

LONG ISLAND HOUSING PARTNERSHIP, INC.
REQUEST FOR QUALIFICATIONS

**SUFFOLK COUNTY SCATTERED – SITE
WORK FORCE HOUSING**

Application Due Date

Completed applications must be submitted by 4:00pm on
April 29, 2016

To:

Long Island Housing Partnership, Inc.
180 Oser Avenue, Suite 800, Hauppauge, NY 11788

Peter J. Elkowitz
President and CEO
631-435-4710
lihp.org



Table of Contents

<u>Contents</u>	<u>Page</u>
I. Introduction	1
II. Development Responsibilities	2
III. Site Locations	2
IV. Submissions	3
A. Design Elements	3, 4
B. Development Budget	4
C. Choice of Materials	4,5,6
D. Development Schedule	6,7
E. Development Team	7
F. Other Developer Responsibilities	7,8
V. Selection Criteria	8
VI. Submission of Proposal	9
VII. Conditions, Term, and Limitations	10,11,12
Appendix A Disclaimer Form	13
Appendix B Development Pro Forma	14
Appendix C Letter of Transmittal	15
Appendix D Insurance Requirements	16,17,18

I. Introduction

The Long Island Housing Partnership, Inc. a non-profit housing developer (LIHP) is soliciting responses to this Request For Qualifications (RFQ) in order to select a qualified developer to construct up to six affordable work-force single family homes on scattered sites in Suffolk County, NY. Respondents must be able to : 1) demonstrate their development experience in constructing quality workforce housing; 2) have the financial capability to undertake the development; and 3) be able to work cooperatively with LIHP staff, consultants and local municipal officials. The selected developer will be responsible for the design and construction of the homes. LIHP will be responsible for marketing the homes, qualifying homebuyers and sale of the homes.

The goal of this development is to eliminate the blight within the areas of these scattered sites and to increase residential ownership for first time homebuyers through construction of new homes, available to households whose incomes do not exceed 80% of the HUD established Nassau/Suffolk median income adjusted for family size. To achieve this goal, LIHP seeks a builder willing to produce the housing on a limited gross profit of 10% or less.

Non-profit and for-profit developers may respond to this RFQ. Developers will be required to submit a statement of qualifications as well as a detailed development proposal. From these proposals LIHP will select the most qualified developers to invite to an interview and oral presentation. Responses to this RFQ are due by 4:00pm on Friday April 29, 2016, at the office of LIHP, at 180 Oser Avenue, Suite 800, Hauppauge, NY. 11788. Responses must be delivered by hand to the above address.

II. Development Responsibilities

The selected qualified developer will be responsible for the design of the homes, making and obtaining all necessary municipal and health department approvals, environmental assessments, building permits, and construction of the homes in accordance with state and local building and zoning codes.

The developer shall be responsible for obtaining, at its sole cost and expense, all architectural and engineering services, permits, surveys, zoning appeals, subdivision approvals, other approvals, appraisals and environmental studies required by law and in connection with the construction of the homes. Builder should contact the specific town to discuss questions pertaining to local codes, Planning Board conditions and variances. The Builder should make an independent determination as to the status of covenants and restrictions and zoning on the properties.

III. Site Locations*

The proposed development sites are located in Suffolk County at:

- 1) 27 Frank Street, Smithtown
- 2) 30 Lincoln Avenue, Deer Park
- 3) 96 Hillside Avenue, Rocky Point
- 4) 80 Lynbrook Drive, Mastic Beach
- 5) 159 Lynbrook Drive, Mastic Beach
- 6) 120 Monroe Drive, Mastic Beach

*LIHP reserves the right to add or remove potential sites.

IV. Submissions

A) Design Elements

- B) Responders to the RFQ shall include designs for colonial and ranch style homes; including floor plans, elevations and specification of all materials to be used.

The colonial style home shall at a minimum include 3 bedrooms, 2 bathrooms, living and dining rooms, one car garage and kitchen with energy star rated stove and refrigerator. Kitchen and bathroom floors should be ceramic tile. LIHP will consider homes with 1,300 to a maximum of 1,500 square feet of living space. The ranch style home shall include at a minimum 3 bedrooms and 2 bathrooms, living and dining area, one car garage and kitchen with energy star rated stove and refrigerator. Kitchen and bathroom floors should be ceramic tile and the home should be up to 1,300 square feet of living space. The developer should also include plans and alternative cost breakdown for the construction of a comparable handicapped accessible ranch-style home with up to 4 bedrooms.

