

I. Minimum Scope of Insurance

A. Commercial General Liability, including:

1. Premises and Operations.
2. Explosion, Collapse and Underground
3. Products and Completed Operations
4. Blanket Contractual Liability  
(see Hold Harmless Agreement and #VII below)
5. Independent Contractors
6. Broad Form Property Damage
7. Personal Injury Liability
8. Owner's and Contractor's Protective Policy, issued by the same insurance company as that issuing liability insurance above (I.A.). The policy must be submitted to the Risk Manager and be issued in the name of the CRA.
9. Fire Legal Liability
10. Incidental Medical Malpractice

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B. Automobile Liability Insurance, including:

1. Owned Automobiles.
2. Nonowned Automobiles.
3. Hired Automobiles.

C. Workers' Compensation Insurance.

D. Employer's Liability Insurance.

E. Builder's Risk Insurance.

F. Professional Liability Insurance

II. Minimum Limits of Insurance

A. Commercial General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

B. Auto Liability:

\$1,000,000 combined single limit per occurrence for bodily injury and property damage arising from the operations of all Owned Automobiles, Nonowned Automobiles and Hired Automobiles.

C. Workers' Compensation:

Workers' Compensation Insurance as required by the State of Florida. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

D. Employer's Liability:

\$100,000 limit per occurrence,  
\$500,000 annual aggregate for disease,  
\$100,000 limit for disease of an individual employee.

E. Inland Marine Builder's Risk Insurance:

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CONTRACTOR, prior to notice to proceed or commencement of Work, whichever occurs first, agrees to maintain an Inland Marine Builder's Risk insurance coverage form with an amended policy period of no less than 22 months, if available, providing coverage to protect the interests of the CRA, Contractor, sub-contractors, including property acquired under a sales tax incentive program, property in transit, and property on or off premises, which shall become part of the Work.

Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to one-hundred 100% of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders. This policy shall also include Delay Cost coverage for soft costs, which shall at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering, contractor's overhead and general Conditions, and equipment rental. The period of indemnity shall not be less than 12 months and the limit of Delay Cost coverage not be less than ten percent (10%) of the projected completed value of the Work and shall be a scheduled limit on the policy in addition to a scheduled limit for the hard cost coverage. The waiting period for Delay cost coverage may not exceed 30 days. Collectively, the scheduled soft cost limit and hard cost limit may equal one hundred percent (100%) of the projected value of the Work, unless the builder's risk carrier requires the Delay Cost coverage to be in addition to the 100% projected value of the Work. Contractor agrees to be responsible for reporting increases in the projected completed value of the Work due to Change Orders to its insurance carrier.

CONTRACTOR further agrees that any flat deductible (s) shall not exceed \$100,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sublimit shall not be less than 20% of the projected completed value of the Work for this policy. The Contractor agrees to endorse the Inland Marine Builder's Risk insurance with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the CRA. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the CRA's interest in the building ceases, or the building is accepted or insured by the CRA.



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The Contractor agrees to endorse the CRA as “Additional Insured” on the Inland Marine Builder’s Risk Insurance coverage form.

F. Professional (Errors & Omissions) Liability of not less than \$1,000,000 per claim, \$1,000,000 Annual Aggregate, or a Combined Single limit. The Contractor agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of services hereunder. The Contractor agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis.

Flood Insurance: Once an elevation certificate is available for each building, as defined by the National Flood Insurance (NFIP), under the Work the Contractor agrees to maintain a NFIP General Flood Policy on each building under construction in the amount of \$500,000 for building coverage or the replacement cost of the building, whichever is less. The flood deductible for the building coverage may not exceed the standard deductible offered by the NFIP. Contractor agrees to endorse the CRAy as a “Loss Payee on each flood policy required herein.

### III. Deductibles and Self-Insured Retentions

#### A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the CRA.

#### B. Retention Levels:

The CRA has the option to reduce or eliminate any deductible or self-insured retention maintained by the contractor.

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IV. Other Insurance Provisions

The policies shall contain the following provisions:

A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the CRA. There are not to be any special limitations on the protection being provided to the CRA, its officials, officers, employees or volunteers.

