



**HALLANDALE BEACH COMMUNITY
REDEVELOPMENT AGENCY
(HBCRA)**

**REQUEST FOR PROPOSAL
(RFP) # FY 2013-2014-CRA001
IN-FILL HOUSING PROJECT –
PHASE II**

**PREPARED BY:
HBCRA AND
PROCUREMENT DEPARTMENT**

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NOTICE TO PROSPECTIVE PROPOSERS

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 1-3, Minimum Qualification Requirements. The firm's response must address each item below, 1-3. Inability to confirm via the firm's submittal the requirements below may make the proposer's submittal non-responsive and not be considered.

1. 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. The City will review the firm's incorporation "date filed" date on Sunbiz by month and year to ascertain and confirm this requirement the five (5) years' experience. The period of time for meeting the requirement of five (5) years shall be the submittal due date. 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>.

2. 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.

3. Single Family Model(s)-The applicant must submit proposed 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. Improve the general character of the surrounding neighborhood.
- h. Meet all other City, County and State requirements and regulations.

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 VI, item 13.

SUBMITTAL DUE DATE:

RESPONSES ARE DUE: THURSDAY, JULY 3, 2014 BY NO LATER THAN 11:00 A.M.

NON-MANDATORY PRE-PROPOSAL CONFERENCE:

A Non-Mandatory Pre-Proposal Conference is being held **Friday, June 13, 2014, 10:30 a.m., City Hall Commission Chambers, 400 South Federal Highway, Hallandale Beach, FL 33009.**

LAST DAY FOR QUESTIONS:

Any questions are to be submitted via email to alues@cohb.org by no later than **THURSDAY, JUNE 19, 2014, BY 11:00 A.M.**

RESPONSES MUST BE SUBMITTED IN SEALED ENVELOPES AND MUST BE MAILED OR HAND DELIVERED TO: please make sure you label the envelop as such:

CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES
400 SOUTH FEDERAL HIGHWAY – 2 ND FLOOR
HALLANDALE BEACH, FL 33009
TITLED: RFP NO. FY2013-2014-CRA001 HBCRA IN-FILL HOUSING PROJECT PHASE II

All proposals must be submitted in accordance with the Request for Proposals (RFP) document which may be obtained online at www.cohb.org/bidnotifications.

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

1. Firms are to submit responses only on a thumb drive that is searchable in adobe format. No hardcopy (paper) submittals nor CDs will be accepted. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an “edit” “find” search your firm must test each thumb drive before it is submitted. Firms must make sure that the thumb drive is tested before submission. Do not place password on the thumb drives. Provide three (3) thumb drives with your firm’s submittal.

INSTRUCTIONS FOR SUBMITTAL OF BONDS

1. **Proposal Guarantee/Bond**. Each proposer must provide with their submission a Guarantee/Bond in the form of a Certified Check, or Cashier’s Check, or Bid Bond in the amount of ten percent (10%) of the Total Project Cost Proposed. The Proposal Guarantee/Bond must be made payable to the Hallandale Beach Community Redevelopment Agency. These funds are not cashed. These funds are retained guaranteeing the firm submitting the proposal will not withdraw the proposal for such period of time as the Board provides a Resolution for award of contract. Per Code of Ordinance No. 2013-03, Section 23-3 if firm withdraws the proposal, or awarded firm does not furnish bonds as required, and does not accept a contract that is awarded, the Proposal Guarantee Bond is forfeited.

Note: If proposer submits a proposal for the construction of one (1) property at a time, and the project cost of the construction of one (1) property does not exceed \$150,000, then the Proposal Guarantee/Bond will be waived. However, if a Proposer submits a proposal to construct all five (5) homes at the same time, this requirement is not waived.

2. Performance and Labor and Materials Payment Bond

A Performance and Labor Materials Payment Bond in an amount equal to one hundred (100%) percent of total Contract amount awarded must be submitted by the Awarded Contractor within fifteen (15) days after receipt of Notification of Award. The Notification of Award is the day the Board of Directors meeting is held to award the contract. The Procurement Department will notify the awarded firm of this date via a letter.

Note: For this Project, the HBCRA will consider waiving the above requirement for Hallandale Beach Contractors that are licensed, insured and have a current Business Tax License from the City of Hallandale Beach. Any firm requesting this waiver of the Performance and Labor and Materials Bond will be limited to constructing one (1) home at a time. The Contractor must formally authorize the HBCRA to make direct payments to all of their sub-contractors and material providers for the project.

Any proposer requesting this waiver must clearly stipulate this requirement in their proposal and provide a copy of the current Business Tax License issued by the City of Hallandale Beach.

END OF SECTION

REFERENCES:

The City will conduct reference checks as component of due diligence to determine the capability of firms to be able to perform the requirements of the project. The reference questions will be sent via email, therefore, please make sure that the references your firm provides are aware that they will be receiving a Reference Form from the City of Hallandale Beach to be completed by a deadline date.

Each firm responding to this RFP must provide three-five (3-5) verifiable references for projects of similar scope as outlined in this RFP.

Each firm must provide the following information for the references provided and ensure that the contact information provided is up to date and accessible.

- a. Name of firm-company for which work was provided.
- b. Name of Reference (Project Manager) charged with managing said project.
- c. Type of project. Year project started and was completed.
- d. Dollar amount of project, including change orders.
- e. Phone # for Reference (Project Manager). Updated email address for Project Manager.

The references provided will be sent, via email, a Reference Form to complete. Please make sure that the references your firm provides are aware they will be receiving a Reference Form from the City of Hallandale Beach to complete by a deadline date.

END OF SECTION

PAYMENT TERMS:

The Hallandale Beach Community Redevelopment Agency requires the acceptance of any of the following e-payable methods for all work/services rendered as a result of the award of this solicitation. Please provide your firm's preference of payment terms in the Form provided in the Form's Section of this RFP.

The City's preferred method of payment is listed below in order of preference:

- 1) E-payables – it is an electronic method of payment which deposits funds to a credit card distributed by the City's bank to the Vendor. The City's bank is Suntrust.
- 2) PCard - it is a Visa credit card payment
- 3) Automated Clearing House (ACH) payment. A direct bank draft to a vendor's bank account. This method will only be authorized by the City if you firm provides a discount to the City for this payment method.

CONTRACT TERM:

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

Proposals will be scored and ranked. The top ranked proposal(s) 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.

RESPONSES:

The submittal responses shall be valid until such time as the Board of Directors awards a contract as a result of this RFP.

CONFLICT OF INTEREST:

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship in the form provided in the Form's Section. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the City Commission prior to entering into a contract with the City of Hallandale Beach.

CONE OF SILENCE:

The City of Hallandale Beach City Commission adopted Ordinance No. 2013-03, which created Section 23-13 imposing a Cone of Silence for City purchases of goods and services. The Cone of Silence refers to limits on communications held between Proposers and Proposers' representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission/Board of Directors takes any other action which ends the solicitation.

SAMPLE FORM CONTRACT:

The CRA's Form Contract is attached as part of this solicitation. The Firm's submission of a response without identifying variances expressly acknowledges and formally evidences the Firm's acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Firm.

CONTRACT FOR EXECUTION:

Attached to this RFP is the agreement that contains the terms and conditions that the awarded Consultant must be able to abide by and execute upon award of this contract. The legal terms and conditions will bind the awarded Consultant until completion of the Contract.

ESTIMATED BUDGET:

The estimated budget for this project is \$750,000.

INSURANCE REQUIREMENTS:

The awarded firm shall furnish the required Certificate(s) of Insurance within the time specified in the Notification provided by the Procurement Department. The requirements for insurance are stated under the Contract, Section 10.

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/Firm/Applicant” 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).

“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.

LIST OF ADMINISTRATORS AND DEPARTMENT LIAISONS

1.	CITY MANAGER/CRA EXECUTIVE DIRECTOR
	Renee C. Miller
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954) 457-1300
2.	DEPUTY CITY MANAGER/CRA DIRECTOR
	Daniel Rosemond
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954) 457-1300
3.	PROCUREMENT DIRECTOR
	Andrea Lues
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954)457-1332 (OR)
4.	SENIOR PROCUREMENT SPECIALIST
	Joann Wiggins
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954)457-1331

PURPOSE OF RFP
INTRODUCTION / INFORMATION

I. PURPOSE AND TECHNICAL SPECIFICATIONS

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 construct single family homes on five (5) scattered site lots owned by CRA. The CRA intends to select firm(s) to participate in a redevelopment project of CRA-owned land located as outlined in Exhibit A, hereinafter the “Property”. The successful applicant(s) will be responsible for designing and constructing the homes. The CRA, through its affordable housing services agency, will be responsible for identifying qualified buyers and selling the properties.

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 sixty (60) days upon receipt of the Notice to Proceed. The awarded firm(s) must be able to obtain a building permit within sixty (60) days, and be mobilized within thirty (30) days after the issuance of a building permit.

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.

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, but enhance the overall neighborhood aesthetics;
- employ sustainable principles (i.e. water and energy conservation component);
- represent a timeless quality development where people want to live;

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.

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.

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. COST PER SQUARE FEET UNDER A/C:

All proposers must utilize the format below to provide their cost submittal. This Cost submittal must be provided within the thumb drive, as well as, hardcopy paper submission within your proposal package.

<u>Model 1 per square feet under A/C</u>	<u>Model 2 per square feet under A/C</u>	<u>Model 3 per square feet under A/C</u>
\$	\$	\$

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	SATURDAY, JUNE 7, 2014
RFP DOCUMENT RELEASED	SATURDAY, JUNE 7, 2014
NON-MANDATORY PRE-PROPOSAL CONFERENCE	JUNE 13, 2014 10:30 AM.
QUESTIONS	ALL QUESTIONS MUST BE RECEIVED BY NO LATER THAN <u>JUNE 19, 2014</u> <u>BY NO LATER THAN 11 AM</u>
RFP DEADLINE FOR RECEIPT OF PROPOSALS	<u>JULY 3, 2014</u> <u>BY NO LATER THAN 11 AM</u>
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	TO BE DETERMINED
ORAL INTERVIEWS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

IV. ADDITIONAL BACKGROUND INFORMATION

The City of Hallandale Beach is a City Manager/City Commission/Board of Directors form of government. It serves an area of approximately 4.4 square miles with a population of approximately 35,000. The City's fiscal year begins October 1st and ends September 30th.

V. QUESTIONS REGARDING RFP:

For information pertaining to this Request for Proposals (RFP), the Procurement 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.