Developer is encouraged to incorporate aesthetically pleasing architectural features to the home design to be compatible with the surrounding community. LIHP welcomes if the respondent so chooses, the submission of a variety of models, photographs and renderings as part of the submission.

Plans and specification for construction, including, without limitation, final architectural design, and layout of the site, landscaping, parking and related site plans must be approved by the LIHP's President and Board of Directors.

The home builder will be responsible for carrying out pre-development activities necessary for Municipal approvals (LIHP may be available to help to expedite the approval process). This includes, but is not limited to all subdivision requirements, including site engineers, permits, approvals

and any special conditions placed by the local Planning Board, including all customary fees. Local building codes and regulations are available to the builder by contacting the Building Department in the Town.

Each home is to be built on vacant land. Any builder should contact the specific Town to discuss questions pertaining to variances. The builder should make an independent determination as to the status of covenants and restrictions and zoning of the property.

C) Development Budget

Included with this response to this RFQ the developer shall provide an itemized cost estimate for each style home based on the development proforma in Appendix B.

Since federal and state funds may be utilized to assist with the homes purchased, the builder's profit will be limited to 10% or less of the construction cost and be certified by an independent CPA reflecting same.

The selected homebuilder will provide his/her own construction financing (LIHP can lend assistance in locating construction financing). Builders should provide a budgeted line item reflecting his/her anticipated bank financing costs per unit. As an alternative, LIHP may be able to provide construction financing with minimal fees to the builder. The full contract price for the construction of each home will be paid to the homebuilder following the closing with the selected homeowner. The home will be constructed as per a fixed-price construction contract personally guaranteed by the builder. LIHP may require the homebuilder to guarantee construction completion through a performance bond or letter of credit (in an amount equal to 20% of contract price).

C) Choice of Materials

It is the intention of the LIHP to provide the highest quality in the construction and materials given the stated budget constraints. Once

again, applicants should be aware that the choice of all materials will be used in the selection of the successful applicant.

Applicants must submit a detailed specification of all materials to be used in construction. All construction must comply with minimum applicable State, Federal and local municipality codes. As a minimum, applicants should specify the following:

1. Lumber – Grade stamped – minimum Douglas Fir #2 or better.
2. Foundation – Poured concrete – Walls, Footings & basement slabs @ min. 2,500 psi, garage slabs @ 3,000 psi.
3. Gypsum Board – minimum ½”, tape & spackle (three coats). Moisture resistant gypsum board in wet areas (bathtub and shower areas). 5/8” Type X gypsum board above boilers and in utility room and garage.
4. Sheathing – minimum ½” plywood at side walls, ½” CDX plywood on roof. Provide “Air Infiltration Barrier on all exterior wall areas.
5. Windows – “Super Seal” 550B Series or equal Energy Star rated. To include screens.
6. Roofing – “CertainTeed” 30-ys “Architectural” asphalt self-sealing shingles or equal.
7. Gutters & Leaders – Seamless aluminum – pre-finished baked enamel finish.
8. Floor Finish – FHA grade carpet and padding with tack-less installation for bedrooms and living areas other than the following: Kitchen & laundry room to be 12” x 12” porcelain tile or equal; bathroom floors to be minimum 6” x 6” ceramic or porcelain tile over “mud” base and minimum 6” x 6” ceramic or porcelain tiles in tub & shower areas to ceiling.
9. Siding – Pre-finished vinyl siding over minimum ½” insulated building wrap. Must also include (2) finishes with some brick, wood or other high quality detailing. All soffits & fascia to have either vinyl or pre-finished aluminum capping.
10. Insulation – Batt insulation to include minimum R-13 in walls, R-30 in attic ceilings and R-19 in floors over unconditioned spaces. – All insulation per NYS Energy Code.
11. Electrical – 150-amp service with circuit breakers & meter pan. All electric in dwelling to Code.
12. Appliances – Builder to provide Stove, Refrigerator & Microwave. All appliances to be “Energy Star” rated.

