



**RFP No. 37**

**TITLE: CHODO -TO DEVELOP MULTI FAMILY SNR RENTAL HOUSING**

---

**ADDENDUM NO.3**

**DATE: 10/10/2023**

This addendum is being issued to make the following change(s): Update funding- Section 1.1 Purpose, Section 3.04 Project Description, Section 4.2.22 Required Documentation and Participation Agreement. Extends Bid Close Date and Q& A Date.

**Change From**

**1.1 Purpose**

~~The City of Fort Lauderdale, Florida (City) and the Fort Lauderdale Community Redevelopment Agency (CRA) are seeking certified Community Housing Development Organizations (CHDO) to construct affordable multifamily senior rental housing in the City of Fort Lauderdale. The City anticipates \$250,000.00 in 2022-2023 State Housing Initiatives Partnership (SHIP) funds will be made available for the project along with one (1) CRA parcel given in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).~~

**Change To**

**1.1 Purpose**

The City of Fort Lauderdale, Florida (City) and the Fort Lauderdale Community Redevelopment Agency (CRA) are seeking certified Community Housing Development Organizations (CHDO) to construct affordable multifamily senior rental housing in the City of Fort Lauderdale. The City anticipates \$400,000.00 in 2022-2023 State Housing Initiatives Partnership (SHIP) funds will be made available for the project along with one (1) CRA parcel given in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

---

**Change From**

**~~3.05. Activities~~**

~~Proposals are being sought for the following activities:~~

- ~~1. Acquisition and new construction of single units or multiple units for rental to low-income senior households. **Total Funding projected: \$ 250,000.00 and one (1) lot.**~~

**Change To**

**3.05. Activities**

Proposals are being sought for the following activities:

2. Acquisition and new construction of single units or multiple units for rental to low-income senior households. **Total Funding projected: \$ 400,000.00 and one (1) lot.**



**Change From**

**4.2.11 Required Documentations**

All required forms and documents must be submitted with each Proposal, non-submission may result in proposals deemed non-responsive.

**~~A. Proposal Certification~~**

~~Complete and attach the Proposal Certification provided herein.~~

**~~B. Level of Grant Funding Required and Leveraging Resources~~**

~~i. indicate the level of Grant Funding required for this project up to a maximum of \$150,000.00.~~

~~ii. Indicate leveraging resource percentage – The minimum leveraging resources should be at least 12.5% of the total Grant Funding (\$250,000.00).~~

**Change To**

**4.2.11 Required Documentations**

All required forms and documents must be submitted with each Proposal, non-submission may result in proposals deemed non-responsive.

**A. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

**B. Level of Grant Funding Required and Leveraging Resources**

i. indicate the level of Grant Funding required for this project up to a maximum of \$400,000.00.

ii. Indicate leveraging resource percentage – The minimum leveraging resources should be at least 12.5% of the total Grant Funding (\$400,000.00).

---

**Bid Close Date Extended to November 9, 2023, Q & A Extended to October 30, 2023.**

Revises State Housing Initiative Program – Rental Housing Development Participation Agreement (see attached).

---

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Senior Purchasing Specialist

Company Name: \_\_\_\_\_  
(Please print)

Bidder's Signature: \_\_\_\_\_

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

**STATE HOUSING INITIATIVES PROGRAM  
RENTAL HOUSING DEVELOPMENT PARTICIPATION AGREEMENT  
(FY 2022-2023)**

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the  
State of Florida, hereinafter referred to as "City"

and

[VENDOR], a [STATE INCORPORATED] [PROFIT or NON-  
PROFIT] corporation, hereinafter referred to as "Participant".

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida adopted Ordinance No. C-93-20 on February 18, 1993, which created a Local Housing Assistance Trust Fund, established a Local Housing Partnership, and established a Local Housing Assistance Program to participate in the State Housing Initiatives Partnership ("SHIP"), Program which said Program provides funds for affordable housing programs; and

WHEREAS, the City of Fort Lauderdale has met all the prerequisites for participation in the State Housing Initiatives Program for eligible housing activities and projects; and

WHEREAS the City Commission adopted the 2022-2025 SHIP Program Local Housing Assistance Plan (LHAP) per Resolution No. 22-70 in accordance with Rule Chapter 67-37, Florida Administrative Code, as part of the SHIP Program which contains a Rental Development Strategy to provide funding for the construction of affordable rental units; and

WHEREAS, the City allocated an estimated \$400,000.00 of SHIP funds in Fiscal Year 2022-2023 to construct an affordable multi-family senior rental housing project in the City and, for that purpose, the City wish to retain the professional services of a Community Housing Development Organizations (CHDO), as designated pursuant to the rules and regulations of the U.S. Department of Housing and Urban Development (HUD), and subject to certain terms, conditions, and specifications outlined in City's Request for Proposal (RFP); and

WHEREAS, the City's affordable multi-family senior rental housing project shall be constructed on one (1) parcel of real property located at 1210 NE 5th Terrace, Fort Lauderdale, Florida, which will be conveyed to Participant for that specific purpose by the Fort Lauderdale Community Redevelopment Agency (CRA), subject to the rules and regulations governing the CRA conditioned upon a recorded restrictive covenant running with the land, superior to any mortgage, imposing the affordability restrictions on any conveyance of the property and re-sell requirements that the property must remain a permanent affordable rental; and

WHEREAS the Participant is a HUD-designated CHDO and thereby qualified to construct affordable rental units for low-income seniors in the City; and

WHEREAS the City wish to engage the Participant to construct the affordable multi-family senior rental housing project in order to provide affordable housing to eligible individuals under the SHIP Rental Development Strategy; and

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

**ARTICLE I  
PURPOSE**

- 1.0 The purpose of this Agreement is to outline the requirements by which the City will provide funds to the Participant so that the Participant can construct and operate senior multifamily affordable housing.
- 1.1 The funds provided herein shall be provided to the Participant in the form of a 0% loan repayable at the end of 15 years. The City will secure all properties with a mortgage and restrictive covenant. As a condition to receive funding under this Agreement, the Participant must execute a promissory note in the amount funded for acquisition and construction of the units, mortgage and restrictive covenant, in form and substance, acceptable to the City.

**ARTICLE II  
DEFINITIONS**

- 2.0 The terms defined in Article II shall have the following meanings in this Participation Agreement, except as herein otherwise expressly provided:
- 2.1 “Agreement” means all documents signed and executed as part of this package, the Request for Proposal (RFP) and the Participant’s Response to the RFP for the purpose of carrying out the responsibilities.
- 2.2 “Carrying Costs” means landscape care and water, electric and sanitary services, all property maintenance costs, insurance on the property, and builders risk insurance required to protect the Property.
- 2.3 “CITY” means the City of Fort Lauderdale.
- 2.4 “Effective Date” means the date this Agreement was approved by the City Commission.
- 2.5 “FI” means Financial Institution.
- 2.6 “HCD” means the Fort Lauderdale’s Housing and Community Development Division.
- 2.7 “HCD Approval” means the written approval of the HCD Manager or designee.



- 2.8 “HCD Manager” means the Housing & Community Development Division Manager or designee.
- 2.9 “Identified Property” or “IP” means a property that has been identified for acquisition by the Participant pursuant to the terms of this Agreement.
- 2.10 “Low Income” or “LI” means persons/households whose annual income does not exceed eighty percent (80%) of the Area Median Income (AMI).
- 2.11 “Participant” means the Fort Lauderdale Community Development Corporation and the awarded CHDO.
- 2.12 “Construction Costs” mean impact fees, all development and building permit fees, cost of preparing plans and specifications, building plans, inspection fees, connection fees, construction materials, contractor services and subcontractor labor costs or any other fees required in order to bring the dwelling up to a standard that meets the City Code, Florida Building Code and all other codes, laws and regulations associated thereto as authorized by HCD.

### ARTICLE III FUNDING AND METHOD OF PAYMENT

- 3.0 The maximum loan amount payable by the City under this Agreement will be **FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00)** of SHIP funds. The City’s Community Redevelopment Agency (CRA) will convey or award to the Participant, pursuant to a separate negotiated instrument executed by the CRA and the Participant, the property located at 1210 NE 5th Terrace, Fort Lauderdale, Florida and designated as the site for the new construction of affordable rental units, subject to certain restrictive covenant running with the land, imposing the affordability restrictions on any conveyance of the property and re-sell requirements that the property must remain a permanent affordable rental. The covenant shall be recorded superior to the mortgage lien to preserve affordability.
- 3.1 The Participant may request construction funds from the City for payment of all eligible grant expenses on a reimbursement basis.
- 3.2 This Agreement will be considered a Preliminary Award, until the Participant has provided the following documents for the identified an eligible property(ies) to rehab or acquire and (*which include are not limited to*) for HCD approval:
- Executed Purchase Agreement
  - Construction Scope of Work
  - Project Budget (including sources and uses of all project funds)
  - Project Pro-Forma (covering the 15-year affordability period)
  - Project Financing / Subsidy Layering
  - Project Timeline

- Land soil test
- Proof of CHDO certification with City of Fort Lauderdale for FY 2022-2023
- An eligible client list that confirms the agency has identified client(s) interested in leasing the available units.

Once the documentation is received, the City is required to review and underwrite each project and ensure the project is sustainable over the affordability period of fifteen (15) years.

The City cannot fund 100% of any project.

- 3.3 City reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The City also reserves the right to hold payment until adequate documentation has been provided and reviewed.
- 3.4 The Participant shall submit a final construction reimbursement invoice upon completion. Final payment shall be made after the City has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with SHIP regulations, including submission of completion reports and documentation of eligible occupancy, property standards and recording of restrictive covenants.

#### **ARTICLE IV GRANT ACTIVITIES**

- 4.0 The Participant will use the allocated SHIP funds to construct a dwelling for use as a senior multifamily rental.
- 4.1 The Participant shall construct units for rental for low-income seniors 62 or older.
- 4.2 The Participant shall ensure compliance with all applicable SHIP Program regulations.
- 4.3 Each and every property proposed to be acquired by the Participant for purposes of construction of a multiple family dwelling (“MFD”) that meets the City’s land use and zoning Code, Florida Building Code and all other applicable laws or regulations or will be able to be brought up to such laws and regulations (“Codes”) through new construction. Prior to the Participant expending any funds in connection with the purchase of an IP, the Participant will notify HCD and schedule an initial inspection of the IP by HCD and the Participant. No funds expended by the Participant prior to the initial HCD inspection shall be reimbursed with grant funds unless such pre-inspection costs are reimbursable as provided in this Agreement and the HCD Manager approves the reimbursement of such cost in writing. If HCD provides written approval for the Participant to proceed with the purchase of an IP, the Participant may proceed with the purchase of the IP subject to meeting the following requirements and providing documentation evidencing such compliance after initial inspection to HCD as follows:

4.3.1 The Participant shall provide an itemized contractor's estimate for new construction of the proposed IP, ensuring that the costs are consistent with industry standards. In addition, a timeline within which new construction work will be completed shall be submitted to HCD. Time for completion of construction must be in accordance with 180 business day HCD standard. Penalties / fines may apply for all new construction projects that exceed the 180-business day timeframe.

HCD must review and approve all scopes of work and all scopes of work must be consistent with HCD's Construction Standards.

4.3.2 Prior to beginning the construction process, the Participant shall provide a written contract between contractor and the Participant to complete construction within 180 business day timeframe approved by HCD. The contract may include but not be limited to a contract with an architect and/or engineer to prepare construction documents required for permitting; contract with contractor for construction on lot provided by the City. The Participant shall be responsible for and obtain all final certificates of occupancy.

4.4 If HCD approves The Participant's submittals in writing the following shall occur:

The Participant shall:

- Execute a first mortgage and note naming the City as mortgagee in the amount of \$400,000 and the market value of the land provided.
- Execute for recordation a restrictive covenant running with the land, imposing the affordability restrictions on any conveyance of the property and re-sell requirements that property must remain a permanent affordable rental. The covenant shall be recorded superior to the mortgage lien to preserve affordability.

#### 4.5 FINANCIAL RESPONSIBILITIES

Based on the reports the IP does not meet the requirements for purchase, the Participant shall be reimbursed for these costs.

4.5.1 Reimbursable Construction Costs. The Participant shall submit monthly invoices to HCD for Reimbursable Construction Costs. Each reimbursement request shall include an updated project completion report / timeline. Prior to the approval of any construction reimbursement, the work must be confirmed and approved by HCD.

4.5.2 Construction Costs. The maximum cost for construction payable by City is as approved by HCD.

#### 4.6 CONSTRUCTION OF PROPERTY

- 4.6.1 The Participant shall take those actions necessary to obtain the documents required for permitting. The Participant will be responsible for obtaining all necessary permits for construction, hiring all contractors, supervising all construction, and ensuring that the SHIP Property meets requirements of the Florida Building Code, local codes, and federal regulations for housing quality standards and those required to commence and complete construction of the new construction of the SHIP Property. The Participant shall be responsible for and obtains all final certificates of occupancy.
- 4.6.2 The Participant shall be responsible for obtaining all releases from contractors, subcontractors, and laborers prior to applying for a final certificate of occupancy.
- 4.6.3 Annually the Participant must submit a Pro Forma Budget to the City by October 1<sup>st</sup> of each.

**ARTICLE V  
RESTRICTIONS ON PROPERTY**

- 5.0 A Property purchased by the Participant using SHIP funds shall be restricted as follows:
- 5.1 All residential units assisted with SHIP funds must be occupied by low-income households at or below 80% of the current SHIP Income Limits.

**ARTICLE VI  
RESPONSIBILITY FOR PROPERTY**

- 6.0 The Participant will pay when due all taxes assessments, water rates and other governmental charges, fines, and impositions, of every kind and nature whatsoever, now and hereafter imposed on the mortgaged property, and will pay when due every amount of indebtedness secured by any lien of which the lien of this Mortgage is expressly subject. The Participant will keep all buildings now existing or which may hereafter be erected or installed in the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies

**ARTICLE VII  
SCOPE OF SERVICES**

- 7.0 For purposes of this Agreement, the Effective Date of this Agreement shall be \_\_\_\_\_. By \_\_\_\_\_ the Participant shall expend the initial contracted amount provided in Article III in accordance with the terms of this Agreement. If the Participant fails to expend the initial contracted amount by \_\_\_\_\_, this Agreement may terminate, and the remaining funds will be de-obligated.

The Participant will have up to 12 months to expend all funds and complete construction once all requirements are met.

- 7.1 In the event the Participant is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review, and approval by the City and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the Participant, the HCD Manager may grant a reasonable extension of time for completion of the work. It shall be the responsibility of the Participant to notify the City promptly in writing whenever a work delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.
- 7.2 The Participant shall be solely responsible for completing all activities as provided in this Agreement.
- 7.3 The Participant shall not award any grant funds for expenditures made in connection with this Agreement without HCD consent. HCD will ensure that all expenditures conform to the City's housing policies and guidelines as well as to applicable federal regulations and local housing ordinances.
- 7.4 The Participant shall maintain its status as an eligible CHDO as defined by HUD regulations at 24 CFR 92, The Participant agrees to provide information as may be requested by HCD to document its continued compliance, including but not limited to, an annual board roster and certification of continued compliance. All assets acquired by the Participant with SHIP funds pursuant to this Agreement shall revert to the City upon the dissolution of the Participant or upon the Participant's failure to maintain its status as an eligible CHDO.
- 7.5 All rental housing assisted with SHIP funds must meet the affordability requirements of 15 years, and the property must remain affordable perpetually. The City will require repayment of the loan at the end of the 15-year affordability period.
- 7.6 The Participant shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner.

