Neighborhood Renaissance
Diverse Communities – Strong Economies

REQUEST FOR PROPOSALS FROM GENERAL CONTRACTORS TO DESIGN AND CONSTRUCT SINGLE FAMILY HOMES IN WEST PALM BEACH AND PALM BEACH COUNTY FLORIDA

Neighborhood Renaissance, Inc. ("NR") is requesting proposals ("RFP") for the construction of single-family homes as part of the revitalization of neighborhoods in West Palm Beach and Palm Beach County, Florida (the "Project"). NR proposes to identify at least one General Contractor ("Contractor" or "Proposer") to provide design, construction plans and to construct at least two (2) homes or more beginning in 2021. Construction of the first homes will begin in approximately the first quarter of 2022 with all homes completing construction by the end of 2022. NR will execute the Contract found herein immediately upon final selection.

The developer, Neighborhood Renaissance, Inc., is a nonprofit community-based organization dedicated to building and supporting strong economies and diverse communities in Palm Beach County. We do so by creating workforce housing opportunities, jobs, and small business prospects for low and moderate income. NR was established in 1992 and is incorporated as a 501(c)(3) charitable non-profit corporation.

Neighborhood Renaissance, Inc. plans to build single-family homes in the City of West Palm Beach and other areas of Palm Beach County (the subject of this RFP). Current neighborhoods that we work are in the North end of West Palm Beach and include Coleman Park, Pleasant City and the Northwest neighborhoods.

The project is being funded by a combination of federal funds provided by the HOME Investment Partnerships ("HOME") Program and private financing obtained by NR. NR is receiving HOME funds from the City of West Palm Beach ("City") under an executed CHDO Homeownership Agreement. The selected Contractor will be required to comply with all HUD and other applicable federal requirements as shown in this RFP.

This RFP is being mailed, emailed, and publicly published. The RFP, accompanying exhibits and updates can also be downloaded from NR's website, tab = "News" (http://neighborhoodrenaissance.org/blog/).

RFP Schedule:

RFP publicly issued	September 15, 2021
VIRTUAL Pre-Proposal Meeting (non-mandatory)	September 20, 2021 from 9:00 to 10:00 AM
Questions and Clarifications due	September 27, 2021 by midnight
Proposal package due in NR office	October 4, 2021 by 4:00 PM
Selection Committee	October 15, 2021
Execute contract	November 6, 2021

Contact information:

Guy Kempe, Director of Real Estate Development
Neighborhood Renaissance
510 24th Street, Suite A, West Palm Beach Florida 33407
(561) 832-6776 ext. 107
email: gtkempe@neighborhoodrenaissance.org

Questions and Clarifications:

Proposers are encouraged to attend the virtual pre-proposal ZOOM meeting on September 20, 2021 from 9:00 to 10:00 AM. A link to attend the pre-proposal from NR's website, tab = "News" (http://neighborhoodrenaissance.org/blog/).

All questions and clarifications must be submitted in writing to gtkempe@neighborhoodrenaissance.org by Monday, September 27, 2021 before midnight.

Answers and replies to all questions and clarifications received will be published by 4PM on Tuesday September 28, 2021 on NR's website, tab = "News" (http://neighborhoodrenaissance.org/blog/).

Qualification Package Due Date:

All sealed responses must be received on or before 4:00 PM, October 4, 2021, Palm Beach County local time. NR will not accept any submittals received after this date or time. Fax or emailed submittals will not be accepted. Please submit one (1) original signed in blue ink with tabs and one (1) electronic version on CD, DVD or thumb drive to:

Neighborhood Renaissance
510 24th Street, Suite A West Palm Beach, FL 33407
Attention: Guy Kempe, Director of Real Estate Development.

Location and Description of the Lots:

NR is requesting proposals to build single-family homes throughout Palm Beach County, at locations to be announced. The typical home that is appropriate for the target neighborhoods and markets are 3 or 4-bedroom homes ranging from 1,300 to 1,800 square feet under air. Garages or carports are desirable but not required in order to control the hard costs and keep sales prices to end users affordable. Examples of designs that have worked in the past and representative of what NR is seeking are attached as Exhibits A. Although infill lots can be non-conforming and irregular, typical lots are generally as small as 30' and up to 50' wide, and up to 150' deep. For illustration, surveys of several generic lots are included in Exhibit H.

Proposals: (please provide numbered tabs in the original only)

1. Cover Letter and Certification – Proposals must include the Cover Letter and Certifications found in Exhibit B.

2. Experience – Include a description of the Proposer's experience in single- family home construction and/or development, work in urban neighborhoods, work in partnership with third parties and non-profits, green or sustainable construction and working with federal funded projects, if any. Please include the firm's brochure or other promotional materials in this section.

3. Firm Capacity and Schedule –
    a. Provide a schedule to construct one home from permit application to certificate of occupancy. Describe your capacity to construct multiple homes at one time and if any changes in the schedule.
    b. Also in this section, identify staff members involved in all functions of construction of the homes include purchasing, accounting/billing and onsite supervision. Include trades that the Contractor will self-perform.
    c. Financial statement, letter of credits, supplier credit limits and other evidence of financial capacity to participate in the Project.

4. References –
    a. Provide at least three (3) references from clients (home buyers or developers), and,
    b. at least three (3) other references such as design professionals, non-profits or governmental clients or financial institutions.

5. Provide a list of all the homes (detached and/or attached) constructed within the last five years (9/30/2016-9/30/2021) including addresses, model name, square footages (under air and gross), completion dates and total construction cost including profit and overhead, not including permits. Additionally, provide any photos of the completed homes, interior and exterior.

6. Home Plans – Include at least three (3) and up to six (6) alternate home plans. Note: See sample surveys attached as Exhibit H. The mix of proposed plans should include 3 and 4 bedrooms and at least 2 full baths. Maximum page size for this requirement is 11" x 17".

    a. In addition to the floor plan and elevations, please summarize information about the home in a tabular format, including number of bedrooms, full and half baths, living room, family/great room, garage if applicable and gross square feet and square feet under air.

    b. Each plan must include a dimensioned floor plan and elevations of all four sides. If available, for each floor plan submit variations in roof style, porch sizes and attached garage options.

c. For examples of plans see Exhibit A. Minimum design requirements:

- The design and construction of the homes shall be in compliance with the current Florida Building Code requirements for single-family home construction;
- The houses constructed shall meet the requirements under the Zoning and Land Development Regulations of the City of West Palm Beach for single-family dwelling units as set forth in Article III. Residential Districts, Sections 94-71 through 94-77 of the City Code;
- Landscaping and open space shall be in compliance with Chapter 94, Article XIV. Landscaping, Land Clearing and Tree Protection of the City Code;
- The design shall be architecturally compatible with older urban neighborhoods and shall use elements and design styles traditionally used, such as front porches;
- The design and plan layout should complement the various lot sizes and dimensions within the neighborhoods.
- The homes shall be one or two-story homes with elevations based on the dimensions of each lot;
- Homes shall have a front porch, concrete or paver sidewalk and driveway to park at least two cars
- All features and amenities must be included with every house constructed:
    - CBS construction
    - Dimensional or architectural shingle roof or better
    - "Impact" aluminum or aluminum-clad windows and doors
    - The exterior of the homes may be predominately stucco. Any horizontal wood siding must be cedar, Hardi-plank, or equivalent.
    - Incorporate accessibility features, universal design and mitigation measures.
    - Sod and proper irrigation systems, including automated in-ground irrigation systems.
    - Sodded areas to be limited to 80% of the pervious area.
    - Shrubs installed along any foundation that is visible from a public street.
    - Trees and exterior plantings to code using drought resistant trees and plants.
    - All refuse container storage areas and mechanical equipment visible from an adjacent street or adjacent property must be screened with vision obscuring fencing or hedging.
    - Central A/C system, SEER rate 14 or better, programmable thermostat;
    - Low flow water fixtures
    - Minimum 40 gallon water heater or tank-less
    - Double kitchen sink;
    - Vented kitchen hood vent
    - Interior to be smooth or textured walls or knockdown finish.
    - Eggshell wall paint; semi-gloss in baths and kitchen; semi-gloss on all trim; flat on ceilings except baths and kitchens
    - Mini-blinds or better
    - Ceramic tile or vinyl (entryway, family or living rooms, kitchen, and baths) and carpet elsewhere.
    - All appliances including drop in range, hood vent, dishwasher, refrigerator, disposal, washer and dryer of better than minimum standard and energy star rated.
    - Low or no VOC adhesives, sealants and paints

7. Pricing Proposal – for each of the proposed plans, provide a firm fixed price for base model, which includes the minimum design standards in paragraph 6 above, and a line item price for any options or upgrades offered. The Price is for hard construction including all labor, materials, equipment and supplies, the cost of contractor provided plans only and for obtaining a building permit and bonding. NR will separately pay for the cost of the building permit (but not sub-trades) and city fees and any impact or water/sewer capacity fees required to build on each lot. Contractor is responsible for any additional fees incurred after the permit application is made for things like additional plan revisions or failed inspections.

   Your price must include the following items or considerations:

   The contract will require a written commitment that the prices submitted will be guaranteed for six months after contract execution. By mutual agreement, the parties to the Contract may include 2- 6 month extensions with price adjustments based upon the Consumer Price Index for each 6 month period.

   Contracts will include retainage of 10% of each pay application (see General Conditions)

   Liquidated damages - The work shall be substantially completed in accordance with the schedule agreed to by NR and the Contractor when executing a contract, with such extensions of time as are provided for in the General Conditions. If said work is not substantially completed within the specified times, the Contractor shall be liable and hereby agrees to pay to NR as liquidated damages, and not as a penalty, the sum of ($100.00) per calendar day for each and every day or part of a day thereafter that said work remains incomplete.

   Please refer to General Conditions Exhibit D for all contract requirements.

   <u>Complete and Submit a Schedule of Values for each plan on the form in Exhibit C.</u>

8. Provide a schedule for each home plan starting with building permit application through Certificate of Occupancy. If multiple homes are in construction at the same time, indicate any time savings. This will be used to set completion time for each home and liquidated damages.

9. Section 3 Compliance – Explain how you will on this project and previous projects have met Section 3 requirements of providing job training, employment and contract opportunities for low or very-low income residents in their neighborhoods. (Form provided by proposer or use Section 3 Utilization Plan Form found in Exhibit G.10.h).

10. Required Forms – See Exhibit G (include all forms in list)
    a) Non-Collusion Affidavit of Prime Contractor
    b) Anti-Kickback Affidavit
    c) Certification of Eligibility of General Contractor
    d) Certification of Non-Segregated Facilities
    e) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Primary Covered Transactions
    f) Drug Free Workplace
    g) Section 3 Utilization Plan, if not known at time of submittal, this will be required at project start and closeout
    h) Contractor's Schedule of Subcontractors, if known
    i) MBE/WBE Contractor/Subcontractor Participation Form

11. Other Required Submittal Documents –
    a. Contractor's licenses
    b. Proof of insurance (Insurance Requirements – See Exhibit D, section 6.24)
    c. Proof of Bonding Capacity for this project – bonding required for contracts greater than $100,000.
    d. Evidence of MBE/WBE status for your firm (if applicable) and any other professional certifications or training you wish to submit for consideration by NR's selection committee.

Selection Process:

1. Submit one original signed in blue ink with tabs and one electronic copy on disk or memory stick. Deliver the package to NR's office by Monday, October 4, 2021 before 4:00 PM.

2. NR will review all complete proposals. Proposers may be invited to meet with or present to NR representatives as part of the review process. The proposals will be considered based upon several factors including but not limited to:

    a. Architectural compatibility of the plans to the neighborhoods
    b. Features, styles and options offered
    c. Prior experience with similar projects
    d. Ability to perform and track record of the Contractor
    e. Green or sustainable building features incorporated into the proposed plans
    f. Quality of the housing proposed
    g. Financial Strength and bonding capacity
    h. History with Section 3 requirements and plan for this project
    i. Total Hard Cost to build the proposed plans
    j. W/MBE status

    The selection will be made based upon determination of that which is the best value to NR based upon the selection factors.

3. NR anticipates making a selection by October 15, 2021. All proposers will be notified in writing of the final selection.

    NR reserves the right to engage in discussions or negotiations with none, any or all Proposers as part of the selection process.

    NR and the selected Contractor will promptly finalize any outstanding matters and execute a contract for construction of the homes. The Contract may be amended to add projects on a house- by- house basis. NR anticipates releasing the first home by October 30, 2022.