B. Contractor's Insurance is Primary:

The contractor's insurance coverages shall be primary insurance with respect to the CRA's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the CRA, its officials, officers, employees, or volunteers shall be excess of the contractor's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CRA, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The contractor's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

E. 30 Days Notice:

The following clause shall be included in all policies:

This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the CRA.

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F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the contractor's insurance company.

1. If no such definition of the insured is quoted in the insurance, the contractor must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

G. Bonds:

The following bonds are required:

1. Contract Bid Bond in the amount of \$5,000.
2. Performance Bond.
3. Maintenance Bond effective for one year after issuance of a valid Certificate of Occupancy by the Building Official.
4. Labor and Materials Payment Bond.

V. Acceptability of Insurance Company

A. Florida State Licensed:

All insurance policies and bonds herein required of the contractor shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

VI. Verification of Coverage

A. Certificates and Endorsements Provided:

The contractor shall furnish the CRA with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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C. Coverage Continuation:

Insurance coverage required in these specifications shall be in force throughout the contract.

Should the contractor fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the City shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the contractor and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the CRA, the contractor shall furnish certificates of insurance evidencing renewal of such coverage to the CRA.

VIII. Limited Contractual Relationship

Nothing contained in these contract specifications shall be construed as creating any contractual relationship between any of the contractor's subcontractors or suppliers and the CRA. The contractor shall be as fully responsible to the CRA for acts and omissions of all subcontractors and suppliers and of all persons employed by the subcontractors and suppliers, as the contractor is for acts and omissions of persons directly employed by the contractor.

A. Joint Venture:

The parties agree that this agreement shall be the whole and total agreement between the parties, and the contractor is undertaking its activities as for its sole use and benefit and this agreement or the activities resulting therefrom shall in no way be construed to be a joint undertaking with the CRA, nor is the CRA in any way assuming responsibility or benefits of the contractor's activity. The contractor acts independently and in its own right, risk and responsibilities. The CRA assumes no direction, control, responsibility or liability for the activities of the contractor and, by the execution of this agreement, does not endorse or undertake any activity heretofore conducted by the contractor.

IX. Other Requirements

A. Subcontractors' Insurance Requirements:

Contractors shall include all subcontractors as its insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverages. All coverages for subcontractors shall be subject to all the requirements stated herein.

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8. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or **CONSTRUCTION CONTRACTOR** under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** (Currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

9. **DEFINITIONS.** In addition to the terms defined throughout this Contract, whenever the following terms are used in this Contract or in the other Contract Documents, they shall have the following meanings:

- a. **Contract Documents.** Shall consist of this Contract and all schedules and exhibits hereto, the Plans, Specifications, all Change Orders and addenda (if any) issued subsequent to the Effective Date of this Contract.
- b. **Effective Date.** The date on which this Contract is effective which is hereby stipulated to be the date when the last of the Owner and Contractor sign this Contract.
- c. **Owner.** Person or persons processing exclusive legal title of property for which construction of residential unit.
- d. **Plans.** The graphic and pictorial portions of the Contract Documents, identifying the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams, all as more particularly described in Schedule
- e. **Project.** The entire construction of the Work to be performed as provided in the Contract Documents.
- f. **Property.** The real property constituting the site for the Project in which Owner possesses exclusive legal title described in Schedule 1.8 attached hereto.
- g. **Specifications.** That portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work all as more particularly described in Schedule

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- h. **Subcontractor.** An individual or entity (other than the Contractor) having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work on the Project.
  - i. **Work.** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor or its Subcontractors under the Contract Documents.

10. **THE CONTRACT DOCUMENTS.** The Contract Documents form the entire agreement between the Owner and Contractor. However, the Contract Documents shall not be construed to create a contractual relationship of any kind:

(a) between the Owner and a Subcontractor or sub-subcontractor; or (b) between any persons or entities other than the Owner and Contractor. Further, unless specifically stated in this Contract, the Contract Documents do not include other documents such as bidding requirements, advertisements or invitation to bid, instructions to bidders, sample forms, the Contractor's bid or portions of addenda relating to bidding requirements or any verbal promises or representations, all of which are merged herein.

11. **THE WORK.** The Contractor shall supervise all the Work and supply the labor, materials and equipment required by the Contract Documents for the preparation of the work site and the construction of all improvements shown or described in the Contract Documents.