VI. SUBMISSION OF PROPOSALS

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

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the work for the City 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 should address all points outlined in the specifications of 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 1-14 represent the criteria against which proposals will be evaluated. **The outline for items # 1 through # 14 below must be followed.**

1. Title Page

Provide the RFP # and title, the firm's name; the name, address, telephone number and email address of the contact person; and the date of the proposal.

2. Table of Contents

Include clear identification of the material by section and by page number.

3. Transmittal Letter

A letter of transmittal, signed 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 City Commission awards a contract as a result of this RFP.

Provide the names of the person who will be authorized to make representation for the Proposer, their titles, addresses and telephone numbers.

4. Professional Licenses and Certifications

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.

5. Firm Qualifications and Experience

- A. Indicate the firm's number of years of experience in providing the required services as described in this RFP.
- B. Indicate the firm's number of years of experience in providing the required services as described in this RFP to a government entity.
- C. Firm must provide with their submission the related experience in providing single family housing developments.
- D. Indicate if your firm has built in the City of Hallandale Beach.
- E. 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.
- F. 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.

6. Project Team's Experience/Qualifications

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.

7. Project Manager's Experience/Qualifications

- » 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. State the number of 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.

8. Subconsultants

Indicate what portion of the work, if any, will be subcontracted to any third party.

9. Past Performance (References)

The City will conduct reference checks as component of due diligence to determine the capability of firms to be able to perform the requirements of the project. The reference questions will be sent via email, therefore, please make sure that the references your firm provides are aware that they will be receiving a Reference Form from the City of Hallandale Beach to be completed by a deadline date.

Each firm responding to this RFP must provide three to five (3-5) verifiable references for projects of similar scope as outlined in this RFP.

Each firm must provide the following information for the references provided and ensure that the contact information provided is up to date and accessible.

- a. Name of firm-company for which work was provided.
- b. Name of Reference (Project Manager) charged with managing said project.
- c. Type of project. Year project started and was completed.
- d. Dollar amount of project, including change orders.
- e. Phone # for Reference (Project Manager). Updated email address for Project Manager.

The references provided will be sent, via email, a Reference Form to complete. Please make sure that the references your firm provides are aware they will be receiving a Reference Form from the City of Hallandale Beach to complete by a deadline date.

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 and Cost

Provide 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. Improve the general character of the surrounding neighborhood.
- h. Meet all other City, County and State requirements and regulations.

12. Financial Capacity - 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. Provide a banking reference letter.

13. Community Benefit Plan (CBP)

What is a CBP:

CBP is a required plan of action that firms must commit to in order to ensure that all projects in the City provide a form of tangible benefit to the community. A successful response must include a percentage commitment toward CBP activities. The CPB commitment must be an overall percentage (%) of the project cost.

CBPs are generally required to be a part of all City /CRA Capital Improvement Projects (CIP) over \$1 million. However, CBP is *encouraged* in non-CIP projects, as well as, CIP projects less than \$1 million.

Accordingly, proposers must demonstrate and provide a proposed CBP which has identifiable and observable community benefits for the community surrounding the Project and the City of Hallandale Beach. A responsive CBP should include a well-defined approach that the selected firm will take to ensure the firm's Philanthropic participation in City-sponsored, Community based organizations and/or programs, such as the Police Athletic League (PAL), City's

Food Pantry, Future Foundation and City's local transit Program (Minibus). Other eligible activities may include, community outreach, mentoring, training and/or apprenticeships, or any other types of identifiable ancillary benefits for the community.

Proposers must provide the Community Benefit Plan labeled as Exhibit B.

Please refer to Exhibit 1 for examples.

How is a CBP applied – What is expected for Non-CIP and CIP less than \$1 million

- » For Non-CIP projects or CIP projects less than \$1 million, the City encourages firms to include Philanthropic participation in City-sponsored, Community based organizations and/or programs, such as the Police Athletic League (PAL), City's Food Pantry, Future Foundation and City's local transit Program (Minibus). Other eligible activities must include, community outreach, mentoring, training and/or apprenticeships, or any other types of identifiable ancillary benefits for the community.
- » Points for these kinds of CBP will be awarded as Bonus Points in addition to the total 100 points.
- » A successful response must include a percentage commitment toward CBP benefits. The CBP commitment must be an overall percentage (%) of the project cost.

Please refer to Exhibit 2 for examples.

What are the evaluation committee's responsibilities during evaluation of the CBP?:

The evaluation committee appointed to review proposals is to grant the assigned points, stated in the evaluation criteria grid, to those firms that best meets the CBP for each project.

What will the evaluation committee be looking for when reviewing the CBP?:

The evaluation committee appointed to review proposals will be looking for written substantive, detailed information that addresses the two (2) main elements that apply to CBP, as detailed below.

CBP elements:

The CBP is composed of two (2) main elements:

- 1) Workforce Utilization
- 2) Hallandale Beach Vendor Utilization

Below the information for each:

1) Workforce Utilization:

The successful CBP Plan must detail **how** the firm will maximize the utilization of Hallandale Beach Residents as a part of the project.

The plan should include:

- What specific actions steps will be taken to recruit and or train residents.
- How will the firm mobilize in the community to be successful in accomplishing the CBP.
- The evaluation committee will give firms greater emphasis to workforce utilization.

2) Hallandale Beach Vendor Utilization:

A successful CBP Plan must detail what incentives and/or business practice the firm is willing to put in place to maximize the utilization of Hallandale Beach Vendors.

Example:

*The contractor will host training for local subs to build capacity
The contractor will leverage relationships to assist in bid bond attainment
The contractor will provide local vendor preference regarding bid submittal*

As successful response must include a percentage commitment towards CBP activities. This commitment can be an overall percentage of the project cost.

Example:

ABC and Associates commits to a 30% community benefit plan commitment with a goal of 60% of the aforementioned commitment being dedicated to workforce utilization.

* The City reserves the right to award higher points than stated below and such would be provided in the solicitation evaluation criteria.

The percentage of CBP stipulated by the firm in their proposal will be evaluated and the following points will be granted based on the Total project % of the total amount of project work pledged for CBP:

100%- 50% of total project work to be pledged to be for CBP =	20 points *
49% - 20% of total project work to be pledged to be for CBP =	15 points *
19% to less than 5% of total project work to be pledged for CBP =	10 points *

What is the difference between Local Vendor Preference (LVP) and CBP:

The Local Vendor Preference, as explained below, is granted if the appropriate and complete submission of the documents requested, as required by the specific Tier of LVP, is provided by the proposer with their proposal. The Procurement Department makes the determination, upon review of the paperwork/documents submitted by the requesting firm(s) for the applicable tier of LVP. In addition to the paper work/documentation that must be provided with the proposal, the proposer must clearly specify the information required as Exhibit C with the following information:

- a) The Tier applicability being required.
- b) The name of the company that meets the Tier applicability.
- c) Copy of the forms required to apply for the specific Tier preference.
- d) The percentage (%) of the total project cost which will be provided and performed by the Local Vendor whose name is provided for letter b above.

The evaluation committee grants the LVP based on the review made by the Procurement Department of the correct submission of information, as well as, the correct % of project work to be granted per Tier definition of LVP.

14. Local City of Hallandale Beach Vendor Preference (LVP):

Firms please note that the Procurement Department will grant the Local Vendor Preference to the proposer that identifies local vendors that will be utilized as vendors, contractors or subcontractors. The proposer must delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value as a percentage of the total contract value.

When evaluation points are used to evaluate through a solicitation, and when a non-local business is the highest ranked proposer, and the ranking of a local firm is within 10% of the total 100 ranking points, then the City may elect to negotiate with the local firm first.

A proposer may count towards its local vendor preference for Tier 1, Tier 2 and Tier 3, the fee or commissions charged for providing direct labor or a bona fide service, such as professional, technical consultant or managerial services.

Per Procurement Code, Section 23-5, Award of Contract and the applicability of Local City of Hallandale Beach Vendor Preference for Contracts awarded pursuant to the Consultants Competitive Negotiation Act (CCNA) the percentages reflect the amount of total project work, assigned to the Tier 1, Tier 2 or Tier 3 local vendor. The location of qualified entities shall be considered in determining the qualification for professional service governed by the Consultants Competitive Negotiation Act and through an RFP process.

If your firm is utilizing this preference your firm must clearly state which Tier it is applying to the RFP and it must be clearly provided with the response labeled as Exhibit C.

How a proposer qualifies for Tier 1, Tier 2 or Tier 3 LVP:

All proposers must provide the documentation/paperwork requested below in order for the Procurement Department to grant the LVP status. Please note that the paperwork/documentation being requested below is retroactive, must be dated, one (1) year prior to the bid/proposal due date.

Please note that the submission of incomplete/incorrect information and/or omissions of detailed information as required per this section may deem the LVP preference from being granted.

Tier 1 LVP:

A Tier 1 "local City of Hallandale Beach vendor" shall mean a resident which has a valid homestead from Broward County Property Appraiser's in the City's limits and the resident owns a business within the City limits with a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased.

Documentation to provide to receive LVP Tier 1:

Business Tax License (BTL) from Hallandale Beach:

The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date. The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation.

Homestead in Hallandale Beach:

Proof of the homestead must be submitted with the response to the solicitation. A valid homestead from Broward County Property Appraiser's in the City's limits must be provided. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date.

Tier 2 LVP:

A Tier 2 "local City of Hallandale vendor" shall mean a business within the City limits that has a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased. The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date.

Documentation to provide to receive LVP Tier 2:

Business Tax License (BTL) from Hallandale Beach:

The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation. The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date.

Tier 3 LVP:

A Tier 3 "local City of Hallandale vendor" shall mean a resident which has a valid homestead from Broward County Property Appraiser's in the City's limits at least one (1) year prior to the bid or proposal due date.

Documentation to provide to receive LVP Tier 3:

Homestead in Hallandale Beach:

Proof of the homestead must be submitted with the response to the solicitation. A valid homestead from Broward County Property Appraiser's in the City's limits must be provided. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date. Proof of homestead must be submitted with the response to the solicitation.

Business Tax License (BTL) for the business from City where business is conducting business:

Additionally, the resident owns a business outside of the City limits. The valid business tax license shall have been issued at least one (1) year prior to the bid or proposal due date. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of the business tax license must be submitted with response to the solicitation.