Submittal Format and Forms

(Please prepare a Tab for each item, all must be completed, signed and originals submitted)

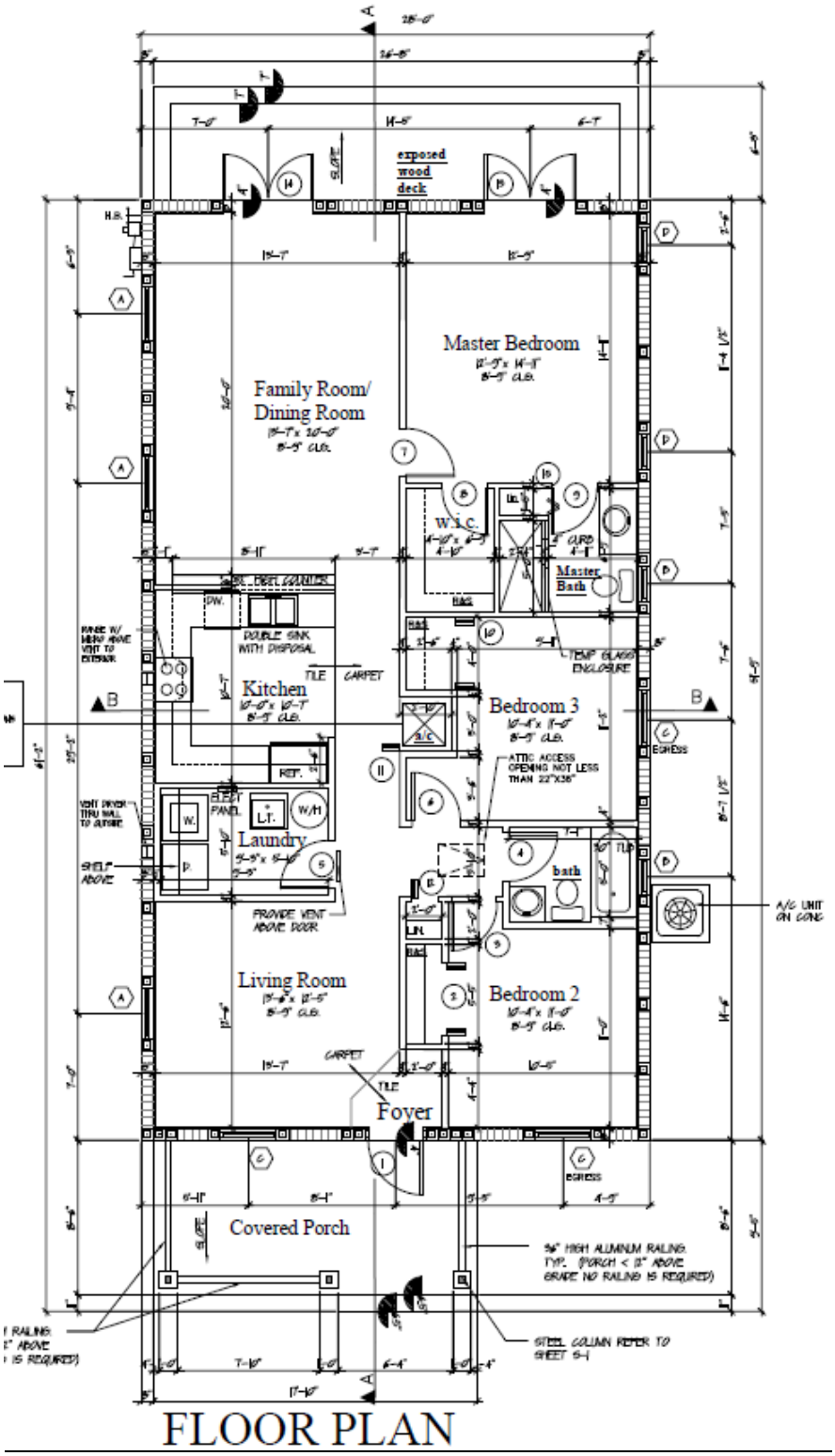
1. Cover Letter (Exhibit B)
2. Experience (Form provided by proposer)
3. Firm Capacity and Schedule (Form provided by proposer)
4. References (Form provided by proposer)
5. List of all homes constructed (Form provided by proposer)
6. Home Plans (Form provided by proposer)
7. Pricing Proposal (Schedule of Values for each plan must be included, Exhibit C)
8. Schedule of Construction for each plan submitted. If multiple homes are in construction at the same time, indicate any time savings. (Form provided by proposer)
9. Section 3 Compliance Plan (Form provided by proposer or use Section 3 Utilization Plan Form found in Exhibit G.10.g)
10. Required Forms (Exhibit G)
    a. Non-Collusion Affidavit of Prime Contractor
    b. Anti-Kickback Affidavit
    c. Certification of Eligibility of General Contractor
    d. Certification of Non-Segregated Facilities
    e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Primary Covered Transactions
    f. Drug Free Workplace
    g. Section 3 Utilization Plan
    h. Contractor's Schedule of Subcontractors
11. Other Submittal Documents (form provided by proposer)
    a. Contractor's licenses
    b. Proof of General Liability, Risk and Workers Compensation insurance (Insurance Requirements – See General Conditions section 6.24)
    c. Proof of Bonding Capacity for this project (based upon your total construction cost which will become contract amount)
    d. Evidence of MBE/WBE status (if applicable) and any other professional certifications or training you wish to submit for consideration by NR's selection committee.

List of Exhibits

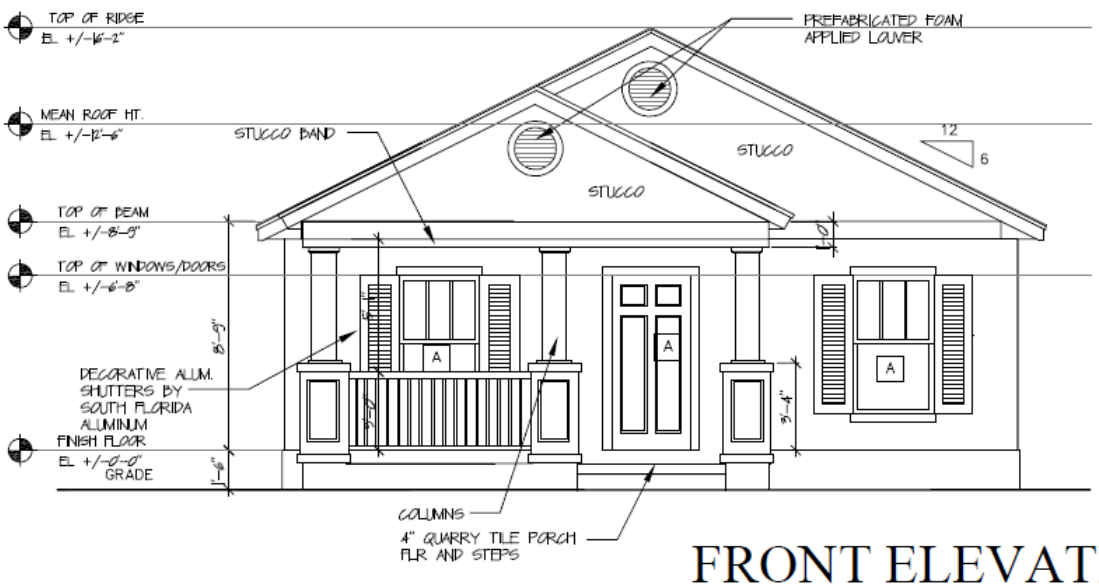
Exhibit ID	Description
A	NR Sample Plans
B	Cover Letter – must be signed
C	Schedule of Values
D	General Conditions
E	Contract – proposed
F	Federal Requirements
G	Federal and other Forms
H	NR Sample Surveys

EXHIBIT A – NR Sample Plans

Three Bedroom, 2 Bath – Total A/C 1,449, Gross 1,768

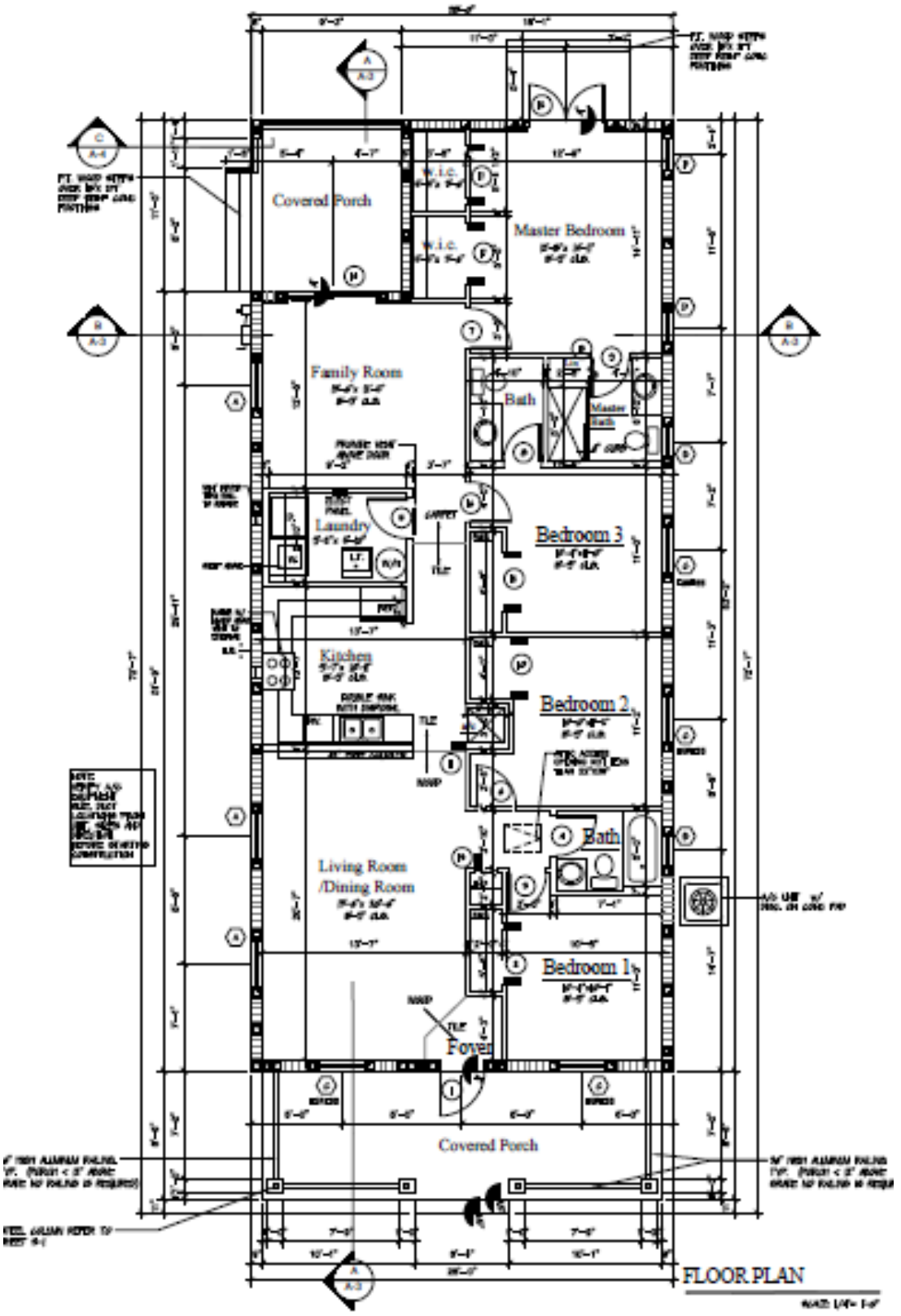


THREE BEDROOM ELEVATION

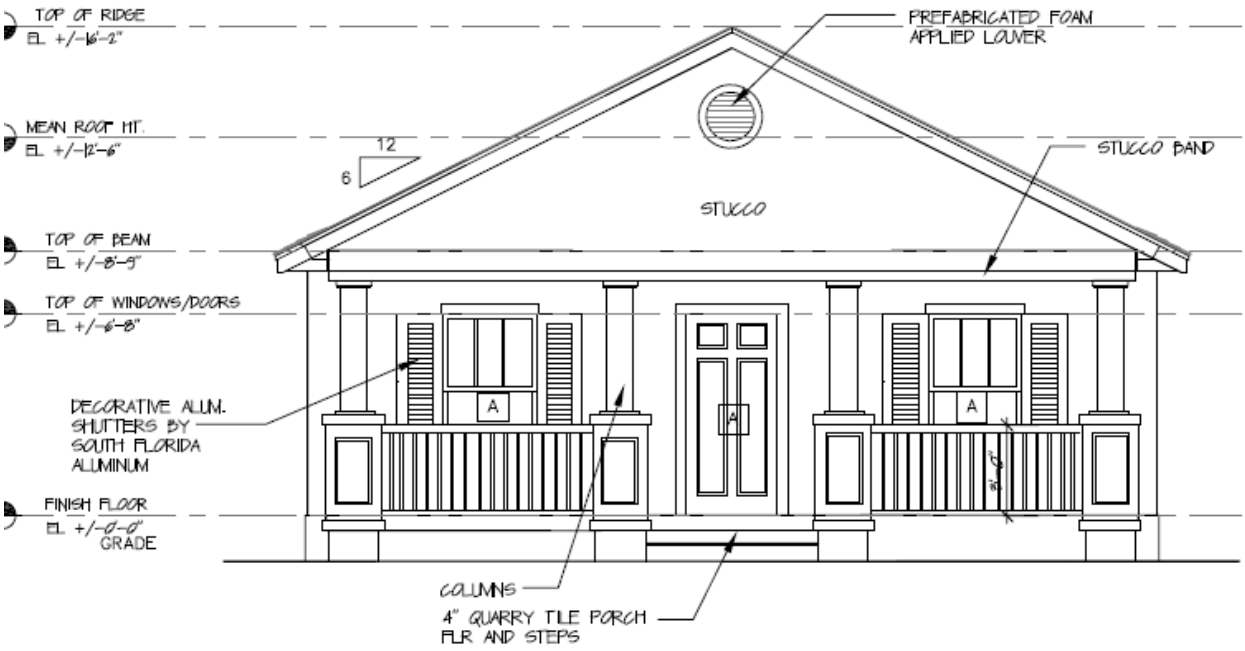


FRONT ELEVATION

Four Bedroom, 2.5 Baths – Total A/C 1,655, Gross 1,994



FOUR BEDROOM ELEVATION



FRONT ELEVATION

1/4"=1'-0"

EXHIBIT B - COVER LETTER

RFP Infill Housing

_____

(Proposing Company Name)

Contractor agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated in the RFP.

The undersigned Contractor hereby declares that:

1. This proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Contractor has carefully and to his full satisfaction examined the attached Scope of Work, any Special Terms, General Conditions, Federal Requirements, technical specifications, and form of bonds, if applicable, and Contractor has read all addenda issued.
3. Contractor has made a full examination of the sites and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract, the Contractor shall:
    a. commence obtaining a Payment and Performance Bonds, and Certificate(s) of Insurance,
    b. schedule showing estimated time to obtain a building permit and a firm schedule to compete construction and obtain a certificate of occupancy of the home(s),
    c. complete the Section 3 Utilization Plan (exhibit G.9.g), note the city goal is to award at least 10% of the total contract value to section 3 businesses,
    d. complete the Contractor's Schedule of Subcontractors (exhibit G.9.h),
    e. prepare plans for building permit application, and,
    f. immediately obtain a Certificate of Registration for engaging in business from the City, as such all documents will be required prior to execution of a Contract.
5. Contractor understands that the contract time starts on the date of Notice to Proceed.
6. Contractor furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, NR may withdraw the offer and contract with another Contractor.
7. The Contractor states that this proposal is the only proposal for this project in which Contractor is interested; and Contractor shall not be a sub-contractor or sub-subcontractor on this project.
8. Liquidated damages for delay are established in the RFP and Contractor acknowledges the amount set at $100 per calendar day.
9. Contractor guarantees the prices provided in Tab 7 of its submittal through December 6, 2019 or six months after contract execution.
10. Each home will require a separate executed addendum as it is released for construction by NR.
11. Litigation and/or Terminations: Proposers must provide a summary of any litigation filed against the proposer in the past five (5) years which is related to the services sought in this RFQ and that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such (indicate None or attach a summary). _____
12. Proposers shall also state if the proposer has had contracts for the services sought in this RFQ which were terminated for default, non-performance or delay, in the past five (5) years. Proposers

shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. (indicate None or attach a summary). _____

13. Contractor and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Proposal.
14. Contractor acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Contractor.
15. By signing and submitting this Proposal, Contractor represents that all Proposal Forms are fully complete and accurate.
16. Contractor acknowledges that the Proposal may be rejected if all Proposal Forms are not fully complete or information is not provided, not accurate or if forms are not signed by properly authorized signatures where required.