12. **MATERIALS AND LABOR.** All materials, equipment and labor required to perform the Work will be by furnished by Contractor and such materials will be new and of good quality as specified, and all work and labor will be performed in a good and workmanlike manner.

13. **CHANGES IN THE WORK/SELECTIONS.**

13.1 The Owner shall have the ability to make minor changes in the nature of additions, deletions, or modifications to the Plans and Specifications during construction; provided that Owner and Contractor are able to reach an agreement on the additions to the Contract Price and Completion Date.

13.2 All extras, changes and modifications will be in the form of a written agreement signed by the Owner (if there is more than one Owner, the signature of any Owner will bind all Owners) and shall also be signed by the Contractor acknowledging the date, an adequate description of what is changed, any amendment to the Total Contract Price and amended Estimated Completion Date ("Change Order"). No changes of any nature shall be started or made without a fully

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completed Change Order signed by Contractor and Owner. If, however, the Owner demands extras or changes in the Work and subsequently fails or refuses to execute a Change Order, Contractor shall be entitled to a reasonable increase in the Total Contract Price (which may include an increase in the Contractor's Fee) and the Completion Date. The Completion Date shall be extended by the additional time which the Contractor determines is necessary to complete the change which shall include the time necessary to order and obtain delivery of materials.

13.3 Contractor reserves the right to refuse to accept any request for changes to the Plans and Specifications after construction has commenced. Payment of any increase in the Total Contract Price shall be paid in full at the execution of the Change Order. If the Change Order is not executed and payment is not made as set forth herein, Contractor shall not be obligated to proceed with the Change Order. Prices for such changes shall be based on Contractor's estimation of the cost for the change plus charges for management and supervising modifications, handling and purchasing special orders, service and guarantee of special purchases or installations, sales tax and costs related to changes.

13.4 Owner agrees and acknowledges that it is imperative for Owner to make all "Selections" for the Project prior to the commencement of construction in order to efficiently coordinate the performance of the Work and that subsequent Change Orders may entail increased charges a result of Contractor being required to coordinate the Work. "Selections" as used in this Contract shall mean and include, without limitation, stain, paint, all flooring, ceilings, hardware, cabinets, landscaping, plumbing fixtures, countertops, moldings, fixtures, wood grain, roof tile, color, style of various items, appliances, etc. Therefore, Owner agrees to provide Contractor with a written list signed by Owner identifying all Selections by the earlier to occur of: (i) three (3) months from the Effective Date hereof; or (ii) receipt of a building permit to commence construction (the "Selection Period").

13.5 All Selections for overhead, profit, and supervision at the time of the execution of the Change Order.

13.6 Owner and Contractor agree that any changes to the Plans and Specifications required by changes in the applicable Codes taking effect after the execution of this Agreement shall be processed by Contractor and in the event such change results in an increase in the Contract Sum Contractor shall submit a Change order to Owner which Change Order shall be promptly executed and paid by Owner.

**14. DUTIES AND RIGHTS OF OWNER.**

14.1 Contractor shall provide to Owner, at Owner's expense, a survey, prepared by a state certified surveyor, which includes a legal description of the Property and describes the physical characteristics, legal boundaries, utility locations.

14.2 Owner shall have the right to visit the Property from time to time during the period of construction.

14.3 Owner agrees that all matters pertaining to this Contract shall be addressed with Contractor's representatives at Contractor's main office Monday through Friday and not with construction supervisors, foremen or workmen, unless Contractor requests a meeting with Owner at the Property during such times.

14.4 As a condition precedent to Contractor's performance of its obligations under this Contract, Owner shall execute and record a Notice of Commencement, in the form required by Florida law, in the Public Records of Broward County.

14.5 Owner agrees to fully cooperate with the Contractor to enable the Contractor to complete the Work in a timely fashion and agrees to execute such instruments as may be necessary from time to time to facilitate the completion of Contractor's duties.

14.6 If a portion of the Work has been covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall be charged to and paid by the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner, in which event the Owner shall be responsible for payment of such costs.