Proposer must provide the following submittal to be granted Tier 1, 2 or 3 LVP:

In order for applicability of Local City of Hallandale Beach Vendor preference, the firm must submit the specified paper work/documents stated above and must provide Exhibit C with all the following requirements the firm desires, letters a-d below. Firm must clearly label the LVP submittal "Local City of Hallandale Beach Vendor Preference", Exhibit C. The submittal must include:

- a) The Tier applicability being required.
- b) The name of the company that meets the Tier applicability.
- c) Copy of the forms required to apply for the specific Tier preference.
- d) The percentage (%) of the total project cost which will be provided and performed by the Local Vendor whose name is provided for letter b above.

Exact type of service, or direct labor or a bona fide service that Local Vendor will provide to the project.

Process to apply the Local Vendor Preference to Competitive proposal.

The Procurement Department will review the submission of Exhibit C by the proposer and review documentation that has been submitted for the requested LVP tier, as well as, all requirements for the LVP. If the complete information/documentation/paperwork has been provided by the proposer, the Procurement Department will advise the evaluation committee to provide the following points to be awarded based on the tier applicability.

The points shall be awarded as follows:

Tier 1 Local Vendor Preference: If 100% through 50% of the Project Work submitted as a response to a solicitation will be provided and performed by a Tier 1 Local Vendor then the firm will receive, through the evaluation process, a total of ten (10) points.

Tier 2 Local Vendor Preference: If 49% through 20% of the Project Work submitted as a response to a solicitation will be provided and performed by a Tier 2 Local Vendor then the firm will receive, through the evaluation process, a total of five (5) points.

Tier 3 Local Vendor Preference: If 19% through less than 5% of the Project Work submitted as a response to a solicitation, will be provided and performed by a Tier 3 Local Vendor then the firm will receive, through the evaluation process, a total of two and half (2.5) points.

	Total project work to be performed	Total Points awarded
Tier 1 Local Vendor	100 % to 50%	10
Tier 2 Local Vendor	49% to 20%	5
Tier 3 Local Vendor	19% to less than 5%	2.5

The percentage of Tier 1, Tier 2 or Tier 3 local vendor participation will be calculated by the proposer's percentage (%) of the Project Work to provided and performed by a local Tier 1, Tier 2 or Tier 3 local vendor subcontractor for providing direct labor or a bona fide service, submitted and identified in the proposal.

Exemptions to Tier 1, Tier 2 and Tier 3.

The City will not count toward a proposer Tier 1, Tier 2 or Tier 3 local vendor participation any portion or portions of the local vendor subcontractor's work that is subcontracted back to as follows:

- (a) The proposer, either directly, or through any other company or firm owned or controlled by the proposer.
- (b) Any nonlocal business.
- (c) A Tier 1, Tier 2 or Tier 3 local vendor shall not be permitted to subcontract all or a majority of the sub contractual portion of the work to another nonlocal business. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall be prohibited from engaging in a sub contractual agreement with the intent of collecting a broker's fee or commission. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall also be prohibited from entering into a sub contractual agreement with a firm whose employees perform none of the direct labor or service activities specified in the contract.
- (d) Participation by a Tier 1, Tier 2 or Tier 3 local business shall not be considered and the Tier 1, Tier 2 or Tier 3 local vendor shall be disqualified if the owner of the Tier 1, Tier 2 or Tier 3 enters into an agreement with a nonlocal business with the intent of securing employment with that nonlocal business during the course of performing a City contract.

V. PROPOSAL EVALUATIONS:

1. **Criteria.** Proposal packages will be evaluated as stated below.

Only Firms that meet the Minimum Qualification Requirements will be evaluated.

The recommendation(s) for award shall be made to the Board of Directors, by the Executive Director, to the responsible Proposer(s) whose proposal is determined to be the most advantageous to City.

NUMBER	CRITERIA LISTED	POTENTIAL POINTS
1.	Firm's Qualifications and Experience	10
2.	Project Team's Experience/Qualifications	10
3.	Project manager's Experience/Qualifications	5
4.	Past Performance (References)	5
5.	Proposer's Approach to the Project	5
6.	Financial Capacity - Resources	10
7.	Proposed Unit Models and Cost	25
8.	Local City of Hallandale Beach Vendor Preference*	2.5-10
9.	Community Benefit Plan	10-20
	TOTAL POINTS **	

*depending on tier level of the Local City of Hallandale Beach Vendor Preference the points may be 2.5, 5 or 10.

** Based on the Potential Points the total # of points may be less than 100 points.

The criteria stated above will be utilized to rank proposer(s).

Oral interviews may be scheduled with the firms the Evaluation Committee determines be invited to this process. The oral presentations are exempted from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

VII. 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 City. 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.

VIII. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach by all prospective Proposers. The City of Hallandale Beach 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 City of Hallandale Beach.

1. DOMESTIC PARTNER BENEFITS REQUIREMENT

A requirement for City of Hallandale Beach Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with the City of Hallandale Beach, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses. All firms must complete and provide with their response the Domestic Partnership Certification Form.

Equal Benefits Requirements

As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Contracts

Every Contract, unless otherwise exempt as per the section below, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

Exception and waiver

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- c. The contractor is a governmental entity.
- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.
- f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- g. The city commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:
 - 1. Where only one (1) solicitation response is received.
 - 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

2. **TAX SAVINGS DIRECT PURCHASES (TSDP)**

The City of Hallandale Beach is recognized by the State of Florida as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes on the purchase of tangible personal property if certain criteria are met. The City may realize savings of sales tax on selected material and equipment needed for use in public works contracts. Public works contracts are projects for public use or enjoyment, financed and owned by the City, in which private firms install tangible property that becomes part of a City facility. See Rule 12A-1.094 and Section 212.08(6) Florida Statutes. The City will implement the TSDP for projects of \$1 million or above and apply it if applicable to this project.

3. **CONE OF SILENCE:**

- (a) *Purpose.* A cone of silence shall be applicable to all requests for proposal (RFP), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than fifty thousand (\$50,000) dollars, unless otherwise exempted in this section.
- (b) *Definition.* The term "cone of silence" means a prohibition on:
 - (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the City's staff including, but not limited to, the City Manager and her staff;
 - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;
 - (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and commissioners and their respective staff.
- (c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:
 - (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - (2) Duly noticed pre-bid/proposal conferences and site inspections;

- (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City Manager presents her written recommendation to the city commission;
 - (4) Emergency procurements;
 - (5) Communications with the City Attorney;
 - (6) Sole source procurements;
 - (7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-7
 - (8) Bid waivers;
 - (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
 - (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
 - (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
 - (12) Contract negotiations that occur after an award; and
 - (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the City Manager and her staff, and the mayor and city commission and their staff.
- (d) Procedure.
- (1) Imposition. A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the city manager or her designee shall issue a notice thereof to the affected department, the city clerk, mayor and city commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
 - (2) Termination; city commission awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the city commission meeting where the award will be made; provided, however, that if the city commission defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the city commission for further deliberation. In the event the city commission decides to reject all bids, then the cone of silence shall be lifted.

- (3) City Manager awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the city manager; provided, however, that if the city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager issues a recommendation for award pending the bid protest period.

- (e) Penalties. Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to five hundred (\$500.00) dollar fine per violation and debarment.

4. 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 and 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.

5. SCRUTINIZED COMPANIES:

The City, 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 City if the firm 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 Energy Sector List.

6. PROPOSAL ACCEPTANCE PERIOD:

Proposer warrants by virtue of submitting a proposal that terms and conditions in the Proposal will remain firm for acceptance by City Commission until such time as the City Commission approves award of contract.

7. 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. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the City gives notice of its intent to award the contract under the reissued solicitation.

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. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

8. 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. The City shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

If any addenda are issued, the City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage <http://fl-hallandalebeach.civicplus.com/index.aspx?nid=417>.

Firms are solely responsible to check the website or contact the Procurement 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.

9. PERFORMANCE:

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the Scope of Service. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products and services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

10. DELIVERY:

Time is of the essence. City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made at the time specified on the proposal form.

11. DEFAULT PROVISION:

In case of default by the successful firm the City may procure the products or services from other sources and hold the firm responsible for any excess cost occasioned or incurred thereby.

12. COPYRIGHTS AND/OR PATENT RIGHTS:

Proposer warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing of selling the goods, shipped or ordered, as a result of this proposal and the Proposer agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

13. TAXES:

The City is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015922477C-2; United States Treasure Department. Exemption Certificates provided on request.

14. FAILURE TO SUBMIT PROPOSAL:

If your firm does 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 firm's 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 City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful Proposer or firm, after such acceptance, the City 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 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 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 City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The City also reserves the right to award the contract on such material the City deems will best serve its interests.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Procurement personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice. **The City 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 City.**

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 City's Form Contract is attached as part of this solicitation. Submission of an RFP response without identifying variances expressly acknowledges and formally evidences acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Proposer.

20. INSPECTION OF FACILITIES / SITE VISIT:

Proposers wishing to inspect facilities where services are to be rendered must make an appointment by calling the City's Project Manager and/or designee.

21. PROPOSER'S COSTS:

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

22. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not 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 CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

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 or 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.

23. PROTEST PROCEDURES:

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 Procurement. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed fifty thousand (\$50,000.00) dollars, are not subject to protests.

(1) 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 Procurement must be made no later than ten (10) calendar days of approval of Notice of Award.

(2) Form and Content of Protest

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

The Procurement Director will provide a copy of the written protest to the City Attorney and/or City Attorney and other appropriate City staff.

(3) 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 City of Hallandale Beach in an amount equal to one (1%) percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than five thousand (\$5,000.00) dollars. 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 Procurement, the filing fee shall be refunded to the protestor less any costs assessed under section 4. "Costs" below.

- (4) **Costs**
All costs accrued from a protest shall be assumed by the protestor.

- (5) **Authority to resolve protests**
The Procurement Director shall have the authority, subject to the approval of the City Manager Executive Director and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

- (6) **Special Magistrate**
In the event the protest is not resolved by the Procurement Director, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Procurement Director's 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.

24. QUALIFICATIONS OF PROPOSER: Proposals shall be considered only from firms normally engaged in performing the type of work specified within the RFP Project Document. The firm proposing must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. In determining a Proposer's responsibility and ability to perform the contract, the City has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The City has the right to conduct further investigation of the firm's responsibility. The unreasonable failure of Proposer or firm to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for determination of non-responsibility with respect to such Proposer or firm.

FORMS

**ALL FIRMS' MUST COMPLETE, SIGN AND RETURN ALL
FORMS WITH THE FIRM'S SUBMITTAL.**

PAYMENT TERMS

Firm to choose which payment term firm will accept for this project.