13. Painting – (interior), Primer coat plus (2) finish coats – Benjamin Moore “Antique White” or equal. Semi-gloss finish in kitchen and bathrooms, Eggshell in all other rooms.
14. Boiler – Gas fired boiler with steel liner with minimum 50 gal. Hot water storage tank. All plumbing to code.
15. Plumbing – copper or PEX hot & cold water supplies, PVC waste & vent piping. Cast iron house-trap. Insulate all piping where required. Provide minimum (2) frost-free hose bibs.
16. Plumbing Fixtures – “American Standard” sinks & water closets or equal. Delta faucets or equal.
17. Hard-wired Smoke detectors & CO detectors to code. Smoke detectors to be interconnected.
18. Exterior doors – “Therma-Tru” insulated steel exterior doors. Door from garage to dwelling and boiler room (if provided) shall be a insulated, ¾ hour fire rated, self-closing door & frame.
19. Driveway – Asphalt driveway and walkway to front stoop. Driveway to be minimum 10’-0” wide. Apron at garage door to be poured concrete, 4’-0” depth x width of driveway.
20. Landscaping – Yard to be finished graded with all grades around dwelling to slope away from foundation. All yard areas to be seeded. Provide minimum (6) shrubs.
21. All construction material to meet state & local code requirements.
22. A licensed Architect or Engineer shall seal & sign any construction documents submitted to Local building department.
23. Elevation certificate must be provided for any construction within a flood zone.
24. Energy Conservation – Energy conservation measures are to be incorporated into the dwelling design such as “Energy Star” requirements. “Green Building Technology” should be considered where

D) Development Schedule

Construction will not begin until the purchaser has executed a contract of sale, and said purchaser has obtained a mortgage commitment. Construction should be managed locally, making use of local and neighborhood trades people and material suppliers, as much as possible. Builder should include a description of his/her ability to comply with this requirement to use local trades and suppliers. LIHP welcomes all minority

and women-owned businesses to submit proposals. LIHP encourages builders to work with Suffolk County building trades unions.

LIHP anticipates selection of a developer by May 15, 2016. Once the Developer is designated, he/she must comply with all of the following:

1. All project contracts must be fully executed within 180 days of his/her being notified of his/her selection.
2. Construction of the home must be completed within three (3) months following the developer's notification by LIHP to begin construction of a home. The time restriction may vary depending on the type of structure to be provided.
3. Developer is responsible for informing the project coordinator at required intervals to allow proper progress inspections as well as the time to complete the work.

As part of the response to this RFQ Developer must demonstrate their ability to meet the proposed schedule.

E) Development Team

Provide a resume of names of the development team, including, if applicable, architect, engineer, contractors, attorneys and accountants. Describe the development teams experience in residential development including affordable/work-force housing development experience. Developer must provide two years of most recent financial statements for the principals of the development team. Indicate if the developer or any sub-contractors are minority or women-owned business enterprise (M/WBE) or if any member of the development team is an M/WBE. Development team must be available to meet with LIHP, local municipalities and community organizations prior to, during and following construction.

F) Other Developer Responsibilities

- The Developer will be responsible for securing individual properties during construction to prevent thefts and vandalism.
- Developer should contact local sewer, water and utility companies for availability of such services. You should also discuss any rebate programs, if available. LIHP makes no representation with respect to this document.

- The Developer shall, at its sole expense, maintain insurance coverage outlined in Attachment C.
- Bids provided must reflect no New York State Sales Tax because LIHP or its Affiliate not for profit corporations is exempt from Sales Tax.
- The respondent must provide a state-approved builders warranty.

Respondents are expected to make a thorough examination of each site. Complete and itemized site improvements and preparation costs are to be included in the proposal for each site (including removal of any existing structures and foundations). Developer is responsible for researching with the Building Department past records. Developer assumes all risk including any additional costs and expenses associated with the removal of existing structures and foundations. **Neither Suffolk County, local municipalities nor LIHP shall honor requests for cost over-runs due to any site conditions.**

V. Selection Criteria

Upon receipt of submittals, LIHP staff will evaluate and determine which, if any, developers will be invited for follow-up interviews. However, the LIHP retains the right to select a developer without interviews.

Submittals will be evaluated based on the following criteria:

1. Completeness of the submittal relative to the RFQ submission requirements described in section IV.
2. Developer Experience
 - a) General residential/development experience.
 - b) Affordable housing development experience.
3. Experience of development team including key consultants.
4. Quality of design and architecture of previously constructed homes and proposed homes.
5. Financial Strength of developer.
6. Ability to comply with Federal, State and Local regulations.
7. Participation of minority and women owned business enterprises.
8. Affordability of homes to target population.