14.7 Owner shall, at the request of the Contractor, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

14.8 The Owner shall secure and pay for all necessary approvals, fees, easements, assessments and charges required for construction, use or occupancy for the Project.

14.9 Owner shall make all payments of the Total Contract Price timely and directly to the Contractor and shall not deliver any payments directly to Subcontractors or suppliers unless authorized by Contractor.

14.10 In addition to the Total Contract Price and other costs for which Owner is responsible identified in this Contract, Owner shall pay: (i) all taxes required by law in connection with Work on the Project in accordance with this Contract including: sales, use, and similar taxes; (ii) any Utility Contribution Fees or Utility Connection Fees; (iii) any costs and expenses incurred



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for variances or other requirements set by Architectural Review Boards and/or any other agencies; (iv) any costs incurred in the removal of any protected animals or trees required to be removed by any state or federal agency; (v) any "Builder Deposits" required by any homeowners association, or others; and (vi) all other costs required to be paid by Owner under this Contract.

14.11 Owner shall verify all Plans and Specifications. If there are omissions or discrepancies in the Plans and Specifications, the Owner shall notify the Contractor in writing prior to commencement of construction. Owner's failure to do so will result in any changes to correct any omissions or discrepancies being considered a Change Order subject to the provision of Section 5 hereof.

14.12 Owner acknowledges and understands that all dimensions are approximate. Contractor may modify the dimensions as Contractor deems necessary or if field conditions warrant.

14.13 Owner shall be responsible for any road damage caused by heavy equipment accessing the Property.

14.14 Owner shall make no agreement with any tradesperson, supplier, or subcontractor without prior written consent from the Contractor.

14.15 Owner will perform no work on the Project and will not direct any other individual or entity to do so without the express written consent of the Contractor.

14.16 Owner is responsible for all items identified in deed restrictions and/or subdivision requirements.

14.17 Owner shall comply with all insurance requirements set forth in Section 21.

## **15. DUTIES AND RIGHTS OF CONTRACTOR**

15.1 The Contractor shall be solely responsible for all construction under this Contract, including the techniques, sequences, procedures, and means, and for coordination of all Work. Contractor shall supervise and direct the Work to the best of its ability.

15.2 The Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the Work herein.

15.3 The Contractor agrees to keep the Property free of waste material and rubbish caused by the Work.

15.4 Contractor's obligations prior to the commencement of Work are as follows:

15.4.1 To obtain all Certificates of Insurance required under this Contract; and

15.4.2 Contractor shall (at Owner's cost) obtain all permits and licenses required by any statutes, rules or other regulations to enable Contractor to perform the Work under this Contract.

15.5 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Contractor shall be entitled to reasonable additional compensation or extension of time claimed by the Contractor on account of an emergency.

16. **CONCEALED, AND UNFORESEEABLE CONDITIONS.** If conditions are encountered on the Property which are: (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or (ii) unusual unknown physical conditions which differ materially from conditions ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Contractor will promptly investigate such conditions and, if they differ materially and cause an increase in the Contractor's cost of, or time required for, performance of any part of the Work, Owner shall be responsible for such increase in cost and the Estimated Completion Date shall be extended accordingly.

17. **TIME OF COMMENCEMENT AND COMPLETION.**

17.1 The Work to be performed under this Contract shall be commenced within two (2) weeks after the issuance of all permits for the Project and Owner's delivery of a signed, recordable Notice of Commencement to Contractor (the "Commencement Date").

17.2 It is **estimated** that the Project will be completed within \_\_\_\_\_ days/ months after the Commencement Date (hereafter "Estimated Completion Date"). Owner acknowledges and agrees that Contractor does not guarantee any specific date of completion and Contractor shall have no responsibility or liability as to an exact date of completion. The Estimated Completion Date may be extended because of any actions or inactions of the Owner or any employee, thereof, or by delays related to Change Orders, Selections, Allowances, or by labor disputes, material shortages, fire, and unusual delay in transportation, adverse weather conditions not reasonably

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anticipated unavoidable casualties, acts of God, financing delays or any causes beyond the Contractor's control.