1. E-payables – it is an electronic method of payment which deposits funds to a credit card distributed by the City’s bank to the Vendor. The City’s bank is Suntrust. Firm will accept this payment term _____ Yes _____ No

2. PCard - it is a Visa credit card payment.
Firm will accept this payment term _____ Yes _____ No

3. Automated Clearing House (ACH) payment. A direct bank draft to a vendor’s bank account. This method will only be authorized by the City if you firm provides a discount to the City for this payment method.
Firm will accept this payment term _____ Yes _____ No

SIGNED BY:

PLEASE NOTE THE FOLLOWING INSURANCE REQUIREMENTS.

The awarded firm shall furnish the required Certificate(s) of Insurance, see requirements below in the Agreement, Section 10, within the time specified in the Notification provided by the Procurement Department.

Consultant shall maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations *assumed* by Consultant under any resulting contract.

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:	

RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:
CITY OF HALLANDALE BEACH
PROCUREMENT DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2013-2014-CRA001

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.

PUBLIC ENTITY CRIME FORM

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),
FLORIDA STATUTES,
PUBLIC ENTITY CRIME INFORMATION**

“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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

By: _____

Title: _____

Signed and Sealed _____ day of _____, 2014

Domestic Partnership Certification Form

This form must be completed and submitted with your firm's submittal.

Equal Benefits Requirements As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with City, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

Check only one box below:

- 1. The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or
- 2. The firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, because of allowable exemption: **(Check only one box below):**
 - The firm's price for the contract term awarded is \$50,000 or less.
 - The firm employs less than five (5) employees.
 - The firm does not provide benefits to employees' spouses nor spouse's dependents.
 - The firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
 - The firm is a government entity.
 - The contract is for the sale or lease of property.
 - The covered contract is necessary to respond to an emergency.
 - The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, _____, _____
Name of authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature Print Name

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF
_____, 20__ BY _____

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(type of ID)

Signature of Notary

Commission expires

Print Name of Notary Public

Seal Below:

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the Board of Directors prior to entering into a contract with the City.

1. Name of firm submitting a response to this RFP.

2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency, if none so state.

3. Name of City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/firm has affiliation or business relationship, if none so state.

4. Describe any other affiliation or business relationship that might cause a conflict of interest, if none so state.

Continued
CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

5.

Signature of authorized person

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATE:	BIDDER'S SIGNATURE:
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DEVELOPMENT AGREEMENT
Affordable Housing

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this ___ day of _____, 2014, by and between _____, a Florida _____ (the "Developer") and the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a body public and corporate of the State of Florida (the "CRA").

R E C I T A L S

1. The CRA is the owner of those certain parcels of real property more particularly described on Exhibit "A" attached hereto and generally consisting of five (5) lots upon each of which a new, single family residential housing unit will be constructed (individually, a "Lot" and, collectively, the "Lots" or the "Property") for sale to an income-eligible buyer (affordable housing).

2. The CRA published Request for Proposals FY # 2013-2014-CRA001 In-Fill Housing Project – Phase II (the "RFP") on _____, 2014, in order to identify qualified developers to build new, single family residential housing units to be sold to income-eligible buyers (affordable housing).

3. The CRA received _____ (_____) proposals in response to the RFP.

4. The proposals submitted were reviewed and scored by the evaluation committee comprised of the _____, which evaluation process also included oral presentations by each proposer.

5. The Developer's proposal was ranked first by the evaluation committee.

6. At the CRA Board meeting duly noticed and held on _____, 2014, the CRA Board authorized the Executive Director and CRA Attorney to negotiate and execute Development Agreement with the Developer.

7. CRA desires to engage Developer to build a new, single family residential housing unit on each of the Lots with each new, single family residential housing unit to be sold by the CRA to an income-eligible buyer (affordable housing).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the Developer and CRA hereby agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" shall mean this Development Agreement.

“Applicable Laws” shall mean any applicable law, statute, code, ordinance, regulation, permit, license, approval or other rule or requirement now existing or hereafter enacted, adopted, promulgated, entered, or issued by Governmental Authorities including but not limited to, the Code and the Florida Building Code.

“Business Day” shall mean any day that the City is open for business.

“City” shall mean the City of Hallandale Beach.

“Code” shall mean the City’s Charter, Code of Ordinances, and Land Development Regulations now existing or hereafter enacted, adopted, promulgated, entered, or issued by the City.

“Construction Documents” shall have the meaning provided in Section 3.5.

“CRA” shall have the meaning provided in the introductory paragraph herein.

“CRA Staff” shall mean the CRA representative as set forth in Section 13.4 below or such other CRA staff person designated by the CRA Executive Director from time to time.

“Development Approvals” shall have the meaning provided in Section 3.2.

“Development Budget” shall have the meaning provided in Section 4.2.

“Developer” shall have the meaning provided in the introductory paragraph herein.

“Development Plan” shall have the meaning provided in Section 4.2.

“Governmental Authorities” shall mean the United States Government, the State of Florida, Broward County, the City or any other governmental agency or any instrumentality of any of them

“Hazardous Materials” shall mean any material which may be dangerous to health or to the environment, including without implied limitation all “hazardous matter”, “hazardous waste”, and “hazardous substances”, and “oil” as defined in or contemplated by any applicable federal, state or local law, rule, order or regulation relating to the protection of human health and the environment or hazardous or toxic substances or wastes, pollutants or contaminants, including all of the following statutes and their implementing regulations, as the same may have been amended from time to time: (i)

Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq.; (ii) Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; (iii) Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136; (iv) Hazardous Materials Transportation Act, 49 U.S.C. §§1801-1812; (v) Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; (vi) Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; (vii) Clean Air Act, 42 U.S.C. §7401 et seq.; (viii) Safe Drinking Water Act, 42 U.S.C. §3808 et seq.; or (ix) applicable or equivalent laws and regulations of any Governmental Authorities relating to hazardous matter, substances or wastes, oil or other petroleum products, and air or water quality.

“Potential Homebuyer Program” shall have the meaning provided in Section 3.3.

“Pre-Development Budget” shall have the meaning provided in Section 3.1.

“Project” shall mean the development of an individual Unit or of the collective number Units, as the context shall dictate.

“Property” shall have the meaning provided in the first recital hereto.

“Unit” shall mean new, single family residential housing new, single family housing unit to be sold to an income-eligible buyer (affordable housing).

Section 3. Pre-Development.

3.1 Pre-Development Plan and Pre-Development Budget. Developer has prepared and submitted a pre-development plan and budget for the Project via correspondence dated May 31, 2013 and attached hereto as Exhibit B. As used in this Agreement, the Pre-Development Plan shall also include the Pre-Development Budget. The CRA hereby agrees to provide the Developer with a schedule of the CRA’s expenses to be included in the Pre-Development Budget within thirty (30) days following the date hereof, which may include, without limitation, all of the marketing and sales expenses for the Project, sales agreement preparation expenses, attorneys’ fees and other professional fees to be incurred by the CRA in connection with the Project and all expenses related to the ownership of the Project prior to the closing of the sale of the Units to the buyers (collectively, the “CRA Project Expenses”). With respect to the Development Budget, the CRA Project Expenses may or may not be in the Development Budget as mutually agreed to by the CRA and Developer.

3.2 Governmental Approvals. The term Development Approvals as used in this Agreement, shall mean all City approvals, consents, permits, amendments, rezonings, conditional uses or variances as well as such other official actions of the Governmental Authorities which are necessary to develop the Project. The Developer shall submit to the CRA Staff for its review and approval, all applications and other submittals required to obtain the Development Approvals, such approval not to be unreasonably withheld, unreasonably delayed or unreasonably conditioned provided applications and other submittals are consistent with the Project. Said applications and submittals shall be submitted by the Developer to the CRA Staff in conjunction with the Plans and Specifications defined and described Section 3.4 below. Following such review and approval, the CRA Staff hereby agrees to execute and deliver to the Developer in the CRA’s capacity as the owner of the Property all applications and other submittals required to obtain the Development Approvals within ten (10) business days as provided in Section 3.4 below. If any such documents in which CRA’s joinder is requested contain material financial obligations binding (or which may become binding) upon the CRA, such obligations shall be included in the Pre-Development Budget or Development Budget, as applicable. If this Agreement is terminated, then upon CRA’s request, Developer shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Developer, with respect to the Development Approvals, which foregoing obligations shall survive termination of this Agreement. The Developer will be responsible for initiating and diligently pursuing the Development Approval applications on behalf of the CRA. The CRA shall cooperate with the Developer in processing all necessary Development Approvals to be issued by the City as well as all other Governmental Authorities. The parties recognize that certain Development Approvals will require the City and/or its boards, departments or agencies, acting in their police power/quasi-judicial capacity, to consider certain governmental actions. The parties further recognize that all such considerations and actions shall be undertaken in accordance with established requirements of Applicable Laws in the exercise of the City’s jurisdiction under the police power. Nothing in this Agreement is intended to limit or restrict the powers

and responsibilities of the City in acting on such applications by virtue of the fact that the CRA may have been required to consent to such applications as the owner of the Property. Nothing in this Agreement shall entitle the Developer and/or the CRA to compel the City to take any action in its police power/quasi-judicial capacity, except to timely process the applications. The CRA hereby agrees to use good faith and diligent efforts to cause the City to waive all permit fees and impact fees payable to the City with respect to all applications for Development Approvals; provided, however, the Developer acknowledges and agrees that such waiver may not be permissible under Applicable Laws and the CRA makes no representations or warranties to Developer that the City will provide such waiver. Furthermore, the CRA agrees to use its good faith efforts to assist the Developer in expediting the review and approval process with applicable Governmental Authorities. Nothing in this Agreement is intended to, nor shall be construed as, zoning by contract.

3.3 Potential Homebuyer Program. The Developer prepared a preliminary homebuyer program which was submitted to the CRA in response to the RFP, and which is attached in Exhibit C. The Developer shall be responsible for preparing and implementing a more detailed Potential Homebuyer Education and Assistance Program (“Program”) to assist the CRA to sell Units and Property in the Project to qualified home buyers. The Program will include attracting qualified buyers to purchase units from the CRA and assisting those potential buyers through the process of qualifying for a loan from a lender of their choice and purchasing a home from the CRA. The Developer shall provide the Program to the CRA Staff within forty-five (45) days following the date hereof for CRA’s review and approval. CRA staff shall provide its written approval or disapproval, (specifying the basis for disapproval and/or comments) to the Program within ten (10) Business Days of receipt of request for same,. Upon completion of the Program and approval of the same by CRA Staff, the Developer shall use its good faith, diligent efforts to implement the Program. The CRA hereby agrees to convey the Units to the buyers in accordance with the applicable purchase and sale agreements. The CRA shall be responsible for handling the closings of the Units with the buyers including the selection of title insurance agents, and other real estate closing service providers. The CRA has advised the Developer that shall not utilize any real estate brokers in connection with the implementation of the Program; however, in the event any brokerage commissions are due and payable in connection with the sales of the Unit, the CRA and Developer shall have no obligation to fund such commissions, and the buyers shall be obligated to pay any commissions, referral fees or compensation payable to real estate brokers, agents or real estate professionals.