The LIHP will completely review and analyze all submittals and may request that developers modify, clarify or supplement their proposals with additional information. Developer(s) may also be asked to make a formal presentation and/or come in for an interview. The final selection decision is to be made by the LIHP Board of Directors.

VI. Submission of Proposal

Interested developers must submit one original and six (6) bounded copies of their proposal by 4:00pm on April 29, 2016 to:

Long Island Housing Partnership Inc.
180 Oser Avenue, Suite 800
Hauppauge, NY 11788
Attention: Suffolk Scattered Sites

Proposals must be hand delivered by the due date. Facsimile or electronic transmissions will not be accepted.

All submissions shall be organized in the following format:

1. Letter of Transmittal. Appendix C
2. Development Team Narrative
3. Qualification Statement AIA Document A305
4. Design Elements Narrative including plans and elevations
5. Specifications of all materials to be used
6. Development Budget
7. Development Schedule
8. Last Three Years Financial Statements of Developer
9. Executed Disclaimer Form
10. Warranties
11. Long Island Housing Partnership Disclaimer Form

If you have any questions regarding this RFQ please contact:

James Britz
Senior Vice President
631-435-4710
jbritz@lihp.org

Joseph Sanseverino
Assistant Vice President
631-435-4710
jsanseverino@lihp.org

VII. Condition, Term, and Limitations

This RFQ is subject to the specific conditions, terms and limitations stated below:

- A) LIHP is not obligated to pay nor shall it fact pay any costs or losses incurred by any Developer at any time including the cost of responding to the RFQ.
- B) LIHP reserves the right to reject at any time any or all submissions and/or withdraw this RFQ in whole or in part, to negotiate with one or more Qualified Developers, and/or undertake projects on terms other than those set forth herein. LIHP likewise reserves the right, at any time, to wave compliance with, or change any of the terms and conditions of this RFQ, and to entertain modifications and additions to the applications of Qualified Developers.
- C) The Qualification of a Developer will mean only that LIHP may commence negotiations with the Developer. LIHP will send written notification to commence negotiations if a Qualified Developer is selected.
- D) Qualification of a Developer through RFQ will not create any rights on the Developer's part including without limitation, rights of enforcement, equity, or reimbursement.
- E) This RFQ and any agreement or other documents resulting there from are subject to all applicable laws, rules and regulations promulgated by any Federal, State or municipal authority having jurisdiction over the subject matter thereof, as the same may be Amended from time to time.

- F) This RFQ does not represent any obligation or agreement on the part of LIHP which may only be incurred or entered into by a written agreement which has been approved as to form by the LIHP Legal Counsel and duly executed by the Developer and the LIHP.
- G) No transaction will be consummated if any principal of any selected Developer is in arrears, or in default upon any debt, lease, contract or obligation to New York State, including without limitation real estate taxes and any other municipal liens or charges. LIHP reserves the right not to review any Qualification by any such Developer.
- H) Entities that are in debarred status by either New York State or The United States Department of Labor, and entities with histories of convictions of criminal violations of the Occupational Health and Safety Act within the five years preceding the closing date, will not be eligible to enter into development agreements or serve as prime or general contractors on this project.
- I) No commission for brokerage or any other fee or compensation shall be due or payable by LIHP and a Developer undertaking to indemnify and hold the LIHP harmless from and against any such claim for any such fee or compensation based upon , arising out of, or in connection with any action taken by the Developer, the selection of the Developer's submission for the list of Qualified Developers and invitation to the Developer to respond to this RFQ, the conditional designation of a Sponsor pursuant to this RFQ or the sale of a site.
- J) All determinations as to the completeness or compliance of any Qualifications, or as the eligibility on any Developer will be within the sole discretion of LIHP.
- K) LIHP advises all Developers that there is no legal obligation on the part of the LIHP to issue the RFQ, and that LIHP reserves the right to use the Qualifications submitted pursuant to this RFQ as a basis for negotiation with Developers as the LIHP deems appropriate.