#### **ARTICLE VIII CERTIFICATIONS**

- 8.0 The Participant certifies that it shall comply with the following requirements:
- 8.1 Nondiscrimination, equal opportunity, site selection and neighborhood standards identified at 24 CFR 92.202 and 92.350.
- 8.2 Drug-free workplace, identified at 24 CFR 24.
- 8.3 Affirmative marketing and minority outreach, identified at 24 CFR 92.351.
- 8.4 Labor standards, identified at 24 CFR 92.354.



8.5 Disbarred or suspended contractors, identified at 24 CFR 24.

8.6 Conflict of Interest, identified at 24 CFR 92.356.

And any other applicable Code or Ordinance as required by the Federal Government, State Government, County and City.

## **ARTICLE IX COMPLIANCE MONITORING**

9.0 All projects must be in compliance with the rules and regulations of 24 CFR Part 5 (Income Limits, Annual Income, Rent, and Examinations for the Public Housing and Section 8 Programs) and the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Chapter 420.907 and the Florida Administrative Code 67-37, and in particular related to:

- a. Income limits
- b. Definition of Affordability
- c. Maximum rent
- d. Non-discrimination

The manager of Newly Constructed Senior Multi-family Rental must remain in contact with the SHIP Office during the 15 year SHIP affordability period and must remain in compliance with SHIP requirements. The manager must stay updated on income qualification training by completing re-training at least once every three years and provide proof to City of this training.

Once annually on staff from the SHIP office will conduct a monitoring visit to review income compliance and affordability of rent/housing costs, as well as complete an inspection of the physical condition of the SHIP assisted units and the overall property.

30 days prior to this monitoring visit, the CHDO will provide the following:

- a. A completed annual re-certification of income eligibility for each SHIP-assisted rental unit using the current residential income certification form and including required verification of household income and assets.
- b. Proof of Affordability of Units
- c. Certificate of Hazard Insurance naming the City of Fort Lauderdale Housing & Community Division as co-insured.

## **ARTICLE X TERMINATION OF AGREEMENT**

- 10.0 In the event funds to finance the project set forth in this Agreement become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four hours written notice to the other party.
- 10.1 If the Participant fails to perform any of the provisions or terms of this Agreement, the City may, by written notice of breach to the Participant, terminate all or any part of this Agreement.
- 10.2 Termination shall be upon no less than twenty-four hours' notice, in writing, delivered by certified mail, or in person.
- 10.3 No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.
- 10.4 Any notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

(a) As to the City: Greg Chavarria  
 City Manager  
 City of Fort Lauderdale  
 100 North Andrews Avenue  
 Fort Lauderdale, Florida 33301

With a copy to: D'Wayne M. Spence  
 Interim City Attorney  
 City of Fort Lauderdale  
 100 North Andrews Avenue  
 Fort Lauderdale, Florida 33301

(b) As to the Participant: CONTACT PERSON FOR PARTICIPANT  
 PARTICIPANT  
 Street Address  
 City, State, Zip

**ARTICLE XI  
 INDEMNIFICATION CLAUSE**

- 11. The Participant shall indemnify and save harmless and defend City, its agents, servants, and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of the Participant, its agents, servants, or employees in the performance of services under this Agreement.

**ARTICLE XII**

**AMENDMENT**

12. The parties reserve the right to modify, by mutual consent, terms, and conditions of this Agreement in order to successfully and fully complete the grant activities and services listed. Any such amendments must be reduced to writing and executed by the authorized City and the Participant official.

**ARTICLE XIII  
VENUE**

13. This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, for the purpose of any litigation that may arise here from.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first written above.

**CITY**

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_  
Greg Chavarria, City Manager

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

Approved as to form and correctness:  
D'Wayne M. Spence, Interim City Attorney

\_\_\_\_\_  
Patricia SaintVil-Joseph, Assistant City Attorney



**RFP No. 37**

TITLE: CHODO -To Develop Multi Family Snr Rental Housing

---

ADDENDUM NO.2

DATE: 09/06/2023

This addendum is being issued to make the following change(s): **Amend Section 1.1 Purpose and Extend Bid Close Date**

**Change From**

**1.1 Purpose**

The City of Fort Lauderdale, Florida (City) and the Fort Lauderdale Community Redevelopment Agency (CRA) are seeking certified Community Housing Development Organizations (CHDO) to construct affordable multifamily senior rental housing in the City of Fort Lauderdale. The City anticipates \$250,000.00 in 2022-2023 State Housing Initiatives Partnership (SHIP) funds will be made available for the project along with one (1) CRA parcel given in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

~~The property is donated by the CRA and is approximately 87931 square feet is located at 1210 NE 5<sup>th</sup> Terrace, Fort Lauderdale, Florida 33305 and legally described as follows:~~

**Lots 29, 30 and 31, Less the North 10 Feet, Block 113, PROGRESSO, according to the Plat thereof, as Recorded in Plat Book 2, at Page 18, of the Public Records of Miami Dade County, Florida, Said Lands Situate, Lying and Being in Broward County, Florida. (Property ID 4942 34 03 1890)**

**Change To**

**1.1 Purpose**

The City of Fort Lauderdale, Florida (City) and the Fort Lauderdale Community Redevelopment Agency (CRA) are seeking certified Community Housing Development Organizations (CHDO) to construct affordable multifamily senior rental housing in the City of Fort Lauderdale. The City anticipates \$250,000.00 in 2022-2023 State Housing Initiatives Partnership (SHIP) funds will be made available for the project along with one (1) CRA parcel given in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The property is donated by the CRA and is approximately 8793 square feet is located at 1210 NE 5<sup>th</sup> Terrace, Fort Lauderdale, Florida 33305 and legally described as follows:

**Lots 29, 30 and 31, Less the North 10 Feet, Block 113, PROGRESSO, according to the Plat thereof, as Recorded in Plat Book 2, at Page 18, of the Public Records of Miami Dade County, Florida, Said Lands Situate, Lying and Being in Broward County, Florida. (Property ID 4942 34 03 1890)**

---





City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

**Bid Close Date Extended to October 12, 2023**

All other terms, conditions and specifications remain unchanged.

*Paulotte Hemmings Turner*  
Senior Purchasing Specialist

Company Name: \_\_\_\_\_  
(Please print)

Bidder's Signature: \_\_\_\_\_

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



**RFP No. 37**

TITLE: CHODO -To Develop Multi Family Snr Rental Housing

---

ADDENDUM NO.1

DATE: 1/20/2023

This addendum is being issued to make the following change(s):

**Change From**

Bid ID: 37

CHODO -To Develop Multi Family Snr Rental Housing

Bid Start Date:	August 25, 2023, 2023 2:00/PM EDT
Bid End Date:	September 28, 2023, 2:00/PM EDT
Q & A End Date:	September 21, 2023, 5:00 PM EDT
Bid Contact	Paulette R Hemmings Turner Senior Procurement Specialist, Finance 954-828-5139 <a href="mailto:pturner@fortlauderdale.gov">pturner@fortlauderdale.gov</a>
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	120 days

**Comments**

~~The City of Fort Lauderdale, Florida (City) is seeking a qualified, experienced Developer/Community Housing Development Organization to acquire, rehabilitate, or construct and manage affordable rental housing primarily for occupancy by households of individuals and families that meet the definition of qualifying population under the 2021HOME Investment Partnerships American Rescue Plan (HOME ARP), within the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).~~



**Change To**

Bid ID: 37

CHODO -To Develop Multi Family Snr Rental Housing

Bid Start Date: August 25, 2023, 2023 2:00/PM EDT  
Bid End Date: September 28, 2023, 2:00/PM EDT  
Q & A End Date: September 21, 2023, 5:00 PM EDT  
Bid Contact: Paulette R Hemmings Turner  
Senior Procurement Specialist, Finance  
954-828-5139  
[pturner@fortlauderdale.gov](mailto:pturner@fortlauderdale.gov)

Contract Duration • One Time Purchase  
Contract Renewal Not Applicable  
Prices Good for 120 days

**Comments**

The City of Fort Lauderdale, Florida (City) and the Fort Lauderdale Community Redevelopment Agency (CRA) are seeking certified Community Housing Development Organizations (CHDO) to construct affordable multifamily senior rental housing in the City of Fort Lauderdale. The City anticipates \$250,000.00 in 2022-2023 State Housing Initiatives Partnership (SHIP) funds will be made available for the project along with one (1) CRA parcel given in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP)

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Senior Purchasing Specialist

Company Name: \_\_\_\_\_  
(Please print)

Bidder's Signature: \_\_\_\_\_

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

# Solicitation 37

## CHDO TO DEVELOP MULTI FAMILY SENIOR RENTAL HOUSING

---

**Bid Designation: Public**



### **City of Fort Lauderdale**

Procurement Services Division  
100 N. Andrews Avenue, Suite 619  
Fort Lauderdale, Florida 33301

Bid ID: 37

CHODO -To Develop Multi Family Snr Rental Housing

Bid Start Date: August 25, 2023, 2023 2:00/PM EDT  
Bid End Date: September 28, 2023, 2:00/PM EDT  
Q & A End Date: September 21, 2023, 5:00 PM EDT

Bid Contact Paulette R Hemmings Turner  
Senior Procurement Specialist, Finance  
954-828-5139  
[pturner@fortlauderdale.gov](mailto:pturner@fortlauderdale.gov)

Contract Duration One Time Purchase  
Contract Renewal Not Applicable  
Prices Good for 120 days

**Comments**

The City of Fort Lauderdale, Florida (City) is seeking a qualified, experienced Developer/ Community Housing Development Organization to acquire, rehabilitate, or construct and manage affordable rental housing primarily for occupancy by households of individuals and families that meet the definition of qualifying population under the 2021HOME Investment Partnerships American Rescue Plan (HOME-ARP), within the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**Sealed proposals will be received electronically until 2:00 P.M., local time, on September 28, 2023** , Please be advised that effective immediately, and until further notice, all Invitation to Bids, by the City of Fort Lauderdale will be opened electronically via [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. This notice supersedes any indication on any current unopened solicitation that may give a specific location for the solicitation opening. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on the City's online Sourcing Platform before the Last Day for Questions indicated in the Solicitation.

There will be a **NON-MANDATORY** pre-proposal conference on Tuesday September 5, 2023 @ 10:00 AM, via Microsoft Teams.



# Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 226 125 732 924

Passcode: inDyWa

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 954-686-7296,,783775743#](#) United States, Fort Lauderdale

Phone Conference ID: 783 775 743#

[Find a local number](#) | [Reset PIN](#)



This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

[Learn More](#) | [Meeting options](#)

This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

[Learn More](#) | [Meeting options](#)

It will be the sole responsibility of the Contractor/Developer to attend the pre-proposal conference. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) and the Fort Lauderdale Community Redevelopment Agency (CRA) are seeking certified Community Housing Development Organizations (CHDO) to construct affordable multifamily senior rental housing in the City of Fort Lauderdale. The City anticipates \$250,000.00 in 2022-2023 State Housing Initiatives Partnership (SHIP) funds will be made available for the project along with one (1) CRA parcel given in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP)

The property is donated by the CRA and is approximately 87931 square feet is located at 1210 NE 5<sup>th</sup> Terrace, Fort Lauderdale, Florida 33305 and legally described as follows:

**Lots 29, 30 and 31, Less the North 10 Feet, Block 113, PROGRESSO, according to the Plat thereof, as Recorded in Plat Book 2, at Page 18, of the Public Records of Miami-Dade County, Florida, Said Lands Situate, Lying and Being in Broward County, Florida. (Property ID 4942 34 03 1890)**

The property consists of vacant land and is zoned RMM-25 (Residential Multi-family Mid Rise/Medium High-Density District) and is located in the Central City Community Redevelopment Area. The Broward County Property Appraiser Office has determined the Just Market Value of the parcel is \$131,720. The appraised value as at June 14, 2023, is \$300,000, the appraisal was done by Vance Real Estate Services. Please see Exhibits 4, 5 and 6 for Broward County Property Appraiser information, property survey and property appraisal.

The successful proposer will be required to repay the City the SHIP funding provided for the project at the end of the 15-year affordability period.

The City and the CRA are soliciting responses to this RFP to select a qualified CHDO who can successfully develop and operate affordable rental housing for low-income seniors at or below 80% of the Area Median Income (AMI).

All Funds are Subject to Availability.

The City and the CRA reserves the right to cancel, modify and terminate the award (*which includes increasing and/or reducing the funding amount*). The City also reserves the right to award to one (1) or multiple agencies. The City also reserves the right to utilize other funding sources for this activity.

### 1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist Paulette Hemmings Turner at (954) 828-5139 or email at [PTurner@fortlauderdale.gov](mailto:PTurner@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature on the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors please



note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted shall become part of any contract that is created from this RFP.

### 1.3 Pre-proposal Conference

There will be a **NON-MANDATORY** pre-proposal conference on Tuesday September 5, 2023 @ 10:00 AM, via Microsoft Teams.

## Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 226 125 732 924

Passcode: inDyWa

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 954-686-7296,783775743#](#) United States, Fort Lauderdale

Phone Conference ID: 783 775 743#

[Find a local number](#) | [Reset PIN](#)



This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

[Learn More](#) | [Meeting options](#)

### **City's on-line strategic sourcing platform**

The City of Fort Lauderdale uses the City's on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorials available in the [City's on-line strategic sourcing platform](#) well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder/Proposer to ensure that their bid/proposal is submitted electronically through at [City's on-line strategic sourcing platform](#) no later than the time and date specified in this solicitation. PAPER BID/PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. BIDS/PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA [CITY'S ON-LINE STRATEGIC SOURCING PLATFORM](#).

#### 1.4 **Electronic Bid Openings/Proposal Closings**

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the [City's on-line strategic sourcing platform](#) before the Last Day for Questions indicated in the Solicitation.

*END OF SECTION*

## **SECTION II - SPECIAL TERMS AND CONDITIONS**

### **2.1 General Conditions**

RFP General Conditions (Form G-107, Rev. 02/20) are included and made a part of this RFP.

### **2.2 Addenda, Changes, and Interpretations**

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by the [City's on-line strategic sourcing platform](#) and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### **2.3 Changes and Alterations**

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

### **2.4 Proposer's Costs**

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

### **2.5 Pricing/Delivery – N/A**

### **2.6 Price Validity – N/A**

### **2.7 Invoices/Payment – N/A**

### **2.8 Related Expenses/Travel Expenses – N/A**

### **2.9 Payment Method – N/A**

### **2.10 Mistakes**

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

### **2.11 Acceptance of Proposals / Minor Irregularities**

**2.11.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed



by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

**2.11.2** The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

## **2.12 Modification of Services**

**2.12.1** While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

**2.12.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

**2.12.4** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

## **2.13 Non-Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

## **2.14 Development Agreement**

Sample of the formal agreement template: See Attachment5-

## **2.15 Responsiveness**

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

## **2.16 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

## 2.17 Minimum Qualifications

Proposers shall be in the business of acquiring and constructing new affordable housing for rental and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work. Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

**2.17.1** Proposer or principals shall have at least one (1) year of acquiring and renovating properties experience. Project manager assigned to the work must have a minimum of one (1) years' experience in acquiring and renovating properties and have served as project manager on similar projects on a minimum of three previous occasions.