3.4 Plans and Specifications; Construction Documents. Within forty-five (45) days following the date hereof and prior to commencement of any construction for the Project, Developer shall prepare plans and specifications in accordance with the Pre-Development Plan attached hereto as Exhibit B and suitable for permitting and subcontractor bidding, the suitability of which is determined by the Developer in its reasonable discretion, subject to approval by permitting agencies including, but not limited to the City (“Plans and Specifications”). Developer shall submit said Plans and Specifications to the CRA Staff for review and its reasonable approval, all design documents prepared or furnished, in connection with the Work (as hereinafter defined), including, without limitation, architectural, structural, mechanical, electrical, plumbing, fire protection and any other engineering documents necessary for the permitting and construction of each Unit comprising the Project. The Plans and Specifications shall comply with all Applicable Laws including, without limitation, the Florida Building Code and all design requirements established by the Florida Accessibility Code and the Americans with Disabilities Act, as applicable. CRA Staff shall provide its written approval or

disapproval (specifying the basis for disapproval and/or comments) to any such Plans and Specifications within ten (10) Business Days of receipt of request for same, it being understood that CRA Staff review and approval of the Plans and Specifications as set forth herein is not the review required by the City, but only a general review for compliance with the terms and conditions of this Agreement and, therefore, such review need not be limited to, governmental requirements; provided, however, if the CRA fails to either approve or disapprove (either with or without conditions) the submitted Plans and Specifications within ten (10) Business Days following submittal by Developer to CRA, the Plans and Specifications in the form submitted shall be deemed approved by CRA. Without limiting the foregoing, the approval of the Plans and Specifications pursuant to this Agreement shall in no way constitute or be construed as the approval or issuance of a development order, it being expressly acknowledged and agreed by Developer that the Plans and Specifications will require separate submission, review, and approval pursuant to the requirements of the City's Code and/or its applicable rules and regulations. Once any Plans and Specifications receive the written approval of the CRA or are deemed approved pursuant to this Agreement, such Plans and Specifications shall be deemed the "Construction Documents". The Construction Documents for each Unit comprising the Project or any portion thereof shall be signed and sealed by the Developer's design professional and shall consist of: (a) working drawings, (b) technical specifications, (c) schedule for accomplishing improvements, and (d) such other information as may be required by the City in accordance with its Code and as otherwise necessary to confirm compliance with this Agreement. No material changes or alterations (other than Permitted Changes) shall be made to any Construction Documents, without the prior written approval of the CRA, which approval shall not be unreasonably withheld, delayed or conditioned. Developer is hereby authorized to make Permitted Changes without CRA approval. A "Permitted Change" shall mean (i) a change which is required to be made to comply with Applicable Laws; (ii) a change which involves only substituting materials of comparable or better quality; (iii) a change required by the failure of the Construction Documents to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of Project; and (iv) a change which is made to correct inconsistencies in various Construction Documents. The Developer shall provide written notice to the CRA prior to making any Permitted Changes except to the extent such Permitted Change is required in an emergency situation, in which event the Developer shall provide notice to the CRA as soon as reasonably possible thereafter. The approval or deemed approval by the CRA of any Plans and Specifications, site plans, designs or other documents submitted to CRA pursuant to this Agreement shall not constitute a representation or warranty that such comply with all Applicable Laws and/or and procedures of all applicable Governmental Authorities, it being expressly understood that the responsibility therefore shall at all times remain with the Developer.

Section 4. Development Services.

4.1 General Obligations. Subject to the terms and provisions of this Agreement, Developer shall be responsible for the design, engineering, permitting and construction of the Project (substantially in accordance with the Construction Documents). In connection therewith, Developer shall provide or cause to be provided and furnish or cause to be furnished, all materials, supplies, apparatus, appliances, equipment, fixtures, tools, implements and all other facilities provided for in the Construction Documents, and shall provide all labor, supervision, transportation, utilities and all other services, as and when required for or in connection with the construction, furnishing or equipping of, or for inclusion or incorporation in the Project (collectively, the "Work"). The Work shall be Substantially Complete upon issuance of the Final Certificate of Occupancy (CO) by the City, and shall have reach Final Completion

upon satisfaction by the Developer of all CRA Staff generated punchlist items. The CRA hereby agrees to look solely to the applicable design professional, general contractor and/or subcontractor with respect to any design and/or construction defect claims provided that the warranties in the contracts with the applicable design professional, general contractor and/or subcontractor are expressly stated to be for the benefit of the CRA or such warranties are otherwise assigned to the CRA, such assignment is permitted under the underlying contracts and all conditions for such assignment have been fulfilled by the applicable parties. The CRA and Developer shall agree on the Completion Date for each Unit prior to the commencement of construction for that Unit, which Completion Date shall be subject only to a day for day extension for events of Force Majeure.

4.2 Development Plan and Development Budget. Prior to commencing the Work, Developer shall submit the following documents to the CRA Staff:

- (a) Copies of all permits issued by applicable permitting agencies for each unit being constructed in the Project either individually or collectively;
- (b) Copies of all stamped approved plans and specifications review by respective permitting agencies for construction of each unit in the Project either individually or collectively;
- (c) Copies of bid tabulation information and selection of all Major Subcontractors as described and defined in Section 4.3 below; and
- (d) Copies of all performance and payment bonds as required in Section 5 below.

The CRA Staff shall review the documents submitted and issue a written notice to proceed to the Developer within five (5) working days. Said written approval shall constitute Notice to Proceed for commencement of construction activities.

4.3 Construction. Following approval of the Development Plan pursuant to Section 4.2, the Developer shall use its good faith and diligent efforts to perform the Work. The Developer shall competitively select the contractors providing electrical, plumbing, structural and mechanical services (collectively, the "Major Subcontractors"). The Developer shall also use its good faith and diligent efforts to include in the Subcontractor Contracts and all other direct contracts for the design, engineering, construction, administration, and inspection of the Work (a) an indemnity, release and hold harmless agreements by the design professional, consultant, contractor or subcontractor (for themselves and their agents, employees, invitees and licensees) in favor of the CRA, (b) a requirement that the CRA be copied on all notices of default from the Developer to the design professional, consultant, contractor or subcontractor, and vice versa, (c) the assignment to the CRA of all warranties including the one (1) year warranty set forth in Section 5.8 below, and (d) the consent of the design professional, consultant, contractor or subcontractor to the assignment of the applicable contract by the Developer to the CRA, at the CRA's option, in the event of an uncured default by Developer, and the assumption of the applicable contract by the CRA; provided, however, that as between the CRA and Developer, the Developer shall remain responsible for any loss or damage relating to its default, which loss or damage may be cured by making a claim on the Bonds following written notice by CRA to Developer and a reasonable opportunity to cure as appropriate in the context of the default. Nothing contained herein shall, however, create any obligation on the CRA to assume the Subcontractor Contracts or any contractor

contract or consultant contract or make any payment to any contractor or consultant unless CRA chooses to request contractor or consultant to perform pursuant to this Section 4.3 or as otherwise provided in this Agreement, and nothing contained herein shall create any contractual relationship between the CRA and any contractor, subcontractor, consultant or subconsultant (other than the benefit in favor of the CRA of certain provisions as set forth in the applicable contracts).

4.4 Community Benefit Plan. Developer's Community Benefit Plan is attached as Exhibit "D".

Section 5. Performance of the Work.

5.1 Execution of this Agreement by both parties shall constitute issuance of a Notice to Proceed (NTP-1) by the City to the Developer for the commencement of the Program described in Section 3.3 above, and for the Plans and Specifications described in Section 3.4 above. Developer shall formulate the Program as described in Section 3.3 above, and the Plans and Specifications as describe in Section 3.4 above. Upon approval by the CRA Staff for the Program and the Plans and Specifications, the CRA shall issue a Notice to Proceed to the Developer (NTP-2). Upon issuance of NTP-2, Developer shall commence implementation of the Program, and shall submit all applications and other submittals required to obtain the Development Approvals. Upon receipt of Development Approvals, Developer shall submit documents required in Section 4.2 above and the CRA Staff shall issue Notice to Proceed for construction activities (NTP-3). Following commencement of the Work, Developer shall diligently pursue in good faith the completion of the Work so that Final Completion of the Project is achieved within one hundred eighty (180) days from issuance of NTP-3, subject to extension as provided in this Agreement.

5.2 Prior to commencement of the Work or any portion thereof, Developer shall obtain and deliver to the CRA, and at all times during the performance of the Work require and obtain performance bonds and labor and material payment bonds reasonably acceptable to the CRA (collectively referred to herein as the "Bonds"), which Bonds shall be dual obligee bonds in favor of Developer and the CRA. The Bonds shall in all respects conform to the requirements of the laws of the State of Florida and shall (a) name the Developer and CRA as obliges, and (b) be in a form and substance reasonably satisfactory to the CRA and its legal counsel. The surety(ies) providing the Bonds must be licensed, duly authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for the Bonds shall be included in the Development Budget. Within ten (10) days of issuance, Developer shall record the Bonds in the Public Records of Broward County, which may be recorded by attaching the same to the notice of commencement.