Contractor Company Name: _____

Business Address: (Street, City, State, Zip Code) _____
_____

State of Incorporated: _____Telephone:_____ Fax:_____

_____

Signature of Official authorized to bind Contractor.

Print Name: _____

Title: _____

Date: _____

Failure to fully complete and sign this Proposal Form may result in rejection of the Proposal.

EXHIBIT C – SCHEDULE OF VALUES (one for each model submitted)

2	SOIL TEST	
3	BOND FEE	
4	BUILDER'S RISK	
5	SITE WORK	
6	SHELL	
7	TRUSSES	
8	INTERIOR FRAMING	
9	COMPLETE ROOF COVERING (D-I & S)	
10	WINDOWS AND DOORS	
11	GARAGE DOOR INSTALLED	
12	STUCCO	
13	EXTERIOR DETAILS	
14	PLUMBING - ROUGH	
15	ELECTRIC - ROUGH	
16	MECHANICAL - ROUGH	
17	INSULATION INSTALLED	
18	GYPSUM (H,F& T)	
19	INTERIOR TRIM	
20	INTERIOR PAINT	
21	FLOOR TILE (BATH INCLUDED)	
22	CABINETS & VANITIES	
23	EXTERIOR PAINT	
24	PORTOLETS	
25	WASTE CONTAINER	
26	EQUIPMENT RENTAL	
27	CONTRACT LABOR	
28	CASUAL LABOR	
29	SHELVING AND BATH ACCESSORY	
30	PLUMBING AND FIXTURES	
31	ELECTRIC & LIGHTING FIXTURES	
32	HVAC TRIMS	
33	WINDOW TREATMENTS	
34	DRIVE & WALKWAY'S (form, pour and finish)	
35	CARPENTING INSTALLED	
36	APPLIANCE PACKAGE	
37	IRRIGATION & LANDSCAPE INSTALLED	
38	MOBILIZATION/ DEMOBLIZATION	
39	GENERAL CONDITIONS	
40	PROFIT/MANAGEMENT FEE	
41	CLEANING	
42	**TOTAL**	**$ -**
Add any additional cost category below with description and amount		

Exhibit D

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

Proposers are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Neighborhood Renaissance, Inc (NR) and the successful proposer. Changes to this invitation for proposal may be made only by written amendment issued by Neighborhood Renaissance, Inc. Proposers are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to NR contact person in writing in sufficient time to permit a written response and, if required, will be provided to all prospective Proposers, prior to proposal opening. Oral explanations or instructions given by Neighborhood Renaissance are not binding and should not be interpreted as altering any provision of this document. Proposer certifies that this proposal is made without reliance on any oral representations made by NR.

The obligations of NR under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES**: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility. The successful proposer shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Proposer certifies that all products (materials, equipment, processes, or other items supplied in response to this proposal) contained in its proposal meets all ANSI, NFPA and all other Federal and State requirements. Proposer further certifies that, if it is the successful proposer, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the proposer.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this proposal shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful proposer and NR for any terms and conditions not specifically stated in the RFP.

b. **DISCRIMINATION PROHIBITED**: Neighborhood Renaissance is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful proposer is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP**: The successful proposer is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of NR. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful proposer's sole direction, supervision, and control. The successful proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful proposer's relationship, and the relationship of its employees, to NR shall be that of an Independent Contractor and not as employees or agents of NR.

d. **PUBLIC ENTITY CRIMES**: As provided in F.S. 287.133 the proposer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform any work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management services within the 36 months immediately preceding the date hereof. This notice is required by F. S. 287.133(3) (a).

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor proposal list(s), and/or debarment or suspension from doing business with NR or the City.

f. **CONFLICT OF INTEREST**: All Proposers shall disclose with their proposal the name of any officer, director, or agent who is also an employee or a relative of an employee of NR or the City or a board member of NR or the City. Further, all Proposers shall disclose the name of any Agency employee /board member or relative of an Agency or City

employee/board member who owns, directly or indirectly, an interest of ten percent or more in the proposer's firm or any of its branches.

g. **SUCCESSORS AND ASSIGNS:** NR and the successful proposer each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither NR nor the successful proposer shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

h. **INDEMNIFICATION**: Contractor shall indemnify and hold harmless NR and the City of West Palm Beach, its agents, employees and elected officers and officers, from and against any and all claims, obligations, liability, expenses, losses and causes of action, including attorneys' fees and costs, to the extent the same are caused by: (i) an act, negligence, recklessness or intentional wrongful misconduct of Contractor or its subcontractors, or the officers, agents or employees of either, while engaged in or about the performance of the Work; or while in or about the project site or premises; or (ii) arising from accident or any injury to Contractor or its subcontractors while engaged in or about the performance of the Work, or while in or about the project site or premises, not caused by act of Owner, Owner's agents, servants, or other contractors of Owner; or (iii) arising out of the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor or its subcontractor; or (iv) arising from liens or claims for services rendered for labor or materials furnished in or for the performance of the Work. The extent of Contractor's indemnification shall be limited to one and one-half times the contract price or $1 million per occurrence, whichever is greater. This paragraph shall not be construed to require Contractor to indemnify Owner for Owner's own negligence, or intentional acts of the Owner, its agents or employees. Nothing in this paragraph shall be construed as a contractual waiver by Owner of the limits of sovereign immunity under Sec 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of the Contract. (725.06 F.S. and 768.28 F.S.)

i. **PUBLIC RECORDS**: Any material submitted in response to this RFP is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

j. **INCORPORATION, PRECEDENCE, and JURISDICTION**: This RFP and it supporting documents shall be included and incorporated in the final award. The order of contractual precedence shall be the proposal document (original terms and conditions), proposal response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

k. **LEGAL EXPENSES**: NR shall not be liable to a Proposer for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. SUBMISSION

a. **SUBMISSION OF RESPONSES**: **All responses must be submitted on the provided Response Forms. Responses must be type written or written in ink**, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE PROPOSAL RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE PROPOSAL.** Proposal responses are to be submitted to NR no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the proposal title for proper handling.

b. **CERTIFICATIONS, LICENSES AND PERMITS**: Proposer should include with its proposal a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the proposer shown on the proposal response page. A State of Florida General Contractor's or Underground Utility Contractor License is required. It shall also be the responsibility of the successful proposer to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County and if required by the City and all permits required to complete this contractual service at no additional cost to NR. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the proposer should include the current Local Business Tax Receipt (Occupational License) issued to the proposer in the response. It is the responsibility of the successful proposer to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. **DRUG FREE WORKPLACE CERTIFICATION**: In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with proposal response in order to be considered for a preference whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by NR.

d. **CONDITIONED OFFERS**: Proposers are cautioned that any condition, qualification, provision, or comment in their proposal, or in other correspondence transmitted with their proposal, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their proposal as non-responsive.

e. **PRICING**:

(1) The price offered must be in accordance with the unit of measure provided on the proposal response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your proposal.

(2) In the event of mathematical error(s), the unit price shall prevail and the proposer's total offer shall be corrected accordingly. **PROPOSALS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE PROPOSER PRIOR TO PROPOSAL OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE PROPOSAL SHALL BE REJECTED.**

f. **ACCEPTANCE/REJECTION OF PROPOSALS**: NR reserves the right to accept or to reject any or all Proposals. NR also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject proposals of any proposer who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of Proposers in order to make a determination as to its ability to perform.

NR reserves the right to reject any offer or proposal if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to NR, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some proposal line item and significantly greater than fair market price for other proposal line items. Fair market price shall be determined based on industry standards, comparable proposals or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or proposal is materially unbalanced shall be made in writing by NR's consultant, citing the basis for the determination.

g. **PERFORMANCE DURING EMERGENCY**: By submitting a proposal, proposer agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, NR shall be given "first priority" for all goods and services under this contract. Proposer agrees to provide all goods and services to NR during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Proposer shall furnish a 24-hour phone number to NR in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the proposer subject to sanctions from doing further business with NR.

c. **PROTEST PROCEDURE**: Protests must be submitted in writing, addressed to Neighborhood Renaissance, Inc. Real Estate Development Director, via hand delivery, mail or fax to 561-832-0483. Protest must identify the solicitation, specify the basis for the protest, and be received by NR within three (3) business days of the posting date of the recommended award. The protest is considered filed when it is received by NR. Failure to file protest as outlined in the County of Palm Beach Purchasing Policy shall constitute a waiver of proceedings under the referenced Policy.

4. CONTRACT ADMINISTRATION

a. **DELIVERY AND ACCEPTANCE**: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this proposal are to be made during the normal working hours of NR. Time is of the essence and delivery dates must be met. Should the successful proposer fail to deliver on or before the stated dates, NR reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful proposer shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for NR has, by inspection or test of such items, determined that they appear to fully comply with specifications. NR may return, at the expense of the successful proposer and for full credit, any item(s) received which fail to meet NR's specifications or performance standards.

b. **PAYMENT**: Payment shall be made by NR after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

c. **CHANGES**: NR, by written notification to the successful proposer may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful proposer shall not amend any provision of the contract without written notification to NR.

d. **DEFAULT**: NR may, by written notice of default to the successful proposer, terminate the contract in whole or in part if the successful proposer fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as NR may authorize in writing) after receipt of notice from NR specifying such failure. In the event NR terminates this contract in whole or in part because of default of the successful proposer, NR may procure goods and/or services similar to those terminated, and the successful proposer shall be liable for any excess costs incurred due to this action.

If it is determined that the successful proposer was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful proposer), the rights and obligations of the parties shall be those provided in Section 6.52, "Termination for Convenience."

e. **NOT USED**

f. **ACCESS AND AUDITS:** The proposer shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this Contract. NR shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the proposer's place of business.

5. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. NR is a grant sub recipient of Palm Beach County and therefore all contracts pertaining to this proposal solicitation are subject to this ordinance.

6. SECTION 6 - GENERAL CONDITIONS

6.1 INCORPORATION OF DOCUMENTS. All terms and conditions of the procurement solicitation under which Contractor was qualified by NEIGHBORHOOD RENAISSANCE, INC. (NR), and all terms and conditions of the invitation to proposal on this specific project are incorporated into and are terms and conditions of the contract.

6.2 COMPLIANCE WITH LAWS. The construction of the Houses shall be in compliance with all applicable State and local laws and regulations, including the Florida Building Code and any local amendments thereto.

6.3 MEANS AND METHODS. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures and safety programs in connection with the performance of the work. Contractor shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the work.

6.4 PERMITS AND FEES. All improvements, including the construction, irrigation and landscaping, shall be constructed by the Contractor pursuant to a building permit, landscape permit or permits, as applicable, issued by THE jurisdiction covering each such improvement. Contractor is responsible for obtaining all required permits for improvements and utility connections, as applicable, from all jurisdictional authorities. All permits or licenses necessary for the performance of the work or required by law or ordinance, building permit fees, water and sewer connection

fees, irrigation connection fees, storm drainage fees (if required), shall be secured and maintained by the Contractor; the costs shall be paid directly by NR. Contractor shall be responsible for electrical connection fees.

6.5 TAXES & FEES. The Contractor shall pay all sales, consumer, use and similar taxes applicable to the construction of the Houses.

6.6 SITE CONDITIONS; SOIL TESTING; GRADING. Contractor shall verify all conditions, dimensions, elevations, access roads, construction parking area, and lay down and staging area. The Contractor will be responsible for identifying and performing any geotechnical investigation, analysis, and design required to perform this Agreement. Contractor shall be responsible for all soil testing required, and associated costs, as part of the development process. The Contractor shall be responsible for verification of existing conditions, including research of all existing City records and other information. NR advises that no subsoil investigations have been made; Contractor shall satisfy itself as to all subsoil conditions. Contractor also shall be responsible for any site grading and compaction needed to construct the Houses. There shall be no allowance for additional costs to Contractor after start of Contractor's operations for discrepancies not indicated by Contractor prior to start of work.

6.7 SURFACE AND SUBSURFACE WATER. Contractor shall obtain all permits required from each applicable regulatory agency with respect to the control of surface and subsurface water during the work. Contractor shall immediately remedy any permit violations and shall be responsible for any damages, remediation, fines or penalties assessed by such agencies for permit violations.

6.8 UTILITIES. The Contractor shall obtain at its cost, and maintain, all utilities at each project site as required by the Contractor for the course of construction. Upon the issuance of the Certificate of Occupancy, the Contractor shall notify NR of the intention to disconnect any and all utilities, and provide NR with dates of disconnection, to allow NR the ability to reestablish utilities in the name of NR.

6.9 SANITARY FACILITIES. The Contractor will be required to provide and maintain all adequate sanitary facilities for the use of Contractor's workers, employees and sub-contractors, where necessary.

6.10 MATERIALS. All materials incorporated in each House shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind, quality and manufacturer of materials.

6.11 WORK HOURS. The Project work hours shall be in accordance with local city ordinances.

6.12 SUBSTITUTION. The naming of a specified product of specific manufacturers for equipment or materials under the various items of specifications or as shown on the Approved Plans shall be interpreted as establishing a minimum standard of quality and performance. It shall not be construed as eliminating the selection of other than the named equipment or materials equal to those specified, unless the equipment or materials are specifically designated as not permitting substitution. Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, that by reason of costs savings, reduced construction time or similar demonstrable benefit, the substitution of such item will in no way detrimentally impact the schedule or costs. The burden of proof that such an item offered is equal in all respects to that specified shall be Contractor's. Approval of a substitution shall not relieve Contractor from the responsibility for compliance with all requirements of Contractor.

6.13 CLEAN UP; DEBRIS DISPOSAL. Contractor shall at all times keep work area free of unneeded materials, trash, and debris on a daily basis. Contractor shall perform daily and final clean-up to the satisfaction of NR. Upon completion of each House and prior to the conveyance of any House to a Qualified Homebuyer, Contractor shall remove all temporary structures, equipment, surplus materials, rubbish, and waste materials resulting from its work. Contractor shall make its own arrangements, at its own cost, for disposal of rubbish, waste and construction debris. All waste and debris shall be legally disposed of at licensed disposal facilities.