**2.17.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**2.17.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.17.4** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**2.17.5** Firm and those performing the work must be appropriately licensed and registered in the State of Florida.

**2.17.6** Firms must already be a certified City CHDO, see Section 3.01

## 2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

## 2.19 Local Business Preference N/A

## 2.20 Disadvantaged Business Enterprise Preference – N/A

## 2.21 Protest Procedure

**2.21.1** Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link. <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement->



[services/notices-of-intent-to-award](#).

**2.21.2** The complete protest ordinance may be found on the city's web site at the following link: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182.1PRSO](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182.1PRSO).

## **2.22 Public Entity Crimes**

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## **2.23 Subcontractors**

**2.23.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**2.23.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**2.23.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

## **2.24 Proposal Security – N/A**

## **2.25 Payment and Performance Bond – N/A**

## **2.26 Insurance Requirements**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be

primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

#### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, and the Fort Lauderdale Community Redevelopment Agency, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

#### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

#### Insurance Certificate Requirements

- a) The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b) The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c) In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d) In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e) The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f) The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g) The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h) The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

#### The Certificate Holder should read as follows:

City of Fort Lauderdale and the Fort Lauderdale Community  
Redevelopment Agency  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage

exclusion or limitation. Any costs for adding the City and CRA as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

## **2.27 Award of Contract**

A Contract (the "Agreement") may be awarded by the City Commission and the Fort Lauderdale Community Redevelopment Agency. The City and the CRA reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. Award may be by Group or Item, whichever is determined to be in the best interest of the City and the CRA.

The City and the CRA also reserves the right to waive minor variations in the specifications and in the bidding process. The City and the CRA further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation

The proposed project shall comply with the rules, regulations, ordinances, codes, and standards of the City of Fort Lauderdale, and any Federal and State requirements.

- i. Recipients must agree to cooperate with the City of Fort Lauderdale and the

Federal Government in the implementation of a uniform data reporting system. Required data will include but may not necessarily be limited to quarterly reporting that documents the number of unduplicated clients served, specifically by age, race, sex, and ethnicity; along with quarterly reports that identify problems and successes with strategies for resolution of problems. Recipient must utilize reporting documents provided by City of Fort Lauderdale.

- ii. Recipients must comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (state and local government grantees) and 24 CFR Part 7 and 41 CFR Part-Equal employment opportunity without regard to race, sex, color religion, age, national origin, and disability in federally assisted construction contracts. .
- iii. Established agencies must submit or have previously provided the City with the most recent financial statement/audit. Agencies unable to provide same must submit written explanation as to why such a document is unavailable.
- iv. Providers of assistance that are primarily religious organizations must agree to provide all eligible activities in a manner that is free from religious influences and in accordance with 24CFR§574.300(c).
- v. The proposed project shall be accessible to and usable by persons with disabilities
  1. in compliance with the American with Disabilities ACT (ADA) and any subsequent
  2. and applicable amendments. Furthermore, the proposed project shall incorporate universal design elements which promote tenable and functional environment for individuals with disabilities.
- vi. The proposed project must incorporate energy efficiency measures to prevent heat gain in residential facilities and orient dwellings to maximize natural ventilation, day lighting without heat gain.
- vii. The proposed project should incorporate green building, sustainable development and smart building concepts and technologies in order to enhance the overall design and construction.
- viii. The proposed project should incorporate digital and underground communications connectivity (cable, Wi-Fi, internet, telephone) where feasible.
- ix. The proposed project must comply with all City existing landscape requirements.

## **2.28 Unauthorized Work**

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

## **2.29 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the

responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**2.30 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on

Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

**2.31 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.31.1** The non- performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.31.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**2.31.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.31.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**2.32 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

**2.33 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

**2.34 Manufacturer/Brand/Model Specific Request – N/A**

**2.35 Contract Period – N/A**

**2.36 Cost Adjustments – N/A**



**2.37 Service Test Period – N/A**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period. A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

**2.38 Contract Coordinator**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with CHDO.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

**2.39 Contractor Performance Reviews and Ratings**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.  This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

**2.40 Substitution of Personnel – N/A**

**2.41 Ownership of Work – N/A**

**2.42 Condition of Trade-In Equipment – N/A**

**2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A**

**2.44 Verification of Employment Status – N/A**

**2.45 Service Organization Controls – N/A**

**2.46 Warranties of Usage – N/A**

**2.47 PCI (Payment Card Industry) Compliance – N/A**

*END OF SECTION*

## SECTION III – ELIGIBILITY, RESTRICTIONS AND TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 3.01 What is a Community Housing Development Organization (CHDO)?

A CHDO (pronounced cho'doe) is a nonprofit, community-based service organization organized under the Internal Revenue Code of 1986 (IRC) at 501 (c) 3 or 501 (c) (4) whose **primary** purpose is to provide and develop decent affordable housing for the community it serves.

### 3.02 Eligibility

To be eligible to respond to this RFP, the non-profit must be an eligible CHDO certified by the City of Fort Lauderdale and meet all the HUD requirements of a CHDO, as per 24 CFR Part 92 and the new SHIP Program Rule which include but are not limited to the following criteria:

1. Be a private non-profit corporation organized under state or local laws.
2. Have no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual.
3. Is neither controlled by, nor under the direction of, individuals or entities seeking to derive profit or gain from the organization. A CHDO may be sponsored or created by a for-profit entity, but:
  - a. the for-profit entity may not be an entity whose primary purpose is the development or management of housing, such as a builder, developer, or real estate management firm.
  - b. the for-profit entity may not have the right to appoint more than one-third of the membership of the organization's governing body. Board members appointed by the for-profit may not appoint the remaining two-thirds of the board members; and
  - c. the CHDO must be free to contract for goods and services from vendors of its own choosing.
4. Have a tax exemption ruling from the Internal Revenue Service under section 501(c)(3) or (4) of the Internal Revenue Code of 1986.
5. Does not include a public body (including the City). An organization that is state or locally chartered may qualify as a CHDO; however, the state or local government may not have the right to appoint more than one-third of the membership of the organization's governing body and no more than one-third of the board members can be public officials or employees of City or State. Board members appointed by the state or local governmental agency may not appoint the remaining two-thirds of the board members.
6. Have standards of financial accountability that conform to **24 CFR 84.21, "Standards for Financial Management Systems."**
7. Have, among its purposes, the provision of decent housing that is affordable to low- and moderate-income persons, as evidenced in its charter, articles of incorporation, resolutions, or by-laws.
8. Maintains accountability to low-income community residents by:
  - a. maintaining at least one-third of its governing board's membership for residents of the City of Fort Lauderdale or Broward County low-income neighborhoods, other Fort Lauderdale low-income community residents, or elected representatives of low-

income neighborhood organizations in Fort Lauderdale or Broward County. "Community" may mean a neighborhood or neighborhoods, the City, or Broward County; and

- b. providing a formal process for Fort Lauderdale's low-income program beneficiaries to advise the organization in its decisions regarding the design, siting, development, and management of affordable housing.
9. Have a demonstrated capacity for carrying out activities assisted with SHIP funds. An organization may satisfy this requirement by hiring experienced key staff members who have successfully completed similar projects, or a consultant with the same type of experience and a plan to train appropriate key staff members of the organization in the first year that a CHDO has become certified. Have a history of serving the community within which housing to be assisted with SHIP funds is to be located. In general, an organization must be able to show one year of serving the community in a housing development capacity. However, a newly created organization formed by local churches, service organizations, or neighborhood organizations may meet this requirement by demonstrating that its parent organization has at least a year of serving the community as a community housing developer.
  10. All proposers must have a current CHDO certification with the City of Fort Lauderdale. If the agency is not certified by the City as a CHDO, any - submitted responses will not be accepted.

### **3.03 Restrictions**

The proposed project shall comply with the rules, regulations, ordinances, codes, and standards of the City of Fort Lauderdale, and any Federal and State requirements.

- a. Recipients must agree to cooperate with the City of Fort Lauderdale and the Federal Government in the implementation of a uniform data reporting system. Required data will include but may not necessarily be limited to: quarterly reporting that documents the number of unduplicated clients served, specifically by age, race, sex, and ethnicity; along with quarterly reports that identify problems and successes with strategies for resolution of problems. Recipient must utilize reporting documents provided by City of Fort Lauderdale.
- b. Recipients must comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (state and local government grantees) and 24 CFR Part 7 and 41 CFR Part-Equal employment opportunity without regard to race, sex, color religion, age, national origin, and disability in federally assisted construction contracts. .
- c. Established agencies must submit or have previously provided the City with the most recent financial statement/audit. Agencies unable to provide same must submit written explanation as to why such a document is unavailable.
- d. Providers of assistance that are primarily religious organizations must agree to provide all eligible activities in a manner that is free from religious influences and in accordance with 24CFR§574.300(c).
- e. The proposed project shall be accessible to and usable by persons with disabilities.
- f. in compliance with the American with Disabilities ACT (ADA) and any subsequent
- g. and applicable amendments. Furthermore, the proposed project shall incorporate universal design elements which promote tenable and functional environment for individuals with disabilities.

- h. The proposed project must incorporate energy efficiency measures to prevent heat gain in residential facilities and orient dwellings to maximize natural ventilation, day lighting without heat gain.
- i. The proposed project should incorporate green building, sustainable development and smart building concepts and technologies in order to enhance the overall design and construction.
- j. The proposed project should incorporate digital and underground communications connectivity (cable, Wi-Fi, internet, telephone) where feasible.
- k. The proposed project must comply with all City existing landscape requirements.

### 3.04. Project Description

The City will award \$250,000 SHIP funds and one (1) lot to selected CHDO to develop/construct affordable rental housing for the elderly 62 years or older, under the SHIP Program. The City has identified a rental development strategy in its 2022--2025 Local Housing Assistance Plan (LHAP) which is available for review on the City's Website at [Housing and Community Development | City of Fort Lauderdale, FL](#).

CHDOs are encouraged to submit creative proposals which utilize ongoing programs while providing **maximum leverage** of non-City cash for project costs. At minimum, the project leverage should be at least **12.5% (\$31,250.00)** of the total funds provided by the City.

The funds set aside for a CHDO will be used to carry out eligible SHIP activities for affordable housing for low-income senior rental clients, The CHDO will construct new units on the two properties provided by the City within the boundaries of the City; pre-qualify potential low-income senior renters; coordinate transactions and closings. Eligible activities include acquisition, new construction for resale or rental, site improvement, conversion and other expenses including financing costs, relocation, and expenses of displaced persons, families, businesses, or organizations. All new construction of properties must include evidence of adherence to HUD Energy Star program and green practices as approved by the City of Fort Lauderdale.

Successful respondents must adhere to above aforementioned information.

### 3.05. Activities

Proposals are being sought for the following activities:

1. Acquisition and new construction of single units or multiple units for rental to low-income senior households. **Total Funding projected: \$ 250,000.00 and one (1) lot.**

*END OF SECTION*



## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addends, responding to questions/requests for information. There is no charge to register and download the RFP from the [City's on-line strategic sourcing platform](#). Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the [City's on-line strategic sourcing platform](#). The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.



**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
  2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
  4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

#### **4.2 Contents of the Proposal**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional

documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

#### 4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

#### 4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

#### 4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the required services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation.

The following issues should be fully responded to in this part of your proposal in concise narrative form, or as required. Additional sheets should be used, but they should reference each issue and be presented in the same order. A detailed listing of the qualification of the CHDO, including:

- i. An organizational chart.
- ii. Most recent Audit Review to be "**marked confidential**".
- iii. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract.
- iv. List all judgments from lawsuits in the last 5 years, which are concerned directly with the staff or part of your organization, proposed for the contract.
- v. List all bankruptcies filed by the organization or any of its principals in the last 5 years.
- vi. List all board members who are City of Fort Lauderdale employees.
- vii. List all board members who hold a position as an elected or appointed member of Fort Lauderdale City government.

##### 4.2.3.1 Financial Capacity

Demonstrated Proof of Financial Capacity: Demonstrated proof of Financial Capacity indicating the financial position of the Developer for the past three years including annual income statements prepared by an independent, licensed CPA, or for a newly formed entity, current income statements



prepared by an independent CPA for all principals covering the past three years. Additional information shall include financial references, including the name of the bank, financial institution or individual used as a reference and their names and phone number.

Prior experience working with Federal Funding: This project utilizes federal funding; thus, the ideal candidate should have prior experience working with federal funding. Document the firm's experience working with federal funding.

#### **4.2.4 Approach to Project Scope and an Understanding of the SHIP Program Guidelines for Rental Properties**

Provide in concise narrative form, your understanding of the City's needs, goals, and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities, and other available resources you offer for the project.

Describe your understanding and application of the SHIP Program Guidelines in current or previous projects completed and the firm's experience in working with rental programs

#### **4.2.6 Affordable Multi-Senior Rental Housing Development Plan**

The following issues should be fully responded to in this part of your proposal in concise, narrative form or as required. Additional sheets should be used, but they should reference each issue and be presented in the same order. Refer to Project Development Schedule document for the respective "Attachment" referenced below.

A detailed affordable, single, or multi-family housing development plan including:

1. Description of the proposed housing development program.
2. Detail listing of tasks to be undertaken
3. A timeline/schedule of development as well as process and completion of tasks.
4. Key Staff Narrative: roles and responsibilities of key staff: resume and background information of each person.
5. Organization Experience Narrative: summarize your organization's experience in affordable housing development, housing management, and / or other areas relevant to the proposed project. Also describe how your organization will implement this project.
6. Management Team Experience: resume for each member of the Development Team.
7. Complete Project Development Schedule - Attachment 1
8. Complete Financial Analysis/Project Budget - Attachment 2
9. Complete Rents for new construction rental units - Attachment 3

10. The CHDO shall include a detailed development / project pro- forma (for rental projects). The pro-forma must make adequate provision for replacement reserves, be in line with HOME rents - Attachment 4. A repayment plan must be demonstrated by project proforma, cash flow statement and development budget.
11. List of completed projects for the past 10 years – **Attachment 5**
12. Commitment from other funding source(s) (i.e., Bank statements, loan commitments, etc. that confirms the financial capacity of the CHDO) currently in place to complete this project.
13. Rental Housing Projects-Provide the following information for the
14. Neighborhood market area:
15. Number of units added to the market within the past 12 Months.
  - i. Current supply of rental housing
  - ii. Rental housing vacancy rate
  - iii. Tenant selection plan (for rental projects): include procedures for application processing and screening.
16. Proposed affordability restrictions and how they will be enforced. The City requires all CHDO to permanent affordability covenants on units after completion of the new construction. The covenants restrict the occupant's income limits and rent that can be charged for certain units according to 24 CFR 9.252(e). All City covenants must be in a position superior to all other debt.
17. Proposed affordability restrictions and how they will be enforced. The City requires all CHDO to place permanent affordability covenants on units in each project after completion of the new construction rental units for low-income seniors. The covenants restrict the occupant's income limits and rent that can be charged for certain units according to FAC 67.37.018. All City covenants must be in a position superior to all other debt.
18. The proposal shall describe the past experience of the CHDO in undertaking similar activities, including details of the last three (3) projects of similar scope and magnitude to the project being proposed. Include photos and addresses of those projects – Attachment 6.
19. Conceptual Design Documents prepared by registered architect or professional engineer, to include:
  - i. Conceptual land use site plan/street level floor plan showing all components of the Project.
  - ii. Building height with corresponding square footages.
  - iii. Floor plan of unit type

#### **4.2.7 Leveraging Resources**

Firms should provide financial approval letters from other lenders and a detailed breakdown of total budget and sources of any other revenue that will be used for the proposed project.