17.3 Owner understands and agrees that Owner's failure to timely provide the Contractor with final Plans and Specifications may result in an increase to the Contract Price if costs for materials and labor increase during any such delay. Owner further acknowledges that Owner's decisions, failure to make decisions and the nature, type and timing of Owner's Selections may greatly impact Contractor's ability to timely perform the Work. Contractor reserves the right to increase the Contract Price for delays in construction caused by Owner's actions or inactions. Such, increases in the Contact Price may include but not be limited to, cost increases, code and regulation changes, extended overhead and supervision of Contractor allocated to the Work. Owner and Contractor agree that in addition to documented cost increases relating to the acts of Owner, Contractor may increase the Contract Price at the rate of one percent (1%) per month if the start progress or completion is delayed at any time for causes created or controlled by Owner, in order to offset costs which cannot be documented by the Contractor such as extended overhead and supervision.

#### **18. CONTRACT PRICE/PAYMENT.**

18.1 The Owner agrees to pay the Contractor for the construction of the Project on a square foot of construction price, as indicated in Scope of Services (Exhibit A). All air conditioned spaces, porches and garages will be included in the calculation and charged at the same rate. The determination by the architect responsible for the design of the Residence as to square footage shall be binding on all parties. Based on the foregoing, the total contract price for this project shall not exceed the per square foot construction cost, multiplied by the total square footage, exclusive of land clearing costs and expenses (the "Maximum Contract Price"). The Maximum Contract Price is based upon the current plans and specifications. Any adjustments to the plans and specifications shall result in a corresponding adjustment in the Maximum Contract Price. Additionally, the Maximum Contract Price is based upon costs for materials and labor available to Builder on the effective date of this Agreement, any increases in Contractor's actual costs in excess of 20% shall be charged to Owner. Such increase are not expected to occur but may result from various market conditions such as hurricanes and other natural disasters which may reduce the availability of building supplies in the area.

The Contract Price shall be payable in accordance with the payment schedule attached hereto and incorporated herein as Exhibit B (the "Draw Schedule"). Payments (as per the Draw Schedule)

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shall be due and payable in full to Contractor within ten (10) days notice from Contractor to Owner of the satisfaction of each draw requirements. Contractor's performance is conditioned on the timely payment of each payment. Contractor, in its discretion, shall be permitted to cease construction until such time as each due payment is paid in full. Further, the Estimated Completion Date shall be extended proportionately and the Total Contract Price shall be increased by the amount of Contractor's reasonable costs for shutting down, delays and restarting Work. Contractor may exercise this right for each draw and Contractor's failure to do so with any demanded payment shall not constitute a waiver of Contractor's rights to cease construction. Each Draw Schedule shall be accompanied by evidence, reasonably satisfactory to Owner, reflecting the payments made to third parties from the immediately preceding draw disbursement made by Owner to Contractor.

18.3 Owner recognizes and agrees that all expenses relating to any such loan and the Property, including but not limited to, homeowners' association fees, real estate taxes, title insurance, title updates, closing costs, and loan expenses shall be the sole responsibility of Owner.

18.4 Additionally, should Owner fail to make any payments within ten (10) days of the due date as set forth by this Contract, Owner agrees to pay a sum equal to the highest rate allowed by Florida law from the date due until the payment is received. Any agreement by Contractor to extend the payment date shall not be a waiver of Contractor's right to require other payments be timely paid.

18.5 Owner will be given an opportunity, prior to final payment, on the date and at the time scheduled by Contractor, to inspect the Project with a representative of Contractor. At that time, Owner agrees to sign a statement listing any defects in workmanship or materials, which Owner discovers ("Contractor's Inspection Certificate"). If any item listed is actually defective in workmanship or materials, Contractor will be obligated to correct those defects at its cost within a reasonable period of time after closing (not to exceed twenty (20) business days, excepting delays for product unavailability, labor stoppages, acts of God, etc.), but Contractor's obligation to correct the same will not be grounds for delaying the final payment or for imposing any conditions on the final payment. Owner recognizes and agrees that Contractor may still be in the process of completing the finishing details and landscaping or the Project or other areas at the time of final payment. Failure of Owner to participate in the inspection prior to final payment shall be deemed to be a waiver of that right.