5.3 Except as may be otherwise expressly set forth in this Agreement and specifically excluding the CRA Project Expenses and all costs and expenses incurred by the CRA to administer this Agreement or otherwise perform its obligations hereunder, Developer shall be responsible for all costs

and expenses for the design, engineering, permitting, construction, administration, and inspection of the Work including, but not limited to, the following: (a) all labor and materials for the construction of the Work; (b) all compensation for the design professionals and engineers (and any other consultants) in connection with the preparation of the site plan, Construction Documents, and other documents; (c) except as otherwise waived by this Agreement, all permit, license, connection and impact fees and other fees of Governmental Authorities which are legally required at any time during the Developer's performance of the Work; (d) all costs associated with the installation, connection, removal, replacement, relocation and protection of all utilities and all related infrastructure including but not limited to water, sewer, stormwater drainage, telephone, cable, or electric, (e) all sales, consumer, use and other similar taxes for the Work, which are legally required at any time during the Developer's performance of the Work; and (f) all royalties and license fees that are legally required at any time during the Developer's performance of the Work. The parties acknowledge and agree that such costs and expenses are to be included in the Pre-Development Budget and/or Development Budget. The Developer shall defend all suits or claims for infringement of any patent rights related to the Work to be performed by Developer hereunder and shall hold CRA harmless from any loss, liability or expense on account thereof, including reasonable attorneys' fees (at both the trial and appellate levels) unless any claim results from an act of the CRA or arises in connection with the CRA performing its obligations hereunder.

5.4 The Developer agrees that the Work performed under this Agreement shall be performed in accordance with Applicable Laws including the Florida Building Code.

5.5 The Developer represents and warrants to the CRA that it possess the licenses required by Applicable Laws to cause to be performed the Work and the Developer further agrees and represents that the direct contracts entered into by Developer shall require that (i) its contractors, subcontractors, design professionals, engineers and consultants possess the licenses required by Applicable Laws to cause to be performed the Work, and (ii) the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new (not used or reconditioned), except as otherwise expressly provided for in the Construction Documents.

5.6 The Developer shall, and shall cause its contractors, consultants, subconsultants, or subcontractors to use good faith efforts to reasonably cooperate with the CRA in connection with the design, engineering and construction of the Work.

5.7 Within thirty (30) days after the Final Completion of the Project, Developer shall provide the CRA with the Certificate of Occupancy issued by the City. Developer will also provide the CRA with any surveys or other documentation completed during the normal course of construction which may aid the CRA in the sale of the property.

5.8 In addition to any warranties provided by Applicable Laws, Developer shall warrant the Work for a period of one (1) year from the date of Final Completion. Subject to the foregoing warranty, all maintenance and repair obligations with respect to the Work shall be the responsibility of the condominium association, which shall maintain and repair the Project and related sidewalks and landscaping at condominium association's cost and expense.

Section 6. Books and Records.

6.1 The Developer shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with the development of the Project. Upon the request of the CRA, all such books and records of the Developer which relate to the Project shall be available for inspection and audit by the CRA or any of its authorized representatives at all reasonable times during normal business hours. The Developer shall be entitled to retain such copies of the books and records as the Developer deems appropriate.

6.2 Developer's books and records shall be maintained or caused to be maintained in accordance with Generally Accepted Accounting Principles in a consistent manner, together with the pertinent documentation and data to provide reasonable audit trails for a period of seven (7) years following Final Completion. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

Section 7. Compensation and Reimbursement of the Developer; Project Expenses.

7.1 Compensation; Reimbursement. The Developer shall be reimbursed for services rendered by the Developer under and pursuant to the terms hereof in an amount equal to the actual costs incurred and paid by the Developer in connection with the performance of the Work (including professional services, engineering and design services as well as the construction work) in accordance with this Agreement plus an agreed upon fee (collectively, the "Cost of the Work"), excluding those items set forth below:

- (a) The CRA Project Expenses.
- (b) All cost overruns required to be funded by Developer under Section 7.4 of this Agreement.
- (c) Developer's overhead and home office costs generally consisting of salaries and benefits of the Developer's personnel associated with the Developer's home office (e.g., partners, directors, officers, managers, general office personnel, purchasing, secretarial, estimating and accounting departments and clerical staff) and not personnel directly assigned to the Project and all other costs (including, but not limited to, telephone, copying, fax and computer charges), services and related expenses required to maintain and operate the Developer's home offices and not any offices located at the Project.
- (d) Developer's legal and accounting fees and expenses including, but not limited to, those incurred in preparing and negotiating this Agreement.
- (e) Costs due to the negligence of the Developer, any of its contractors, consultants or

suppliers employed by the Developer or anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to the correction of defective work, disposal of materials and equipment wrongfully supplied, or making good any damage to property but only to the extent such costs exceed the Development Budget, it being understood that Developer may reallocate cost items in the Development Budget to avoid cost overruns.

(f) The use of capital including, but not limited to, financing fees, points, interest, appraisal fees, documentary stamp taxes, intangible taxes, recording fees, title insurance and closing costs.

Subject to the requirements and limitations set forth in this Section 7.1, the Developer shall be reimbursed for the Cost of the Work on a percentage complete or reimbursable basis, as appropriate and as determined by the CRA, based upon draw requests submitted by the Developer to the CRA. Such draw requests shall be submitted by the Developer to the CRA, but not more often than monthly, and shall show a breakdown of (i) the actual portion of the Work completed, (ii) the share of the Development Budget allocated to that portion of the Work, (iii) such supporting evidence as may be reasonably requested by the CRA, and (iv) if required by the CRA, copies of payment vouchers, vendors' invoices, payrolls and other data substantiating actual expenditures, as well as all documentation required by Chapter 713, Florida Statutes, including partial or final, as applicable, waivers of lien from Developer and each contractor, subcontractor, material man, or vendor up through the previous disbursement of funds for those who have filed a Notice to Owner. Said draw requests may include pre-development professional services for preparation and implementation of the Program and preparation of the Plans and Specifications as agreed to and approved by the CRA. The Developer's request for disbursement shall constitute a representation to the CRA that (x) the Work has progressed to the point indicated and (y) the quality of the Work is in substantial accordance with the Construction Documents. Provided that the Developer submits all required documentation as required herein, CRA shall disburse the installment of the Cost of the Work to the Developer within thirty (30) calendar days of receipt of the written request or sooner if practicable less the retainage required below and minus amounts, if any, for which CRA has withheld funds pursuant to its rights under this Section 7.1 and Section 7.4 of this Agreement, except that retainage shall not be held for any pre-development professional services.

Upon achieving Substantial Completion of the Work, (1) the amount of the retainage (including the previously held retainage) shall be reduced to ten percent (10%) of the amount due for the Cost of the Work as set forth in the applicable request and (2) the amount of retainage previously withheld in excess of ten percent (10%) shall be paid to Developer within fifteen (15) days following Substantial Completion of the Work; provided the CRA shall not be obligated to reduce the retainage to ten percent (10%) or release any of the previously held retainage if the CRA, in its good faith judgment, determines that the portion of the Cost of the Work then remaining unpaid (including the previously held retainage) will not be sufficient to cover the cost of the remaining Work and/or cost overruns for which Developer is responsible under Section 7.4 of this Agreement, in which event the retainage shall be reduced when such cost overrun deficiency is eliminated.

Within thirty (30) days after Final Completion or as soon thereafter as possible, the Developer shall submit a final request for any unpaid portion and all retainage of the Cost of the Work. The final request shall not be made until the Developer delivers to the CRA copies of releases of all liens and claims signed by all contractors, materialmen, suppliers, and vendors and an affidavit that so far as the Developer has knowledge or information, the releases include and cover all Work for which a lien or claim could be filed. In addition, and as a condition precedent to CRA's obligations to pay the final installment of the Cost of the Work and release all retainage, the Developer shall execute and deliver to the CRA (A) Contractor's final affidavit and final waiver of liens and (B) the written consent of Developer's surety to the extent required under the Bond(s); provided, however, that releases will not be required with respect to any lien which has been transferred to bond. Within thirty (30) days following the CRA's approval of the final request, the CRA shall pay the Developer the amount of the Cost of the Work due under such final request less any portions thereof necessary to pay any unpaid cost overruns which are the Developer's responsibility hereunder under Section 7.4 of this Agreement.

Any provision hereof to the contrary notwithstanding, CRA shall not be obligated to make any payment to the Developer of any portion of the Cost of the Work if any one or more of the following conditions exists:

(a) the Developer is in default of any of its obligations under any of this Agreement; provided, however, upon the cure of such default, the CRA shall promptly bring the Cost of the Work current subject to the retainage provisions in effect at the time; and/or

(b) any part of such payment is attributable to Work which is defective or not performed in accordance with the Construction Documents and has not yet been corrected (provided that the portion of the Cost of the Work withheld cannot exceed the amount attributable to the defective work and such withheld payment shall be made following the correction of such defective Work); and/or

(c) if CRA, in its good faith and reasonable judgment, determines that the portion of the Cost of the Work then remaining unpaid will not be sufficient to cover any cost overruns for which Developer is responsible under Section 7.4 of this Agreement, whereupon no additional installments of the Cost of the Work will be due the Developer hereunder unless and until the Developer performs, or causes to be performed, a sufficient portion of the Work so that such portion of the Cost of the Work then remaining unpaid is not necessary for the payment of any cost overruns for which Developer is responsible under Section 7.4 of this Agreement in connection with the completion of the Work.

7.2 Limitation. It is understood that the Cost of the Work paid by the CRA to the Developer under this Section 7 is intended as full compensation to Developer for developing the Project and performing its obligations under this Agreement. Any net proceeds from the sale of Units shall be paid to the CRA.

7.3 Project Expenses. The expense of any third party independent contractor retained by the CRA or by the Developer on behalf of the CRA and in accordance with the Pre-Development Budget and/or Development Budget or otherwise approved of by the CRA shall be an expense of the Project.

7.4 Cost Overruns. Following the date the Development Budget has been approved by all of the parties to this Agreement, the Developer shall be responsible for all Costs of the Work, including, but not limited to, labor and materials, in excess of the aggregate amount set forth in the Development

Budget, but excluding (a) costs and expenses incurred by the CRA in connection with the performance of the CRA's obligations under this Agreement or the administration of this Agreement by the CRA, including, without limitation, the CRA Project Expenses and any deductibles under the insurance coverages to be provided by the CRA, (b) costs and expenses incurred as a result of a change in the Construction Documents required by Governmental Authorities or the CRA but not including any other Permitted Changes, (c) costs and expenses incurred as a result of a breach by the CRA of its obligations under this Agreement, (d) costs and expenses incurred as a result of the discovery of Hazardous Materials provided that Developer complies with its obligations set forth in Section 11 below, and (e) costs and expenses incurred as a result of a failure of end buyers to acquire title to the Units; it being the intention of the parties that the CRA shall only be responsible for Development Budget overruns and any and all expenses as a result of items (a) through (f) above. Developer shall have the right to reallocate line items in the Development Budget and allocate contingency as Developer determines in its sole and absolute discretion. In the event of a cost overrun which is the Developer's responsibility hereunder, the CRA shall have the right to withhold any payments of the Cost of the Work or other amounts due Developer then due or to become due until such time as the Developer has funded its cost overrun obligations under this Section 7.4. In the event Developer fails to pay such excess costs, the CRA may offset such amounts due against the Cost of the Work or other amounts due Developer which are then due or to become due hereunder.