The minimum leveraging resources must be at least 12.5% of the total funding provided by City (in-kind contributions not included).

Proposed Financing Plan. The Proposed Financing Plan should describe all proposed sources of financing, probable conditions, equity injections, credit enhancement, debt coverage ratios and return on investment. It should be supported by a financial proforma which includes detailed development cost and source and use statement identifying all hard and soft cost, land cost, cost of construction, projected income, debt service, square foot cost and proposer's profit, a cash flow statement over a period of ten years including all assumptions, showing income, expenses, net operating income, debt service and cash flow, funding commitments letters, type of security for completion of the development, guarantees and bonding capacity, public subsidies and incentives requested.

#### **4.2.8 References & Past Performance**

Provide at minimum of three (3) references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project

**Note:** Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

#### **4.2.9 Minority/Women (M/WBE) Participation**

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

#### **4.2.10 Subcontractors**

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

#### **4.2.11 Required Documentations**

All required forms and documents must be submitted with each Proposal, non-submission may result in proposals deemed non-responsive.

##### **A. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

##### **B. Level of Grant Funding Required and Leveraging Resources**

- i. Indicate the level of Grant Funding required for this project up to a maximum of \$150,000.00.
- ii. Indicate leveraging resource percentage – The minimum leveraging resources should be at least 12.5% of the total Grant Funding (\$250,000.00).

##### **C. Non-Collusion Statement**

This form is to be completed and inserted in this section.

##### **D. Non-Discrimination Certification Form**

This form is to be completed and inserted in this section.

##### **E. E-Verify Affirmation Statement**

This form must be completed and inserted in this section.

**F. Sample Insurance Certificate**

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

**G. W-9 for Proposing Firm**

This form must be completed and inserted in this section.

**H. Active Status Page from Division of Corporations – Sunbiz.org**

Provide PDF to denote current status.

**I. Attachments**

Include the following completed attachments:

- i. Attachment 1 - Project Development Schedule
- ii. Attachment 2 - Financial Analysis (Project Costs) - Rental Project
- iii. Attachment 3 – Project Rents
- iv. Attachment 4- Operating Statement Pro Forma
- v. Attachment 5 – Completed Projects
- vi. Attachment 6 – Agreement
- vii. Conceptual Design Documents prepared by registered architect or professional engineer, to include:
  - a) Conceptual land use site plan/street level floor plan showing all components of the project.
  - b) Building height with corresponding square footages.
  - c) Floor plan of unit type

*END OF SECTION*

## SECTION V – EVALUATION AND AWARD

### 5.1 Evaluation Procedure

#### 5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid/Proposal, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at:

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Meetings may be in person or virtual. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct virtual interviews and/or require virtual oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

### 5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

#### 5.2.2 Weighted Criteria

Organizational Experience, Qualification and Financial Capacity	30%
Approach to Project Scope and an Understanding of the SHIP Program Guidelines for Rental Properties	20%
Multi- Senior Rental Housing Development Plan	20%
Leveraging Resources	15%
References & Past Performance	15%
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

**5.3 Contract Award**

The City reserves the right to award a contract to that CHODO who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

*END OF SECTION*

Exhibit # 1

**2023 SHIP  
Income Limits**

An eligible household must have an income equal to or less than the limits below. These limits may be periodically adjusted by HUD, please use the most recent data.

<b>HOUSEHOLD SIZE</b>	<b>30% OF MEDIAN</b>	<b>50% OF MEDIAN</b>	<b>80% OF MEDIAN</b>
1 Person	\$20,200	\$33,600	\$53,800
2 Persons	\$23,050	\$38,400	\$61,450
3 Persons	\$25,950	\$43,200	\$69,150
4 Persons	\$30,000	\$48,000	\$76,800
5 Persons	\$35,140	\$51,850	\$82,950
6 Persons	\$40,280	\$55,700	\$89,100
7 Persons	\$45,420	\$59,550	\$95,250



Exhibit # 2

2023 SHIP Rent Limits

<b>Income Category</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>30%</b>	<b>\$505</b>	<b>\$540</b>	<b>\$648</b>	<b>\$814</b>	<b>\$1,007</b>	<b>\$1,199</b>
<b>50%</b>	<b>\$840</b>	<b>\$900</b>	<b>\$1,080</b>	<b>\$1,248</b>	<b>\$1,392</b>	<b>\$1,536</b>
<b>80%</b>	<b>\$1,345</b>	<b>\$1,440</b>	<b>\$1,728</b>	<b>\$1,996</b>	<b>\$2,227</b>	<b>\$2,458</b>

Exhibit # 3

6/2/23, 3:25 PM

1210 NE 5 TERRACE



Site Address	1210 NE 5 TERRACE, FORT LAUDERDALE FL 33304	ID V	4042 34 03 1890
Property Owner	FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY	Millage	0312
Mailing Address	914 SISTRUNK BLVD FORT LAUDERDALE FL 33311	Use	80
Abbr Legal Description	PROGRESSO 2-18 D LOT 29-30,31 LESS N 10 BLK 113		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

\* 2023 values are considered "working values and assessable values"

Year	Land	Building / Improvement	Just / Market Value	Assessed / SCH Value	Tax
2023*	\$219,530		\$219,530	\$144,890	
2022	\$131,720		\$131,720	\$131,720	
2021	\$114,150		\$114,150	\$42,390	

2023\* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$219,530	\$219,530	\$219,530	\$219,530
Portability	0	0	0	0
Assessed/SCH	\$144,890	\$219,530	\$144,890	\$144,890
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vec/Bls	0	0	0	0
Senior	0	0	0	0
Exempt Type 15	\$144,890	\$219,530	\$144,890	\$144,890
Taxable	0	0	0	0

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
12/21/2021	CCD-T		117871871	\$25.00	9,791	SF
5/6/2004	CCD	\$100	37406 / 94			
10/22/1997	CCD	\$100	39558 / 1974			
2/9/1996	CET	\$100	24491 / 681			
8/1/1994	SWD	\$21,500	22543 / 43			
				Adj. Bldg. S.F.		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
X								
1								





June 2, 2023





**Exhibit # 4**

**Conditions for Conveyance of CRA Property**

- **Public Hearing and Award by the Fort Lauderdale Community Redevelopment Agency**
- **Restrictive Covenants to Ensure Continuity of the Proposed Use**
  - iv.
- **Commercial Contract for Conveyance of the Property**
  - v.
- **Right of Reverter until Property Developed and Certificate of**
  - vi. **Occupancy Received.**
  - vii.
- **Insurance and Indemnification**
  - viii.
- **Property will be Conveyed in “As Is” Condition by Quit Claim Deed. The CRA will**
  - ix. **Provide a Title Commitment for the Property.**





# APPRAISAL REPORT

VACANT LAND  
1210 NORTHEAST 5<sup>TH</sup> TERRACE  
FORT LAUDERDALE, FL 33304

by

Vance Real Estate Service  
7481 Northwest Fourth Street  
Plantation, Florida 33317-2204

for

Fort Lauderdale Community Redevelopment Agency  
Attention: Mr. Robert Wojcik  
CRA Housing and Economic Development Manager  
914 Sistrunk Boulevard Suite 200  
Fort Lauderdale, FL 33311

June 14, 2023



APPRAISED LAND LOOKING EAST  
1210 NE 5<sup>TH</sup> TERRACE, FORT LAUDERDALE



EXAMPLE OF HIGHEST AND BEST USE, ADJACENT TO SUBJECT



LOOKING NORTH ON NE 5<sup>TH</sup> TERRACE

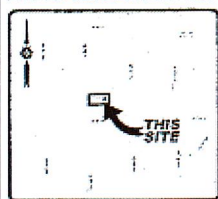


LOOKING SOUTH ON NE 5<sup>TH</sup> TERRACE

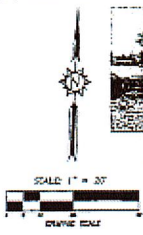


SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY OF

1210 N.E. 5TH TERRACE, FORT LAUDERDALE, FL.



LOCATION MAP  
NET TO SCALE



VIEW 1 A  
NET TO SCALE

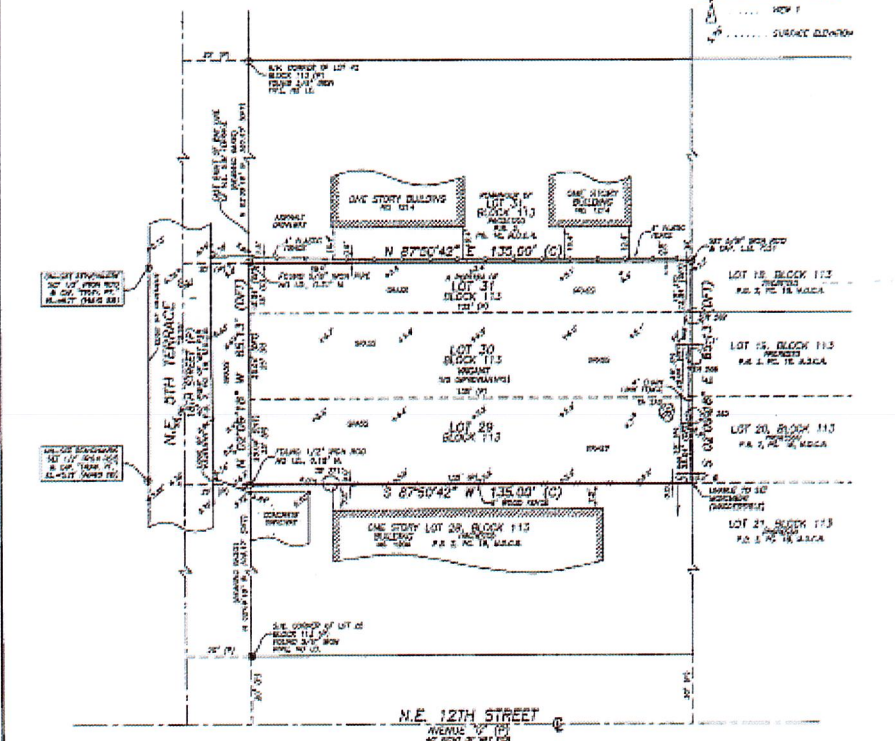


VIEW 2 A  
NET TO SCALE

TREE TABLE

TREE NUMBER	TREE TYPE	APPROX. DBH (IN)	APPROX. HEIGHT (FT)	APPROX. SPREAD (FT)	APPROX. AGE (YRS)
101	LANCANA	12	15	10	10
102	LANCANA	12	15	10	10
103	LANCANA	12	15	10	10
104	LANCANA	12	15	10	10
105	LANCANA	12	15	10	10

- LETTING:
- WEEK ..... WORK-DAY ONLY NEEDS
  - PA ..... PLAT BOOK
  - PL ..... PLAT
  - LS ..... LOTS
  - DI ..... DISTRICT INFORMATION BOARD
  - LS ..... ON FILE AT RECORDS
  - LI ..... LICENSE NUMBER
  - TO ..... TOWN
  - CO ..... COUNTY
  - ST ..... STATE
  - TR ..... TRAIL NUMBER 500
  - OT ..... OTHER
- MADE BY:
- TR ..... TRAIL NUMBER 500
  - OT ..... OTHER
  - ST ..... STATE
  - TR ..... TRAIL NUMBER 500
  - OT ..... OTHER
  - ST ..... STATE
  - TR ..... TRAIL NUMBER 500
  - OT ..... OTHER
  - ST ..... STATE
  - TR ..... TRAIL NUMBER 500
  - OT ..... OTHER
  - ST ..... STATE



**LEGAL DESCRIPTION:**

LOTS 29, 30 AND 31, LESS THE AREA OF LOT 31, PARCELS 113, COMMENCED ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF HANCOCK COUNTY, FLORIDA, SAID LANDS BEING LOTS 29 AND 30 IN BROWARD COUNTY, FLORIDA.

**SURVEY NOTES:**

1. THIS SURVEY REPRESENTS A BOUNDARY AND TOPOGRAPHIC SURVEY AS DEFINED BY TREATMENT OF PRACTICE FOR SURVEYING AND MAPPING, CHAPTER 1S-17, FLORIDA ADMINISTRATIVE CODES. THIS SURVEY IS NOT A SURVEY OF THE BOUNDARY AND THE ORIGINAL BOUNDARY OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE SURVEY IS BASED ON THE RECORDS AND ON THIS SURVEY HAS BEEN CONDUCTED WITH HIGH CLARITY. THE POINTS HAVE BEEN PLACED AT THE CORNER OF THE LOTS LOCATED AND DO NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE PLOT.
3. THE INFORMATION OBTAINED ON THIS SURVEY REPRESENTS THE RESULTS OF A FIELD SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS A REPRESENTATION OF THE ACTUAL CONDITIONS EXISTING AT THAT TIME.
4. THE SURVEYOR DO NOT AGREE TO THE PROPERTY SHOWN HEREON FOR ENGINEERING, PLANNING, ARCHITECTURE, PLANTING, FURNITURE, WELLS AND IMPROVEMENTS NOT LISTED OR ANY OTHER PURPOSES AND SHALL BE RESPONSIBLE FOR ANY SUCH WORK.
5. THE SURVEYOR DO NOT DETERMINE OWNERSHIP OF POWER AND WATTS. SUBMERGED UTILITIES AND ENCROACHMENTS WERE NOT LOCATED AND ARE NOT SHOWN HEREON.
6. AGREEMENT ON UTILITIES TO EXIST WERE ON REPORTS BY OTHERS THAN THE SURVEYOR OR PARTIES WHOSE NAMES ARE PRINTED HEREON. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY SUCH WORK.
7. THE PROPERTY SHOWN HEREON CONTAINS ALSO ACRES (3,793 SQUARE FEET), MORE OR LESS.
8. THE PROPERTY SHOWN HEREON LIES WITHIN PLATS 29, 30 AND 31, AS SHOWN IN RECORDS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF HANCOCK COUNTY, FLORIDA, MAP REFERENCE DATE AUGUST 14, 2014.
9. THE LAND SURVEYOR, INC. DO NOT SEARCH THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA FOR ENCROACHMENTS, RIGHTS-OF-WAY, DECISIONS ON WHICH MATTERS AFFECTING THE PROPERTY BEING SURVEYED. THERE MAY BE ADDITIONAL ENCROACHMENTS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
10. THE ELEVATIONS SHOWN HEREON ARE BASED ON A CITY OF FORT LAUDERDALE BENCHMARK OF 10.00 FEET ABOVE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). THE MARK IS A 1/2" DIA. IN BRASS BOLT PLACED 10" FT. LONG AND 4" DIA. THE APPROXIMATE COORDINATES OF CORNER 113 ARE: NAD 83 NORTHING 1000000.0000, EASTING 1000000.0000.
11. THE ELEVATIONS SHOWN HEREON ARE BASED ON A CITY OF FORT LAUDERDALE BENCHMARK OF 10.00 FEET ABOVE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). THE MARK IS A 1/2" DIA. IN BRASS BOLT PLACED 10" FT. LONG AND 4" DIA. THE APPROXIMATE COORDINATES OF CORNER 113 ARE: NAD 83 NORTHING 1000000.0000, EASTING 1000000.0000.