Construction cleaning is not acceptable. The house and property shall be cleaned to move-in condition at completion. This includes but not limited to the removal of rust stains, excess paint from work, tile / grout cleaning of all tile, caulking all joints between dissimilar materials.

6.14 UTILITY CONNECTIONS. The Contractor shall coordinate the connection of all utilities to the House, including water, sanitary sewer, electricity and ability to connect for telephone and cable services. Contractor shall restore any sidewalks disturbed by such utility connection, which costs (for one restoration) shall be reimbursed by NR through a site specific change order. NR will pay the connection fees and stand by fees for water and sewer.

6.15 WEATHER PROTECTION; HURRICANE PLAN. The Contractor shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Contractor shall provide a hurricane plan to City, prior to any construction, describing the actions they will take to secure the work sites in the event a hurricane warning is issued or is predicted to affect the area.

6.16 SAFETY. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will provide (or require by contract that each subcontractor provide) to each worker on the job site the proper safety equipment for the duties being performed by the worker and will not permit any worker on the job site who fails or refuses to use the safety equipment. Contractor shall provide and maintain all necessary watchmen, barricades, warning lights, and signs and take all necessary precautions for the protection of all persons involved in the work, the public, and all employees or representatives of NR. NR employees and representatives shall comply with all Contractor's safety requirements when on-site. All work and all equipment, machinery, materials and tools shall be in compliance with and conform to all applicable laws, ordinance, rules and regulations.

6.17 QUALITY ASSURANCE. The Contractor shall develop and maintain a program to assure quality control of the construction. Contractor shall supervise the work of all subcontractors and shall perform adequate inspections that will assure that the work performed conforms to the requirements of the approved plans and Contractor shall not proceed with the construction of any component of the work which materially deviates from the plans and specifications. Contractor will exert commercially reasonable influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work or the schedule.

6.18 NO REPRESENTATION BY CITY. Notwithstanding anything contained herein to the contrary, Contractor acknowledges and agrees that NR's review and approval of any plans or specifications shall not constitute, and NR shall not be deemed to have made, any representation or warranty as to the compliance of the work with applicable law or as to the suitability of site for the project. Accordingly, notwithstanding the fact that any plans or specifications are reviewed and/or approved by NR or its consultants, and notwithstanding any advice or assistance which may be rendered by NR or its consultants, NR shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in such plans or specifications.

6.19 GOVERNMENT APPROVALS. The Contractor shall obtain all appropriate approvals, permits, licenses, variances or waivers necessary under applicable laws and regulations for construction of the work and as required by all applicable governmental authorities. NR shall directly pay for each building permit fee, and all associated government fees, taxes, licenses, and levies related to the permitting, minimum inspections and approvals by the City for construction of the work. Contractor shall comply with all zoning, land use, construction and environmental regulations.

6.20 PROJECT MANAGEMENT. Contractor shall provide project management and administrative support for the work, including:

a. Payments to Subcontractors: Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.

b. Reports and Project Site Documents: Record the progress of the project. Submit written progress reports to NR's Project Administrator, including information on the subcontractors' work, and the percentage of completion.

c. Subcontractor's Progress: Inspect subcontractor work. Prepare periodic punch lists for subcontractors' work, including unsatisfactory or incomplete items and schedules for their completion.

d. Compliance Reporting. Provide all necessary reporting and documentation to comply with federal requirements, including Section 3 and DBE requirements.

6.21 NO LIENS. Contractor shall ensure that title to the work site(s) is maintained free and clear of any mechanic, material supplier or similar liens or encumbrances caused by or through Contractor; the failure of which shall be a material default under the contract. In the event that any such lien or encumbrance is recorded against a site, the Contractor shall have ten (10) days from receipt of notice of such lien or encumbrance to cause it to be removed of record, whether by termination, bonding or otherwise.

6.22 SECURITY; PROTECTION OF THE WORK. The Contractor shall continuously maintain adequate protection of all work from loss, theft or damage from whatever cause, and shall take all reasonable precautions to protect the work and materials from theft, injury or loss arising in connection with the contract. Contractor shall comply with the requirements of its insurance carriers and all applicable laws, codes and regulations with respect to prevention of

damage. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to NR Project Administrator within three (3) days of each incident.

6.23 RISK OF LOSS. The Contractor shall have full and complete charge and shall bear all risk of loss of, and injury or damage to, the work performed under the contract, or any portion thereof, including materials and equipment, from any cause whatsoever, until a certificate of occupancy is issued for the work. Contractor shall rebuild, repair, restore and make good any damages, injury, or loss to the work and to the property of third parties. Such loss or damage should be covered by insurance policies maintained by the Contractor.

6.24 REQUIRED INSURANCE.

a. Contractor, and all subcontractors, shall maintain and pay for insurance issued in a company or companies that (1) are authorized to transact business in the State of Florida, (2) have agents upon whom service of process may be made in Palm Beach County, Florida, and (3) have a best's rating of A- VI or better.

b. Coverage's Required. Contractor shall maintain following liability coverage, in the limits specified:

COMMERCIAL GENERAL LIABILITY: Contractor shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations and Personal Injury with limits of not less than Two Million Dollars ($2,000,000) (aggregate) and One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Contractor shall carry business automobile liability insurance with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements and must include owned vehicles and hired and non-owned vehicles.

WORKERS' COMPENSATION: Workers' Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee."

UMBRELLA OR EXCESS LIABILITY INSURANCE: Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. Contractor agrees to name and endorse NR, the City of West Palm Beach, and the City Commission and endorse the City, and the City Commission and their officers, agents, employees and City Commission members as additional insureds. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

BUILDERS RISK: Not less than the value of the Work under construction and facilities under the "custody and control" of Contractor. To be paid by Contractor.

PROFESSIONAL LIABILITY. Architects and engineers retained by Contractor shall carry Professional Liability Insurance with minimum limits of $1,000,000. Policy must remain in effect for two years after project completion.

c. Additional Insured. All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying NR, the City of West Palm Beach and the City Commission and its commissioners, officers, agents, employees as additional insureds. Additional insureds are defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence. No costs shall be paid by NR for an additional insured endorsement.

d. Minimum Coverage: Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as is available to him under any other provisions of this Agreement or otherwise in law or equity.

e. Renewal of Insurance: Contractor shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, Contractor shall be responsible for submitting a new or renewed insurance certificate/ endorsements to NR and the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate which covers the contractual period, NR shall suspend this Agreement until such time as the new or renewed certificate/endorsements are received by NR.

f. These insurance requirements shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the contract.

g. Subcontractors. Contractor shall be entirely responsible for securing Certificates of Insurance coverage as set forth above from all subcontractors who are engaged in the Work.

h. Failure of Contractor to maintain the insurance coverage's and to provide the Certificates of Insurance as provided herein shall be a material default of this Agreement. The Certificates of Insurance shall be dated and show the name of the insured parties, the specific job by name and job location(s).

i. Contractor shall not violate or permit to be violated any of the conditions, provisions or requirements of any insurance policy required by the contract, and Contractor shall perform, satisfy and comply, with or cause to be performed, satisfied and complied with, all conditions, provisions and requirements of all insurance policies.

j. WAIVER OF SUBROGATION: By entering into a contract, you agree to a Waiver of Subrogation in favor NEIGHBORHOOD RENAISSANCE, INC. for each policy required above. When required by your insurer, or should a policy condition not permit you to enter into a pre-loss agreement to waive subrogation without an endorsement, then you agree to notify your insurer and request that your policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which has a condition that specifically prohibits such an endorsement, or one that voids your coverage should you enter into such an agreement on a pre-loss basis.

k. The provisions of this General Condition shall survive the expiration or termination of the Contract.

6.25 ROYALTIES AND PATENTS. Contractor shall pay for all royalties and license fees applicable to the work.

6.26 CORRECTION OF WORK. If any material, equipment or workmanship is determined by NR, either during performance of the work, during final quality inspection or during the warranty period, to be defective or not in compliance with the permitted plans and specifications, NR shall notify Contractor in writing that such material, equipment or work is rejected, and the Contractor shall have 72 hours to correct such work and comply with the plans and specifications. NR reserves the right to withhold payment on any such non-acceptable item. Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same strictly comply with all requirements of the plans, drawings and specifications and without expense to NR.

6.27 REGULAR PROJECT MEETINGS. The Contractor shall provide periodic reports to or attend periodic progress meetings (reports and meetings will be weekly unless otherwise agreed to by NR and the Contractor in writing) with NR to discuss the status of the work and other information relative to the construction and construction schedule, including work accomplished, record of the weather, subcontractors/people working on the site, number of workers, Section 3 compliance, problems encountered and other similar relevant data as NR may reasonably require.

6.28 WARRANTY. The Contractor shall warrant that all materials and equipment included in the work will be new, except as otherwise indicated in the Approved Plans, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the permitted plans, specifications and drawings. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of issuance of a final certificate of occupancy. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Contractor warrants and guarantees for a period of five (5) years from the date of final inspection of the project that all roofing systems are free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. In addition, the contractor shall provide NR and/or the homebuyer with the shingle manufacturer's warranty. This warranty shall be for a period of no less than twenty (20) years from the date of final inspection. The homebuyer and/or NR will give notice of observed defects with reasonable promptness. In the

event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may, after giving 30 days' notice to the Contractor, do so and charge the Contractor the cost thereby incurred.

6.29 CHANGE ORDERS. All change orders that would (i) change, in any material respect, the (a) square footage, (b) layout, (c) structure, (d) façade, (e) usage, (f) quality, quantity and nature of the construction or construction materials or (g) equipment, electrical or mechanical systems of the work based on the permitted plans, drawings and specifications; or (ii) result from conditions of the site or other construction obstacle; or (iii) increase the costs of the work, or (iv) change the construction schedule for the work, shall be subject to the prior written approval of NR. No change order shall be effective unless in writing and approved by NR or its agent. Nothing in a Change Order form may amend, revise or replace any other term of this contract.

6.30 EXTENSION OF TIME. The schedule established for the work is of the essence of the contract. Contractor shall provide notice to NR not later than two (2) business days after Contractor knows of the occurrence of a delay which may impact the scheduled completion date and shall provide NR, in writing, with the following information:

1. Affirmative representation that the delay is beyond the control of Contractor and subcontractors and due to no direct or indirect fault of Contractor.
2. Nature of the delay.
3. Dates of commencement / and anticipated end of delay.
4. Evidence that the delayed work results in a direct delay to the schedule critical path.
5. List of tasks/work affected by the delay.
6. Recommended action to minimize delay.
7. Such other supporting information as requested by NR.

Contractor acknowledges that the evaluation of time extensions will be based on the above information. NR will not consider a claim for time extension which does not comply with the preceding requirements. Contractor agrees that failure to timely request a time extension constitutes a waiver by Contractor of such claim for time extension.

6.31 UNAVOIDABLE DELAY. In the event that construction is delayed by reason of force majeure or an unavoidable delay not within the control of Contractor, Contractor shall notify NR in writing of the delay not later than two (2) days after Contractor knows of the occurrence of an unavoidable delay. Contractor shall supply such documentation with respect to the unavoidable delay as NR may request. The affected schedule may be extended for the same time as the delay period, or such other reasonable time as NR, in its sole discretion, may determine.

6.32 NO DAMAGE FOR DELAY; EXCLUSIVE REMEDY. Contractor expressly agrees that a change order for an extension of time constitutes its sole and exclusive remedies for time or impact-based claims or for delay attributable to any foreseen or unforeseen condition, and Contractor waives claims for any and all damages which it may suffer by reason of such claims, including but not limited to, lost profits, loss or impairment of bonding capacity, destruction of business, overhead, remobilization or demobilization costs, subcontractor delay claims, supervision, extended unabsorbed home office overhead, increase insurance costs, lost profits on alternate or unperformed contracts. Contractor hereby affirms that an extension of time is Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to Contractor as compensation for damages for any delays in the work, whether such delay be avoidable or unavoidable. Notwithstanding the foregoing, a postponement of work for NR's convenience may be compensated as provided in the contract.

6.33 SUBCONTRACTS. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by terms of the contract. NR shall be named as an intended third party beneficiary in all agreements between Contractor and subcontractors. Each subcontractor agreement shall preserve and protect the rights of NR under the contract with respect to the work to be performed by the subcontractor. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractors. Contractor shall include in all construction contracts a provision requiring the subcontractor to consent to an assignment of its contract to NR.

6.34 REQUIRED SUBCONTRACT CONDITIONS. Contractor shall insert in each subcontract all of the following conditions from this contract, and further require their inclusion in any lower tier sub-subcontract or purchase order that may in turn be made, so that such provisions will be binding on each of their own subcontractors.

(1) Section 3 clauses.

(2) Civil Rights terms.

(3) Conflict of interest provision

(4) Provisions regarding no obligation of the Federal government,

(5) Environmental Health & Safety Compliance. Subcontractors shall comply with all applicable Federal, State and local laws regarding occupational safety and health as well as providing protection to the environment.

(6) Delay claims provision, which shall read as follows:

"Contractor "expressly waives any claims for damages which it may suffer by reason of delay caused by events beyond its control, including delays claimed to be caused by NR or its agents and agrees that its exclusive remedy shall be an extension of its contract time."

(7) Insurance provisions. Any contractor retained by Contractor shall be required to comply with the insurance provisions in the contract, including these General Conditions. Each subcontract shall require that each subcontractor secure and maintain at its own cost and for the term of the subcontract its own valid Worker's Compensation Insurance with Florida provisions and including a 'minimum premium' workers' compensation policy where any employee leasing firms or laborers are employed or used by subcontractor, as well as commercial general liability insurance with coverage of at least $500,000 per occurrence, and all insurance required by the specifications or addenda to the Contract Documents, in a company or companies lawfully authorized to do business in Florida, and designating NR and the City as an additional insured.

(8) Indemnification provision, indemnifying NR and the City.

(9) The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

6.35 REQUIREMENTS PRIOR TO SUBSTANTIAL COMPLETION. When Contractor considers the Work to be substantially complete, Contractor will notice NR and submit to NR, the following items which shall be completed as a condition precedent to Substantial Completion and prior to notice by Contractor of Substantial Completion:

A. All general construction completed and the project components shall be clean and all systems fully functional.
B. All mechanical and electrical work substantially complete, fixtures in place, connected, cleaned, fully functional and ready for use.
C. All electrical circuits shall be scheduled in panels and all panels and disconnect switches properly labeled.
D. Project site shall be cleared of Contractor's excess equipment and/or supplies and material.
E. Record drawings and specifications meeting NR's requirements shall be delivered to NR's construction inspector.