Section 8. Default; Termination.

8.1 Default.

(a) If there is a material breach by the Developer under this Agreement which is not cured within ten (10) days following Developer's receipt of written notice thereof (or such longer period of time as may be reasonably required by Developer to cure the breach if such breach is by its nature not reasonably susceptible of being cured within such ten (10) day period provided that the Developer advises the CRA in writing of such fact and commences cure within the initial ten [10] day period), the CRA shall be entitled to seek any available legal and equitable remedies including, but not limited to the right to terminate this Agreement, a lawsuit for monetary damages (excluding consequential and punitive damages) and/or specific performance of Developer's obligations hereunder.

(b) If (i) the CRA fails to timely make payments due hereunder and such failure continues for ten (10) days following the CRA's receipt of written notice thereof, or (ii) there is a material breach by the CRA under this Agreement (other than a failure to timely make payments) which is not cured within thirty (30) days following the CRA's receipt of written notice thereof (or such longer period of time as may be reasonably required by the CRA to cure the breach if such breach is by its nature not reasonably susceptible of being cured within such thirty (30) day period provided that the CRA advises the Developer in writing of such fact and commences cure within the initial thirty [30] day period), the Developer shall be entitled to seek to any available legal and equitable remedies including, but not limited to the right to terminate this Agreement, a lawsuit for monetary damages (excluding consequential and punitive damages) and/or specific performance of CRA's obligations hereunder.

8.2. Termination. This Agreement shall terminate upon the occurrence of the earlier of the following events:

(a) A termination under Section 8.1 above; or

(b) The completion of the development and construction of the Work and the remaining obligations of the parties under this Agreement with respect to the Project pursuant to the terms and conditions of this Agreement.

8.3 Effect of Termination. Upon termination of this Agreement, the Developer shall, as soon as practicable but in no event later than the forty fifth (45th) day after notice is given in accordance with Section 8.1 hereof:

(a) Deliver to the CRA all materials, equipment, tools and supplies, keys, contracts and documents relating to the Project, and copies of such other accountings, papers, and records as the CRA shall request pertaining to the Project;

(b) Assign such existing contracts relating to the development of the Project as the CRA shall require;

(c) Vacate any portion of the Project then occupied by the Developer as a consequence of this Agreement; and

(d) Furnish all such information and otherwise cooperate in good faith in order to effectuate an orderly and systematic ending of the Developer's duties and activities hereunder. Within ten (10) days after any such termination, the Developer shall deliver to the CRA any written reports required hereunder for any period not covered by prior reports at the time of termination. With regard to the originals of all papers and records pertaining to the Project, the possession of which are retained by the Developer after termination, the Developer shall: (i) reproduce and retain copies of such records as it desires; (ii) deliver the originals to the CRA; and (iii) not destroy originals without first offering to deliver the same to the CRA.

Section 9. Indemnification.

9.1 Indemnification by the CRA. Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as such may be amended, the CRA agrees to indemnify and hold the Developer, its officers, directors, partners, agents and employees harmless to the fullest extent permitted by law from and against any and all liabilities, losses, interest, damages, costs or expenses (including, without limitation, reasonable attorneys' fees, whether suit is instituted or not, and if instituted, whether incurred at any trial or appellate level or post judgment) threatened or assessed against, levied upon, or collected from, the Developer, arising out of, from, or in any way arising from the gross negligence, (unless this Agreement otherwise provides for responsibility for negligence), fraud, or breach of trust of the CRA or from a failure of the CRA to perform its obligations under this Agreement. Notwithstanding the foregoing, the CRA shall not be required to indemnify the Developer with respect to any liability, loss, damages, cost or expense suffered as a result of the gross negligence or willful misconduct of Developer.

9.2 Indemnification by the Developer. The Developer agrees to indemnify and hold the CRA, its board members, and employees harmless to the fullest extent permitted by law from all liabilities, losses, interest, damages, costs or expenses (including without limitation, reasonable attorneys' fees, whether suit is instituted or not and if instituted, whether incurred at any trial, appellate or post judgment level), threatened or assessed against, levied upon, or collected from, the CRA arising out of, from, or in any way arising from the gross negligence, (unless this Agreement otherwise provides for responsibility for negligence), fraud, or breach of trust of the Developer or from a failure of the Developer to perform its obligations under this Agreement.

9.3 Notice of Indemnification. A party's duty to indemnify pursuant to the provision of this Section 9 shall be conditioned upon the giving of notice by such party of any suit or proceeding and upon the indemnifying party being permitted to assume in conjunction with the indemnitor the defense of any such action, suit or proceeding in accordance with Section 9.4 hereof.

9.4 Third Party Claim Procedure. If a third party (including, without limitation, a governmental organization) asserts a claim against a party to this Agreement and indemnification in respect of such claim is sought under the provisions of this Section 9 by such party against another party to this Agreement, the party seeking indemnification hereunder (the "Indemnified Party") shall promptly (but in no event later than ten (10) Business Days prior to the time in which an answer or other responsive pleading or notice with respect to the claim is required) give written notice to the party against whom indemnification is sought (the "Indemnifying Party") of such claim. The Indemnifying Party shall have the right at its election to take over the defense or settlement of such claim by giving prompt written notice to the Indemnified Party at least five (5) Business Days prior to the time when an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, it may conduct the defense of such claim through counsel or representative of its choosing (subject to the Indemnified Party's approval of such counsel or representative, which approval shall not be unreasonably withheld), shall be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle any such claim without prior notice to and consultation with the Indemnified Party, and no such settlement involving any equitable relief or which might have a material and adverse effect on the Indemnified Party may be agreed to without its written consent. So long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party may pay or settle such claim only at its own expense. Within twenty (20) Business Days after the receipt by the Indemnifying Party of written request by the Indemnified Party at any time, the Indemnifying Party shall make financial arrangements reasonably satisfactory to the Indemnified Party, such as the posting of a bond or a letter of credit, to secure the payment of its obligations under this Section 9 in respect of such claim. If the Indemnifying Party does not make such election, or having made such election does not proceed diligently to defend such claim, or does not make the financial arrangements described in the immediately preceding sentence, then the Indemnified Party may, upon three (3) Business Days' written notice (or shorter notice if a pleading must be filed prior thereto) and at the expense of the Indemnifying Party, take over the defense of and proceed to handle such claim in its exclusive discretion and the Indemnifying Party shall be bound by any defense or settlement that the Indemnified Party may make in good faith with respect to such claim. The parties agree to cooperate in defending such third party claims and the defending party shall have access to records, information and personnel in control of the other party or parties which are pertinent to the defense thereof.

9.5 Survival. The provisions of this Article 9 shall survive the expiration or earlier termination of this Agreement.

Section 10. Insurance.

10.1 CRA's Insurance.

- (a) Commercial general liability insurance coverage with limits of no less than \$1,000,000 combined single limit including personal injury and property damage.

CRA shall furnish Developer with a certificate of insurance evidencing the coverage described above. Such certificate will provide Developer with no less than thirty (30) days advance written notice of cancellation of any of the foregoing required policies.

In the event of a loss that might be covered by any of the above insurance policies, the Developer shall:

- (x) notify CRA and the insurance carrier as soon as reasonably possible after Developer receives notice of any such loss, or injury;
- (y) take no action (such as admission of liability) which might bar CRA from obtaining any protection afforded by any policy CRA may hold or which might prejudice CRA in its defense to a claim based on such loss, damage or injury; and
- (z) agree that CRA or its insurance carrier shall have the exclusive right, at its option, to conduct the defense to any claim, demand or suit.

The Developer shall furnish whatever information is requested by the CRA for the purpose of establishing the placement of insurance coverages and shall aid and cooperate in every reasonable way with respect to such insurance and any loss covered thereunder.

10.2 Developer's Insurance. Developer shall maintain the following insurance coverages at all times during the Term and furnish a certificate of insurance to CRA evidencing:

- (a) Worker's Compensation insurance coverage in accordance with Florida statutory requirements.
- (b) Employers' Liability insurance coverage with limits of \$500,000 for bodily injury by accident per accident/\$500,000 for bodily injury by disease per employee/\$500,000 for bodily injury by disease policy limit.
- (c) Commercial general liability insurance coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which policy shall include coverage of the contractual liabilities contained in this Agreement.

- (d) Business Auto Liability including hired and non-owned auto coverage with minimum limits of \$1,000,000 combined single limit.
- (e) Builder's risk insurance (including flood insurance) during any period of construction of improvements upon the Property insuring such improvements against all casualties on a progressively insured basis for not less than 100% of the replacement cost.
- (f) Umbrella/excess liability insurance coverage, with limits of no less than \$_____ per occurrence and \$_____ in the aggregate.

The certificate shall provide that CRA will be given at least thirty (30) days prior written notice of cancellation of the policy. The cost of the Developer's insurance shall be included in the Pre-Development Budget and Development Budget as a Project expense.

10.3 Subcontractor's Insurance. The Construction Contract shall require that all Major Subcontractors brought onto the Property have insurance coverage at the subcontractor's expense, in the following minimum amounts:

- (a) Worker's Compensation insurance coverage in accordance with Florida statutory requirements.
- (b) Employers' Liability insurance coverage with limits of \$500,000 for bodily injury by accident per accident/\$500,000 for bodily injury by disease per employee/\$500,000 for bodily injury by disease policy limit.
- (c) Commercial general liability insurance coverage with limits of no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
- (d) Business Auto Liability including hired and non-owned auto coverage with minimum limits of \$1,000,000 combined single limit.

This insurance will be primary and noncontributory with respect to insurance outlined in Section 10.1. Developer shall ensure that Developer and CRA are named as additional insureds on the independent contractor's Commercial General Liability and Umbrella/excess insurance policies. Developer shall require the independent contractor and its insurers to waive all rights of subrogation with respect to the CRA and the Developer.

10.4 Certificates of Insurance. Developer shall obtain and keep on file Certificates of Insurance for any independent contractors performing services on the CRA's premises, Developer must obtain the CRA's permission to waive any of the above requirements. Higher amounts may be required if the work to be performed is sufficiently hazardous.