**SURVEY NOTES (CONT.):**

12. THE BENCHMARK SHOWN HEREON ARE BASED ON A BENCHMARK OF 10.00 FEET ABOVE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (FWS) ADJUSTMENT.

13. THE INFORMATION CONTAINED IN THIS DOCUMENT WAS PROVIDED BY THE LAND SURVEYOR, INC. THE LAND SURVEYOR HAS MADE ALL REASONABLE ATTEMPTS TO VERIFY THE ACCURACY OF THE DOCUMENT. THE SURVEYOR DOES NOT WARRANT ANY INFORMATION WILL NOT BE MADE BY OTHERS AFTER A REASONABLE ATTEMPT. THE LAND SURVEYOR MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY OF THE INFORMATION CONTAINED IN THIS OR ANY DOCUMENT TRANSMITTED OR RECEIVED BY COMPUTER OR OTHER ELECTRONIC MEANS. CONTACT THE LAND SURVEYOR OFFICE FOR VERIFICATION OF ACCURACY.

14. THIS PLAT HAS BEEN REVIEWED BY THE CITY OF FORT LAUDERDALE, FLORIDA, AND THE CITY ENGINEER HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS FOR THE CITY OF FORT LAUDERDALE, FLORIDA. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED IN THIS OR ANY DOCUMENT TRANSMITTED OR RECEIVED BY COMPUTER OR OTHER ELECTRONIC MEANS. CONTACT THE LAND SURVEYOR OFFICE FOR VERIFICATION OF ACCURACY.

15. THE SURVEY IS CERTIFIED TO: CITY OF FORT LAUDERDALE, FLA.

**CERTIFICATE:**

I, THE SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY AND THE INFORMATION CONTAINED THEREIN WAS MADE UNDER MY PERSONAL SUPERVISION AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Digitally signed by Javier De La Rocha  
Date: 2023.04.17 08:24:23 -0400

JAVIER DE LA ROCHA  
PROFESSIONAL SURVEYOR AND MAPPER NO. 6026  
STATE OF FLORIDA  
JCS LAND SURVEYORS, INC. (L.S. 1001)  
JCS@JCSLANDSURVEYORS.COM

TELEPHONE: 760.360.1144-1145 FAX: 760.360.1144-1145

**JCS LAND SURVEYORS, INC.**

13131  
2840 FORT LAUDERDALE PARKWAY, SUITE 9, FORT LAUDERDALE, FL 33304

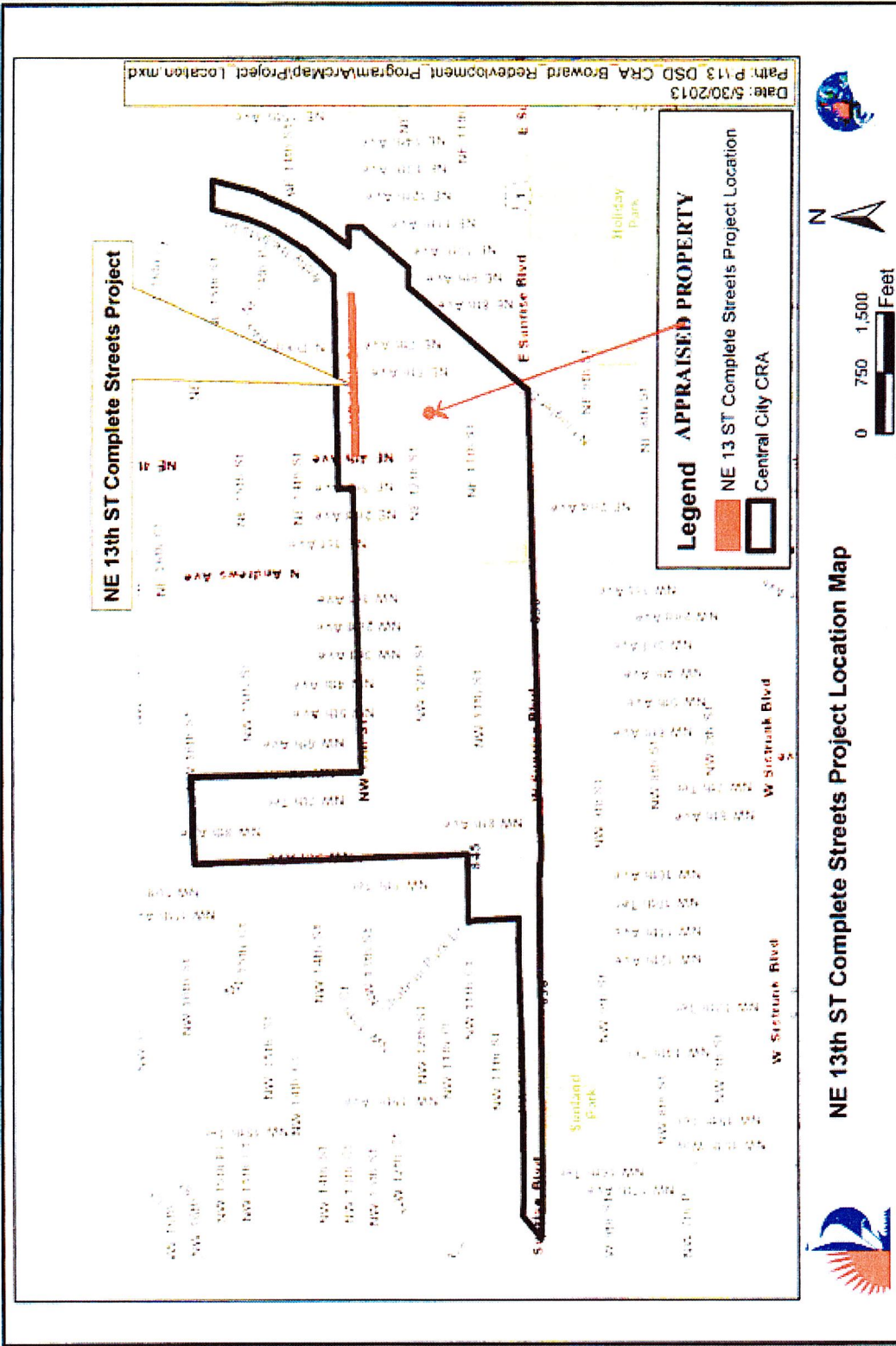
---

**SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY**  
**LOTS 29, 30 & 31, LESS THE**  
**NORTH 10' OF LOT 31, BLOCK 113**  
 (ADDRESS)  
 PLAT BOOK 2, PAGE 18, M.D.C.R.

CITY OF FORT LAUDERDALE, FLA.  
 JAVIER DE LA ROCHA  
 DATE: 2023.04.17  
 CITY OF FORT LAUDERDALE, FLA.

01

# Boundary Map





# Land Appraisal Report

File #

**APPRaiser**

Borrower: \_\_\_\_\_  
 Property Address: 250 NE 5 Terrace Fort Lauderdale FL 33301      Census Tract: 417      Map Reference: \_\_\_\_\_  
 City: Fort Lauderdale      County: Broward      State: FL      Zip Code: 33304  
 Legal Description: Lots 27, 28, 29, 30 of Block 113 Progress 2-18 Amward Tr  
 Sale Price: N.A.      Date of Sale: N.A.      Loan Term: N.A.      Property Rights Acquired:  Fee       Leasehold       De Minimis PUD  
 Actual Real Estate Taxes: 0      Are Loan charges to be paid by seller?  Yes       No  
 Lender/Clerk: Fort Lauderdale Community Redevelopment Agency      Other sales conditions: \_\_\_\_\_  
 Occupant: VACANT      Appraiser: Valerie      Instructions to Appraiser: Market Value

---

Location:       Urban       Suburban       Rural      Good      Avg.      Fair      Poor  
 Built Up:       Over 75%       25% to 75%       Under 25%  
 Growth Rate:       Rapid       Steady       Slow  
 Property Values:       Increasing       Stable       Declining  
 Demand/Supply:       Shortage       In Balance       Oversupply  
 Marketing Time:       Under 3 Mos.       4-6 Mos.       Over 6 Mos.  
 Present Land Use:       20% Family       30% 2-4 Family       % Apts.       % Condo       Commercial  
 Change in Present Land Use:       Not Likely       Likely (?)       Taking Place (?)  
 Predominant Occupancy:       Owner       Tenant % Vacant  
 Single Family Price Range:      \$300,000 - \$400,000      Median Value: \$50,000  
 Single Family Age:      30 yrs. to 60 yrs.      Predominant Age: 40 yrs.

---

Comments including those factors favorable or unfavorable affecting marketability (e.g. public parks, schools, view, noise):  
The market area is in the stage of revitalization. It is close to downtown Fort Lauderdale. It is in the Ft. Lauderdale CRA Central City.

---

Dimensions - Sq. Ft. or Acres:       General       Corner Lot      65' x 135' = 8,781 SF on tax roll  
 Zoning classification:       Present       Other (specify) 3-4 dwelling units  
 Highest and best use:       Present use       Other (specify) 3-4 dwelling units  
 Public:       Street Access       Private  
 Gas:       Surface       Asphalt  
 Water:       Maintenance       Public       Private  
 San Sewer:       Storm Sewer       Combined  
 Sidewalk:       Street Lights  
 Is the property located in a HUD identified Special Flood Hazard Area?       No       Yes

---

Comments (favorable or unfavorable including any known adverse easements, encroachments, or other adverse conditions):  
No adverse conditions

---

The undersigned has reviewed three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	1210 NE 4 Terr	12 1/4 NW 4 AVE	34 NE 16 Place	951 NW 8 Ave
Proximity to Subject	1/4 mile	1/4 mile	1/4 mile	1/2 mile
Sales Price	N.A.	\$ 206,000	\$180,000	\$185,000
Final Date Source	\$	public	public	public
Days of Sale and Time Adjustment	DESCRIPTION 6-1-23	DESCRIPTION 4-13-23 +\$3.13	DESCRIPTION 2-3-21 +\$2.39	DESCRIPTION 7-24-23 +\$0.91
Location	suburban	equal	equal	equal
Site/View	residential	equal	equal	equal
Zoning	RMM 25	RD-15	RD-15	RD-15
sale price / SF		\$20.73	\$26.23	\$18.27
Sales or Financing Concessions		cash 0	finance house \$224,000	mort 92,500 0
Net Adj. (Total)		\$3.13	\$2.39	\$0.91
Indicated Value of Subject		\$23.46	\$28.62	\$19.18

Comments on Market Data:  
Few land sales but representative of the market.

Comments and Conditions of Appraisal:      Sale 4 had another transaction a few dates after the first. It appears to be a "flip" sale between investors. It was disqualified on the tax roll due to size of lot, subject most probably be improved with 3 units if in RD-15 or RMM 25 zoning district.  
 Final Reconciliation:      Greater weight on sale 4 which is also mid-range of the sales.  
Unit value for appraised land is \$24.00 per square foot.  
\$24.00 / SF x 791 sq. = \$19,044 (rounded)

I HEREBY CERTIFY THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF June 14, 2023 to be \$300,000

Appraiser: Valerie Vance      James B. Vance, Jr.       DA       Did Not Physically Inspect Property

COMP NO. 4  
 1006 NE 14 Place  
 1/4 mile  
 \$176,429  
 public  
 10-1-21 +\$1.68  
 equal 0  
 equal 0  
 RMM-25  
 \$22.24  
 cash U  
 +\$1.68  
 \$23.92







**LAND SALE 1 AT 1214 NW 4<sup>TH</sup> AVENUE  
FORT LAUDERDALE, FL**



**LAND SALE 2 AT 34 NE 16<sup>TH</sup> PLACE  
FORT LAUDERDALE, FL**





**LAND SALE 3 AT  
951 NW 8 AVENUE, FORT LAUDERDALE**



**LAND SALE 4 AT 1006 NE 14<sup>TH</sup> PLACE  
FORT LAUDERDALE**

**ATTACHMENT 1**

**Project Development Schedule**

<b>Attachment 1</b> ACTUAL OR EXPECTED ACTIVITY	MONTH/DAY/YEAR
<b>Site</b>	
Acquisition	
Environmental Review Completed	
<b>Permits</b>	
Conditional Use Permit	
Variance	
Plot Plan Review	
Site Plan Approval	
Grading Permit	
Building Permit	
<b>Construction Financing:</b>	
Loan Application	
Enforceable Commitment	
Closing and Disbursement	
<b>Permanent Financing:</b>	
Loan Application	
Enforceable Commitment	
Closing and Disbursement	
<b>Other Loans and Grants:</b>	
Type & Source:	
Application	
Closing & Award	
Type & Source:	
Application	
Closing & Award	
Type & Source	
Application	
Closing & Award	
<b>Construction and Occupancy:</b>	
Construction Start	
Construction Completion	
Placed In Service	
Occupancy of All Low-Income Units	

**ATTACHMENT 2**

**FINANCIAL ANALYSIS (PROJECT COSTS) – FIRST TIME HOMEBUYER  
AND RENTALREHABILITATION PROJECTS**

Please see instructions (below) before completing. Complete one form for each single family project or one form for a multi-unit project.

**SOURCES AND USES OF FUNDS**

FUNDS AMOUNT	SOURCE	TERMS AND CONDITIONS
A.		
B.		
C.		
D.		

<b>PROJECT COSTS</b>					
Itemized Cost	Total Cost	HOME	Source A	Source B	Source C
A. Direct Client Subsidy					
B. Hard Costs - Construction					
C. Architect / Engineering Fees					
D. Project Soft Costs 1. Appraisal 2. Building Permits 3. Tap Fees 4. Soil Borings/Environmental Survey 5. Real Estate Attorney 6. Construction Loan Legal 7. Title and Recording 8. Other					
E. Interim Costs 1. Construction Insurance 2. Construction Interest 3. Construction Loan Origination Fee					



PROJECT COSTS					
F. Financing Fees and Expenses 1. Credit Report 2. Origination Fee 3. Title and Recording 4. Counsel's Fee					
G. Developer's Fee					
H. Project Administration/Management 1. Marketing/Management 2. Operating Expenses 3. Taxes 4. Insurance					
I. Project Reserves 1. Rent-Up Reserve (Rentals Projects) 2. Operating Reserve					
Rental Projects					
J. Tenant Relocation					
I. Audit Costs					
K. Staff Costs <u>as allowable</u>					
L. Total					

**Line A**

Amount of direct client subsidy (down payment assistance, buy down, rehab) for total project.

**Line B**

Total construction costs for project (list costs itemized in Line D separately). The amount estimated under this heading should cover materials and labor, the contractor's profit, and the cost of a performance bond or letter of credit provided by the contractor to insure that the project will be completed.

Probably the most realistic method of estimating construction costs is to obtain a preliminary cost from a contractor, even if one has not been formally selected. An alternative is to have your architect estimate the amount of the construction contract based on his or her experience with similar buildings.

In some cases, an architect or contractor may only wish to estimate the cost of "bricks and mortar" for actual construction. You can adjust that figure and estimate the total construction contract price by adding: (a) 3 - 4% for "general requirements"; (b) the estimated cost of a performance bond or letter of credit obtained from a bonding company or local lender; and (c) an allowance of 8 - 10% of the total of all preceding costs for the contractor's profit.