6.36 INSPECTION AND PUNCH LIST. Upon notice of substantial completion from Contractor, a walkthrough with NR's construction inspector shall be scheduled to develop a joint final punch list of items necessary to complete the Work. Punch list items shall be corrected and a final inspection requested by Contractor within fourteen (14) days from delivery of the agreed punch list. All punch list items shall be corrected by Contractor prior to any request for final inspection and acceptance or final certificate of occupancy. Contractor acknowledges and agrees that 150% of the amount which may be withheld by NR as to any final punch list item. NR may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the final punch list item. The failure to include any work or pending items not yet completed on the punch list does not alter the responsibility of the Contractor to complete all the construction services and work purchased under the contract.

6.37 CONSTRUCTION COSTS. The Contractor shall pay all Construction Costs for completion of the work. Except as provided in the General Conditions or Special Conditions. NR shall reimburse Contractor for the Construction Costs of the work provided that (i) the costs must be identified in the schedule of values for the work or in an approved change order, and (ii) must be consistent with the approved plans.

Where work is performed at individual job sites, payment requests shall be submitted separately for each work site. Payment requests shall not combine work performed at different work sites.

6.38 PAYMENT WHERE PERFORMANCE AND PAYMENT BONDS REQUIRED: No payment shall be made by NR to Contractor until Contractor has provided Owner with a certified copy of the Performance and Payment Bonds,

evidencing that said bond(s) have been recorded with the Clerk of the Courts in the public records of Palm Beach County.

6.39 INITIAL PAYMENT. Prior to submittal of its initial payment request for each work site, Contractor shall have submitted the following items to NR:

1. List of subcontractors and suppliers, identifying Small and Section 3 businesses
2. All persons working on applicable House, identifying Section 3 workers
3. Construction schedule for House
4. All current certificates of insurance
5. Certified copies of Performance bond and payment bond recorded in the public records.

6.40 PROGRESS PAYMENTS.

a. On or the 10th of each month, Contractor shall prepare and submit for each individual House under work order, on a standard AIA form, a detailed estimate and payment request covering the percentage of the total amount of the work which has been completed from the start of the job up to and including the last day of the preceding month, together with quantity and unit prices of materials and equipment utilized and such supporting evidence as may be required by NR. This estimate shall also include the unit cost of such materials and equipment required in the permanent work as has been delivered to the site and suitably protected but not as yet incorporated in the work. Progress payment requests not timely submitted shall be submitted the following month.

b. Each progress payment request shall be submitted with:

i. Consent of surety;

ii. Subcontractor Utilization Report;

iii for reimbursement for general conditions or miscellaneous reimbursable expenses, documentation reasonably necessary to support payment of the expenses;

v. Section 3 reports and other reports necessary for compliance with federal requirements, as requested by NR and/or the City; along with such other supporting evidence as may be requested.

c. Upon receipt of the progress payment request, NR will make such inspection to determine the work completed and the general compliance with the contract and the plans.

d. Payment will be made in accordance with the Florida Prompt Payment Act.

e. Acceptance of work for payment purposes or payment of an Application for Payment or a progress payment shall not constitute acceptance of work which is not in accordance with the contract or plans.

f. NR may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective work or material not remedied.
2. Claims filed or reasonable evidence indicating public filing of claims by other parties against the Contractor.
3. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
4. Contractor is in default of this Agreement, which default has not been cured within applicable notice and cure period.
5. Contractor fails to submit information required by this Agreement, within ten (10) days after NR's request.
6. Failure of the Contractor to complete work as directed by NR in accordance with the plans.
7. Contractor's insurance coverage lapsed.

g. Suspension of payment. NR, the City or HUD shall have the right under the contract to suspend or terminate payment if contractor, after 15 days' written notice, has not complied with any additional conditions that may be imposed at any time by the City or HUD.

6.41 RETAINAGE. Until each job/work site is determined by NR to be 50% complete, NR shall withhold retainage of ten percent (10%) from each progress payment paid to Contractor. After a job/work is determined to be 50% complete, NR may withhold, in its sole judgement, retainage of five percent (5%) from each progress payment paid to Contractor.

"Fifty percent completion" of the work is defined as that point in time where 50% of the overall value of work items incorporated and which will remain in place subsequent to final completion of the work have been completed, based upon the schedule of values contained in the Contract. If NR has grounds under default as defined in this Contract to retain all or a portion of the retainage, NR may continue to hold such retainage until such defaults have been resolved or corrected.

6.42 FINAL PAYMENT. Contractor may submit its Final Payment Certification request along with its final invoice for each House upon issuance of a final Certificate of Occupancy and submittal of the consent to final payment by surety. Contractor submits with the pay application releases and waivers of liens. The acceptance of the final payment shall constitute a waiver and release of all claims by Contractor against NR, except those previously made in writing and still unsettled.

6.43 PAYMENT PROCEDURE.

a. Contractor's payment requests shall reference the work site (each parcel is a work site):

b. Contractor's invoices and Payment Certifications must be directed to:

Neighborhood Renaissance, Inc.
Attention: Director of Real Estate Development
510 24th Street, Suite A
West Palm Beach, Florida, 33407

c. NR shall issue all payment checks via U.S. Mail to Contractor.

6.44 SUSPENSION OF PAYMENT. NR, the City or HUD shall have the right under the contract to suspend or terminate payment if Contractor, after 15 days written notice, has not complied with any additional conditions that may be imposed at any time by the City or HUD, and as otherwise provided in these General Conditions or the contract.

6.45 FAILURE OF PAYMENT. If NR does not timely pay the Contractor in accordance with the terms of the Contract, then Contractor may, upon (7) seven additional days written notice to NR, stop the work at the site pertaining to the unpaid pay application until payment of the amount owing has been received. The schedule for the subject work shall be extended appropriately. Contractor shall not suspend work at any other work site.

6.46 CONTINGENCY. If the construction price schedule includes an agreed sum as the construction contingency, such contingency is NR's contingency and such amount is included for the purpose of defraying the expenses due to unforeseen conditions, extra work and circumstances relating to construction, unless otherwise agreed. Contractor shall obtain prior written approval from NR prior to the expenditure of such funds and Contractor will be required to furnish documentation evidencing expenditures charged to contingency and/or allowances prior to the release of such funds by NR. Such contingency and allowance accounts are not for use by the Contractor to cover short falls in Contractor's agreed prices. All uncommitted contingency or allowance funds will be retained by NR.

6.47 PERFORMANCE & PAYMENT BONDS

Minimum Bonding Requirements

a) A performance bond on the part of the contractor for a hundred (100) percent of the contract price. Performance Bond Contractor must provide certified copies of recorded performance and payment bonds from a surety acceptable to NR and on forms acceptable to NR prior to commence of the work. Either NR forms or AIA-312 may be utilized. Bonds must be in the amount of 100% of the Contract, including any pre-purchased materials. The Bond shall incorporate by reference the terms of the Contract Documents in its entirety.

Contractor agrees that the following language shall be expressly included within the language of its bond:

> "The Surety expressly agrees to be bound by all terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the contract documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the contract. The Surety waives all rights against Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the contract documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by Owner as fiduciary."

b). A payment bond on the part of the contractor for a hundred (100) percent of the contract price.

Contractor shall provide, on forms furnished by Owner, a 100% Payment Bond in an amount not less than the total contract price covering payments to all potential claimants supplying Contractor with labor, materials, or supplies, used directly or indirectly in the work provided for in the Contract, by a surety company acceptable to NR.

C). Recording of Bond. Prior to execution of the Contract and commencement of Work, Contractor shall record its bond(s) in the public records of Palm Beach County and provide a certified copy of the recorded bond to Owner.

6.48 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner and the City of West Palm Beach, its agents, employees and elected officers, from and against any and all claims, obligations, liability, expenses, losses and causes of action, including attorneys' fees and costs, to the extent the same are caused by: (i) an act, negligence, recklessness or intentional wrongful misconduct of Contractor or its subcontractors, or the officers, agents or employees of either, while engaged in or about the performance of the Work; or while in or about the project site or premises; or (ii) arising from accident or any injury to Contractor or its subcontractors while engaged in or about the performance of the Work, or while in or about the project site or premises, not caused by act of Owner, Owner's agents, servants, or other contractors of Owner; or (iii) arising out of the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor or its subcontractor; or (iv) arising from liens or claims for services rendered for labor or materials furnished in or for the performance of the Work. The extent of Contractor's indemnification shall be limited to $1 million per occurrence. This paragraph shall not be construed to require Contractor to indemnify Owner for Owner's own negligence, or intentional acts of the Owner, its agents or employees.

6.49 Contractor understands and agrees that by performing acceptance inspections for progress payment purposes, NR assumes no responsibility or liability for the performance or the quality of the work. Contractor remains solely responsible and liable for same. Contractor hereby expressly releases NR from responsibility for all action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, action arising out of or related to any acts or omissions of Contractor or its subcontractor in performing the work under this Agreement.

6.50 MATERIAL DEFAULT. Each of the following shall constitute a material default of the contract.

a. Failure of Contractor to commence construction or to substantially complete construction of the work, unless such date has been extended due to Unavoidable Delay or as otherwise provided in this Contract.

b. Failure of Contractor to ensure that title to each site is maintained free and clear of any mechanic's or materialmen's or similar liens caused by or through Contractor.

c. Breach by Contractor of any Federal requirements set forth in this Contractor.

d. Failure of Contractor to maintain required insurance coverage's.

e. Failure of Contractor to provide the required bonds in the required amounts.

f. Any representation or warranty made by the Contractor or any statement or representation made in any certificate or report delivered in accordance with this Contractor proves to have been false, misleading or incorrect in any material respect when made or furnished or when reaffirmed.

g. Dissolution or termination of the corporate or partnership existence of Contractor by merger, consolidation or otherwise, or termination or suspension of Contractor's authorization to do business; or cessation of Contractor to continue to do business. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.

h. Failure of Contractor to supply sufficient skilled workmen or suitable materials or equipment,

i. Repeated failures by Contractor to make prompt payments to subcontractors or for labor, materials or equipment;

k. Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of NR, the City or HUD; or fails to comply with any of the rules, regulations or statutes, executive orders and HUD guidelines, policies or directives a may be come applicable at any time;

l. Contractor utilizes funds in an improper manner; or submits reports that are incorrect or incomplete in any material respect.

6.51 REMEDIES UPON DEFAULT.

a. In the event of a non-material default, City shall give Contractor written notice of such default and five (5) days to cure such default;

b. In the event of a material default, City shall give Contractor and surety written notice of such material default and ten (10) days to cure such default in the case of failure or refusal of Contractor to substantially complete construction by the scheduled completion date; and five (5) days to cure in the case of any other material default.

c. During any cure period, Contractor shall make progress reports to NR on a daily basis unless NR agrees upon some other period of time.

d. Upon the happening of any one or more material default(s), NR, at its option and without prejudice to any other right or remedy, may, after notice to Contractor and opportunity to cure.

(i) Terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method is deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for direct costs of completing the project, including compensation for additional professional services, such excess shall be paid to a contractor selected by NR to complete the work. If such costs exceed such unpaid balance, the Contractor or his insurance company will pay the difference to NR.

(ii) Terminate this Contractor and may institute an action or suit or other proceeding in law, in equity or otherwise, which it deems necessary or proper for the protection of its interest;

(iii) Seek specific performance or observance by Contractor of the applicable provisions of this Contract.

6.52 TERMINATION FOR CONVENIENCE. NR shall have the right to suspend or delay the work for such period of time as NR may determine or terminate this Contract, in whole or in part, with or without cause, and for its convenience, upon ten (10) days written notice to Contractor. If NR orders a suspension, the contract price and construction completion date shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. In the event of termination, NR shall compensate Contractor for all authorized work satisfactorily performed or obligated pursuant to the contract through the termination date, along with a reasonable profit for services or other work performed for which profit has not already been included in an invoice. Contractor agrees to waive any claim for damages in such instance. Contractor shall, as a condition of receiving the payments, execute and deliver all such documents are required for final payment. Contractor shall promptly remove any part or all of its equipment, materials and supplies from the sites, failing which NR shall have the right to remove such equipment, materials and supplies at the expense of Contractor. All materials paid for by NR shall be delivered to NR. Those provisions of the contract which by their nature survive termination shall remain in full force and effect.

6.53 CONTRACTOR OBLIGATIONS UPON TERMINATION. Upon receipt of notice of termination by NR (whether for convenience or cause): (i) Contractor shall not obligate additional funds under this Contract; (ii) Contractor shall cease work; (iii) Contractor shall take actions reasonably necessary, or that NR may direct, for the protection and preservation of the work; (iv) except for work directed to be performed prior to the effective date of termination as stated in the notice of termination, Contractor shall terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and (v) turn over all marked up drawings and specifications showing progress to date.

6.54 TERMINATION BY CONTRACTOR. Upon providing NR with ten (10) business days written notice to cure, Contractor may terminate this Contractor or any Work Order for any of the following reasons:

(i) issuance of an order of a court or other public authority having jurisdiction which requires all work to be stopped;

(ii) an act of government, such as a declaration of national emergency which requires all work to be stopped;

(iii) failure of NR to make payment to Contractor as and when provided under this Contractor.

In the event of such termination by Contractor, Contractor will be paid for (a) work executed; (b) services rendered and materials supplied or ordered up to the date of termination. No amount shall be paid by NR for anticipated profit, overhead or damages.

6.55 NO WAIVER. No failure of NR to insist upon strict performance of any covenant, term or condition of this Contractor or to exercise any right or remedy available to NR by reason of default by Contractor, and no payment of amount due under this Contractor during the continuance of any default, shall constitute a waiver of any such default or of such covenant, term or condition of this Contractor to be performed or compiled with by Contractor, and no default by either party, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any default shall affect or alter this Contractor, but each and every covenant, term and condition of this Contractor shall continue in full force and effect with respect to any other then existing or subsequent default.

6.56 NO VERBAL AGREEMENTS. No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. All Contract amendments or Change Orders shall be written and executed by both Owner and Contractor.

6.57 COMPLIANCE WITH LAWS. Contractor shall comply with all applicable City, State and Federal laws relating to the provision of services under this Contract, now or hereafter in effect. Contractor shall comply with all applicable City, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect. It shall not be grounds for a change order that Contractor failed to investigate the codes and regulations of all applicable government agencies with jurisdiction over the Work.