- L) Developer recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of this project. LIHP encourages firms that are M/WBE certified in New York State, or municipality, or the federal government, be included in the response to this RFQ.
- M) Qualified Developer(s) selected shall procure and maintain, at its sole cost and expense, in full force and effect without interruption during all periods of services covered by this Agreement, the Services or Scope of Services, or any Task Order(s), insurance of the type, and with the limits and deductibles, as prescribed by the Long Island Housing Partnership.
- N) The developer is responsible for obtaining and furnishing all necessary permits, Certificates of Completion, and insurance required for the completion of work. The developer shall provide all labor, materials, and mechanical equipment required to complete all phases of the project, as listed in the scope of work and the specifications. All contractors shall be responsible for all services to property and their proper termination.
- O) The developer shall keep at the site of the work one copy of the Scope of Work and specifications. Anything shown on the scope of work and not mentioned in the specifications, or mentioned in the specifications and not shown in the scope of work, shall have the same effect as if shown or mentioned in both. In case of any conflict or inconsistency between the scope of work and specification, the specification shall govern. The standards set forth herein have been established to accomplish certain basic objectives for LIHP and shall not be construed as relieving the developer of his/her responsibility for compliance with the New York State Department of Labor Laws, New York State Building and Plumbing Codes, land/or codes of local municipalities, the National Electric Code Regulations (red book), and also the established requirements of the Suffolk County Department of Health.

Appendix A

LONG ISLAND HOUSING PARTNERSHIP DISCLAIMER FORM

DATE:

The undersigned is submitting herewith an application to the Long Island Housing Partnership Inc. for construction of up to 6 homes in the Suffolk County. The undersigned acknowledges that:

1. The Long Island Housing Partnership, Inc. has no obligation to select any applicant and such selection may be made in the sole, arbitrary and non-reviewable discretion of the Long Island Housing Partnership, Inc.

2. The Long Island Housing Partnership, Inc., has no obligation to offer a contract to any applicant.

3. Although the undersigned understands that the Long Island Housing Partnership, Inc., has no intention to utilize any submissions of the applicant except if the applicant is selected, there are no proprietary rights in any plans, specifications, designs, or information provided by the undersigned to the Long Island Housing Partnership, Inc. for the Suffolk Scattered Sites New Homes Program. All submissions of same may be utilized in any fashion by the Long Island Housing Partnership, Inc., its agents, representatives or employees in any manner in its sole, arbitrary, and non-reviewable discretion without any liability to the undersigned thereof. The undersigned represents that no other person has any proprietary interest in such plans, specifications, designs, or other information.

4. No binding agreement for such construction shall be deemed to exist between the LIHP and the undersigned unless and until a contract is executed by both parties and approved by LIHP Board of Directors.

APPLICANT/COMPANY _____

SIGNATURE _____

TITLE _____

Appendix B
Development Pro Forma

<u>Soft Costs</u>	<u>Estimate</u>
1) Architect/Design Plans	\$
2) Engineer	\$
3) Environmental Reviews	\$
4) Building Permits	\$
5) Soil Testing	\$
6) Financing Costs	\$
7) Utilities during construction	\$
8) Other	
a)	\$
b)	\$ _____
9) Total Soft Costs	\$ _____
<u>Construction Costs</u>	
10) Clearance	\$
11) Foundations	\$
12) New Home Construction Costs	\$
13) On-Site Improvements	\$
14) Off-Site Improvements	\$
15) Performance Bond Premium	\$
16) Interim Taxes	\$
17) Builders Risk Insurance	\$
18) Builders Liability Insurance	\$
19) Other	
a)	\$
b)	\$
20) Sub-Total Construction Costs	\$ _____
21) Builder's Profit (10% of line 20)	\$ _____
22) Construction Contingency	\$ _____
23) Builder's Overhead	\$ _____
Total Development Costs	\$ _____
(Lines 9+20+21+22+23)	

Appendix C
Letter of Transmittal
(Submit on applicant letterhead)

Mr. Peter J. Elkowitz, President and CEO
Long Island Housing Partnership
180 Oser Avenue, Suite 800
Hauppauge, NY 11788

Dear Mr. Elkowitz:

This letter is being submitted in connection with my qualifications submitted in response to the Suffolk County Scattered Sites Workforce Housing RFQ issued by the Long Island Housing Partnership Inc.

I have received, read and understood the provisions of the RFQ and certify that the information submitted in and with the submission is true and accurate, and that I am authorized to submit this submission.

Sincerely,

Signature

Title

Applicant

Appendix D

Project Insurance Requirements

The Builder shall provide to the Owner at the **BID SUBMISSION** proof that they currently carry the following types of insurance coverage and limits with insurance companies with a Best Rating of A or better and licensed to do business in the State of New York and or the state in which the Contractor is domiciled.

Proof of coverage shall be provided in the form of a certificate of insurance evidencing the following:

I. New York Workers Compensation:

- a. If contractor is located outside of NY then they must provide proof that NY is covered state under section 3A of their workers compensation policy.