**Line C**

Architectural fees should be based on an estimate from the architect or on an actual agreement with the architect. These fees may be based on a certain percentage of the construction contract amount, a fee per dwelling unit, a flat fee for services, or some other basis. There will always be one fee for the design of the buildings and another for inspection and monitoring by the architect during construction. The design architect and the inspecting architect may or may not be the same.

**Line D1**

In buying land or real property it is almost always necessary to get an appraisal of the property. It is important to make sure that the appraiser you plan to use is acceptable to your lender. Lenders rely on the information in an appraisal firms. An Appraiser can easily provide you with a cost estimate for the services required.

**Line D2**

The local government responsible for enforcing area building codes generally will require a building or construction permit to be issued before construction can commence.

**Line D3**

Tap fees or connection fees often are required by the water and sewer governing body before a project can be connected into the utility system.

**Line D4**

If the architect for your project does not include the environmental survey as part of his/her contract, you will have to arrange for the survey and pay for it independently. You should get estimates from surveyors and weigh their bids.

**Line D5-D6**

Legal fees will be incurred for incorporation, contract negotiations, property acquisition, loan closings and other assorted parts of the development process. Unless your project is highly unusual, and will require inordinate legal attention, it is possible to get a ballpark estimate of legal fees by looking at similar projects. You can ask a attorney for such an estimate.

**Line D7**

These items are the costs of making sure that the sponsor/developer has clear title to the property before construction starts. Title insurance protects the lender, while recording the deed protects the title. The mortgage held by the lender must also be recorded. The sponsor's attorney or a title insurance company can estimate these costs, given a specific property and an estimate of development costs.

**Line E1- E2**

Predevelopment and construction interest is a cost that you are accruing during the early part of the project. You should include those costs in your budget as part of the holding costs.

**Line E3**

Loan fees and points are part of the cost of capital. These are the one-time fees, a percentage of the total loan which you pay to the lender. Once you know how much money you have to borrow, your lender will tell you what fees and loan points will be charged.

**Line F1**

A credit report will likely be required by a lender prior to issuing a commitment letter for permanent financing.

**Line F2**

A fee required by some lenders to process/originate the mortgage loan.

**Line F3**

Required by the County and most lenders to insure their interest to the property is protected from prior lien claims. Additionally, there is often a per page recording fee for all documents registered with the area Register of Deeds as well as charges for applicable tax stamps.

**Line F4**

Attorney's fees may be charged to prepare closing documents, perform title searches and ensure that all legal aspects of the transaction are handled properly.

**Line G**

This fee, usually paid after completion of the project, compensates the developer for project oversight from inception to completion.

**Line H 1**

Marketing figures should include the actual costs of advertising and staffing for application reviews.

**Line H2**

Operating expenses incurred should be included here. These may include utility costs, maintenance, overhead. Please note, that these costs are not HOME eligible unless pro rated to include only those expenses directly attributed to a HOME assisted client.

**Line H3**

Real estate taxes usually have to be paid on the property. The sponsor/developer should consult with local taxing authorities to determine the basis on which the property will be assessed based.

**Line H4**

The contractor will carry builder's risk and liability insurance. The sponsor/developer will probably need to carry hazard insurance against damage to the building during construction. You may also carry insurance against theft and liability for personal injury or property damage.

**Reserves**

**Lines I 1 – I 2**

Reserves are funds set aside from the construction financing to take care of possible losses or shortfalls in the cash flow. Operating reserves protect against any lag in project sale or rent up. Replacement reserves establish a fund for replacement of major building components which will occur over the life of the project.

**Tenant Relocation**

**Line J**

Relocation costs connected with acquiring occupied buildings.

**Line K**

The City requires an annual audit for agencies funded with \$5,000 or more. Unless an agency receives \$300,000 or more, these audits are not a HOME eligible expense.

**Line L**

List all staff costs associated with the project. Please note that HOME funds can only be used to reimburse those costs directly attributed to a HOME assisted client and all such tasks must be clearly demonstrated and considered to be reasonable and customary.

**Line M**

Total of costs from all sources and categories attributed to the Project.

**ATTACHMENT 3**

**Project Rents**

**Project Rents:** For acquisition and/or construction of rental housing projects, complete the following table for project rents.

Units Designated Low Income							
# Bedrooms	Total # of Units	#of HOME Units in Total	Unit Size (Sq. Ft)	Monthly Rent (including utilities)	Monthly Utility Allowance	Monthly Rent LESS Utility Allowance	% of Area Median Income

Market-Rate Units							
# Bedrooms	Total # of Units		Unit Size (Sq. Ft)	Monthly Rent (without utilities)			

**ATTACHMENT 4**

**Complete the Project Pro Forma for the Operating Statement  
(FOR RENTAL PROJECTS ONLY)  
Provide a 10-year income and expense pro forma.**

*OPERATING STATEMENT PRO FORMA*

OPERATING INCOME		Annual Amount
1.	Gross rent potential	
2.	Vacancy allowance ( __ % of Line 1)	
3.	Effective gross rent (Line 1 minus Line 2)	
4.	Other income	
5.	Reserve for Bad Debt	
6.	Effective Gross Income	
OPERATING EXPENSES		Annual Amount
7.	Management fee	
8.	Management staff costs	
9.	Legal fees	
10.	Accounting/audit fees	
11.	Advertising/marketing	
12.	Telephone	
13.	Office supplies	
14.	Other administrative Expenses (Subtotal)	
MAINTENANCE		
15.	Maintenance staff costs	
16.	Elevator (if any)	
17.	Other mechanical equipment (specify)	
18.	Decorating (specify)	
19.	Routine repairs and supplies	
20.	Exterminating	
21.	Lawn and landscaping	
22.	Garbage/trash removal	
23.	Other (specify)	
24.	Subtotal	
UTILITIES		



25.	Electricity	
25.A	Residential	
25.B	Commercial areas	
25.C	Common areas	
26.	Heat and hot water (specify fuel)	
26.A	Residential	
26.B	Commercial areas	
26.C	Common areas	
27.	Sewer and water	
	Subtotal	
<b>TAXES/INSURANCE RESERVE</b>		
28.	Property insurance	
29.	Real estate taxes (estimated value of \$ times projected tax rate of \$ _____/\$1,000)	
30.	Reserve for replacement	
31.	Operating deficit reserve Subtotal	
32.	Total Operating Expenses (Lines 7 through 31)	
<b>INCOME AVAILABLE FOR DEBT SERVICE</b>		
	Effective Gross Income (Line 6)	
	Minus Total Operating Expenses (Line 32)	
33.	Net Operating Income	
34.	Debt Service Coverage Ratio Required by Lender	

Notes: Assumption should be clearly stated such as rent levels (including utility allowances), vacancy/collection loss rates, projected annual income and expense percentage increases, etc.). See Instructions below.

## OPERATING INCOME

### Line 1

**"Gross rent potential"** is the total annual amount collectable in rent *if* all units were occupied continuously and all tenants paid their rent. A common error (or deliberate exaggeration) in a pro forma is to assume that gross potential is the number of units times the proposed rent schedule. The error overstates gross potential because it ignores the fact that, aside from tenants renting month to month rent schedules and increases take time to implement. This is a very important consideration when evaluating a new construction or substantial rehabilitation proposal, especially if the owner claims immediate results from the rent schedule or rent increases following construction. The lease-up period can take months, if not years for a larger project, and the implementation of rent increases requires a year if one year leases are in place. In short, gross potential is not static, it changes each month as tenants move in and out. A miscalculation of the market leading to slow leasing will result in immediate and substantial cash demands on the owner.

### Line 2

The "**vacancy allowance**" is a percentage of gross rent to allow for income lost, while dwelling units are vacant because of normal turnover in occupancy. Recall, however, that a 5% vacancy does not mean that gross potential reduced by 5%: in projects with different sized units, the rent of those vacant units can comprise more or less than 5% of the rents. The vacancy allowance must estimate economic vacancies, and also account for units taken from the market for renovations.

**Line 3** "**Effective gross rent**" is the gross rent potential less the vacancy allowance.

**Line 4** "**Other income**" includes any charges the sponsor realistically expects to make for use of the buildings or property, **other than** charges to the tenants for rent or services. Such income could be, for example, a charge for use of a community room as a meeting place by an outside organization, or a rental fee for parking spaces paid by residents or non-residents.

**Line 5** The "**reserve for bad debt**" assumes that some rents owed will not be paid. A reasonable reserve for bad debt equals 1.2% of gross rents. Investors should be concerned if the reserve exceeds 2%, as this suggests that the owner has sacrificed tenant reliability for occupancy.

**Line 6** Effective Gross income equals the total of effective gross rent plus other income less reserve for bad debt.

## **OPERATING EXPENSES**

**Line 7** The "**management fee**" is an annual payment to a contracted management firm or agent for whatever scope of services is negotiated between the project sponsor and the management agent. Typically, the fee is set as a percentage of gross rent collected, ranging from 5% - 9%.

**Line 8** The personnel costs for any employees of the project who are involved in management, as opposed to employees of a contracted management agent are shown here. If the same person spends time on both management and maintenance responsibilities, the costs associated with that person should be shown here and on Line 14, on the basis of an estimated percentage of total working time in each activity. Payroll expenses include wages, fringe benefits and payroll taxes.

**Line 9** Legal costs may be incurred in negotiating contracts with service providers, assisting the sponsor with legal disputes, and so forth. The proposed management agent, if one is used, should be helpful in estimating a reasonable allowance for those costs.

**Line 10** An annual audit of the project accounts should be planned and budgeted.

**Line 11** An amount should be budgeted for expenses in connection with advertising or other marketing efforts required to fully lease apartments or rooms which become vacant from time to time. Expenses for **initial** marketing, when the project is completed, are included in the development budget. The line will also include concessions - offers to tenants for a period of free or reduced rent in exchange for a lease.

**Lines 12 - 14** The sponsor's "**overhead**" costs to operate a management office, or to perform that function whether or not a physical space is devoted to it, should be estimated here. These costs are separate from any similar expenses which may be included in the management fee.

## **MAINTENANCE**

**Line 15** Personnel costs for any project maintenance employees including wages, fringe benefits and withholding or other taxes should be included here.

**Line 16 -24** Maintenance expense covers a board category of interior, exterior and grounds items, including an array of possible third party contractors. A key influence on maintenance costs is turnover, or the number of units that are vacated and reoccupied in a given period. The higher the turnover, the

higher the maintenance expense for cleaning, painting, exterminating and other such preparation activities. Turnover rates are a matter that can be learned from property managers when shopping properties. In addition, an existing property with an operating history can generate an estimate of turnover for when the rent falls from the prior year. Property managers normally can quickly determine or estimate the average unit preparation cost, exclusive of replacing carpet or appliances. Typically, this cost is from \$300 to \$500.

Another element of the maintenance budget is the cost of general building repairs and cleaning, including maintenance of mechanical systems, plumbing and fixtures, and grounds upkeep. These activities are handled by some combination of hired contractors and employed staff. Underwriters should encourage owners to plan and budget properly for these expenses, including costs for maintenance staff (line 15) and contractors. The underwriter should observe and inquire about special maintenance situations such as extensive grounds, swimming pools, flat roofs, poor drainage, stucco finish and aluminum siding.

## **UTILITIES**

### **Lines 25 - 27**

Utility costs can be estimated by doing a utility comparison analysis with other buildings in the area of similar scope and design, or based on previous use levels. Be sure to take into account the type of utilities used in comparison buildings, and the level of energy efficiency of construction and appliances.

Sewer and water costs can be estimated by previous use levels, or if the building is new, by contacting the utility or public service provider for estimates. Properties with landlord-paid utilities (that is, heat, hot water, air or light) may need special attention. Efficient and environmentally sound operations demand that tenant's use of utilities be disciplined by costs, meaning utility users should pay utility bills. When feasible, conversion to tenant paid utilities should be encouraged.

## **TAXES/INSURANCE/RESERVES**

### **Line 28**

The estimated annual premium for hazard and liability insurance carried by the project owner should be included here. Policies should provide for rent loss protection and for restoration of the premises in the event of casualty.

### **Line 29**

Annual real estate taxes should be estimated by consulting with the local tax assessor about the value at which the housing will be assessed, and likely tax rate. Since real estate taxes are a major component of operating costs they should be carefully and realistically estimated.

### **Line 30**

An amount should be budgeted annually, and built into monthly occupancy charges, to allow for periodic major repairs or for replacement of parts of the buildings or mechanical equipment and systems. The amount which would be prudent may vary with individual projects, and may be different for new construction versus rehabilitation.

### **Line 31**

The operating reserve, or "**operating deficit reserve**", as FHA calls it, is typically in an amount that assures coverage of debt service during the lease-up period, when it is most likely that expenses will grow faster than income.

## **Total Operating Expenses**

### **Line 32**

Costs for management, maintenance, utilities, taxes, insurance, and reserves are included.

## **Income Available for Debt Service**

### **Line 33 - 34**

## Project Development Schedule

<b>Attachment 1</b> ACTUAL OR EXPECTED ACTIVITY	MONTH/DAY/YEAR
<b>Site</b>	
Acquisition	
Environmental Review Completed	
<b>Permits</b>	
Conditional Use Permit	
Variance	
Plot Plan Review	
Site Plan Approval	
Grading Permit	
Building Permit	
<b>Construction Financing:</b>	
Loan Application	
Enforceable Commitment	
Closing and Disbursement	
<b>Permanent Financing:</b>	
Loan Application	
Enforceable Commitment	
Closing and Disbursement	
<b>Other Loans and Grants:</b>	
Type & Source:	
Application	
Closing & Award	
Type & Source:	
Application	
Closing & Award	
Type & Source:	
Application	
Closing & Award	
<b>Construction and Occupancy:</b>	
Construction Start	
Construction Completion	
Placed In Service	
Occupancy of All Low-Income Units	

**ATTACHMENT 2**

**FINANCIAL ANALYSIS (PROJECT COSTS) – FIRST TIME HOMEBUYER  
AND RENTALREHABILITATION PROJECTS**

Please see instructions (below) before completing. Complete one form for each single family project or one form for a multi-unit project.

**SOURCES AND USES OF FUNDS**

FUNDS AMOUNT	SOURCE	TERMS AND CONDITIONS
A.		
B.		
C.		
D.		

<b>PROJECT COSTS</b>					
Itemized Cost	Total Cost	HOME	Source A	Source B	Source C
A. Direct Client Subsidy					
B. Hard Costs - Construction					
C. Architect / Engineering Fees					
D. Project Soft Costs 9. Appraisal 10. Building Permits 11. Tap Fees 12. Soil Borings/Environmental Survey 13. Real Estate Attorney 14. Construction Loan Legal 15. Title and Recording 16. Other					
E. Interim Costs 4. Construction Insurance 5. Construction Interest 6. Construction Loan Origination Fee					



PROJECT COSTS					
F. Financing Fees and Expenses 5. Credit Report 6. Origination Fee 7. Title and Recording 8. Counsel's Fee					
G.. Developer's Fee					
H. Project Administration/Management 5. Marketing/Management 6. Operating Expenses 7. Taxes 8. Insurance					
I. Project Reserves 3. Rent-Up Reserve (Rentals Projects) 4. Operating Reserve					
Rental Projects					
J. Tenant Relocation					
I. Audit Costs					
K. Staff Costs <u>as allowable</u>					
L. Total					

**Line A**

Amount of direct client subsidy (down payment assistance, buy down, rehab) for total project.