6.58 Not Used

6.59. ETHICS; CONFLICTS OF INTEREST Contractor shall disclose the name of any officer, director, or agent who is also an employee or a relative of an employee of NR or a board member of NR. Further, Contractor shall disclose the name of any Agency employee /board member or relative of an Agency employee/board member who owns, directly or indirectly, an interest of ten percent or more in the Contractor's firm or any of its branches.

6.64 UNAUTHORIZED ALIENS/PATRIOT'S ACT. The knowing employment by Contractor or its subcontractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of the Contract. Contractor shall take all commercially reasonable precautions to ensure that it and its sub-contractors do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended and reinstated (the "Patriot Act"). Contractor represents it is not a Prohibited Person under the Executive Order or Patriot Act.

6.65. NON-DISCRIMINATION. In performing under the Contract, Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

6.66 Not Used

6.67 AVAILABILITY OF FUNDS. The Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the Owner.

6.68 RIGHT TO AUDIT. Contractor shall maintain adequate records of the services for at least three (3) years from project occupancy. NR, during Contractor's business hours and with at least 24 hours prior notice to Contractor, shall have the right to audit Contractor's books and records, at Owner's expense, with regard to the accounts and services provided to or on behalf of Owner under this Contract to ensure that all aspects of the Contract are being met. Failure by Contractor to permit such audit shall be cause for termination of this Contract by NR. In addition to the foregoing, Contractor consents to the Owner requesting from the insurance carriers confirmation of all fees paid to Contractor arising out or related to the City's insurance coverage's during the term of the Contract.

6.69 INSPECTOR GENERAL. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of the Contract, and may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of

Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Owner to be a material breach of the Contract justifying its termination.

6.70 INDEPENDENT CONTRACTOR. Contractor represents that it is properly experienced, licensed, equipped and financed to perform the work. Contractor acknowledges and agrees that it is an independent contractor of Owner and is not an employee of Owner and shall maintain control over its employees, subcontractors and work methods. Contractor more specifically acknowledges that it: will not be eligible to participate in any employee benefit maintained by Owner; will not be covered by Owner's workers' compensation insurance; and will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by Owner to Contractor under the Contract.

6.72 LITIGATION. In the event suit is filed to construe or enforce this Agreement, brought by either party against the other by reason of any matter or dispute arising out of this Agreement, the parties agree that the prevailing party in such litigation will be entitled to recover from the non-prevailing party the prevailing party's reasonable attorneys' fees therein, including fees incurred in bankruptcy proceedings or on appeal, plus court costs. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

6.73 GOVERNING LAW; VENUE. This Contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. Owner and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida seated in Palm Beach County.

6.74 NOTICES. All written notices and other communications required or provided for under this Contract shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or hand delivered to the following address and person bearing the following title for each party hereto or such other addressee or person as shall be designated by a party in a written notice given in the manner required hereby:

to Owner:

Neighborhood Renaissance, Inc.
Attention Director of Real Estate Development
510 24th Street, Suite A,
West Palm Beach, FL 33402-3366

to Contractor:

[to Contractor at the address listed on the first page of the Contract]

6.75 PUBLIC RECORDS. Contractor shall comply with Chapter 119, Florida Statutes, regarding access to public records. Failure of compliance may be cause for termination by Owner.

6.76 SPECIFIC WAIVER. Any waiver issued by Owner of any provision of the Contract Documents shall only be effective if issued in writing by Owner and shall be specific, shall apply only to the particular matter concerned, and shall not apply to other similar or dissimilar matters. Either party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in the Contract shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, agreement or undertaking at any time in the future.

6.77 HEADINGS; INDEX. The headings and the table of contents or index contained in these General Conditions are provided for convenience only.

6.78 INTEGRATION. The Contract constitutes the entire agreement between Contractor and Owner and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. The Invitation to Proposal and its terms and conditions are incorporated herein and made a part of this Contract. No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

6.79 SEVERABILITY. The invalidity, illegality or unenforceability of any provision of the Contract shall not affect the validity, legality or enforceability or any other provision of the Contract and the Contract shall be construed and enforced in all respects as if the invalid, illegal or unenforceable provision is not contained herein.

6.80 ASSIGNMENT. Contractor shall not assign the Contract as a whole or in part without the written consent of Owner, nor shall Contractor assign any monies due or to become due to it hereunder without the previous written consent of Owner and its surety. Assigning the Contract shall not relieve Contractor or his surety from any contract obligations.

7. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between the General Conditions in Section 6 and Exhibit D General Conditions, the provisions of Exhibit D General Conditions shall have precedence.

THIS IS THE END OF "GENERAL CONDITIONS."

EXHIBIT E – PROPOSED CONTRACT

THIS CONTRACT is made and entered into on this day _____, 2019 by and between Neighborhood Renaissance, Inc. (the "Owner" or "NR"), a Florida Corporation with offices at 510 24th Street, Suite A, West Palm Beach, Florida, 33407 and _____, a _____, whose principal address is _____ (the "Contractor").

WHEREAS, Contractor has caused to be prepared specification, drawings and other contract documents for certain work described in the RFP dated _____ and the contractor proposal dated _____ for the construction of a home located at _____West Palm Beach Florida; and

WHEREAS, Owner determined that the Contractor's Proposal represents the best value to NR and wishes to contract with Contractor under the terms and conditions contained herein;

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, Owner and Contractor understand and agree as follows:

1. SCOPE OF WORK. The Contractor shall furnish all necessary plans, labor, materials, equipment and supplies, and shall execute and complete in a good and workmanlike manner, all work shown on the technical specifications and drawings for the Project prepared by _____, dated _____, (the "Contract Drawings"), which work is described in more detail in the Scope of Work detailed in the RFP (the "Work").

2. CONTRACT PRICE. Owner agrees to pay the Contractor for the completion of all Work in accordance with the Contract Documents and Contractor's Schedule of Values. NR and Contractor agree that the Contract Price shall include a contingency sum in the amount of _____ which shall be utilized in accordance with the General Conditions. Contractor will accept, as full compensation for completion of the Work, an amount not to exceed: _____ (the "Contract Price"), subject only to adjustment as provided in the General Conditions. Payments shall be made in accordance with the General Conditions.

3. CONTRACT TIME. Time of completion is of the essence of this Contract. Contractor shall proceed with the work and shall conform to the project schedule. Work shall commence on the date of the Notice to Proceed issued by NR, which Notice to Proceed shall become a part of and be incorporated into this Contract by this reference. Work shall be substantially completed within _____ (____) calendar days and fully completed within _____ (____) calendar days of the Notice to Proceed (the "Contract Time") with such extensions of time as are provided in the General Conditions.

4. LIQUIDATED DAMAGES. As of the date of this Contract, the actual damages Owner may suffer as a result of the failure to complete the Work within the Contract Time are not ascertainable. If said Work is not substantially completed and then fully completed within the Contract Time, as may be adjusted, the Contractor shall be liable and hereby agrees to pay to Owner as liquidated damages, and not as a penalty, the sum of _____ ($_____) per calendar day for each and every day or part of a day thereafter that said work remains incomplete.

5. CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, reviewed any design criteria furnished by NR, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations

with requirements of the Contract Documents. Contractor deems both his inspection of the site to be an adequate investigation. Contractor represents that the plans and specifications are consistent, practical, feasible and constructible within the scheduled construction time. Contractor affirmatively covenants that Contractor has observed no defects or discrepancies in the plans, specifications or site and that if during construction any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to Owner.

6. ETHICS. Contractor acknowledges, agrees and commits that it shall comply with all applicable state and city rules and regulations.

7. CONTRACT DOCUMENTS. Contractor agrees to complete all work in accordance with the Contract Documents. The term "Contract" and or "Contract Documents" shall include all the terms and conditions and project requirements contained in this Contract and the following documents, all of which taken together are made a part of this contract and incorporated herein and form the Contract Documents, regardless of whether such documents are attached. For convenience sake, some of the documents may not be attached to this Contract, but the listed documents make up the Contract Documents, whether or not they are attached.

a. REQUEST FOR PROPOSALS FROM GENERAL CONTRACTORS TO DESIGN AND CONSTRUCT SINGLE FAMILY HOMES IN WEST PALM BEACH AND PALM BEACH COUNTY, FLORIDA DATED _____
b. General Conditions – Included as part of the RFP
c. Federal Requirements – Exhibit F
d. Contract Drawings – provided by Contractor – To be reviewed and approved by Owner
e. Schedule of Values
f. Section 3 Compliance Plan
g. Certification of Eligibility of General Contractor
h. Certification of Non-Segregated Facilities
i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Non-Collusion Affidavit
j. Drug Free Certification
k. Contractor's Schedule of Subcontractors

This Contract shall be executed in two (2) original sets by Owner and Contractor. The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

AGREED:

_____	_____
OWNER (Signature)	CONTRACTOR (Signature)
_____	_____
Name and Title of Authorized Signor	Name and Title of Authorized Signor
	License Number: _____
	Jurisdiction: _____

EXHIBIT F

FEDERAL REQUIREMENTS

The Contractor shall comply with the following federal laws, regulations and requirements. The terms “Contractor” or “contractor” in these requirements shall refer to the Contractor under this Contract. In the event of a conflict between the Federal Requirements listed in this section and other provisions of the Request for Proposals or the Contract, the Federal Requirements will govern and prevail.

A. GENERAL.

a. These provisions shall apply to all work performed by Contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

b. Except as otherwise provided for in each section, Contractor shall insert in each subcontract all of the stipulations contained in these federal requirements, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these federal requirements.

c. A breach of any of the stipulations contained in these federal requirements shall be a material default and sufficient grounds for termination of this Agreement.

B. SECTION 3.

(1) Compliance. Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 1u (Section 3), and as implemented by the regulations set forth in 24 CFR 135, shall be binding on the Contractor and all subcontractors, their successors and assigns. Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements and Contractor shall bear the burden of demonstrating all efforts taken.

(2) Local Hiring Plan. The Contractor shall provide a Local Hiring Plan which outlines the procedure to maximize hiring and contracting with local low- and very low-income residents. This plan shall include, but not be limited to, a detailed strategy for outreach, recruitment, and hiring of a minimum of 30% of the total workforce, including sub-contractor labor, from the low- and very low-income residents of the local community, including residents of public housing and efforts to award at least 10% of its total contract value to Section 3 businesses. NR does not maintain a database of Section 3 residents or businesses. Contractor shall be required to identify such Section 3 residents and businesses itself.

(3) Training and Employment. Contractor agrees to ensure that opportunities for training and employment arising in connection with House construction under this Agreement are given to low- and very low-income persons residing within the West Palm Beach metropolitan area and where feasible, priority will be given to low- and very low-income persons residing in the project neighborhoods and to low- and very low-income participants in other HUD programs.

(4) Subcontract Award. Contractor agrees to award subcontracts for work under this Agreement to business concerns that provide economic opportunities for to low- and very low-income persons residing within the West Palm Beach metropolitan area and where feasible, priority will be given to business concerns that provide economic opportunities to low- and very low-income persons residing in the project neighborhoods and to low- and very low-income participants in other HUD programs. Contractor and all subcontractors with subcontracts of $100,000 or more shall make good faith efforts to award at least 10% of its total contract value to Section 3 businesses.

(5) Subcontracts. Contractor shall include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 1u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

(6) The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the Contractor's commitment under this Section 3 clause, and Contractor agrees to post copies of the notice in conspicuous places at work sites where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(7) The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135. Contractor will not let any subcontract unless the subcontractor has first provided Contractor with a preliminary statement of ability to comply with Section 3 regulations.

(8) The Contractor certifies that any vacant employment positions, including training positions, that are filled (i) after the Contractor is selected but before the Agreement is executed, and (ii) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

(9) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for material default, and debarment or suspension from future HUD assisted contracts.

C. EQUAL EMPLOYMENT OPPORTUNITY; NONDISCRIMINATION; MINORITY BUSINESS ENTERPRISE UTILIZATION.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document his efforts to the Owner.

9. Civil Rights Compliance. Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance. Contractor shall comply with Title VIII of the Civil Rights Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (“HCDA”), as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

10. Non-Discrimination. Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The non-discrimination provisions in Section 109 of the HCDA are applicable.

11. Land Covenants. This Agreement is subject to the requirements of 24 CFR 570.601 and 570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with federal funds assistance, including all Infill Sites under this Agreement, the special warranty deed shall contain a covenant running with the land or lease prohibiting discrimination, as defined by law, in the sale, lease, rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon; and providing that the City and the United States are beneficiaries of and entitled to enforce such covenants.

12. Section 504. Contractor agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794) which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

13. Contractor will include the provisions of this Section C, sub-paragraphs (1) thorough (4) in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

D. USE OF FUNDS FOR LOBBYING (Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20). The Contractor certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Contractor shall require the following language to be specifically included in all of its subcontracts or purchase orders so that such provisions will be binding upon each of its own subcontractors:
Lobbying certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

E. CONFLICT OF INTEREST.

(1) No officer, employee or agent of Contractor shall participate in the selection or award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(2) No officer or employee of NR or its designees or agents, who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract related to this Agreement, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

F. RELIGIOUS ACTIVITIES. Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

G. COMPLIANCE WITH ALL APPLICABLE LAW AND REGULATIONS.
The Contractor shall comply with all federal regulations applicable to the City's grants and programs, including the requirements of Title 24 of the Code of Federal regulations. Contractor shall comply with all other applicable Federal, State and local laws, regulations and policies governing the funds and programs.

H. RECORDS.
The Contractor shall maintain all records required by Federal regulations that are pertinent to the word to be provided under the Contract, including, but not limited to: i) records supporting the eligibility of activities; ii) client data iii) records required to document the improvement, use or disposition of real property improved with HUD assistance; iv) records documenting compliance with the fair housing and equal opportunity regulations; v)

financial records as required by regulations; vi) records necessary to document compliance with Subpart K of 24 CFR Part 570.

The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until NR, the City, HUD, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

I. ACCESS TO RECORDS.

The Contractor agrees to provide NR, the City, HUD, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

J. HISTORIC PRESERVATION.

The Contractor shall, in performing work under any contract, comply with the Historic Preservation requirements set for the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR part 800, to the extent they apply to work performed under the contract.