Commercial General Liability:

- a. Minimum Limits: Bodily Injury & Property Damage:
 \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$ 300,000 Fire Damage Legal
 \$ 5,000 Medical Payments
- b. General Liability shall be written on an ISO Occurrence Form (CG 00 01 1093) or equivalent with a deductible or self-insured retention of no more than \$5,000.
- c. Coverage shall not contain an exclusion or limitation of coverage for :
- Residential Construction
 - Work performed above 3 stories
 - Claims for injury brought by subcontractors, contractors and their employees
- d. Coverage shall contain the following:
- Per Project Aggregate endorsement
 - Waiver of subrogation endorsement
 - Additional Insured Endorsement for all required parties - Ongoing Operations
 - Additional Insured Endorsement for all required parties - Completed Operations for 2 years following completion of work
 - Primary/Non-Contributory Endorsement for Additional Insureds
 - Contractual Liability to cover obligation required by the contract.
 -

Schedule of Additional Insureds

Following are the additional insureds to be named as required by this contract. If other parties are required, they will be provided to you within the final contract:

- Long Island Housing Partnership, Inc.
- Long Island Partnership Housing Development Fund Company, Inc.
- Long Island Partnership Community Development Corporation
- Nassau/Suffolk Partnership Housing Development Fund Co, Inc.

II. Commercial Automobile:

- a. Minimum Limits: Bodily Injury & Property Damage - \$1,000,000
- b. Business Auto must include coverage for Bodily Injury & Property Damage liability arising out of all Owned, Leased, Non-Owned and Hired vehicles
- c. Business Auto must extend coverage to the required parties as additional insured using ISO Designated Insured Endorsement CA2048 07/97 to cover the loading and unloading of vehicles at the job site.
- d. Coverage shall contain a waiver of subrogation in favor of the Owner

III. Commercial Umbrella Liability:

- a. Minimum Limits: Bodily Injury & Property Damage - \$5,000,000
- b. Umbrella coverage is excess over **all** of the General Liability, Commercial Automobile and Employers Liability.
- c. Coverage shall contain a waiver of subrogation in favor of the Owner

IV. Builders Risk/Property Insurance:

- a. Builder is required to provide insurance to protect his interest in supplies tools, and equipment while on or off the job-site. The Owner shall not be responsible for any loss (i.e. fire, destruction, theft) of the Contractors property.
- b. Builder shall be responsible to provide proof of coverage before the commencement of any construction activity of a Builders Risk policy with the following coverages:
 - Building limit must represent the Completed Hard Cost Value or Contract Value for the project whichever is greater;
 - Coverage shall be written on a Special form/Replacement Cost valuation
 - Property Deductible shall be no more than \$10,000
 - No Co-Insurance
 - Off Site Storage up to \$100,000
 - Transit up to \$100,000
 - Equipment Testing Coverage
 - Back-Up of Sewers and Drains included up to the building value
 - Loss of Soft Costs to include construction loan interest, real estate taxes, insurance premiums, legal, accounting and architectural fees
 - Owners interest must be protected as a Named Insured on the policy
 - Builders Risk Policy shall contain a provision to allow the right to occupy up to 25% of the building before the construction project is completed. The definition of "When coverage ends" must be defined as when the Owner takes possession of the building and not before. Coverage should be

written for the project term plus 3-6 months to cover the instance of delay in completion.

- Mortgagees/Lenders/Loss Payees associates with the project shall be protected as required by their lending documents.
- Builders Risk shall contain a Waiver of Subrogation between the Owner and Builder.

V. Professional Liability:

- a. Builder shall provide proof of Professional liability (Errors & Omissions) for their Architect and Engineers whether the work is provided directly by the Builder or sub-contracted out for a limit not less than \$2,000,000 Per Claim/\$2,000,000 Aggregates & Omissions of the Architect.

VII: Subcontractor Requirement:

It is the responsibility of the Builder to obtain from all Sub-Contractors the same limits and coverages as required by this contract for Workers Compensation, General Liability and Commercial Auto Insurance. Umbrella shall be provided by subcontractors at a limit no less than \$1,000,000. Liability insurance policies for Sub-Contractors must provide additional insured status on a primary/non-contributory basis including completed operations to the Builder, Owner and its affiliates and other parties required by the final contract. All sub-contractor certificates must be provided to the Owner as proof this requirement has been complied with.