10.5 Waiver of Subrogation Rights. CRA and Developer, for themselves and anyone claiming through them, hereby waive all rights of their insurers to subrogation against the other to the extent permitted by law. To the extent commercially available at reasonable rates, the CRA and Developer agree that their policies will include such a waiver or an endorsement to that effect. This mutual waiver of subrogation shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees except that it shall not apply to willful conduct.

Section 11. CRA's Disclosure; Environmental Condition of Property. CRA agrees to disclose to Developer any and all information which CRA has regarding the condition of the Property, including but not limited to, the presence and location of Hazardous Materials and underground storage tanks in, on, or about the Property. In the event that the Developer discovers any Hazardous Materials on the Property other than as set forth in the Environmental Reports, Developer shall promptly notify the CRA of such discovery. To the extent that the Work cannot legally proceed until such Hazardous Materials have been remediated, the Developer shall not proceed with any further Work until the remediation is complete to the Developer is otherwise legally permitted to recommence the Work. The cost of remediating such Hazardous Materials shall be the CRA's sole responsibility unless the Developer fails to comply with its obligations hereunder, in which case, Developer shall be responsible for its own acts or omissions. The CRA, at the CRA's sole cost and expense, shall diligently proceed to take such actions as may be required by the applicable Governmental Authorities to complete such remediation. The provisions of this paragraph shall survive the termination of this Agreement.

Section 12. Representations and Warranties.

12.1 Developer. The Developer represents and warrants to the CRA as follows:

(a) That (i) it is duly organized, validly existing and in good standing under the laws of Florida; (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions provided for in this Agreement have been duly authorized and upon execution and delivery by the Developer will constitute the valid and binding agreement of the Developer enforceable in accordance with its terms; and (iii) the execution and delivery of this Agreement and the performance by the Developer hereunder, will not conflict with, or breach or result in a default under, any agreement to which it is bound.

(b) The Developer possesses and shall maintain during the term of the Agreement all licenses, permits and approvals required by Applicable Laws to perform the Work.

(c) That there are no pending, threatened, judicial, municipal or administrative proceedings, consent decrees or judgments against Developer which would materially and adversely affect Developer's ability to perform its obligations hereunder.

12.2 CRA. The CRA represents and warrants to the Developer as follows:

(a) That it is a public body corporate and politic of the State of Florida duly organized under the laws of the State of Florida, (ii) the execution, delivery and performance of transactions provided for this Agreement have been duly authorized and upon execution and

delivery by the CRA will constitute the valid and binding agreement of the CRA enforceable in accordance with its terms; and (iii) the execution and delivery of this Agreement and the performance by the CRA hereunder, will not conflict with, or breach or result in a default under any agreement to which it is bound.

(b) That there are no pending, threatened, judicial, municipal, or administrative proceedings, consent decrees or judgments against the CRA which would materially and adversely affect the CRA's ability to perform its obligations hereunder.

12.3 Survival. The representative and warranties set forth in this Article 12 shall survive the expiration or earlier termination of this Agreement.

Section 13. Miscellaneous.

13.1 Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered, delivered by overnight courier by a nationally recognized courier, delivered by facsimile or mailed (airmail or international) by registered or certified mail (Postage prepaid), return receipt requested, addressed to:

(a) If to the CRA:

Hallandale Beach Community Redevelopment Agency
400 S. Federal Highway
Hallandale Beach, Florida 33009
Attn: Renee C. Miller, Executive Director

With a copy to:

Gray Robinson, P.A.
1221 Brickell Avenue, Suite 1600
Miami, Florida 33131
Attn: Steven W. Zelkowitz, Esq.

(b) If to the Developer:

Attn: _____

With a copy to:

Attn: _____

Each such notice shall be deemed delivered (a) on the date faxed with confirmation of receipt, (b) next business day after deposited with an overnight courier, (c) the date of delivery if delivered by hand, and (d) on the date upon which the return receipt is signed or delivery is refused, as the case may be, if mailed. For purposes of this Agreement, copies of notices shall not constitute notice and may be delivered by means other than as required herein.

13.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument.

13.3 Assignment. The Developer may not assign its respective rights and obligations, in whole or in part, without the prior written consent of the CRA (which may be withheld in the CRA's sole discretion).

13.4 Project Representatives. The CRA hereby appoints the CRA Executive Director to serve as its representative. The CRA Executive Director shall have the right and authority to provide all consents and approvals, and take other actions, required hereunder on behalf of the CRA; provided, however, (i) the CRA Executive Director shall obtain the consent of the CRA Board to the extent required by Applicable Laws, and (ii) the CRA Executive Director may, in the CRA Executive Director's discretion, submit any matter to the CRA Board for their review and approval. The Developer hereby appoints Chuck Halberg to serve as its representative. The parties may change their respective designated representative at any time by providing written notice thereof to the other party.

13.5 No Permit. This Agreement is not and shall not be construed as a development agreement under Chapter 163, Florida Statutes, nor a development permit, development approval or authorization to commence development.

13.6 Governing Law. The nature, validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

13.7 Captions. Captions are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

13.8 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties hereto related to the development and construction of the Project and no modification hereof shall be effective unless made by a supplemental agreement in writing executed by all of the parties hereto.

13.9 No Joint Venture. The Developer shall not be deemed to be a partner or a joint venturer with the CRA, and the Developer shall not have any obligation or liability, in tort or in contract, with respect to the Property, either by virtue of this Agreement or otherwise, except as may be set forth to the contrary herein.

13.10 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstances, shall be held invalid, the remainder of the Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

13.11 Successors. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.12 Pronouns. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

13.13 Attorneys' Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

13.14 Further Assurances. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement; and, in that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial capacity.

13.15 Equitable Remedies. In the event of a breach or threatened breach of this Agreement by any party, the remedy at law in favor of the other party will be inadequate and such other party, in addition to any and all other rights which may be available, shall accordingly have the right of specific performance in the event of any breach, or injunction in the event of any threatened breach of this Agreement by any party.

13.16 Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean the inability of either party to commence or complete its obligations hereunder by the dates herein required resulting from delays caused by strikes, picketing, acts of God, war, governmental action or inaction (including, without limitation, acts of terrorism, emergencies or other causes beyond either party's reasonable control which shall have been timely communicated to the other party. Events of Force Majeure shall extend the period for the performance of the obligations for the period equal to the

period(s) of any such delay(s).

13.17 Third Party Rights. The provisions of this Agreement are for the exclusive benefit of the parties to this Agreement and no other party (including without limitation, any creditor of the CRA or the Developer) shall have any right or claim against the CRA or the Developer by reason of those provisions or be entitled to enforce any of those provisions against the CRA or the Developer.

13.18 Survival. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

13.19 Remedies Cumulative; No Waiver. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

13.20 No Waiver. One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

13.21 Signage. Subject to the reasonable approval of the CRA and in accordance with Applicable Laws, the Developer shall have the right to place one or more appropriate signs upon the Property indicating that the Developer is providing development services for the Property.

13.22 Construction. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

13.23 Jurisdiction; Venue; and Waiver of Jury Trial. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURT SITUATED IN BROWARD COUNTY, FLORIDA; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS; AND (D) AGREES THAT SERVICE OF ANY COURT PAPER MAY BE EFFECTED ON SUCH PARTY BY MAIL, AS PROVIDED IN SECTION 13.1 HEREOF, OR IN SUCH OTHER MANNER AS MAY BE PROVIDED UNDER APPLICABLE LAWS OR COURT RULES. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

Section 14. Safety and Protection.

14.1 Developer shall be responsible for initiating, maintaining and supervising commercially reasonable safety precautions and programs in connection with the Work taking into consideration the effect on the Development Budget. Developer shall take all necessary precautions required by Applicable Laws for the safety of, and shall take commercially reasonable precautions, taking into consideration the effect on the Development Budget, to prevent damage, injury or loss to:

- (a) all persons on Property or who may be affected by the construction;
- (b) all Work and materials and equipment to be incorporated in the Project, whether in storage on or off the Property; and
- (c) other property at the Property or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

14.2 Developer shall comply with Applicable Laws of Governmental Authorities having jurisdiction for safety or persons or property to protect them from damage, injury or loss; and shall erect and maintain commercially reasonable safeguards for such safety and protection, taking into consideration the effect on the Development Budget. Developer shall notify owners of adjacent property regarding the commencement of the Work (and other matters as reasonably determined by Developer), and of underground facilities and utility owners as required by Applicable Laws. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the acts or omissions of Developer, any contractor, subcontractor, materialman, supplier, vendor, or any other individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Developer. Developer's duties and responsibilities for safety and for protection of the construction shall continue until Final Completion.

14.3 Developer shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Applicable Laws.

14.4 In emergencies affecting the safety or protection of persons or the construction or property at the Property Site or adjacent thereto, Developer, without special instruction or authorization from the CRA, is obligated to act to prevent threatened damage, injury or loss. Developer shall give CRA prompt written notice if Developer believes that any significant changes in the construction or variation from the Construction Documents have been caused thereby.

15. Use of Property and Other Areas.

15.1 Developer shall confine construction equipment, the storage of materials and equipment

and the operations of construction workers to the Property and other land and area permitted by Applicable Laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber any such land or area's with construction equipment or other materials or equipment.

15.2 During the performance of the Work, Developer shall keep the Property free from accumulations of waste materials, rubbish, dust and other debris resulting from the construction. Upon Final Completion of the Work, Developer shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, temporary construction and machinery and surplus materials. Developer shall leave the Property clean and ready for occupancy by the Unit buyers at Substantial Completion except as necessary to achieve Final Completion.

15.3 Regardless of whether such is permitted by Applicable Laws, the Developer shall not allow, or seek to allow, Work to occur outside of the City's designated hours for construction without the prior written consent of the CRA in each instance, which consent shall not be unreasonably withheld, delayed or conditioned.

16. Owner's Representative. The parties acknowledge and agree that the CRA may engage in one or more consultants to assist the CRA in the administration of this Agreement and the Project. Any such consultants shall act as an "owner's representative" and shall not have authority to bind the CRA or direct the Developer. Developer agrees to reasonably cooperate with any such consultants engaged by the CRA.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their duly authorized officer where applicable and sealed as of the date first above written.

DEVELOPER:

a Florida _____

By: _____

Name: _____

Title: _____

CRA:

HALLANDALE BEACH
COMMUNITY REDEVELOPMENT AGENCY

By: _____

Renee C. Miller
Executive Director

ATTEST:

By: _____

Sheena James, MBA, CMC
CRA Clerk

Approved as to form and legal sufficiency:

By: _____

Gray Robinson, P.A.
CRA Attorney