K. LEAD BASED PAINT POISONING PREVENTION ACT.

Reference:

- Department of Housing and Urban Development, Title 24, Part 35; FR Vol. 64, No. 178, September 15, 1999
- Lead-Based Paint Poisoning Prevention Act, as amended
- Residential Lead-Based Paint Hazard Reduction Act of 1992
- 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which received Federal assistance.
Contractor agrees that any construction of residential structures as part of the work under any contract shall be subject to HUD lead-based paint regulations at 24 CFR 570.608 and 24 CFR Part 35, and 40 CFR Part 745, and shall be in compliance with the Lead-Based Paint Poisoning Prevention Act, as amended, and the Residential Lead-Based Paint Hazard Reduction Act of 1992.

The Contractor shall not use or subcontract to a contractor that uses lead-based paint having more then 6/100 of 1% lead content by weight in the performance of this contract.

L. ARCHITECTURAL BARRIERS ACT and AMERICAN WITH DISABILITIES ACT.
The Architectural Barriers Act of 1968 (42 USC 4151 and 24 CFR 40) subjects residential structures to the requirements of these acts and compliance with the Uniform Federal Accessibility Standards for residential structures.

M. NO OBLIGATION BY THE FEDERAL GOVERNMENT.

(1) Absent the express written consent by the City or the Federal Government, the City and Federal Government or the Department of Housing and Urban Development are not a party to the contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by HUD. It is further agreed that the clause shall not be modified, except to - identify the subcontractor who will be subject to its provisions.

N. INCORPORATED DOCUMENTS.

The following law, regulations and documents are herein incorporated by reference and made a part of this Agreement, to the extent applicable, as if fully set forth herein:

a. Office of Management and Budget Circulars A-87, A-102, A-133 and 24 CRF Part 85.
b. Federal Communities Block Grant Regulations (24 CFR Part 570) as amended.
c Housing and Economic Recovery Act of 2008 (Publ. L. 110-289).
d. Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990.
e. Executive Orders 11246, 11478, 11625, 12432, 11738
f. Copeland Anti-Kickback Act
g. Contract Work Hours and Safety Standards Act and regulations.
h. Section 3 of the Housing and Community Development Act of 1968.
i. Clean Air Act, 42 USC 7401, et seq.
j. Clean Water Act
k. Federal Water Pollution Control Act, 33 USC 1251
k. EPA regulations (40 CFR Part 50)
l. Energy Policy and Conservation Act (Public Law 94-163)
m. National Historic Preservation Act of 1966.
n. HUD Environmental standards.

.

END OF EXHIBIT F FEDERAL REQUIREMENTS

EXHIBIT G – FEDERAL AND REQUIRED FORMS

10.a. NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of _____

County of _____

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) She/he is _____of
(Pres. Partner, Sole Proprietor)

_____, the Proposer
(Company name)
that has submitted a proposal to perform work for the following project:

Project Name: Infill Housing, Neighborhood Renaissance, Inc.

(2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of West Palm Beach, Neighborhood Renaissance, Inc. or any person interested in the proposed Contract: and

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____ _____
Print Name Signature

Subscribed and sworn to (or affirmed) before me this _____day of _____2019 by

_____ who is personally known to me or who has produced identification.

NOTARY SEAL: Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

EXHIBIT G – FEDERAL AND REQUIRED FORMS

10.b. ANTI-KICKBACK AFFIDAVIT

State of _____

County of _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, after being
(Individuals Name)
by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) She/he is _____of
(Pres. Partner, Sole Proprietor)

_____, the Contractor
Company name

that has submitted a proposal to perform work for the following project:

Project Name: Infill Housing, Neighborhood Renaissance, Inc.

(2) I, the undersigned, hereby depose and say that no portion of the sum proposal in connection with the work to be performed at the property identified above will be paid to any employee of City of West Palm Beach or Neighborhood Renaissance, Inc. or, as a Commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

_____ _____
Print Name Signature

Subscribed and sworn to (or affirmed) before me this _____day of _____2019 by

_____ who is personally known to me or who has produced identification.

NOTARY SEAL: Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

EXHIBIT G – FEDERAL AND REQUIRED FORMS

10.c. CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

State of _____

County of _____

BEFORE ME, the undersigned authority, personally appeared _____, who, after being
(Individuals Name)
by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) She/he is _____of
(Pres. Partner, Sole Proprietor)

_____, Hereinafter, referred to as
Company name
the "Contractor"; who submitted a proposal to perform work for the following project:

Contract #: Project Name: Infill Housing, Neighborhood Renaissance, Inc.

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion- Primary Covered Transactions" as a part of its contract with such subcontractors, and that the "Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the Contractor shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action.

_____ _____ _____
Print Name Signature Date

Subscribed and sworn to (or affirmed) before me this _____day of_____2019 by

_____ who is personally known to me or who has produced identification.

NOTARY SEAL: Notary Signature: _____

Notary Name: _____

EXHIBIT G – FEDERAL AND REQUIRED FORMS

10.d. CERTIFICATION OF NON-SEGREGATED FACILITIES

The Proposer certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Proposer certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this proposal. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Proposer agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Infill Housing, Neighborhood Renaissance, Inc.

_____ _____

(Title: Pres. Partner, Sole Proprietor) Company name

_____

Address

_____ _____

Print Name Signature

_____

Date

EXHIBIT G – FEDERAL AND REQUIRED FORMS

10.e. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Company Name:_____

Authorized By:_____
(Sign) (Print Name)

Title:_____ Date:_____

EXHIBIT G – FEDERAL AND REQUIRED FORMS

10.f. DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.
In order to have a drug-free workplace program, a business shall:

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 proposal 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 proposal, 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 893 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 the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Project Name: Infill Housing, Neighborhood Renaissance, Inc.

_____ _____
(Pres. Partner, Sole Proprietor) Company name

_____ _____
Proposer's Signature Date

EXHIBIT G – FEDERAL AND REQUIRED FORMS

10.g. SECTION 3 UTILIZATION PLAN

Contractor's Name:	Project Contact Person:	Designated Compliance Person
Address:	Telephone Number:	Email:

PART 1: SUBCONTRACT AWARDED

A. Estimated total dollar of amount of subcontracts to be awarded	**$**
A. Estimated total dollar amount of subcontracts to be awarded to Section 3 businesses	**$**
B. Percentage of total dollar amount estimated to be awarded to Section 3 businesses	**%**

PART 2: HIRING/RECRUITMENT EFFORTS

Indicate the efforts anticipated to be made to recruit trainees and new hires from low- and very low-income persons who live in the affected neighborhood and homeless persons; particularly those who are recipients of government assistance for housing. Please check all that apply and provide explanations. In the event that the space provided is insufficient, additional pages should be added.

- Recruitment of Section 3 Residents and Businesses (i.e. through formal contact with trade association publications, the local advertising media such as community television networks, newspapers of general circulation, radio and internet advertising and referrals from union and non-union associations, Workforce Alliance and Florida Training Services and other trade associations.)

Signage (i.e. prominently display signs at the project sites, in the service area or neighborhood in which the Section 3 covered project is located that provide general information about the work to be contracted, where to obtain information about the work to be contracted and any other additional information.)

Community Organizations and Public or Private Agencies (i.e. Contract with agencies operating within the Section 3 covered program or project area for assistance in identifying Section 3 trainees, employees and business concerns.)

Eligible Section 3 Businesses (i.e. maintain a contact list of businesses to provide written notice in a timely manner of the availability of upcoming contract opportunities.)

Eligible Section 3 Residents (i.e. maintain a list of residents who have made application for employment of any vacancies or first available vacancy.)

Other efforts or strategies utilized

(continued)

PART 3: ESTIMATED PROJECT WORK FORCE BREAKDOWN

COLUMN 1 JOB CATEGORY	COLUMN 2 TOTAL ESTIMATED POSITIONS	COLUMN 3 NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	COLUMN 4 NO. POSITIONS NOT CURRENTLY OCCUPIED	COLUMN 5 NO. POSITIONS TO BE FILLED WITH LIPAR* SECTION 3
Officers/Supervisors				
Professionals				
Technicians				
Office/Clerical				
Service Workers				
Others				
Trade:				
Journeymen				
Helpers				
Apprentices				
Minimum No. Trainees				
Others				
Trade:				
Journeymen				
Helpers				
Apprentices				
Minimum No. Trainees				
Others				
Trade:				
Journeymen				
Helpers				
Apprentices				
Minimum No. Trainees				
Others				
Trade:				
Journeymen				
Helpers				
Apprentices				
Minimum No. Trainees				
Others				
TOTAL				

*Lower Income Project Area Residents. Individual residing within the Section 3 determined project area boundaries whose family income does not exceed 80% of the median income in the Standard Metropolitan Statistical Area (or the County, if not within the EMSA) in which Section 3 covered project is located.

EXHIBIT G – FEDERAL AND REQUIRED FORMS

10.h. CONTRACTOR'S SCHEDULE OF SUBCONTRACTORS

To be completed at time of contract execution

Company Name:	Type of Work:	Estimated $ amount of subcontract work $
Address	Telephone #	
Zip Code:	Federal ID #	
Company Name:	Type of Work:	Estimated $ amount $
Address	Telephone #	
Zip Code:	Federal ID #	
Company Name:	Type of Work:	Estimated $ amount $
Address	Telephone #	
Zip Code:	Federal ID #	
Company Name:	Type of Work:	Estimated $ amount $
Address	Telephone #	
Zip Code:	Federal ID #	
Company Name:	Type of Work:	Estimated $ amount $
Address	Telephone #	
Zip Code:	Federal ID #	

Include more sheets if necessary.

Authorized Signature: _____

Note: The above schedule of sub-contractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to Neighborhood Renaissance, Inc.

EXHIBIT G – FEDERAL AND REQUIRED FORMS

10.I. MBE/WBE CONTRACTOR/SUBCONTRACTOR PARTICIPATION FORM

Complete with submission if known, otherwise will be required at close out of contract.

Provide the MBE (Minority Business Enterprise) and WBE (Women Business Enterprise) information requested below for the Prime Contractor and subcontractors who will perform construction work on this project. For each MBE/WBE submit a copy of the certification showing such status. Certifications from State agencies (such as the Florida Department of Management Services, Office of Supplier Diversity, or the Florida Department of Transportation) or from any public agencies shall be acceptable.

Your attention is directed to the Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) as contained in this document, and the goals specified therein for minority and female participation. If these goals are not met, the Prime Contractor shall demonstrate in writing what affirmative steps and effort was taken to obtain minority and women subcontractors as required by 24 CFR 85.36(e) (2) (vi), including identifying what firms were solicited as subcontractors. (Use additional sheets if needed).

PRIME CONTRACTOR INFORMATION:		
Name: _____	**WBE** [ ]Yes [ ]No	**MBE** [ ]American Indian/ Alaskan Native [ ]Asian/ Pacific Islander [ ]Black (non-Hispanic) [ ]Hispanic
SUBCONTRACTOR INFORMATION: *Provide subcontractor information below, or check here [ ] if there are no subcontractors for this project.*		
Name: _____	**WBE** [ ]Yes [ ]No (If yes, indicate amount of subcontract to be awarded) $_____	**MBE** (Check one and indicate amount of subcontract to be awarded) [ ]American Indian/ Alaskan Native [ ]Asian/ Pacific Islander [ ]Black (non-Hispanic) [ ]Hispanic Amount of subcontract to be awarded to the MBE checked above: $_____
Name: _____	**WBE** [ ]Yes [ ]No (If yes, indicate amount of subcontract to be awarded) $_____	**MBE** (Check one and indicate amount of subcontract to be awarded) [ ]American Indian/ Alaskan Native [ ]Asian/ Pacific Islander [ ]Black (non-Hispanic) [ ]Hispanic Amount of subcontract to be awarded to the MBE checked above: $_____
Name: _____	**WBE** [ ]Yes [ ]No (If yes, indicate amount of subcontract to be awarded) $_____	**MBE** (Check one and indicate amount of subcontract to be awarded) [ ]American Indian/ Alaskan Native [ ]Asian/ Pacific Islander [ ]Black (non-Hispanic) [ ]Hispanic Amount of subcontract to be awarded to the MBE checked above: $_____
Name: _____	**WBE** [ ]Yes [ ]No (If yes, indicate amount of subcontract to be awarded) $_____	**MBE** (Check one and indicate amount of subcontract to be awarded) [ ]American Indian/ Alaskan Native [ ]Asian/ Pacific Islander [ ]Black (non-Hispanic) [ ]Hispanic Amount of subcontract to be awarded to the MBE checked above: $_____

MBE/WBE SUPPLIER PARTICIPATION FORM

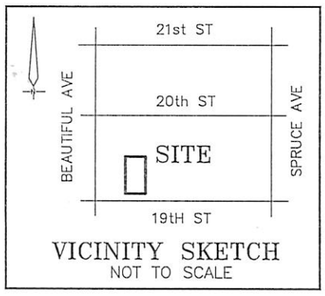
The Prime Contractor shall take all necessary affirmative steps to assure that MBE (Minority Business Enterprise) and WBE (Women Business Enterprise) are utilized when possible as suppliers in connection with this project. Provide information requested below for such suppliers. For each MBE/WBE supplier submit a copy of the certification showing such status. Certifications State agencies (such as the Florida Department of Management Services, Office of Supplier Diversity, or the Florida Department of Transportation) or any public agencies shall be acceptable. The Prime Contractor shall demonstrate in writing efforts to utilize MBE/WBE suppliers, including identifying what firms were solicited as suppliers.

(Use additional sheets if needed).