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19. **ALLOWANCES.** The Owner agrees that the Contractor has provided Owner with a list identifying specific amounts that have been allocated to certain items to be included in the Residence (the "Allowances"). These Allowances have been included in the Contract Price. A schedule identifying the Allowances under this Contract is attached hereto as (the "Allowance Schedule"). Owner agrees that the items and amounts set forth in the Allowance Schedule are the Contractor's estimate of the standard items Contractor would normally include in the Residence ("Builder's Choice"). Owner may, by notice to Contractor as set forth in this Agreement, elect to use these Allowances to upgrade the items in the category for which the allowance is provided. In the event Owner elects to make such an upgrade, the upgrade shall be treated as a Change Order and the difference between the allowance and the item selected in the Change Order shall become immediately due and payable to Contractor. Any items not set forth in the Allowance Schedule shall be selected by the Contractor in accordance with the Contractor's usual and customary building practices.

20. **ARCHITECTURAL REVIEW COMMITTEE.** Owner acknowledges that construction of the Project may be subject to a community architectural review committee ("ARC") and the parties hereto agree that any changes in the plans or specifications required to be made by the ARC shall have the approval of both parties hereto and they also agree to work together in making any changes to accommodate the ARC. Such changes shall be made by Change Order pursuant to Section 5 hereof. Owner warrants, by executing this contract, that this Project is not subject to any regulation and/or approval of such a committee or that the requisite approval has been obtained and that the Project may be completed at this time without any further action with or that is required by such a committee.

21. **INSURANCE.** Contractor, at Owner's expense shall obtain and maintain Builders Risk insurance, including theft, naming Owner and Contractor as co-insured's as their interests may appear. Such insurance shall also provide Contractor with thirty (30) days notice prior to cancellation. If Contractor procures this insurance, Owner will promptly reimburse the cost incurred by Contractor promptly upon receipt of an invoice for same. Contractor shall be fully covered by comprehensive liability and workman's compensation insurance.

22. **POSSESSION.** Owner shall in no event take possession of the Residence or occupy the Residence prior to final completion and acceptance of all improvements and final payment of all

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sums due Contractor under this Contract. No furniture, fixtures, personal property or finish materials of any kind may be installed or placed in the Residence by the Owner until all amounts due to Contractor have been paid in full and the Certificate of Occupancy has been issued by the applicable governmental agency. Possession, or occupancy prior to such final acceptance and final payment shall constitute final acceptance and a waiver of any and all further obligations to be performed by Contractor, including all warranties for the full contract sum provided for herein unless otherwise agreed in writing.

**23. LIMITED WARRANTY.**

**23.1** Contractor agrees to repair, at Contractor's own cost and expense for a period of one (1) year from the date of Certificate of Occupancy, all work that may prove within the one (1) year period of time, to be defective in accordance with the standards of construction prevailing in Broward County, Florida, except as expressly set forth herein. It is specifically understood that these obligations shall be void if the need for such repairs arises by any act or failure to act by Owner or Owner's agents, servants, invitees, or employees or if such need arises by virtue of any act of God, or if Owner attempted to repair same without first giving Contractor thirty (30) days prior written notice thereof. This warranty shall be the only warranty that Contractor shall make or be obligated to make regarding the Project. Owner agrees that Contractor and Contractor's employees, agents, brokers or other representatives make no additional warranty, representation or undertaking of any kind, express or implied and that this warranty shall in lieu or any other warranty, express or implied, including but not limited to any implied warranty of merchantability, habitability, quality or fitness for a particular purpose.

**23.2** Upon receipt of final payment, Contractor shall deliver to Owner all manufacturer's warranties, if any, covering the consumer products to be conveyed to Owner herein, provided, however, that Contractor shall not thereby be deemed to warrant any such consumer products in any way, either express or implied, or to adopt any such manufacturer's warranty thereof.

**23.3** Notwithstanding anything contained herein to the contrary, the Owner acknowledges that because of soil conditions and other factors common to conditions in Florida, poured concrete surfaces such as concrete slabs, driveways, entry walks, patios and pool decks are susceptible to cracking. Accordingly, there is no warranty for cracking of poured concrete surfaces or floor coverings on top of poured concrete surfaces. It is expressly agreed and understood that verbal promises and representations are not valid and that Contractor hereby, expressly disclaims any promises or understandings not specifically contained or described in this Contract. Contractor shall not be liable for consequential damages or economic loss.