**Line B**

Total construction costs for project (list costs itemized in Line D separately). The amount estimated under this heading should cover materials and labor, the contractor's profit, and the cost of a performance bond or letter of credit provided by the contractor to insure that the project will be completed.

Probably the most realistic method of estimating construction costs is to obtain a preliminary cost from a contractor, even if one has not been formally selected. An alternative is to have your architect estimate the amount of the construction contract based on his or her experience with similar buildings.

In some cases, an architect or contractor may only wish to estimate the cost of "bricks and mortar" for actual construction. You can adjust that figure and estimate the total construction contract price by adding: (a) 3 - 4% for "general requirements"; (b) the estimated cost of a performance bond or letter of credit obtained from a bonding company or local lender; and (c) an allowance of 8 - 10% of the total of all preceding costs for the contractor's profit.

**Line C**

Architectural fees should be based on an estimate from the architect or on an actual agreement with the architect. These fees may be based on a certain percentage of the construction contract amount, a fee per dwelling unit, a flat fee for services, or some other basis. There will always be one fee for the design of the buildings and another for inspection and monitoring by the architect during construction. The design architect and the inspecting architect may or may not be the same.

**Line D1**

In buying land or real property it is almost always necessary to get an appraisal of the property. It is important to make sure that the appraiser you plan to use is acceptable to your lender. Lenders rely on the information in an appraisal firms. An Appraiser can easily provide you with a cost estimate for the services required.

**Line D2**

The local government responsible for enforcing area building codes generally will require a building or construction permit to be issued before construction can commence.

**Line D3**

Tap fees or connection fees often are required by the water and sewer governing body before a project can be connected into the utility system.

**Line D4**

If the architect for your project does not include the environmental survey as part of his/her contract, you will have to arrange for the survey and pay for it independently. You should get estimates from surveyors and weigh their bids.

**Line D5-D6**

Legal fees will be incurred for incorporation, contract negotiations, property acquisition, loan closings and other assorted parts of the development process. Unless your project is highly unusual, and will require inordinate legal attention, it is possible to get a ballpark estimate of legal fees by looking at similar projects. You can ask a attorney for such an estimate.

**Line D7**

These items are the costs of making sure that the sponsor/developer has clear title to the property before construction starts. Title insurance protects the lender, while recording the deed protects the title. The mortgage held by the lender must also be recorded. The sponsor's attorney or a title insurance company can estimate these costs, given a specific property and an estimate of development costs.

**Line E1- E2**

Predevelopment and construction interest is a cost that you are accruing during the early part of the project. You should include those costs in your budget as part of the holding costs.

**Line E3**

Loan fees and points are part of the cost of capital. These are the one-time fees, a percentage of the total loan which you pay to the lender. Once you know how much money you have to borrow, your lender will tell you what fees and loan points will be charged.

**Line F1**

A credit report will likely be required by a lender prior to issuing a commitment letter for permanent financing.

**Line F2**

A fee required by some lenders to process/originate the mortgage loan.

**Line F3**

Required by the County and most lenders to insure their interest to the property is protected from prior lien claims. Additionally, there is often a per page recording fee for all documents registered with the area Register of Deeds as well as charges for applicable tax stamps.

**Line F4**

Attorney's fees may be charged to prepare closing documents, perform title searches and ensure that all legal aspects of the transaction are handled properly.

**Line G**

This fee, usually paid after completion of the project, compensates the developer for project oversight from inception to completion.

**Line H 1**

Marketing figures should include the actual costs of advertising and staffing for application reviews.

**Line H2**

Operating expenses incurred should be included here. These may include utility costs, maintenance, overhead. Please note, that these costs are not HOME eligible unless pro rated to include only those expenses directly attributed to a HOME assisted client.

**Line H3**

Real estate taxes usually have to be paid on the property. The sponsor/developer should consult with local taxing authorities to determine the basis on which the property will be assessed based.

**Line H4**

The contractor will carry builder's risk and liability insurance. The sponsor/developer will probably need to carry hazard insurance against damage to the building during construction. You may also carry insurance against theft and liability for personal injury or property damage.

**Reserves**

**Lines I 1 – I 2**

Reserves are funds set aside from the construction financing to take care of possible losses or shortfalls in the cash flow. Operating reserves protect against any lag in project sale or rent up. Replacement reserves establish a fund for replacement of major building components which will occur over the life of the project.

**Tenant Relocation**

**Line J**

Relocation costs connected with acquiring occupied buildings.

**Line K**

The City requires an annual audit for agencies funded with \$5,000 or more. Unless an agency receives \$300,000 or more, these audits are not a HOME eligible expense.

**Line L**

List all staff costs associated with the project. Please note that HOME funds can only be used to reimburse those costs directly attributed to a HOME assisted client and all such tasks must be clearly demonstrated and considered to be reasonable and customary.

**Line M**

Total of costs from all sources and categories attributed to the Project.

**ATTACHMENT 3**

**Project Rents**

**Project Rents:** For acquisition and/or construction of rental housing projects, complete the following table for project rents.

Units Designated Low Income							
# Bedrooms	Total # of Units	#of HOME Units in Total	Unit Size (Sq. Ft)	Monthly Rent (including utilities)	Monthly Utility Allowance	Monthly Rent LESS Utility Allowance	% of Area Median Income

Market-Rate Units							
# Bedrooms	Total # of Units		Unit Size (Sq. Ft)	Monthly Rent (without utilities)			

**ATTACHMENT 4**

**Complete the Project Pro Forma for the Operating Statement  
(FOR RENTAL PROJECTS ONLY)  
Provide a 10-year income and expense pro forma.**

*OPERATING STATEMENT PRO FORMA*

OPERATING INCOME		Annual Amount
1.	Gross rent potential	
2.	Vacancy allowance ( _ % of Line 1)	
3.	Effective gross rent (Line 1 minus Line 2)	
4.	Other income	
5.	Reserve for Bad Debt	
6.	Effective Gross Income	
OPERATING EXPENSES		Annual Amount
7.	Management fee	
8.	Management staff costs	
9.	Legal fees	
10.	Accounting/audit fees	
11.	Advertising/marketing	
12.	Telephone	
13.	Office supplies	
14.	Other administrative Expenses (Subtotal)	
MAINTENANCE		
15.	Maintenance staff costs	
16.	Elevator (if any)	
17.	Other mechanical equipment (specify)	
18.	Decorating (specify)	
19.	Routine repairs and supplies	
20.	Exterminating	
21.	Lawn and landscaping	
22.	Garbage/trash removal	
23.	Other (specify)	
24.	Subtotal	
UTILITIES		



25.	Electricity	
25.A	Residential	
25.B	Commercial areas	
25.C	Common areas	
26.	Heat and hot water (specify fuel)	
26.A	Residential	
26.B	Commercial areas	
26.C	Common areas	
27.	Sewer and water	
	Subtotal	
<b>TAXES/INSURANCE RESERVE</b>		
28.	Property insurance	
29.	Real estate taxes (estimated value of \$ times projected tax rate of \$ _____/\$1,000)	
30.	Reserve for replacement	
31.	Operating deficit reserve Subtotal	
32.	Total Operating Expenses (Lines 7 through 31)	
<b>INCOME AVAILABLE FOR DEBT SERVICE</b>		
	Effective Gross Income (Line 6)	
	Minus Total Operating Expenses (Line 32)	
33.	Net Operating Income	
34.	Debt Service Coverage Ratio Required by Lender	

Notes: Assumption should be clearly stated such as rent levels (including utility allowances), vacancy/collection loss rates, projected annual income and expense percentage increases, etc.). See Instructions below.

## OPERATING INCOME

### Line 1

**"Gross rent potential"** is the total annual amount collectable in rent *if* all units were occupied continuously and all tenants paid their rent. A common error (or deliberate exaggeration) in a pro forma is to assume that gross potential is the number of units times the proposed rent schedule. The error overstates gross potential because it ignores the fact that, aside from tenants renting month to month rent schedules and increases take time to implement. This is a very important consideration when evaluating a new construction or substantial rehabilitation proposal, especially if the owner claims immediate results from the rent schedule or rent increases following construction. The lease-up period can take months, if not years for a larger project, and the implementation of rent increases requires a year if one year leases are in place. In short, gross potential is not static, it changes each month as tenants move in and out. A miscalculation of the market leading to slow leasing will result in immediate and substantial cash demands on the owner.

### Line 2

The "**vacancy allowance**" is a percentage of gross rent to allow for income lost, while dwelling units are vacant because of normal turnover in occupancy. Recall, however, that a 5% vacancy does not mean that gross potential reduced by 5%: in projects with different sized units, the rent of those vacant units can comprise more or less than 5% of the rents. The vacancy allowance must estimate economic vacancies, and also account for units taken from the market for renovations.

**Line 3** "**Effective gross rent**" is the gross rent potential less the vacancy allowance.

**Line 4** "**Other income**" includes any charges the sponsor realistically expects to make for use of the buildings or property, **other than** charges to the tenants for rent or services. Such income could be, for example, a charge for use of a community room as a meeting place by an outside organization, or a rental fee for parking spaces paid by residents or non-residents.

**Line 5** The "**reserve for bad debt**" assumes that some rents owed will not be paid. A reasonable reserve for bad debt equals 1.2% of gross rents. Investors should be concerned if the reserve exceeds 2%, as this suggests that the owner has sacrificed tenant reliability for occupancy.

**Line 6** Effective Gross income equals the total of effective gross rent plus other income less reserve for bad debt.

## OPERATING EXPENSES

**Line 7** The "**management fee**" is an annual payment to a contracted management firm or agent for whatever scope of services is negotiated between the project sponsor and the management agent. Typically, the fee is set as a percentage of gross rent collected, ranging from 5% - 9%.

**Line 8** The personnel costs for any employees of the project who are involved in management, as opposed to employees of a contracted management agent are shown here. If the same person spends time on both management and maintenance responsibilities, the costs associated with that person should be shown here and on Line 14, on the basis of an estimated percentage of total working time in each activity. Payroll expenses include wages, fringe benefits and payroll taxes.

**Line 9** Legal costs may be incurred in negotiating contracts with service providers, assisting the sponsor with legal disputes, and so forth. The proposed management agent, if one is used, should be helpful in estimating a reasonable allowance for those costs.

**Line 10** An annual audit of the project accounts should be planned and budgeted.

**Line 11** An amount should be budgeted for expenses in connection with advertising or other marketing efforts required to fully lease apartments or rooms which become vacant from time to time. Expenses for **initial** marketing, when the project is completed, are included in the development budget. The line will also include concessions - offers to tenants for a period of free or reduced rent in exchange for a lease.

**Lines 12 - 14** The sponsor's "**overhead**" costs to operate a management office, or to perform that function whether or not a physical space is devoted to it, should be estimated here. These costs are separate from any similar expenses which may be included in the management fee.

## MAINTENANCE

**Line 15** Personnel costs for any project maintenance employees including wages, fringe benefits and withholding or other taxes should be included here.

**Line 16 -24** Maintenance expense covers a board category of interior, exterior and grounds items, including an array of possible third party contractors. A key influence on maintenance costs is turnover, or the number of units that are vacated and reoccupied in a given period. The higher the turnover, the

higher the maintenance expense for cleaning, painting, exterminating and other such preparation activities. Turnover rates are a matter that can be learned from property managers when shopping properties. In addition, an existing property with an operating history can generate an estimate of turnover for when the rent falls from the prior year. Property managers normally can quickly determine or estimate the average unit preparation cost, exclusive of replacing carpet or appliances. Typically, this cost is from \$300 to \$500.

Another element of the maintenance budget is the cost of general building repairs and cleaning, including maintenance of mechanical systems, plumbing and fixtures, and grounds upkeep. These activities are handled by some combination of hired contractors and employed staff. Underwriters should encourage owners to plan and budget properly for these expenses, including costs for maintenance staff (line 15) and contractors. The underwriter should observe and inquire about special maintenance situations such as extensive grounds, swimming pools, flat roofs, poor drainage, stucco finish and aluminum siding.

## **UTILITIES**

### **Lines 25 - 27**

Utility costs can be estimated by doing a utility comparison analysis with other buildings in the area of similar scope and design, or based on previous use levels. Be sure to take into account the type of utilities used in comparison buildings, and the level of energy efficiency of construction and appliances.

Sewer and water costs can be estimated by previous use levels, or if the building is new, by contacting the utility or public service provider for estimates. Properties with landlord-paid utilities (that is, heat, hot water, air or light) may need special attention. Efficient and environmentally sound operations demand that tenant's use of utilities be disciplined by costs, meaning utility users should pay utility bills. When feasible, conversion to tenant paid utilities should be encouraged.

## **TAXES/INSURANCE/RESERVES**

### **Line 28**

The estimated annual premium for hazard and liability insurance carried by the project owner should be included here. Policies should provide for rent loss protection and for restoration of the premises in the event of casualty.

### **Line 29**

Annual real estate taxes should be estimated by consulting with the local tax assessor about the value at which the housing will be assessed, and likely tax rate. Since real estate taxes are a major component of operating costs they should be carefully and realistically estimated.

### **Line 30**

An amount should be budgeted annually, and built into monthly occupancy charges, to allow for periodic major repairs or for replacement of parts of the buildings or mechanical equipment and systems. The amount which would be prudent may vary with individual projects, and may be different for new construction versus rehabilitation.

### **Line 31**

The operating reserve, or "**operating deficit reserve**", as FHA calls it, is typically in an amount that assures coverage of debt service during the lease-up period, when it is most likely that expenses will grow faster than income.

**Total Operating Expenses**

**Line 32**

Costs for management, maintenance, utilities, taxes, insurance, and reserves are included.

**Income Available for Debt Service**

**Line 33 – 34**

Once you have estimated the project income and the costs of operating the project, you can determine net operating income, the amount of income available for debt services.

**ATTACHMENT 5**

<b>COMPLETED PROJECTS</b>				
<b>Project Name</b>	<b>Location</b>	<b>Project Type</b>	<b>No. Of Units</b>	<b>Year Completed</b>



**STATE HOUSING INITIATIVES PROGRAM  
RENTAL HOUSING DEVELOPMENT PARTICIPATION AGREEMENT  
(FY 2022-2023)**

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the  
State of Florida, hereinafter referred to as “City”

and

[VENDOR], a [STATE INCORPORATED] [PROFIT or NON-  
PROFIT] corporation, hereinafter referred to as “Participant”.