PRIME CONTRACTOR INFORMATION: Name: _____		
SUPPLIER INFORMATION: *Provide the supplier information below, or check here [ ] if there are no suppliers for this project.*		
Name: _____	**WBE** [ ]Yes [ ]No (If yes, indicate amount of contract to be awarded) $_____	**MBE** (Check one and indicate amount of contract to be awarded) [ ]American Indian/ Alaskan Native [ ]Asian/ Pacific Islander [ ]Black (non-Hispanic) [ ]Hispanic Amount of contract to be awarded to the MBE checked above: $_____
Name: _____	**WBE** [ ]Yes [ ]No (If yes, indicate amount of contract to be awarded) $_____	**MBE** (Check one and indicate amount of contract to be awarded) [ ]American Indian/ Alaskan Native [ ]Asian/ Pacific Islander [ ]Black (non-Hispanic) [ ]Hispanic Amount of contract to be awarded to the MBE checked above: $_____
Name: _____	**WBE** [ ]Yes [ ]No (If yes, indicate amount of contract to be awarded) $_____	**MBE** (Check one and indicate amount of contract to be awarded) [ ]American Indian/ Alaskan Native [ ]Asian/ Pacific Islander [ ]Black (non-Hispanic) [ ]Hispanic Amount of contract to be awarded to the MBE checked above: $_____
Name: _____	**WBE** [ ]Yes [ ]No (If yes, indicate amount of contract to be awarded) $_____	**MBE** (Check one and indicate amount of contract to be awarded) [ ]American Indian/ Alaskan Native [ ]Asian/ Pacific Islander [ ]Black (non-Hispanic) [ ]Hispanic Amount of contract to be awarded to the MBE checked above: $_____

Print Name _____ Signature _____

EXHIBIT H – SAMPLE SURVEYS



VICINITY SKETCH
NOT TO SCALE

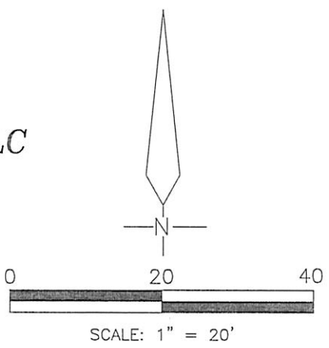
Boundary Survey

for

HARTNETT BUIDLING GROUP, LLC

PROPERTY ADDRESS

521 19th STREET
WEST PALM BEACH, FL 33407



SCALE: 1" = 20'

LEGAL DESCRIPTION

LOT 22, BLOCK 2, PLEASANT CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 57 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY.

SURVEYOR'S NOTES

EXISTING IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN.

LEGAL DESCRIPTION PROVIDED BY CLIENT.

SURVEYOR HAS NOT ABSTRACTED THIS SURVEY FOR EASEMENTS AND RIGHTS OF WAYS OF RECORD.

SURVEY IS NOT VALID WITHOUT A RAISED SEAL.

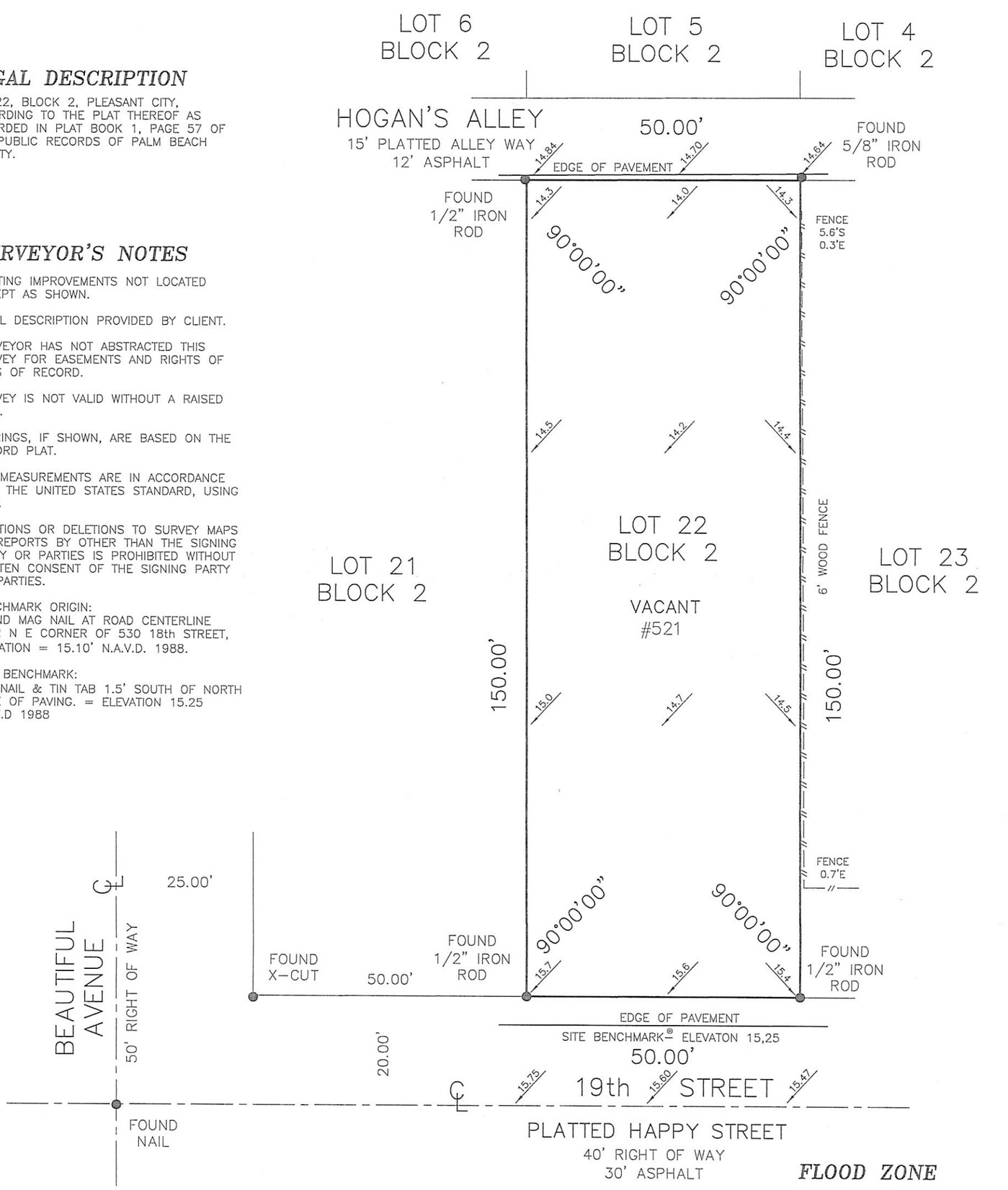
BEARINGS, IF SHOWN, ARE BASED ON THE RECORD PLAT.

ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD, USING FEET.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

BENCHMARK ORIGIN:
FOUND MAG NAIL AT ROAD CENTERLINE NEAR N E CORNER OF 530 18th STREET, ELEVATION = 15.10' N.A.V.D. 1988.

SITE BENCHMARK:
SET NAIL & TIN TAB 1.5' SOUTH OF NORTH EDGE OF PAVING. = ELEVATION 15.25 N.A.V.D 1988



FLOOD ZONE

FLOOD ZONE: X
CITY OF DELRAY 125102
PANEL NUMBER: 12099C 0977F
EFFECTIVE DATE: 10-05-17

LEGEND:

- ● = FOUND IRON ROD AS NOTED
- CONC. = CONCRETE
- ASPH. = ASPHALT
- 00.00 = SPOT ELEVATION
- WM = WATER METER
- Ø = WOOD UTILITY POLE

CERTIFICATION

I HEREBY CERTIFY THAT I MADE THIS SURVEY AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: _____
ROBERT A. BUGGEE, FLORIDA LAND SURVEYOR #3302
233 E. GATEWAY BLVD., BOYNTON BEACH, FLORIDA

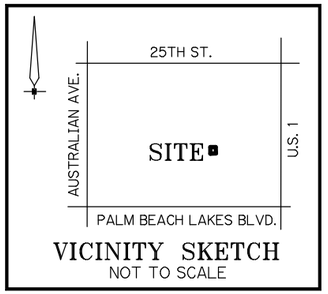
DATE OF FIELD SURVEY: 10/01/18

DWG # 0907518

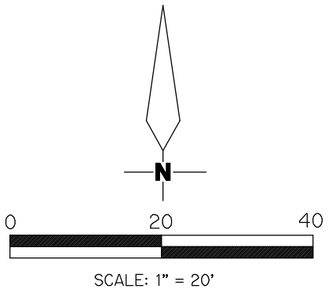
PREPARED BY:

Bob Buggee, Inc.
the "SURVEYOR"

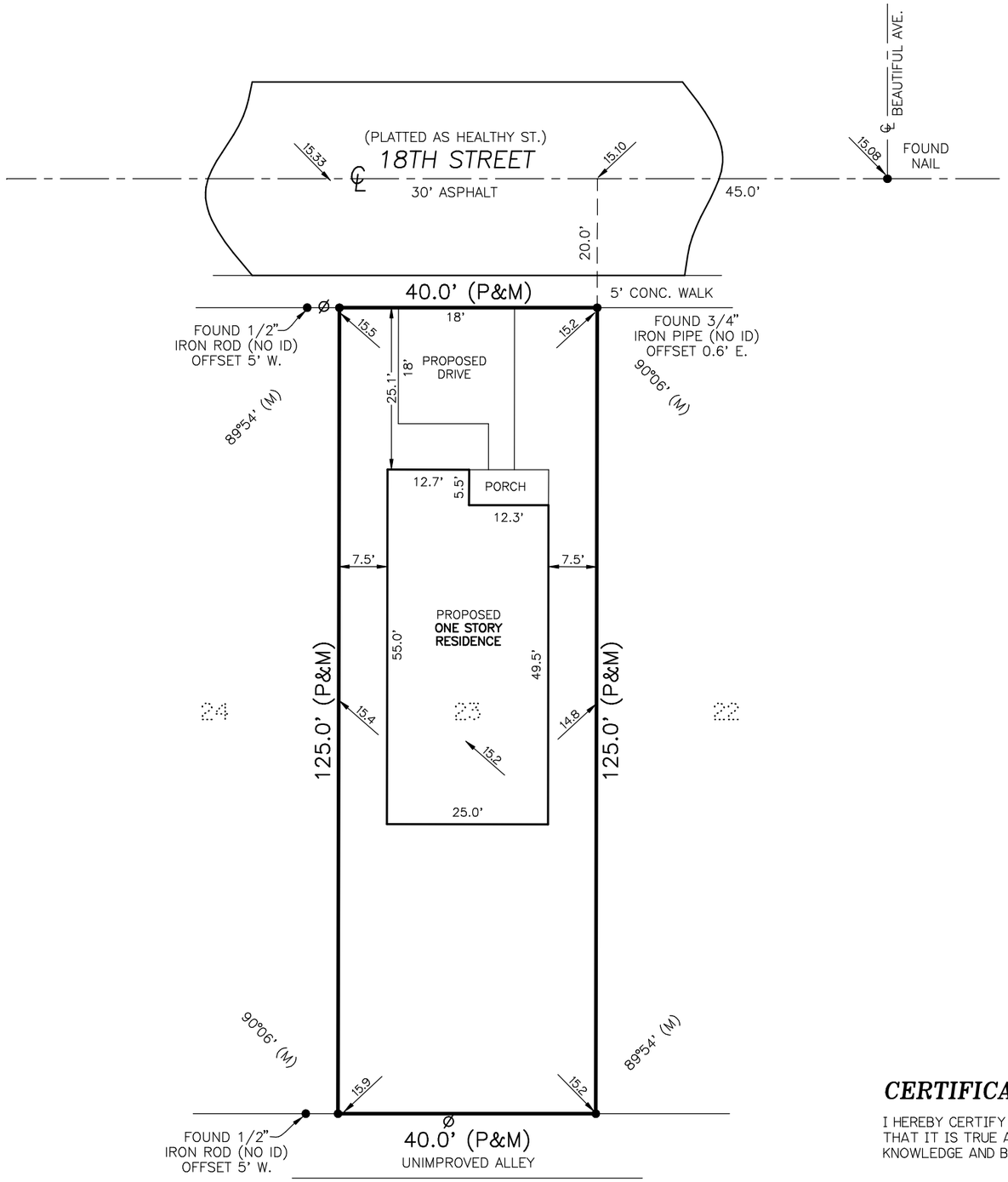
P.O. BOX 3887
BOYNTON BEACH, FLORIDA, 33426
SURVEY & MAPPING BUSINESS #7890
561-732-7877



VICINITY SKETCH
NOT TO SCALE



SCALE: 1" = 20'



Survey/Site Plan

for

Hartnett Building Group

SURVEYOR'S NOTES

BENCHMARK OF ORIGIN: NAIL AND DISK STAMPED 'WEST PALM BEACH' IN CONCRETE BASE FOR RAILROAD CROSSING LIGHTS AT THE N.E. CORNER OF THE FEC CROSSING AT 15TH STREET. ELEVATION = 18.08 NAVD 1988.

EXISTING IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN.

LEGAL DESCRIPTION PROVIDED BY CLIENT.

SURVEYOR HAS NOT ABSTRACTED THIS SURVEY FOR EASEMENTS AND RIGHTS OF WAYS OF RECORD.

SURVEY IS NOT VALID WITHOUT A RAISED SEAL.

BEARINGS, IF SHOWN, ARE BASED ON THE RECORD PLAT.

ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD, USING FEET.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

● = FOUND 1/2" IRON ROD (NO ID) UNLESS NOTED OTHERWISE

Ø = WOOD UTILITY POLE

U.E. = UTILITY EASEMENT

(P&M) = PLAT & MEASURED

14.8 = SPOT ELEVATION

FLOOD ZONE

FLOOD ZONE 'C'
PANEL NO. 120229 0015 B
DATED MARCH 1, 1979

PROPERTY ADDRESS

530 18TH STREET
WEST PALM BEACH, FL 33401

LEGAL DESCRIPTION

LOT 23, BLOCK 11, UP TO DATE ADDITION TO PLEASANT CITY, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 3, PAGE 3, AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATION

I HEREBY CERTIFY THAT I MADE THIS SURVEY AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY:_____
ROBERT A. BUGGEE, FLORIDA LAND SURVEYOR #3302
233 E. GATEWAY BLVD., BOYNTON BEACH, FLORIDA
DATE OF FIELD SURVEY: 9/19/16

PREPARED BY:

Bob Buggee, Inc.
the "SURVEYOR"

P.O. BOX 3887
BOYNTON BEACH, FLORIDA, 33426
SURVEY & MAPPING BUSINESS #7890
561-732-7877

DWG # 0902216

REQUEST FOR PROPOSALS FROM GENERAL CONTRACTORS TO DESIGN AND CONSTRUCT SINGLE FAMILY HOMES IN THE WEST PALM BEACH AND PALM BEACH COUNTY, FLORIDA

Neighborhood Renaissance, Inc. ("NR") is requesting proposals ("RFP") for the construction of single-family homes as part of the revitalization of neighborhoods in West Palm Beach and Palm Beach County, Florida (the "Project"). NR proposes to identify at least one General Contractor ("Contractor" or "Proposer") to provide design, construction plans for homes beginning in 2022. Proposals are due in NR's office before October 4, 2021 at 4PM. A virtual, non-mandatory pre-submittal meeting will be held via ZOOM on September 20, 2021. The full Notice of Request for Proposals will be posted on www.neighborhoodrenaissance.org/blog. Proposers may register by email to receive subsequent addendums.

Publish: September 15, 2021