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23.4 Owner's sole remedy for breach of this Limited Warranty shall be the right to require Contractor to repair or replace the defective workmanship or material. This Warranty is extended only to Owner and the original purchaser from the Owner (the "Original Purchaser") and is not transferable to any successor to such purchaser. All obligations under this Limited Warranty terminate upon any sale or transfer of the Property by the Original Purchaser to a subsequent owner.

**23.5 Notwithstanding the foregoing, Contractor's obligation with regard to landscaping (including, but not limited to, both hard scape and soft scape) and other plants placed upon the property shall be limited to proper irrigation and is not liable for any other damage thereto sustained after installation, including, but not limited to, damage caused by natural disasters such as hurricanes and other weather related events.**

23.6 Contractor will perform the work in a good and workmanlike manner and in accordance with applicable building codes. All materials will be new and of quality generally accepted in the building trade. Contractor will indemnify and hold the HBCRA harmless from all loss, cost, and expense arising out of any claim by the owner of the premises that the home was not constructed in accordance with any express or implied warranty.

## 24. **DEFAULT.**

24.1 If Owner fails to perform any of the covenants of this Contract and Contractor elects to terminate this Contract because of such default, Contractor shall notify Owner in writing specifying the nature of the default. Owner shall have ten (10) days from the date of the delivery of the notice to cure the default. In the event Owner does not cure the default in the allotted time, Owner shall reimburse Contractor for all sums expended by Contractor pursuant to this Contract and shall also pay Contractor. It is expressly agreed by the Parties that it is impractical and extremely difficult to fix actual damages which may result from the Owner's breach of this Contract for one or more of the following reasons: (a) the difficulty of the Contractor to prevent a breach of this Contract by the Owner; (b) the difficulty of the Contractor to calculate actual damages, including lost profits and loss of business resulting from a default by Owner in violation of this Contract; (c) the difficulty to ascertain the impact of a breach of this Contract on the Contractor's customers and business; and (d) the difficulty that the Contractor may experience in obtaining timely injunctive relief. The Contractor shall be entitled to receive the Liquidated Damages from Owner and Owner shall pay within five (5) days of notice from the Contractor. The Liquidated Damages shall be due and payable in a lump sum to the Contractor. It is expressly acknowledged by the Owner that said payment shall not be

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interpreted or construed as a penalty but is in fact a good faith attempt to fix damages which the Contractor will suffer in the event of a breach of this Contract. It is also agreed that this provision shall not be construed to restrict the Contractor's right to injunctive relief but shall be the Contractor's exclusive remedy at law for damages. Any monies due hereunder shall bear interest from the due date thereof at the highest rate allowed by Florida laws.

24.2 If Contractor defaults under this Agreement, Owner shall provide Contractor with ten (10) days notice specifying the nature of the default. Contractor shall not be in default if the default is remedied by Contractor within ten (10) days of Contractor's receipt of Owner's notice, or if such default is not capable of being cured within the ten (10) day period, as long as Contractor is exercising its best efforts to diligently remedy the default. If Contractor fails to cure or attempt to cure as set forth above, then Owner may terminate this Contract and Contractor shall only be entitled to receive payment for work completed and Owner shall assume responsibility for any uncompleted and unpaid work.

24.3 If either party files for bankruptcy protection under any federal or state law, the other party may at its sole option elect to terminate this agreement upon three (3) days advance written notice and thereafter all parties shall be released of all further obligations hereunder and payments shall be due only for services rendered or obligations incurred prior to the effective date of such termination.

## 25. **ARBITRATION**

25.1 In the event of any claim, dispute, and other matter between the Contractor and Owner relating to or arising out of this Contract, or the duties, responsibilities or obligations of Contractor or Owner under this Contract, such dispute shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then applicable. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law of the Florida Arbitration Code, Chapter 682. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

25.2 Notice of demand for arbitration shall be delivered in writing to the other party to this Contract and with the American Arbitration Association. The demand for arbitration shall be made with a reasonable time after the claim, dispute, or other matters in question have arisen and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.



26. **RADON GAS.** Radon is a naturally, occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Department.