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida adopted Ordinance No. C-93-20 on February 18, 1993, which created a Local Housing Assistance Trust Fund, established a Local Housing Partnership, and established a Local Housing Assistance Program to participate in the State Housing Initiatives Partnership (“SHIP”), Program which said Program provides funds for affordable housing programs; and

WHEREAS, the City of Fort Lauderdale has met all the prerequisites for participation in the State Housing Initiatives Program for eligible housing activities and projects; and

WHEREAS the City Commission adopted the 2022-2025 SHIP Program Local Housing Assistance Plan (LHAP) per Resolution No. 22-70 in accordance with Rule Chapter 67-37, Florida Administrative Code, as part of the SHIP Program which contains a Rental Development Strategy to provide funding for the construction of affordable rental units; and

WHEREAS, the City allocated an estimated \$250,000.00 of SHIP funds in Fiscal Year 2022-2023 to construct an affordable multi-family senior rental housing project in the City and, for that purpose, the City wish to retain the professional services of a Community Housing Development Organizations (CHDO), as designated pursuant to the rules and regulations of the U.S. Department of Housing and Urban Development (HUD), and subject to certain terms, conditions, and specifications outlined in City’s Request for Proposal (RFP); and

WHEREAS, the City’s affordable multi-family senior rental housing project shall be constructed on one (1) parcel of real property located at 1210 NE 5th Terrace, Fort Lauderdale, Florida, which will be conveyed to Participant for that specific purpose by the Fort Lauderdale Community Redevelopment Agency (CRA), subject to the rules and regulations governing the CRA conditioned upon a recorded restrictive covenant running with the land, superior to any mortgage, imposing the affordability restrictions on any conveyance of the property and re-sell requirements that the property must remain a permanent affordable rental; and

WHEREAS the Participant is a HUD-designated CHDO and thereby qualified to construct affordable rental units for low-income seniors in the City; and

WHEREAS the City wish to engage the Participant to construct the affordable multi-family senior rental housing project in order to provide affordable housing to eligible individuals under the SHIP Rental Development Strategy; and

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

**ARTICLE I  
PURPOSE**

- 1.0 The purpose of this Agreement is to outline the requirements by which the City will provide funds to the Participant so that the Participant can construct and operate senior multifamily affordable housing.
- 1.1 The funds provided herein shall be provided to the Participant in the form of a 0% loan repayable at the end of 15 years. The City will secure all properties with a mortgage and restrictive covenant. As a condition to receive funding under this Agreement, the Participant must execute a promissory note in the amount funded for acquisition and construction of the units, mortgage and restrictive covenant, in form and substance, acceptable to the City.

**ARTICLE II  
DEFINITIONS**

- 2.0 The terms defined in Article II shall have the following meanings in this Participation Agreement, except as herein otherwise expressly provided:
- 2.1 “Agreement” means all documents signed and executed as part of this package, the Request for Proposal (RFP) and the Participant’s Response to the RFP for the purpose of carrying out the responsibilities.
- 2.2 “Carrying Costs” means landscape care and water, electric and sanitary services, all property maintenance costs, insurance on the property, and builders risk insurance required to protect the Property.
- 2.3 “CITY” means the City of Fort Lauderdale.
- 2.4 “Effective Date” means the date this Agreement was approved by the City Commission.
- 2.5 “FI” means Financial Institution.
- 2.6 “HCD” means the Fort Lauderdale’s Housing and Community Development Division.
- 2.7 “HCD Approval” means the written approval of the HCD Manager or designee.

- 2.8 “HCD Manager” means the Housing & Community Development Division Manager or designee.
- 2.9 “Identified Property” or “IP” means a property that has been identified for acquisition by the Participant pursuant to the terms of this Agreement.
- 2.10 “Low Income” or “LI” means persons/households whose annual income does not exceed eighty percent (80%) of the Area Median Income (AMI).
- 2.11 “Participant” means the Fort Lauderdale Community Development Corporation and the awarded CHDO.
- 2.12 “Construction Costs” mean impact fees, all development and building permit fees, cost of preparing plans and specifications, building plans, inspection fees, connection fees, construction materials, contractor services and subcontractor labor costs or any other fees required in order to bring the dwelling up to a standard that meets the City Code, Florida Building Code and all other codes, laws and regulations associated thereto as authorized by HCD.

### ARTICLE III FUNDING AND METHOD OF PAYMENT

- 3.0 The maximum loan amount payable by the City under this Agreement will be **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)** of SHIP funds. The City’s Community Redevelopment Agency (CRA) will convey or award to the Participant, pursuant to a separate negotiated instrument executed by the CRA and the Participant, the property located at 1210 NE 5th Terrace, Fort Lauderdale, Florida and designated as the site for the new construction of affordable rental units, subject to certain restrictive covenant running with the land, imposing the affordability restrictions on any conveyance of the property and re-sell requirements that the property must remain a permanent affordable rental. The covenant shall be recorded superior to the mortgage lien to preserve affordability.
- 3.1 The Participant may request construction funds from the City for payment of all eligible grant expenses on a reimbursement basis.
- 3.2 This Agreement will be considered a Preliminary Award, until the Participant has provided the following documents for the identified an eligible property(ies) to rehab or acquire and (*which include are not limited to*) for HCD approval:
- Executed Purchase Agreement
  - Construction Scope of Work
  - Project Budget (including sources and uses of all project funds)
  - Project Pro-Forma (covering the 15-year affordability period)
  - Project Financing / Subsidy Layering
  - Project Timeline

- Land soil test
- Proof of CHDO certification with City of Fort Lauderdale for FY 2022-2023
- An eligible client list that confirms the agency has identified client(s) interested in leasing the available units.

Once the documentation is received, the City is required to review and underwrite each project and ensure the project is sustainable over the affordability period of fifteen (15) years.

The City cannot fund 100% of any project.

- 3.3 City reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The City also reserves the right to hold payment until adequate documentation has been provided and reviewed.
- 3.4 The Participant shall submit a final construction reimbursement invoice upon completion. Final payment shall be made after the City has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with SHIP regulations, including submission of completion reports and documentation of eligible occupancy, property standards and recording of restrictive covenants.

#### **ARTICLE IV GRANT ACTIVITIES**

- 4.0 The Participant will use the allocated SHIP funds to construct a dwelling for use as a senior multifamily rental.
- 4.1 The Participant shall construct units for rental for low-income seniors 62 or older.
- 4.2 The Participant shall ensure compliance with all applicable SHIP Program regulations.
- 4.3 Each and every property proposed to be acquired by the Participant for purposes of construction of a multiple family dwelling (“MFD”) that meets the City’s land use and zoning Code, Florida Building Code and all other applicable laws or regulations or will be able to be brought up to such laws and regulations (“Codes”) through new construction. Prior to the Participant expending any funds in connection with the purchase of an IP, the Participant will notify HCD and schedule an initial inspection of the IP by HCD and the Participant. No funds expended by the Participant prior to the initial HCD inspection shall be reimbursed with grant funds unless such pre-inspection costs are reimbursable as provided in this Agreement and the HCD Manager approves the reimbursement of such cost in writing. If HCD provides written approval for the Participant to proceed with the purchase of an IP, the Participant may proceed with the purchase of the IP subject to meeting the following requirements and providing documentation evidencing such compliance after initial inspection to HCD as follows:

4.3.1 The Participant shall provide an itemized contractor's estimate for new construction of the proposed IP, ensuring that the costs are consistent with industry standards. In addition, a timeline within which new construction work will be completed shall be submitted to HCD. Time for completion of construction must be in accordance with 180 business day HCD standard. Penalties / fines may apply for all new construction projects that exceed the 180-business day timeframe.

HCD must review and approve all scopes of work and all scopes of work must be consistent with HCD's Construction Standards.

4.3.2 Prior to beginning the construction process, the Participant shall provide a written contract between contractor and the Participant to complete construction within 180 business day timeframe approved by HCD. The contract may include but not be limited to a contract with an architect and/or engineer to prepare construction documents required for permitting; contract with contractor for construction on lot provided by the City. The Participant shall be responsible for and obtain all final certificates of occupancy.

4.4 If HCD approves The Participant's submittals in writing the following shall occur:

The Participant shall:

- Execute a first mortgage and note naming the City as mortgagee in the amount of \$250,000 and the market value of the land provided.
- Execute for recordation a restrictive covenant running with the land, imposing the affordability restrictions on any conveyance of the property and re-sell requirements that property must remain a permanent affordable rental. The covenant shall be recorded superior to the mortgage lien to preserve affordability.

#### 4.5 FINANCIAL RESPONSIBILITIES

Based on the reports the IP does not meet the requirements for purchase, the Participant shall be reimbursed for these costs.

4.5.1 Reimbursable Construction Costs. The Participant shall submit monthly invoices to HCD for Reimbursable Construction Costs. Each reimbursement request shall include an updated project completion report / timeline. Prior to the approval of any construction reimbursement, the work must be confirmed and approved by HCD.

4.5.2 Construction Costs. The maximum cost for construction payable by City is as approved by HCD.

#### 4.6 CONSTRUCTION OF PROPERTY



- 4.6.1 The Participant shall take those actions necessary to obtain the documents required for permitting. The Participant will be responsible for obtaining all necessary permits for construction, hiring all contractors, supervising all construction, and ensuring that the SHIP Property meets requirements of the Florida Building Code, local codes, and federal regulations for housing quality standards and those required to commence and complete construction of the new construction of the SHIP Property. The Participant shall be responsible for and obtains all final certificates of occupancy.
- 4.6.2 The Participant shall be responsible for obtaining all releases from contractors, subcontractors, and laborers prior to applying for a final certificate of occupancy.
- 4.6.3 Annually the Participant must submit a Pro Forma Budget to the City by October 1<sup>st</sup> of each.

**ARTICLE V  
RESTRICTIONS ON PROPERTY**

- 5.0 A Property purchased by the Participant using SHIP funds shall be restricted as follows:
- 5.1 All residential units assisted with SHIP funds must be occupied by low-income households at or below 80% of the current SHIP Income Limits.

**ARTICLE VI  
RESPONSIBILITY FOR PROPERTY**

- 6.0 The Participant will pay when due all taxes assessments, water rates and other governmental charges, fines, and impositions, of every kind and nature whatsoever, now and hereafter imposed on the mortgaged property, and will pay when due every amount of indebtedness secured by any lien of which the lien of this Mortgage is expressly subject. The Participant will keep all buildings now existing or which may hereafter be erected or installed in the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies

**ARTICLE VII  
SCOPE OF SERVICES**

- 7.0 For purposes of this Agreement, the Effective Date of this Agreement shall be \_\_\_\_\_. By \_\_\_\_\_ the Participant shall expend the initial contracted amount provided in Article III in accordance with the terms of this Agreement. If the Participant fails to expend the initial contracted amount by \_\_\_\_\_, this Agreement may terminate, and the remaining funds will be de-obligated.

The Participant will have up to 12 months to expend all funds and complete construction once all requirements are met.

- 7.1 In the event the Participant is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review, and approval by the City and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the Participant, the HCD Manager may grant a reasonable extension of time for completion of the work. It shall be the responsibility of the Participant to notify the City promptly in writing whenever a work delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.
- 7.2 The Participant shall be solely responsible for completing all activities as provided in this Agreement.
- 7.3 The Participant shall not award any grant funds for expenditures made in connection with this Agreement without HCD consent. HCD will ensure that all expenditures conform to the City's housing policies and guidelines as well as to applicable federal regulations and local housing ordinances.
- 7.4 The Participant shall maintain its status as an eligible CHDO as defined by HUD regulations at 24 CFR 92. The Participant agrees to provide information as may be requested by HCD to document its continued compliance, including but not limited to, an annual board roster and certification of continued compliance. All assets acquired by the Participant with SHIP funds pursuant to this Agreement shall revert to the City upon the dissolution of the Participant or upon the Participant's failure to maintain its status as an eligible CHDO.
- 7.5 All rental housing assisted with SHIP funds must meet the affordability requirements of 15 years, and the property must remain affordable perpetually. The City will require repayment of the loan at the end of the 15-year affordability period.
- 7.6 The Participant shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner.

**ARTICLE VIII  
CERTIFICATIONS**

- 8.0 The Participant certifies that it shall comply with the following requirements:
- 8.1 Nondiscrimination, equal opportunity, site selection and neighborhood standards identified at 24 CFR 92.202 and 92.350.
- 8.2 Drug-free workplace, identified at 24 CFR 24.
- 8.3 Affirmative marketing and minority outreach, identified at 24 CFR 92.351.
- 8.4 Labor standards, identified at 24 CFR 92.354.

- 8.5 Disbarred or suspended contractors, identified at 24 CFR 24.
- 8.6 Conflict of Interest, identified at 24 CFR 92.356.

And any other applicable Code or Ordinance as required by the Federal Government, State Government, County and City.

**ARTICLE IX  
COMPLIANCE MONITORING**

- 9.0 All projects must be in compliance with the rules and regulations of 24 CFR Part 5 (Income Limits, Annual Income, Rent, and Examinations for the Public Housing and Section 8 Programs) and the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Chapter 420.907 and the Florida Administrative Code 67-37, and in particular related to:
  - a. Income limits
  - b. Definition of Affordability
  - c. Maximum rent
  - d. Non-discrimination

The manager of Newly Constructed Senior Multi-family Rental must remain in contact with the SHIP Office during the 15 year SHIP affordability period and must remain in compliance with SHIP requirements. The manager must stay updated on income qualification training by completing re-training at least once every three years and provide proof to City of this training.

Once annually on staff from the SHIP office will conduct a monitoring visit to review income compliance and affordability of rent/housing costs, as well as complete an inspection of the physical condition of the SHIP assisted units and the overall property.

30 days prior to this monitoring visit, the CHDO will provide the following:

- a. A completed annual re-certification of income eligibility for each SHIP-assisted rental unit using the current residential income certification form and including required verification of household income and assets.
- b. Proof of Affordability of Units
- c. Certificate of Hazard Insurance naming the City of Fort Lauderdale Housing & Community Division as co-insured.

**ARTICLE X  
TERMINATION OF AGREEMENT**

- 10.0 In the event funds to finance the project set forth in this Agreement become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four hours written notice to the other party.
- 10.1 If the Participant fails to perform any of the provisions or terms of this Agreement, the City may, by written notice of breach to the Participant, terminate all or any part of this Agreement.
- 10.2 Termination shall be upon no less than twenty-four hours' notice, in writing, delivered by certified mail, or in person.
- 10.3 No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.
- 10.4 Any notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

(a) As to the City: Greg Chavarria  
 City Manager  
 City of Fort Lauderdale  
 100 North Andrews Avenue  
 Fort Lauderdale, Florida 33301

With a copy to: D'Wayne M. Spence  
 Interim City Attorney  
 City of Fort Lauderdale  
 100 North Andrews Avenue  
 Fort Lauderdale, Florida 33301

(b) As to the Participant: CONTACT PERSON FOR PARTICIPANT  
 PARTICIPANT  
 Street Address  
 City, State, Zip

**ARTICLE XI  
 INDEMNIFICATION CLAUSE**

- 11. The Participant shall indemnify and save harmless and defend City, its agents, servants, and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of the Participant, its agents, servants, or employees in the performance of services under this Agreement.

**ARTICLE XII**

**AMENDMENT**

12. The parties reserve the right to modify, by mutual consent, terms, and conditions of this Agreement in order to successfully and fully complete the grant activities and services listed. Any such amendments must be reduced to writing and executed by the authorized City and the Participant official.

**ARTICLE XIII  
VENUE**

13. This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, for the purpose of any litigation that may arise here from.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first written above.

**CITY**

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_  
Greg Chavarria, City Manager

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

Approved as to form and correctness:  
D'Wayne M. Spence, Interim City Attorney

\_\_\_\_\_  
Patricia SaintVil-Joseph, Assistant City Attorney

**PARTICIPANT**

CORPORATE NAME, a [State of Registration  
[Profit or Non-Profit] corporation

WITNESSES :

\_\_\_\_\_  
Witness signature

By \_\_\_\_\_  
Participant's Signatory

\_\_\_\_\_  
[Witness print name]

Attest:

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
[Witness print name]

(CORPORATE SEAL)

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online, this \_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_, as President  
of \_\_\_\_\_, a  
corporation, who is  personally known to me or  have produced  
\_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida (Signature)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_