27. **MISCELLANEOUS**

27.1 This Contract shall be construed in accordance with and governed by the laws of the State of Florida and exclusive venue for all actions arising from or relating to this Contract shall be in Broward County, Florida.

27.2 Owner may not assign this Contract, or any of Owner's rights hereunder, without the express, prior, written consent of Contractor.

27.3 This Contract shall be binding upon the successors, assigns, trustees, receivers, executors and administrators of the parties hereto.

27.4 Any notice, request, demand, consent, approval or other communication required or permitted under this Contract (collectively a "notice") shall be (a) in writing (or sent by facsimile) and (b) addressed by the sender to the other party at the address and facsimile number set forth on the first page of this Contract. Except as otherwise provided in this Contract, each notice shall be effective and shall be deemed delivered on the earlier of: (i) its actual receipt, if delivered personally, by courier service, or by facsimile (on the condition that the sending party has confirmation of transmission receipt of the notice), or, (ii) on the day the notice is postmarked for mailing by first-class, postage prepaid, certified or registered, United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender).

27.5 If any provision of this Contract is held to be invalid, illegal or unenforceable in any respect, or the application of any provision is held to be invalid, illegal or unenforceable as to any person, fact circumstance or situation, such invalidity, illegality or unenforceability shall not affect the remainder of such provision, any other provision hereof, or any permitted application. This Contract shall be construed so as to be valid, legal, binding and enforceable to the fullest extent permitted by law, and as if this Contract had never contained any such invalid, illegal or unenforceable provision.

27.6 This Contract may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Contract, only

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one of which need to be produced as evidence of the terms hereof. A facsimile copy of this Contract and any signature thereon shall constitute an original for all purposes.

27.7 No person or entity shall be deemed to be a third party beneficiary of this Contract.

27.8 In the event of any litigation or arbitration proceeding (including breach, enforcement or interpretation) arising out of or under this Contract, the prevailing party shall be entitled to recover reasonable attorneys fees, expenses and costs from the unsuccessful party.

27.9 This Contract has been drafted and prepared by the attorneys for Contractor as a convenience and the parties have read and negotiated all of the language used in this Contract. The parties acknowledge and agree that because all parties participated in negotiating and drafting this Contract, no rule of construction shall apply to this Contract which construes any language, whether ambiguous, unclear or otherwise, in favor of, or against, any party by reason of that party's role in drafting this Contract.

27.10 Owner understands and hereby agrees that any monies being held by Contractor will not be retained in a separate fund.

27.11 Time is of the essence in the performance of all obligations at the precise times stated in this Contract and failure to perform any of them on time shall be a default under this Contract.

**PLEASE READ THE FOLLOWING NOTICES CAREFULLY BEFORE SIGNING THIS CONTRACT. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOU'RE CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS**

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**RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY. FLORIDA STATUTE 713.015 (2003).**

**CONSTRUCTION INDUSTRIES RECOVERY FUND**

PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE LICENSED CONTRACTOR, FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

CILB Recovery Fund  
7960Arlington Expressway  
Suite 300  
Jacksonville, Florida 32211  
Telephone: (904) 727-3650

**28. NONDISCRIMINATION, EQUAL OPPORTUNITY  
AND AMERICANS WITH DISABILITIES ACT**

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CRA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political

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affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship, and accessibility).

CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

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IN WITNESS WHEREOF, the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY Board of Directors has made and executed this Agreement on behalf of the HBCRA and CONTRACTOR has hereunto set its hand the day and year above written.

**CRA:**

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY

By: \_\_\_\_\_

Renee C. Miller  
Executive Director

ATTEST:

\_\_\_\_\_  
CRA CLERK,

Approved as to legal sufficiency and form by

\_\_\_\_\_  
Gray Robinson, P.A., CRA ATTORNEY

Date Executed: \_\_\_\_\_, 2012

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**OWNER (S):**

**OWNER (S):**

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Name Printed or Typed

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Name Printed or Typed

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Signature

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Signature

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(Name Printed or Typed)

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(Name Printed or Typed)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ by \_\_\_\_\_ (name of person  
acknowledging).

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Signature of Notary Public - State of Florida

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Print, Type, or Stamp Commissioned Name  
of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_